

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, JUNE 10, 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 **Proclamation – United States Army 250th Anniversary-** It is recommended that the City Council read and present a Proclamation honoring the United States Army 250th Anniversary.

Item 7.2 **Proclamation – Pride Month June 2025-** It is recommended that the City Council read and present a Proclamation for Pride Month to Roman Scanlon, Executive Director of CalPride Stanislaus.

Item 7.3 **Proclamation- Disability Awareness Month- June 2025-** It is recommended that the City Council read and present the Proclamation for Disability Awareness Month to Society for DisABILITIES.

Item 7.4 **Proclamation – Juneteenth Freedom Day 2025-** It is recommended that the City Council read the Proclamation for Juneteenth Freedom Day 2025.

Item 7.5 **Riverbank Representative Update by Stanislaus Consolidated Fire Protection District Board Director Charles E. Neal and Chief Clint Bray-** It is recommended that the City Council receive an update by Director Charles E. Neal and Chief Clint Bray with Stanislaus Consolidated Fire Protection District.

8. PUBLIC COMMENTS (No action can be taken)

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

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

IN PERSON COMMENTS

PLEASE FILL OUT A COMMENT CARD AND RETURN TO THE CITY CLERK

9. CONSENT CALENDAR (No Obligation to Read Aloud)

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

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

Item 9.2 **Approval** of the City Council and Local Redevelopment Authority Board Minutes for May 27, 2025.

Item 9.3 **Acceptance** of the Roselle & S. Rosebrook Intersection Improvements Project and Authorization to File a Notice of Completion

Item 9.4 **Acceptance** of the Woodhaven Drywell, Catch Basin and Hard Scape Project and Authorization to File a Notice of Completion.

Item 9.5 **Resolution** Approving the Regional Solid Waste Disposal Plan Memorandum of Understanding Between the City of Riverbank and Stanislaus County.

Item 9.6 **Resolution** Approving an Intergovernmental Cooperation Agreement between the County of Stanislaus and the City of Riverbank for Joint Participation in the Stanislaus Urban County.

Item 9.7 **Resolution** Approving the HOME Investment Partnership Program Consortium Agreement for Three Years from October 1, 2026 to September 30, 2029.

10. PUBLIC HEARING

The Notice for Item 10.1 was published on 3/26/2025 in the Riverbank Newspaper.

The Notice for Items 10.2 through 10.8 was published on 5/21/2025 in the Riverbank Newspaper.

Item 10.1 **First Reading by Title Only and Introduction of an Ordinance Designating the City of Riverbank Local Responsibility Area Fire Hazard Severity Zone-** It is recommended that the City Council hold a public hearing regarding the introduction for first reading of an Ordinance adopting the City of Riverbank Local Responsibility Area Fire Hazard Severity Zone.

Item 10.2 **Two Resolutions for Consolidated Landscaping and Lighting District to:**
1) Amend/or Approve the Engineer's Report and the Levy and Collection of Annual Assessments Related Thereto for Fiscal Year 2025/22026; and
2) Ordering the Levy and Collection of Annual Assessments for Fiscal Year 2025/2026- It is recommended that the City Council adopt the Resolutions corresponding to Consolidate District amending and/or approving the Engineer's Report and ordering the levy and collection of annual assessments for the Landscaping and Lighting Districts for Fiscal Year 2025/2026.

Item 10.3 **Two Resolutions for Ridgewood Place Landscaping and Lighting District to:** 1) Amend/or Approve the Engineer's Report and the Levy and Collection of Annual Assessments Related Thereto for Fiscal Year 2025/22026; and 2) Ordering the Levy and Collection of Annual Assessments for Fiscal Year 2025/2026- It is recommended that the City Council adopt the Resolutions corresponding to Ridgewood Place District amending and/or approving the Engineer's Report and ordering the levy and collection of annual assessments for the Landscaping and Lighting Districts for Fiscal Year 2025/2026.

Item 10.4 **Two Resolutions for River Cove Landscaping and Lighting District to:**
1) Amend/or Approve the Engineer's Report and the Levy and Collection of Annual Assessments Related Thereto for Fiscal Year 2025/22026; and
2) Ordering the Levy and Collection of Annual Assessments for Fiscal Year 2025/2026- It is recommended that the City Council adopt the Resolutions corresponding to River Cove District amending and/or approving the Engineer's Report and ordering the levy and collection of annual assessments for the Landscaping and Lighting Districts for Fiscal Year 2025/2026.

Item 10.5 **Two Resolutions for Sierra Vista Estates Landscaping and Lighting District to:** 1) Amend/or Approve the Engineer's Report and the Levy and Collection of Annual Assessments Related Thereto for Fiscal Year 2025/22026; and 2) Ordering the Levy and Collection of Annual Assessments for Fiscal Year 2025/2026- It is recommended that the City Council adopt the Resolutions corresponding to Sierra Vista Estates District amending and/or approving the Engineer's Report and ordering the levy and collection of annual assessments for the Landscaping and Lighting Districts for Fiscal Year 2025/2026.

Item 10.6 **Two Resolutions for Crossroads Landscaping and Lighting District to:**
1) Amend/or Approve the Engineer's Report and the Levy and Collection of Annual Assessments Related Thereto for Fiscal Year 2025/22026; and
2) Ordering the Levy and Collection of Annual Assessments for Fiscal Year 2025/2026- It is recommended that the City Council adopt the Resolutions corresponding to Crossroads District amending and/or approving the Engineer's Report and ordering the levy and collection of annual assessments for the Landscaping and Lighting Districts for Fiscal Year 2025/2026.

Item 10.7 **A Resolution of the City Council of the City of Riverbank, County of Stanislaus, State of California, Ordering the Levy and Collection of Assessments Within the Riverbank Storm Drain Benefit Assessment District No. 2006-01 (Heartlands) for Fiscal Year 2025/2026** - It is recommended that the City Council adopt Resolutions amending and/or annual assessments for the Riverbank Storm Drain District No. 2006-01 (Heartlands) for Fiscal Year 2025/2026.

Item 10.8 **A Resolution of the City Council of the City of Riverbank, County of Stanislaus, State of California, Ordering the Levy and Collection of Assessments Within the Sterling Ridge Benefit Assessment District for Fiscal Year 2025/2026** - It is recommended that the City Council adopt ordering the levy and collection of annual assessments for the Riverbank Storm Drain District No. 05-01 (Sterling Ridge) for Fiscal Year 2025/2026.

11. NEW BUSINESS

Item 11.1 **Fiscal Year 2025-26 Major Fund Budget Workshop-** It is recommended that the City Council receive a presentation on the Fiscal Year 2025-26 Major Fund Proposed Budgets and provide feedback in anticipation of the adoption of the Final Budget on June 24, 2025.

Item 11.2 **A Resolution Approving the Execution and Delivery of a Construction Installment Sale Agreement with the California State Water Resources Control Board to Finance the Riverbank Regional Recycled Water Project Phase I-** That the City Council adopt a resolution approving the form of and authorizing the execution of a Construction Installment Sale Agreement (the "Agreement") with the California State Water Resources Control Board (the "State Water Board") to finance a portion of the cost of the Riverbank Regional Recycled Water Project Phase I (the "Project").

Item 11.3 **Resolution Approving the City of Riverbank 2025 – 2030 Strategic Plan-** It is recommended that the City Council consider a Resolution approving the City of Riverbank 2025 – 2030 Strategic Plan.

Item 11.4 **Workshop- Proposal for Establishing a Youth Council-** It is recommended that the City Council provide ideas, suggestions, and direction for the creation of a Youth Council Commission to engage youth voices in the City of Riverbank.

12. COMMENTS/REPORTS

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

Item 12.1 Staff

Item 12.2 Council/Authority Member

Item 12.3 Mayor/Chair

13. CLOSED SESSION

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

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

Item 13.2 **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**
(Pursuant to Gov. Code, § 54956.9)
Name of Case: Miller Arms Company, Inc. v. City of Riverbank et al.,
Stanislaus County Superior Court Case No. CV-23-002593

Item 13.3 **CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION**
(Pursuant to Gov. Code, § 54956.9)
Name of Case: Advance Materials and Manufacturing Technologies, LLC
v. City of Riverbank et al., Stanislaus County Superior Court
Case No. CV-23-004578

14. REPORT FROM CLOSED SESSION

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

Item 14.2 **Report from Closed Session Item 13.2**
CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Pursuant to Gov. Code, § 54956.9)
Name of Case: Miller Arms Company, Inc. v. City of Riverbank et al.,
Stanislaus County Superior Court Case No. CV-23-002593

Item 14.3 **Report from Closed Session Item 1.3**
CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION
(Pursuant to Gov. Code, § 54956.9)
Name of Case: Advance Materials and Manufacturing Technologies, LLC
v. City of Riverbank et al., Stanislaus County Superior Court
Case No. CV-23-004578

15. ADJOURNMENT

The Next Regular City Council Meeting will be on: **Tuesday, June 24, 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 5th Day of June 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.



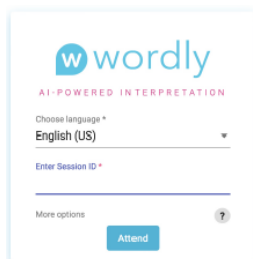
How to Use Live Spanish Translation/ Como Usar Traducción en Español En Vivo

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:	June 10, 2025
Subject:	Proclamation – United States Army 250th Anniversary
From:	Marisela H. Garcia, City Manager
Submitted by:	Claudia Edwards, Administrative Intern

RECOMMENDATION

It is recommended that the City Council read and present the Proclamation honoring the United States Army 250th Anniversary.

SUMMARY

On June 14, 2025, the United States Army celebrates its 250th anniversary, marking a quarter-millennium of service since its establishment in 1775 by the Second Continental Congress. This milestone commemorates the Army's enduring commitment to defending the nation, upholding freedom, and supporting global stability.

Over the past 250 years, the U.S. Army has evolved from a group of colonial militias into the world's most powerful and technologically advanced land force. The anniversary honors the service and sacrifice of millions of Soldiers—past and present—who have served in every major conflict in American history.

This year's celebrations highlight the Army's legacy of courage, innovation, and leadership, as well as its role in shaping national and international events. The theme, "250 Years of Service to the Nation," reflects on both historical achievements and the Army's readiness to meet future challenges.

Events include ceremonies, educational programs, historical exhibits, and community outreach, all aimed at fostering pride in Army heritage and strengthening the connection between the military and the American people.

BACKGROUND

The United States Army, established on June 14, 1775, by the Second Continental Congress, is the oldest and largest branch of the U.S. Armed Forces. Initially formed to

fight in the American Revolutionary War, the Army has since played a central role in protecting the nation and supporting its growth.

As the primary land-based military force under the Department of the Army—part of the Department of Defense—the Army is responsible for conducting ground operations to defend U.S. interests. Its key missions include deterring threats, achieving victory in combat, supporting civil authorities during domestic emergencies, and contributing to peacekeeping and humanitarian efforts around the world.

The Army is organized into three core components active duty, the national guard, and the reserves.

Throughout its history, the Army has participated in every major U.S. conflict, including the Revolutionary War, Civil War, World Wars I and II, Korea, Vietnam, the Gulf War, Iraq, and Afghanistan. It also plays a critical role in disaster relief, civil support, and advancing military technology.

As of 2025, the Army remains a globally deployed, mission-ready force with over one million Soldiers across all components. Its operations are guided by enduring core values: loyalty, duty, respect, selfless service, honor, integrity, and personal courage.

FINANCIAL IMPACT

There is no financial impact with the report.

ATTACHMENTS

1. Proclamation



CITY OF RIVERBANK PROCLAMATION

Recognizing the 250th Anniversary of the US Army

WHEREAS, on June 14, 1775, the Second Continental Congress, representing the citizens of 13 American colonies, authorized the establishment of the Continental Army;

WHEREAS, the collective expression of the pursuit of personal freedom that caused the authorization and organization of the United States Army led to the adoption of the Declaration of Independence and the codification of the new Nation's basic principles and values in the Constitution;

WHEREAS, for the past 250 years, the Army's central mission has been to fight and win the Nation's wars;

WHEREAS, the motto of "Duty, Honor, Country" is the creed by which the American soldier lives and serves;

WHEREAS, no matter the cause, location, or magnitude of future conflicts, the Nation can rely on its Army to produce well-trained, well-led, and highly motivated soldiers to carry out the missions entrusted to them;

WHEREAS, members of the City of Riverbank have proudly served and made the ultimate sacrifice for our Nation's freedom while serving in the United States Army and other branches of our Nation's military;

NOW, THEREFORE, I, Rachel Hernandez, Mayor of the City of Riverbank do hereby proclaim June 14, 2025 to be the United States Army's 250th Anniversary, expressing appreciation, on behalf of the residents of Riverbank, to the United States Army and to the dedicated Soldiers who have served in it over the 250 years it has been in existence.

June 10, 2025

Rachel Hernandez, Mayor

RIVERBANK CITY COUNCIL

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

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 7.2

SECTION 7: PRESENTATIONS

Meeting Date:	June 10, 2025
Subject:	Proclamation – Pride Month June 2025
From:	Marisela H. Garcia, City Manager
Submitted by:	Claudia Edwards, Administrative Intern

RECOMMENDATION

It is recommended that the City Council read and present a Proclamation for Pride Month to Roman Scanlon, Executive Director of CalPride Stanislaus.

SUMMARY

Roman grew up in Merced, CA. As a gay male, he realized quickly the lack of services and resources provided to the LGBTQ community in his home town. After living in San Francisco for 16 years he decided to return to his roots and provide those resources that were not available to him as a youth. He became a Peer Support Specialist at San Francisco State University and is an active member of the CHATT Bureau with the UCSF Trauma Recovery Center. He has led conferences on PTSD and DFSA. He has yearly participated as a Speaker at Stanford Law providing a program on Compassionate Lawyering. Roman is an Advocate for LGBTQ+ Individuals and has continued to promote, advocate and encourage change for the LGBTQ+ Community.

BACKGROUND

In June of 1969, patrons and supporters of the Stonewall Inn in New York City staged an uprising to resist the police harassment and persecution to which LGBT Americans were commonly subjected. This uprising marks the beginning of a movement to outlaw discriminatory laws and practices against LGBT Americans.

Pride parades, picnics, parties, workshops, and concerts, LGBT Pride Month events are all part of the celebration of Pride month in June. These celebrations attract millions of participants around the world. Memorials are held during this month for those members of the community who have been lost to hate crimes or HIV/AIDS. The purpose of the commemorative month is to recognize the impact that LGBTQ+ individuals have had on history locally, nationally, and internationally.

FINANCIAL IMPACT

There is no financial impact with the report.

ATTACHMENTS

1. Proclamation



CITY OF RIVERBANK PROCLAMATION

Pride Month - June 2025

WHEREAS, this nation was founded upon and is guided by a set of principles, including that every person has been created equal, that all have rights to their life, liberty and pursuit of happiness, and that all shall be afforded the full recognition and protection of the law; and

WHEREAS, the City of Riverbank has been and continues to be a place that values all people while recognizing and appreciating the importance of equality and freedom; and

WHEREAS, the City of Riverbank is strengthened by and thrives upon the rich diversity of ethnic, cultural, racial, sexual orientation and gender identities of its residents, all of which contribute to the vibrant character of the City; and

WHEREAS, it is imperative to acknowledge the need for education and awareness to end all types discrimination; and

WHEREAS, residents who are part of the LGBTQ+ community contribute to the enrichment of our community; and

WHEREAS, June has become a symbolic month in which the LGBTQ+ community and supporters come together in various celebrations of pride;

NOW, THEREFORE, BE IT RESOLVED, that the City of Riverbank, does hereby proclaim June as “LGBTQ+ Pride Month” in Riverbank and encourage all residents to recognize the contributions made by members of the LGBTQ+ community and to actively promote the principles of equality and liberty.

June 10, 2025

Rachel Hernandez, Mayor

RIVERBANK CITY COUNCIL:

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

RIVERBANK CITY COUNCIL/ LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 7.3

SECTION 7: PRESENTATIONS

Meeting Date:	June 10, 2025
Subject:	Proclamation – Disability Awareness Month
From:	Marisela H. Garcia, City Manager
Submitted by:	Claudia Edwards, Administrative Intern

RECOMMENDATION

It is recommended that the City Council read and present the Proclamation for Disability Awareness Month to Society for disABILITIES.

SUMMARY

Founded in 1947 in Modesto, California, the Society for disABILITIES began as a grassroots effort to assist individuals—primarily polio survivors—who were then referred to as "crippled" and had little access to medical care. At a time when government health programs did not exist, local citizens organized to provide essential services such as medical equipment, therapy, and vocational support.

Originally named the Society for Crippled Children and Adults, the organization adapted over time—especially following the creation of Medicare in 1965—by continuing to fill critical service gaps through its Medical Loan Closet and related programs. While the organization briefly affiliated with Easter Seals, it has remained an independent, community-supported nonprofit.

Today, the Society for disABILITIES continues its mission to improve the quality of life and self-sufficiency of people with disabilities across the Central Valley. It operates Stanislaus County's largest Medical Loan Closet, and offers education, recreation, job training, financial support, and resource referral services to over 75,000 residents with disabilities.

BACKGROUND

In 1947, the words "disabled" or "handicapped" were seldom used in reference to people and would have been considered extremely peculiar. The amputee, the stroke victim, or the polio patient were considered "crippled".

It was in this era, 73 years ago, in a small California farm town, that a group of people organized to help the “crippled”. They saw people suffering from the after-effects of polio and other disabling conditions, many of whom could not afford all of the medical care that might improve their condition. With humble beginnings, they set out to provide medical equipment, physical therapy, doctor consultations, and eventually even vocational rehabilitation. At that time there were no federal health plans and no notable government programs to meet these needs. That is why caring local citizens took action.

That small farm town was Modesto, and that little local organization was the Society for Crippled Children and Adults. In 1965, Medicare was established to provide medical care for persons with disabilities. Society responded by adapting our Loan Closet program to bridge the gaps in the Medicare system.

Society has gone through several name revisions, and aside from a brief affiliation as a local chapter of the Easter Seals Society, we have remained an independent, locally supported organization. Although, more than seventy years have passed the mission and vision of the Society for disABILITIES has not changed. We are still dedicated to improving the quality of life and self-sufficiency of people with disabilities within the Central Valley.

Today, Society operates the largest Medical Loan Closet in Stanislaus County, provides educational and recreational programs, job training services, our long-standing special needs fund, and resource and referral services to the more than 75,000 residents of Stanislaus County living with disabilities.

FINANCIAL IMPACT

There is no financial impact with the report.

ATTACHMENT

1. Proclamation



CITY OF RIVERBANK PROCLAMATION

Disability Awareness Month

WHEREAS, the City Council of the City of Riverbank has recognized healthy communities as a priority; and

WHEREAS, within the next year, at least one out of eight Californians will experience a disability personally or through a family member; and

WHEREAS, disabilities can affect all people, regardless of race, age, gender, or social status and the essence of life is not embodied by physical or mental perfection but it is an integral part of the human spirit; and

WHEREAS, increasing public awareness about diverse abilities is vital to fighting the stigma and discrimination that often serve as a barrier to employment, socialization, and individual well-being; and

WHEREAS, communities thrive when residents appreciate the unique gifts inside people of all abilities; and

WHEREAS, education, understanding, access engagement, and relationships are important components of a connected, livable, and healthy community; and

WHEREAS, the Society for disABILITIES will commemorate June 2025 and each June hereafter as Disability Awareness Month.

NOW, THEREFORE, LET IT BE PROCLAIMED by the City Council of the City of Riverbank that June 2025 is Disability Awareness Month within the City of Riverbank and we urge all of our citizens to become aware of the needs and capabilities of persons with disabilities.

June 10, 2025

Rachel Hernandez, Mayor

RIVERBANK CITY COUNCIL:

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

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 7.4

SECTION 7: PRESENTATIONS

Meeting Date:	June 10, 2025
Subject:	Proclamation – Juneteenth Freedom Day 2025
From:	Marisela H. Garcia, City Manager
Submitted by:	Claudia Edwards, Administrative Intern

RECOMMENDATION

It is recommended that the City Council read the Proclamation for Juneteenth Freedom Day 2025.

SUMMARY

Juneteenth, observed annually on June 19, commemorates the end of slavery in the United States. The holiday marks the day in 1865 when Union troops arrived in Galveston, Texas, and announced the enforcement of the Emancipation Proclamation, freeing the last remaining enslaved African Americans—more than two years after the proclamation was issued by President Abraham Lincoln on January 1, 1863.

Juneteenth is a celebration of freedom, resilience, and African American culture and heritage. It is recognized as a federal holiday in the United States, following the passage of the Juneteenth National Independence Day Act in June 2021.

Today, Juneteenth is commemorated with community events, educational activities, and cultural celebrations, highlighting the ongoing pursuit of equality and justice.

BACKGROUND

Juneteenth, a blend of "June" and "nineteenth," is the oldest nationally celebrated commemoration of the ending of slavery in the United States. It dates back to June 19, 1865, when Union Major General Gordon Granger arrived in Galveston, Texas, and issued General Order No. 3, formally announcing that all enslaved people were free. This announcement came over two years after President Abraham Lincoln's Emancipation Proclamation, which had gone into effect on January 1, 1863, but had not been enforced in many Confederate-controlled areas.

The delay in delivering and enforcing the proclamation in Texas was due to the minimal presence of Union troops in the region until the end of the Civil War. The arrival of federal troops ensured that emancipation would finally be implemented in one of the most remote Confederate states.

Following this announcement, June 19 became a day of celebration for formerly enslaved African Americans, initially observed through church services, family gatherings, music, and prayer. As African Americans migrated across the country, they carried the tradition of Juneteenth with them.

Although Juneteenth was primarily celebrated in African American communities for generations, it has gained broader recognition in recent decades. In 2021, Juneteenth was officially designated a federal holiday in the United States under the Juneteenth National Independence Day Act, reflecting a growing national acknowledgment of the historical significance of slavery and the importance of racial justice.

Today, Juneteenth serves both as a commemoration of the end of slavery and a celebration of African American culture, history, and ongoing contributions to American society.

FINANCIAL IMPACT

There is no financial impact with the report.

ATTACHMENTS

1. Proclamation



CITY OF RIVERBANK PROCLAMATION

Juneteenth 2025

WHEREAS, Juneteenth, observed annually on June 19, commemorates the day in 1865 when Union troops arrived in Galveston, Texas, and announced the end of slavery, more than two years after President Abraham Lincoln issued the Emancipation Proclamation; and

WHEREAS, Juneteenth represents a critical moment in American history, honoring the perseverance, strength, and contributions of African Americans who endured the injustices of slavery and who have played a central role in shaping the nation's identity, culture, and democratic ideals; and

WHEREAS, the recognition of Juneteenth is a powerful reminder of the ongoing journey toward justice, equity, and inclusion, and it encourages all citizens to reflect on our collective past and renew our commitment to building a more just and equitable society; and

WHEREAS, on June 17, 2021, Juneteenth was officially recognized as a federal holiday with the signing of the Juneteenth National Independence Day Act, further affirming its national significance and the importance of acknowledging the end of slavery in the United States; and

WHEREAS, the City of Riverbank values diversity, equity, and inclusion and recognizes the importance of commemorating historical milestones that reflect the American struggle for freedom and equality;

NOW, THEREFORE, I, Rachel Hernandez, Mayor of the City of Riverbank, on behalf of the City Council and our community, do hereby proclaim June 19, 2025, as Juneteenth Freedom Day in the City of Riverbank, and encourage all residents to honor this day through reflection, education, and participation in activities that promote diversity, inclusion, and understanding.

June 10, 2025

Rachel Hernandez, Mayor

RIVERBANK CITY COUNCIL:

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

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 7.5

SECTION 7: PRESENTATIONS

Meeting Date:	Jun 10, 2025
Subject:	Riverbank Representative Update by Stanislaus Consolidated Fire Protection District Board Director Charles E. Neal and Chief Clint Bray
From:	Marisela H. Garcia, City Manager
Submitted by:	Gabriela Hernandez, CMC, City Clerk

RECOMMENDATION

It is recommended that the City Council receive an update by Director Charles E. Neal and Chief Clint Bray with Stanislaus Consolidated Fire Protection District.

SUMMARY

The Stanislaus Consolidated Fire Protection District (“SCFPD”) is a five -member Board of Directors charged with strategic leadership, policy and direction, and fiscal oversight. Established March 3, 1995, the “District” is the consolidation that includes unincorporated sections of East Modesto, the cities of Riverbank and Waterford and the communities of Empire, La Grange and Hickman.

Director Neal is scheduled to provide quarterly updates on the activities and business of the Board.

STRATEGIC PLAN

The mission of the City of Riverbank is to provide high quality, professional services and a safe family-oriented community for our diverse residents to thrive. The Fire District provides essential fire and medical services, safeguarding the residents of the City of Riverbank. Appointing a Riverbank Representative to serve on the SCFPD Board of Directors provides the opportunity for the City to collaborate with District leadership and other District territory Board representatives to assist in the development, operation, and maintenance of a strong, responsible Fire District; all of which is consistent with the City’s mission.

FINANCIAL IMPACT

There is no financial impact associated with this report.

ATTACHMENTS

There are no attachments to this item.

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.1

SECTION 9: CONSENT CALENDAR

Meeting Date:	June 10, 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:	June 10, 2025
Subject:	Approval of the City Council and Local Redevelopment Authority Board Minutes for May 27, 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 May 27, 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 May 27, 2025.
Exhibit A: Resident Handout on Item 7.1

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, MAY 27, 2025 – 6:00 P.M.

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

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

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

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

5. AGENDA CHANGES

No Agenda Changes.

6. CONFLICT OF INTEREST

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

Councilmember Call declared a conflict with Item 9.5-E, Crossroads Landscape & Lighting District.

7. PRESENTATIONS (Informational only)

Item 7.1 **Presentation- STRGBA Background-** It is recommended that the City Council receive a presentation from Cody Bridgewater, City of Riverbank Director of Public Works, regarding the history and general information about the Stanislaus Tuolumne River Groundwater Basin Alliance (STRGBA).

Director of Public Works Bridgewater, gave a PowerPoint presentation on the background history Stanislaus Tuolumne River Groundwater Basin Alliance.

Bill Lyons, River Heights Shopping Center owner to express his concern with Item 7.1.

Anthony Ratto, Escalon resident a farmer in the area to express his concern with Item 7.1.

Wrangler Wheeler, a Farmer in West Modesto to express his concern with Item 7.1. provided City Clerk with a Handout. (Exhibit A- Attached)

John Brichetto, a Farmer in Oakdale to express his concern with Item 7.1.

Jami Aggers, Stanislaus County resident mentioned that the proposed Riverwalk project was not part of the Groundwater Sustainability Plan.

Garry Pearson, Riverbank resident to express his concern with Item 7.1.

Item 7.2 **Presentation - CalPERS Pension Program Review and Cost Management Strategy Assessment-** It is recommended that the City Council receive a presentation from NHA Advisors regarding the City's Public Employee Pension Program (CalPERS) and strategies to be able to manage the rising costs.

Mike Meyer and Eric Scriven, with NHA Advisors gave a PowerPoint presentation regarding the CalPERS Pension Program and the strategies to be able to manage rising costs.

Item 7.3 **Presentation – Community Development Department – 6th Cycle Housing Element Progress Update-** It is recommended that the City Council receive a presentation from the Community Development Department – Planning Division on the progress made for the 6th Cycle Housing Element

David Niskasen with JB Anderson Land Use Planning, gave a PowerPoint presentation with a progress update on the 6th cycle housing element.

Garry Pearson, Riverbank resident to express his opinion regarding Item 7.3.

Jami Aggers, Stanislaus County resident to express interest in the upcoming revised Housing Element.

Item 7.4 **Presentation regarding Brown Act Compliance and Best Practices for Social Media Activity-** The purpose of this presentation is to provide the City Council with a refresher on the Ralph M. Brown Act and the best practices for using social media platforms in a manner that maintains compliance with these legal requirements.

Doug White, Deputy City Attorney with White Brenner LLP, gave a PowerPoint presentation on the Brown Act Compliance and Best Practices for Social Media Activity by City Council.

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 7:37 P.M.

Jami Aggers, Stanislaus County resident to thank Council for tonight's SGMA Presentation and for allowing the public to participate in the Strategic Planning session and lastly for the upcoming Riverwalk meeting in July.

Christian, Riverbank High School student to advocate for a youth council.

Juan Tellez, Facilitator with the Youth Inspired Academy to advocate for a youth council. Also, extend an invitation to council for upcoming session on June 6th at the Riverbank High Cafeteria.

Mayor Hernandez closed the Public Comment Period at 7:41 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 for May 13, 2025.

Item 9.3 **Resolution 2025-032** Adopting a List of Projects for Fiscal Year 2025-2026 Funded by SB 1: The Road Repair and Accountability Act of 2017

Item 9.4 **Resolution 2025-033** to Approve and Adopt 2025 City of Riverbank Measure L Expenditure Plan Project List.

Item 9.5 **Resolutions** for each of the Lighting Districts to: 1) Initiate Proceedings for the Annual Levy of Assessments; 2) Declare Its Intention to Levy Annual Assessments; and 3) For Preliminary Approval of the Annual Levy Report for Fiscal Year 2025/2026. The Landscape and Lighting Districts are:

9.5-A: Consolidated Landscaping and Lighting District
Resolution 2025-034, Resolution 2025-035, Resolution 2025-036

9.5-B: Ridgewood Place Landscaping and Lighting District
Resolution 2025-037, Resolution 2025-038, Resolution 2025-039

9.5-C: River Cove Landscaping and Lighting District
Resolution 2025-040, Resolution 2025-041, Resolution 2025-042

9.5-D: Sierra Vista Estates Landscaping and Lighting District
Resolution 2025-043, Resolution 2025-044, Resolution 2025-045

9.5-E: Crossroads Landscaping and Lighting District

Item 9.6 **Resolution** for Each of the following Storm Drain Maintenance Districts Declaring its Intention to Levy and Collect Annual Assessments for Fiscal Year 2025/2026. The Storm Drain Maintenance Districts are:

9.6-A: Riverbank Storm Drain Maintenance District
No.2006-01 (Heartlands)
Resolution 2025-046

9.6-B: Riverbank Storm Drain Maintenance District
No.05-01 (Sterling Ridge)
Resolution 2025-047

Item 9.7 **Resolution 2025-048** to Approve the Award of the Parks Landscape Maintenance Contract to Grover Landscape Services, Inc.

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 **with the exception of Item 9.5-E.***

*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*

9.5-E: Crossroads Landscaping and Lighting District
Resolution 2025-049, Resolution 2025-050, Resolution 2025-051

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

ACTION: By motion moved and seconded (*Fosi / Pimentel 4/0*) to approve Consent Calendar **Item 9.5-E Crossroads Landscape and Lighting District.**

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

AYES: Uribe, Fosi, Pimentel, and Mayor Hernandez

NAYS: None / ABSENT: None / ABSTAINED: None

10. PUBLIC HEARING

No Items Scheduled.

11. NEW BUSINESS

Item 11.1 Riverbank Regional Recycled Water Project. Council Re-affirmation of Resolution 2025-019 Adopting the Addendum to Initial Study (IS)/ Mitigated Negative Declaration (MND) document prepared for the Riverbank Regional Recycled Water Project (previously adopted MND) subsequent to the public comment period required by State Water Resources Control Board.- City staff recommends the re-affirmation of Resolution No. 2025-019 adopting the addendum to the Initial Study (IS)/Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP) based on the findings in the Addendum to the MND for the Riverbank Regional Recycled Water Project subsequent to the public comment period required by State Water Resources Control Board.

Public Works Director Bridgewater gave a comprehensive report and PowerPoint presentation on the Riverbank Recycled Water Project Initial Study and Mitigated Negative Declaration and Rescinding Resolution 2025-019.

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 (*Call / Fosi 5/0*) to approve **Resolution 2025-052** rescinding Resolution 2025-019 and adopting the addendum to the Initial Study/Mitigated Negative Declaration document for the RRRWP.

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

NAYS: Uribe, Fosi, Pimentel, Call, and Mayor Hernandez

AYES: None / ABSENT: None / ABSTAINED: None

Item 11.2 **Resolution to Approve an Option for Street Sweeping Services-** It is recommended that the City Council review and approve one of the three proposed options for street sweeping services. Staff recommends approval of option 2A as the preferred course of action.

Public Works Director Bridgewater gave a comprehensive report and PowerPoint presentation on the proposed options for Street Sweeping Services

City Council discussed item with staff.

Randy Richardson, Riverbank resident to seek clarification on why Gilton ended services.

Evelyn Halbert, Riverbank resident to seek clarification on Item 11.2.

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

ACTION: *By motion moved and seconded (Uribe / Call 5/0) to approve **Resolution 2025-053 approving** option 2A for Street Sweeping Services.*

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

Item 11.3 **Resolution to Adopt a Facility Rental Fee Waiver Policy for City-Owned Facilities-** It is recommended that the City Council adopts a Facility Rental Fee Waiver Policy for City-Owned Facilities.

Director of Parks & Recreation Patton gave a compressive staff report and PowerPoint presentation on the proposed Facility Rental Fee Waiver Policy.

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 / Pimentel 5/0) to approve **Resolution 2025- 054 approving the Facility Rental Fee Waiver Policy for City-Owned Facilities.***

*Motion carried by unanimous City Council and LRA Board roll call vote:
NAYS: Uribe, Fosi, Pimentel, Call, and Mayor Hernandez
AYES: 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:

- *The last Food Court Friday for the year is this Friday May 30th. To close out this successful event Parks and Recreation will be holding its first movie in the park in the grass area of the Sports Complex they will be showing Elemental so, come get your food from your favorite truck and catch the movie with us. The movie will begin at dusk.*
- *A friendly reminder to all that we are currently in our Spring and Summer watering schedule. Odd addresses can water on Wednesday, Friday, and Sunday and Even addresses can water on Tuesday, Thursday, and Saturdays before 10:00 am in the morning or after 7:00 pm. No watering is allowed on Mondays.*
- *The City will be hosting a workshop regarding the Riverwalk project on Wednesday July 9th at 6:00 pm in the Community Center. Join us to learn more about this project it's going to be a joint meeting with the Planning Commission and the City Council and there will be no decision making it will be just an informational workshop.*
- *An update regarding our Recycled Water Project the City had applied for a \$50 million dollar grant for this project, but were advised that due to changes in the federal government the program is no longer being funded. The city will be exploring alternative funding sources including the EPA WIFIA program the progress continues to be made with the State Water Board for SRF funding who has allocated approximately \$83 million to the city already.*

Item 12.2 Council/Authority Member

Vice Mayor Fosi:

- *I just would like to comment on what was just announced and it's something that I have heard that was going to happen and it is unfortunate because it's not only our City it is other Cities throughout the United States. I am sorry to hear that this has happened however I do think it brings forward that we should have a discussion about doing a feasibility study on what other things we can do with the Waste Water Treatment Plant to meet our water needs in the future and I'll be bringing that forward when needed.*

Councilmember Uribe:

- *The BRIC Grant if that is what we are referring to that is a little bit shocking. So, we definitely need to discuss that a little bit more definitely at the next Council Meeting. I will be reaching out to Cody and having some discussions about that.*
- *Doug, City Attorney kind of scared me on my announcement here so, Doug if you need to yell at me a little bit more go for it. So just a reminder June 8th through the 28th we are going to be doing a donation drive for Sierra House. We are going to be collecting socks, undergarments, laundry detergent, bleach, hand*

soap everything you can think of for our you know for our homeless. We are going to have drop off donations here in suite A it is going to be Monday through Friday 10 am to 4 pm. City Hall is not open on June 8th but please start to get those items collect them and then on June 9th bring them in. We will have a donation box up at the front. Me and I'll cover the other person's face we will figure it out.

Councilmember Pimentel:

- On the 17th I attended the Latino Chamber Awards it was very nice. I want to give a shout out to Johnny Garcia it was very organized and well done.*
- On the 18th I helped with the pancake breakfast, good job Cindy. I can say that here, it was very nice, well done.*
- I had my first meet and greet on the 20th I will be doing another one possibly in the middle of June and I will post on that.*

Councilmember Call:

- I went to the Stanislaus Homeless Alliance meeting after previous meeting. There were presentations from Behavioral Health outreach and engagement, as well as the new Dignity Village in Modesto. I was most interested in learning more about the different options for housing and the types of permanent supportive housing. The county is really getting creative with what they're doing there, so I commend them on that. And the most eye-opening thing for me is how specific the tenant requirements are based on the funding source. So, to kind of elaborate on that proposition 1 funding, it's all specific to permanent supportive housing for mental health needs and substance abuse was now added to that funding for proposition 1 then kind of carries into it. But behavioral health board meeting I went to that last Thursday to hear about the changes due to proposition 1 and how funding will be realigned and who will be impacted by these changes. One of the most impactful questions asked that night by a board member was, how do we protect the proven programs for preventative services? Proposition 1 is moving revenue streams from preventative services to long term, ongoing services, which appear to be majority housing. So, getting to see that roll out and that change.*
- I attended and surprised nobody mentioned it but the Strategic Plan with the team, I was able to discuss what I felt was significant. Some of the priorities that I was able to contribute was the need for an ordinance on vacant commercial properties and partnerships to revitalize our downtown through banker partnership programs and possibly adding economic development liaisons or staff to support Riverbank businesses and the exposure for them as a whole the Parks and Rec expansion opportunities, and adding accountability as a value for the city we need to hold each other accountable and making decisions for our community as one.*
- I attended the Memorial Celebration, which was absolutely incredible. So, thank you, Mayor for helping with that and Councilmember Uribe, I know you had some conversations with Veterans in Action there. So, it was beautiful and I was really,*

really proud to be there. It's an emotional experience for me so I just I really want to thank you guys for putting that together. It was beautiful.

- The Life Jacket Drive, I've talked about it before, but community member Keryn Whitlow and I are doing a life jacket drive on May 31st at Jacob Meyers Park. We have already raised over 60 jackets there sitting in my office, and I can't wait to offload them. We will be out there from 10:00 a.m. to 2:00 p.m. and we have so far raffle prizes from Wow Brow Studio, Get Toasted, 108 Sports Lounge and then other businesses from surrounding cities supporting the cause like; York Orthopedic, Wildfire and Firenze.*
- Councilmember Uribe touched on it, but we have the Fresh Start Drive starting in June.*
- So, for a while we've been talking about Opportunity Stanislaus and reviewing that MOU. I'm just requesting council to revisit the allocation of funding for the contract for Opportunity Stanislaus.*

Item 12.3 Mayor/Chair

Mayor Hernandez:

- I have my Meet the Mayor at Galaxy Theater this Thursday at 4:30 p.m.*
- Just something that's been sitting on my mind is we are going to be seeing reassessment of our water rates. We heard earlier today the potential for long term increases for our ratepayers. And with this news of the BRIC Grant, it just solidifies that we are not going to get the extra support for our Wastewater Treatment Plant so it worries me, I mean, as a ratepayer that struggles as well, that we are going to continue offloading these increases to ratepayers without the promise that we had originally a few years back mentioned where we were going to potentially be able to kind of pull back some of these rate increases. So, I think as we are seeing the increases on all ends, that we get an Agenda item showing real costs to residents so as we are discussing with financial advisors what's going to come forward with our options for the Wastewater Treatment Plant. And again, I want to be supportive of a feasibility study in those options as well, so we can show our neighbors and our residents that we're really committed to quality, but also livability and affordability of our cost of living.*

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 Miscellaneous Employees

Item 13.2 PUBLIC EMPLOYEE PERFORMANCE EVALUATION

(Pursuant to Government Code §54957(b)(1))

Title: City Manager

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

City Manager Garcia, Recused herself from closed session at 9:05 P.M.

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

14. REPORT FROM CLOSED SESSION

Item 14.1 Report from Closed Session Item 14.1

CONFERENCE WITH LABOR NEGOTIATORS

(Pursuant to Government Code §54957.6)

Agency representative: City Manager Marisela H. Garcia

Employee Organizations: Riverbank Miscellaneous Employees

DIRECTION: *Provided to staff.*

Item 14.2 Report from Closed Session Item 13.2

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

(Pursuant to Government Code §54957(b)(1))

Title: City Manager

DIRECTION: *Provided to staff.*

15. ADJOURNMENT OF THE REGULAR MEETING

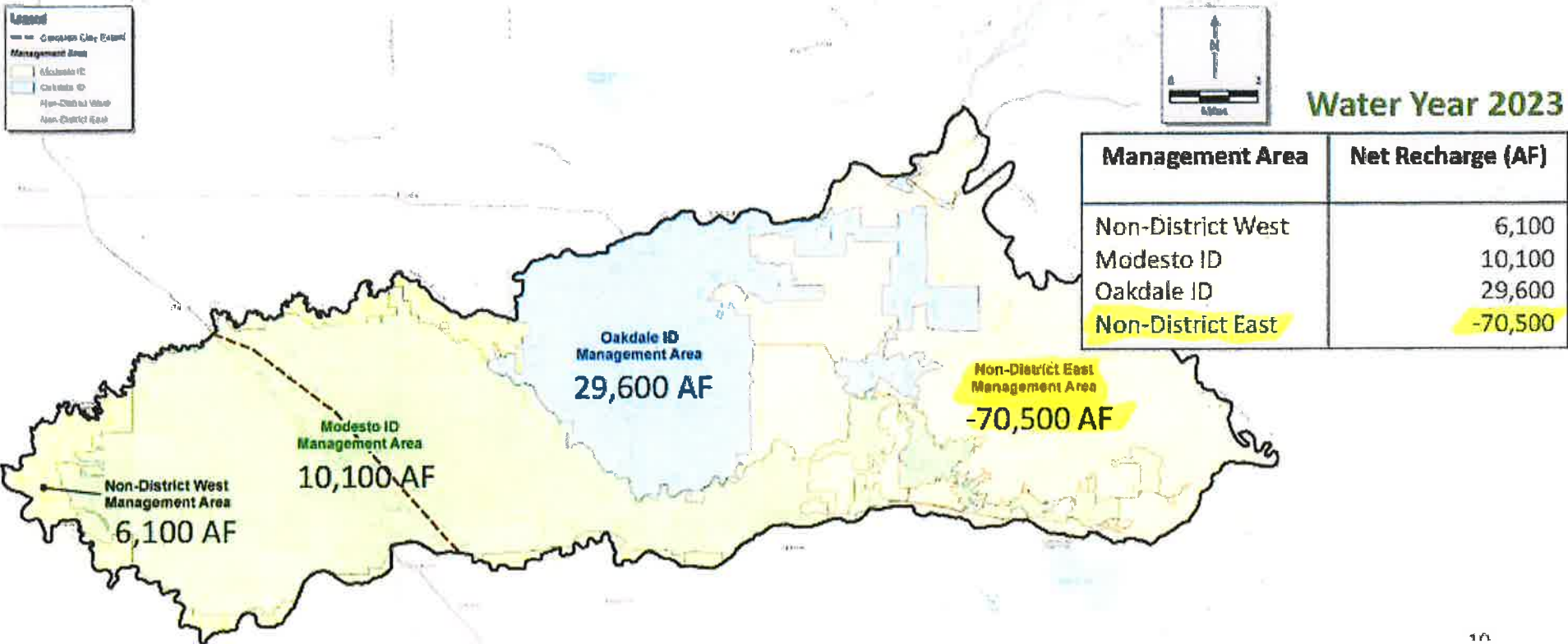
There being no further business, Mayor / Chair Hernandez adjourned the regular meeting at 9:20 P.M. to the next regular scheduled City Council / LRA Meeting of June 10, 2025 at 6:00 P.M.

ATTEST: (Adopted 06/10/2025)

APPROVED:

Gabriela Hernandez, CMC
City Clerk / LRA Recorder

Rachel Hernandez
Mayor/ Chair



RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.3

SECTION 9: CONSENT CALENDAR

Meeting Date:	June 10, 2025
Subject:	Acceptance of the Roselle & S. Rosebrook Intersection Improvements Project and Authorization to File a Notice of Completion
From:	Marisela H. Garcia, City Manager
Submitted by:	Kathleen Cleek, Capital Projects/Regulator Compliance Manager Laura Graybill, Senior Project Coordinator

RECOMMENDATION:

It is recommended that the City Council accept the completion of the Roselle & S. Rosebrook Intersection Improvements Project and authorize staff to file a Notice of Completion.

SUMMARY:

Hensley's Paving & General Engineering Inc. completed the construction of the Roselle & S. Rosebrook Intersection Improvements Project. William Kull, City Engineer, and City staff have performed a final inspection and determined that construction has been completed per the plans and specifications.

The contract was awarded on September 24, 2024 to Hensley's Paving & General Engineering Inc. in the amount of \$542,017.09. One contract change order was issued for this project in the amount of \$6,866.76. The total cost of construction is \$548,883.85.

It is recommended that the Council accept the Roselle & S. Rosebrook Intersection Improvements Project as complete and authorize the Senior Project Coordinator to record the Notice of Completion.

FISCAL IMPACT:

Funding has been programmed for this project with Measure L Funds, the total cost of construction is \$548,883.85.

ATTACHMENTS:

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

CITY OF RIVERBANK

AND WHEN RECORDED MAIL TO

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

Exempt from Recording Fees (Per Government Code Section 27388.1)

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

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

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

(Print Full Name)

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

(Address, City, State, Zip)

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

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

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

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

Co-owner's Name(s)

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

N/A

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

Co-owner's Name(s)

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

N/A7. A work of improvement on the property described below was completed on June 10, 2025

(Date of Completion)

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



8. The name of the original contractor, if any, for the work of improvement was (if no contractor for the work of improvement as a whole, insert the word "none") Hensley's Paving & General Engineering Inc.

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

☐ The kind of work done or finished was utility potholing, asphalt grinding, sub-base removal, paving,
(Give General Description of Work Completed, e.g., Furnishing of Concrete for Sidewalks, etc.)
curb, gutter, sidewalk, striping, traffic control and all other work included on the plans.

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

Roselle and S. Rosebrook Intersection Improvements Project

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

10. The street address of the said property is Intersection of Roselle and S. Rosebrook in Riverbank, CA
(Address, City, State, Zip, or if No Official Street Address, Insert the Word "None")

Dated this 10th day of June, 2025
(Day) (Month) (Year)

City of Riverbank
Laura Graybill, Senior Project Coordinator

(Owner's Signature)

(Owner's Typed or Printed Name)

VERIFICATION

I the undersigned, say:

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

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

Executed in City of Riverbank, County of Stanislaus, State of California
on this 10th day of June, 2025
(Day) (Month) (Year)

(Signature of Person Signing Notice of Completion)

City of Riverbank
Laura Graybill, Senior Project Coordinator

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

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

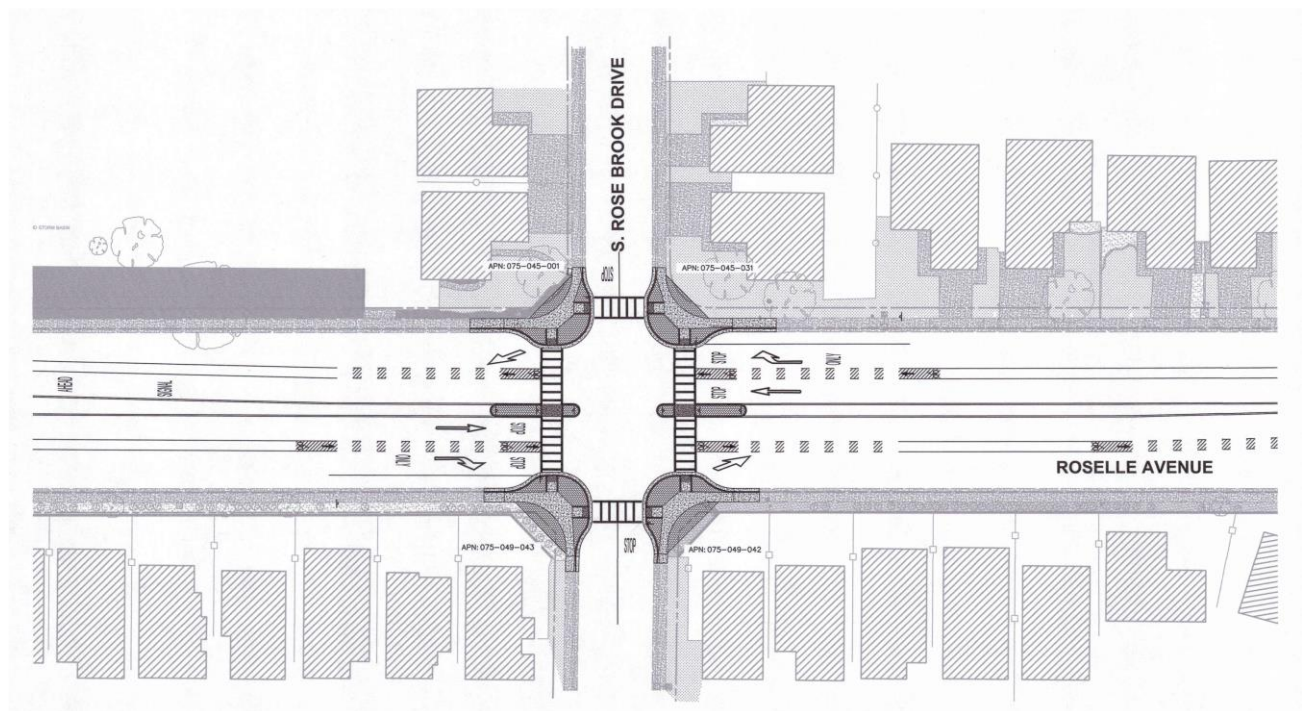
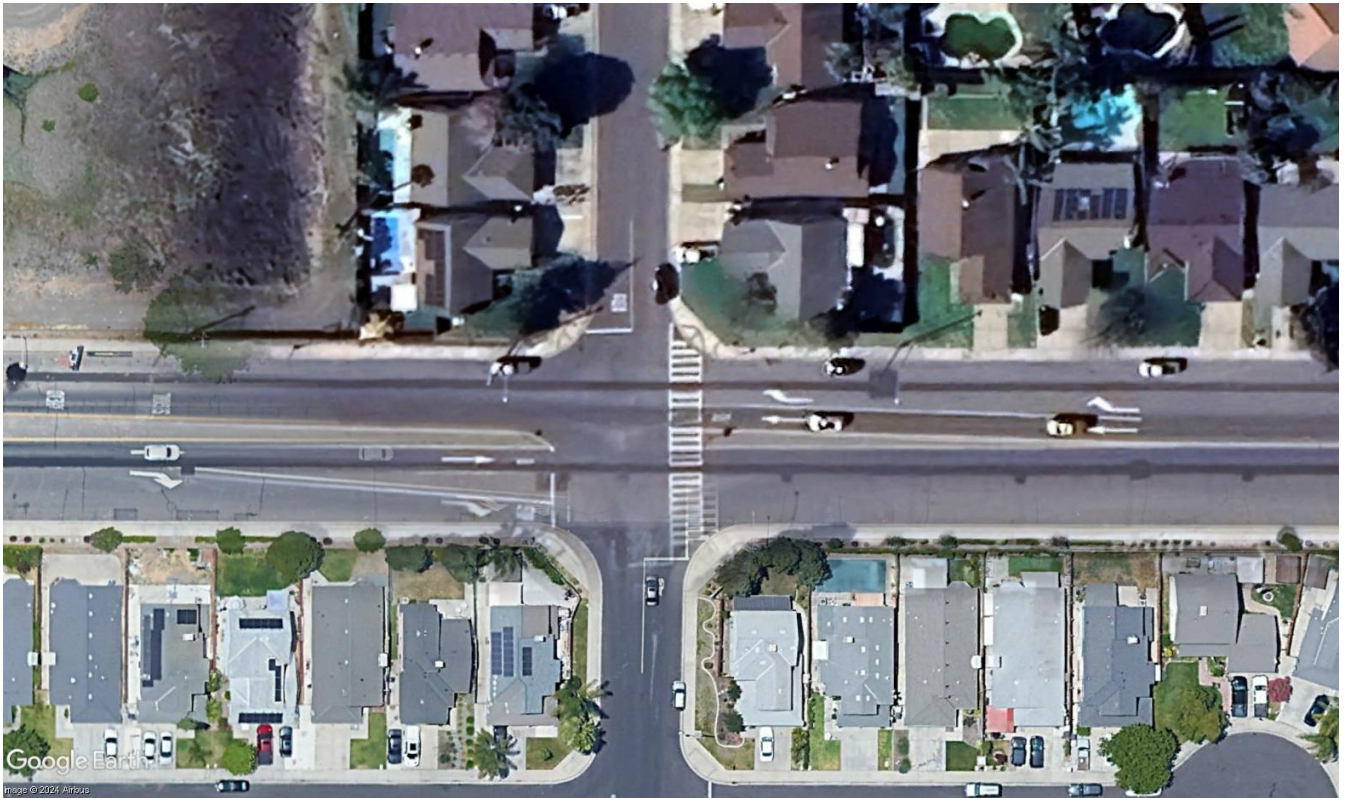
the project (CA Civil Code § 3115); and all other persons who furnished labor, services, equipment, or materials must record their liens within thirty (30) days after the notice of completion is recorded (CA Civil Code § 3116). Otherwise, all persons who furnished labor, services, equipment, or materials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

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

Roselle & S. Rosebrook Intersection Improvements Project
Before and After Photos



SITE MAP
ROSELLE & S. ROSEBROOK INTERSECTION IMPROVEMENTS
PROJECT



RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.4

SECTION 9: CONSENT CALENDAR

Meeting Date:	June 10, 2025
Subject:	Acceptance of the Woodhaven Drywell, Catch Basin and Hard Scape Project and Authorization to File a Notice of Completion
From:	Marisela H. Garcia, City Manager
Submitted by:	Kathleen Cleek, Capital Projects/Regulator Compliance Manager Laura Graybill, Senior Project Coordinator

RECOMMENDATION:

It is recommended that the City Council accept the completion of the Woodhaven Drywell, Catch Basin and Hard Scape Project and authorize staff to file a Notice of Completion.

SUMMARY:

Sinclair General Engineering Construction Inc. completed the construction of the Woodhaven Drywell, Catch Basin and Hard Scape Project. William Kull, City Engineer, and City staff have completed a final inspection and determined that construction has been completed per the plans and specifications.

The contract was awarded on January 29, 2025 to Sinclair General Engineering Construction Inc. in the amount of \$151,306.00. One contract change order was issued for this project in the amount of (\$3,572.38). The total cost of construction is \$147,733.62.

It is recommended that the Council accept the Woodhaven Drywell, Catch Basin and Hard Scape Project as complete and authorize the Senior Project Coordinator to record the Notice of Completion.

FISCAL IMPACT:

Funding has been programmed for this project with SB 1 Road Maintenance and Rehabilitation Funds; the total cost of construction is \$147,733.62.

ATTACHMENTS:

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

CITY OF RIVERBANK

AND WHEN RECORDED MAIL TO

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

Exempt from Recording Fees (Per Government Code Section 27388.1)

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

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

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

(Print Full Name)

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

(Address, City, State, Zip)

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

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

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

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

Co-owner's Name(s)

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

N/A

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

Co-owner's Name(s)

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

N/A7. A work of improvement on the property described below was completed on June 10, 2025

(Date of Completion)

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



8. The name of the original contractor, if any, for the work of improvement was (if no contractor for the work of improvement as a whole, insert the word "none") Sinclair General Engineering Construction Inc.

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

☐ The kind of work done or finished was asphalt removal & paving, curb, gutter, sidewalk, vertical rock drains (drywells), catch basins, striping, traffic control, and all other work included on the plans.
(Give General Description of Work Completed, e.g., Furnishing of Concrete for Sidewalks, etc.)

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

Woodhaven Drywell, Catch Basin and Hard Scape Project

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

10. The street address of the said property is Various locations in Riverbank, CA

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

Dated this 10th day of June, 2025
(Day) (Month) (Year)

City of Riverbank
Laura Graybill, Senior Project Coordinator

(Owner's Signature)

(Owner's Typed or Printed Name)

VERIFICATION

I the undersigned, say:

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

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

Executed in City of Riverbank, County of Stanislaus, State of California
on this 10th day of June, 2025
(Day) (Month) (Year)

(Signature of Person Signing Notice of Completion)

City of Riverbank
Laura Graybill, Senior Project Coordinator

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

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

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

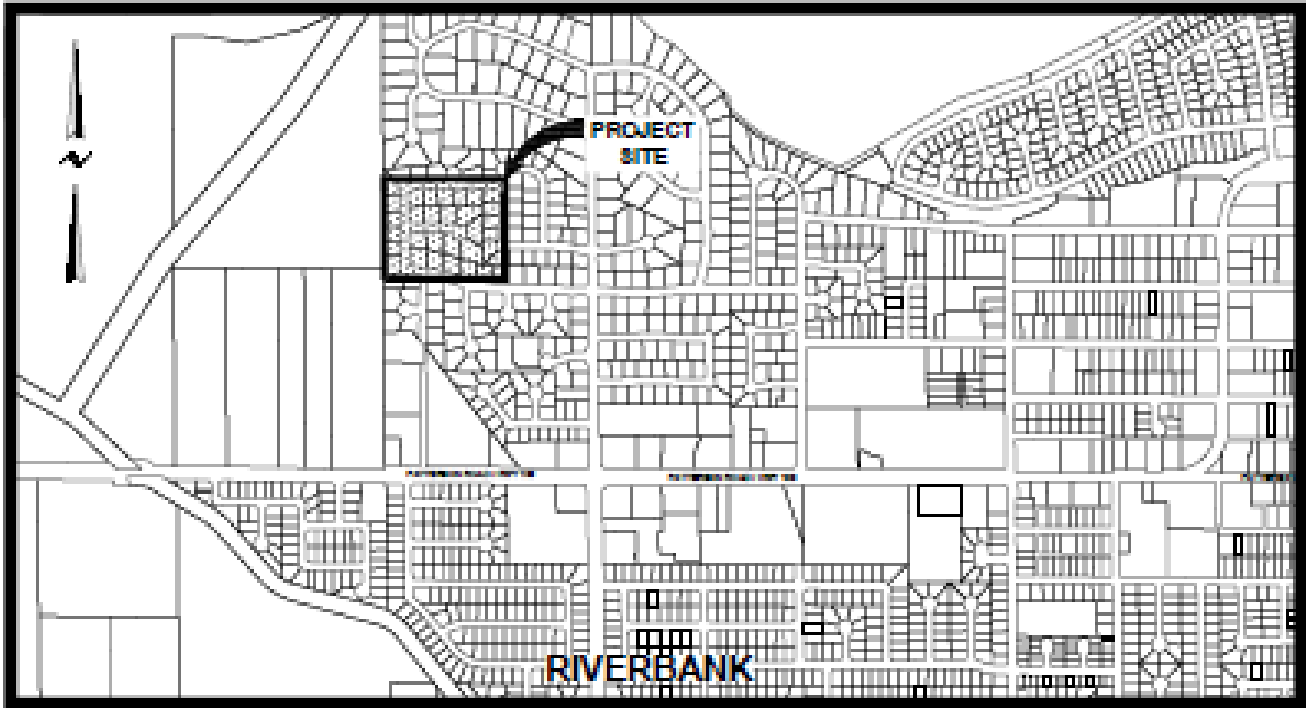
The owner must record the notice in the office of the county recorder of the county where the site is located within ten (10) days after the work of improvement is completed (CA Civil Code § 3093(e)). This applies equally to the project which is completed in phases. A notice of completion must be filed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

Woodhaven Drywells, Catch Basins and Hardscape Project Photos



Site Map

Woodhaven Drywell, Catch Basin and Hardscape Project



VICINITY MAP

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.5

SECTION 9: CONSENT CALENDAR

Meeting Date: June 10, 2025

Subject: Resolution Approving the Regional Solid Waste Disposal Plan Memorandum of Understanding Between the City of Riverbank and Stanislaus County

From: Marisela H. Garcia, City Manager
Tammy Alcantor, Assistant City Manager/Admin. Services Director
Kathleen Cleek, Capital Projects/Regulatory Compliance Manager

RECOMMENDATION

It is recommended that the City Council consider adopting a resolution approving the Regional Solid Waste Disposal Plan Memorandum of Understanding between the City and Stanislaus County and authorizing the Mayor to execute the Memorandum of Understanding.

SUMMARY

The current Memorandum of Understanding (“MOU”) with Stanislaus County for Regional Solid Waste Disposal is expiring on June 30, 2025. Through negotiations with the County, a new MOU was developed and is presented for Council consideration.

BACKGROUND

The Integrated Waste Management Act of 1989 (“AB 939”) mandates local jurisdictions to divert at least 50% of waste from landfills. AB 939 established the framework for solid waste planning, solid waste facility and landfill compliance, resource conservation, and waste management operations. Ongoing diversion goals and program requirements are implemented through a reporting system overseen by the California Integrated Waste Management Board (“Board”).

In 1994, Stanislaus County and cities of Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, Turlock, and Waterford entered into a Memorandum of Understanding (“MOU”) regarding the use of funds to achieve the waste reduction and diversion goals specified in AB 939. Under this MOU, the County agreed to prepare the initial planning documents and ongoing reporting requirements for the Board. In 1999, the City and the

County entered into Amendment 1 of the MOU to provide for payment of the City's share of the costs for services and in 2001 Amendment 2 was approved to extend the term of the agreement indefinitely, subject to a 30-day notice.

In June 2001, the cities of Riverbank, Ceres, Hughson, Newman, Oakdale, Patterson, Turlock, and Waterford formed the Stanislaus County Regional Solid Waste Planning Agency through a Joint Powers Agreement. The purpose of the Regional Agency was to allow participating cities to share diversion credits and to prepare a single planning document for the entire region.

In 2015, the County initiated discussions with the participating cities to work towards a goal of sustaining a regional solid waste partnership that would direct the disposal of the majority of waste generated locally to either the Waste to Energy (WTE) facility or the Fink Road Landfill. The objective was to implement a plan to support the continued operations of the landfill and the WTE facility by ensuring that sufficient solid waste is delivered to those facilities and to provide regional AB 939 and Household Hazardous Waste services. Based on these discussions a new MOU was developed which had a ten year term expiring June 30, 2025. The agreement established a ten year schedule of tipping fees to be paid to the County. These tipping fees provide a funding source for the AB 939 and Household Hazardous Waste Programs provided by the County. The agreement required the City to deliver no less than 40% of its monthly acceptable solid waste to the Landfill and WTE facility.

In October 2023, the WTE facility, ran by Covanta, began to express serious concern regarding the financial sustainability of their operation in Stanislaus County. The WTE facility had been operating at a financial loss for several years, and changes in regulations in California continued to further strain the financial resources of the company without a significant increase to the tip fee. In December 2023, the Company sent correspondence to the County that proposed three options to mitigate the financial hardship at the WTE facility:

1. Mutually agreed upon early termination of the service agreement, ceasing operations on June 30, 2024.
2. Significantly increase the tipping fee at the WTE facility and/or increase the amount of Special Waste to be delivered to the Facility.
3. The Company could determine it had met its contractual obligations to effectively terminate the agreement early.

Due to the severity of the financial challenges facing the WTE Facility, the County determined that the best path forward for the partnership would be to allow the Company to exit the agreement early. After a series of negotiations, all parties have agreed to cease deliveries to the facility on December 2, 2024, and allow them to fully decommission and demolish the facility. The demolition of the facility is expected to take approximately 24 months and conclude in 2027.

The closure of the facility meant that the revenue sources needed to transition to the MOU tip fees at the Landfill. With the current MOU set to expire on June 30, 2025, the County has worked on determining the appropriate tip fee necessary to be charged with the

increased operating costs of the Landfill. The new fee structure will continue to include program revenue for the Household Hazardous Waste Program and AB 939, while removing the need for the administrative costs for County staff.

The major elements of the new Memorandum of Understanding are as follows:

1. **Term:** July 1, 2025 – June 30, 2035
Re-Evaluation: In the fifth year of the MOU, either party may initiate a re-evaluation of the tip fee or program fees associated with the agreement.
Term Extension: Additional five (5) years if mutually agreed upon. Either party may opt not to renew by providing notice no later than 90 days prior to the termination date.
Termination: 180 days prior written notice
2. **Guaranteed Delivery of Solid Waste** – City shall deliver to the landfill no less than 90% of its monthly acceptable solid waste.
3. **Total Disposal Rate:** \$43.38 per ton allocated as follows:
 - a. **Tip Fee:** \$39.14 per ton
 - b. **Household Hazardous Waste Program Fee:** \$2.45 per ton
 - c. **AB 939 Program Fee:** \$1.79 per ton
4. **Annual Adjustment:** The total disposal rate will be adjusted annually, effective July 1 of each year, to reflect the average annual CPI, with a 5% cap.
5. **AB 939 Program Administration by the County:** County will provide and maintain the following programs and services for each contract city –
 - a. All AB 939 Program Services as required by law, including but not limited to: Preparation and submittal of all required State diversion reporting and tracking;
 - b. Countywide public education and/or outreach;
 - c. Administration of the Recycling Market Development Zone;
 - d. Application for and administration of regional grants, including those for used oil recycling, beverage container recycling, used tire recycling, and tire enforcement;
 - e. Serve as staff to the Local Task Force on Solid Waste and Regional Solid Waste Planning Agency (Regional Agency);
 - f. Monitor proposed solid waste legislative and regulatory changes; and
 - g. Administration of the County's Food Processing By-Product Program.
6. **Household Hazardous Waste Program Administration by the County:**
 - a. Conduct a minimum of two (2) mobile HHW collection events annually for each Regional Agency City, with the exception of Ceres
 - b. Provide access to the permanent Household Hazardous Waste Facility for the collection of e-waste, used oil, oil filters, paints, pesticides, batteries,

- sharps, medications, and other miscellaneous household chemicals from Countywide residents;
- c. Provide access to the permanent Household Hazardous Waste Facility for the collection of hazardous waste generated by qualified and approved Conditionally Exempt Small Quantity Generators' Countywide; and
 - d. Countywide public education and/or outreach.

IMPACT TO RESIDENTIAL SOLID WASTE (GARBAGE) RATES

As the Memorandum of Understanding was being developed, the cities of Oakdale, Hughson, Waterford, and Riverbank met with Gilton Solid Waste in order to discuss the proposed agreement and the proposed fee of \$43.38 per ton to evaluate impact on the current rates charged to residents. Based on their review of the agreement, they have determined that there will be no impact on current rates as established. Current residential rates for a standard 90 gallon municipal solid waste cart & organic waste cart are \$38.13 per month.

STRATEGIC PLAN

Solid waste collection, disposal, and organic waste collection services are an important part of the general health and welfare of a community and are considered a municipal service. While not a strategic objective, the proposed agreement is consistent with the City's Mission to "provide high quality, professional services, and a safe, family-oriented community for our diverse residents to thrive."

FINANCIAL IMPACT

As noted above, the Agreement will not have any direct financial impact on the City, including residential and commercial garbage rates. The Disposal Rate established by the Agreement and the 90% deliver of Acceptable Solid Waste to the landfill will be incorporated into the city's existing and future franchise agreements for solid waste disposal services.

ATTACHMENTS

1. Resolution
2. Regional Solid Waste Disposal Plan Memorandum of Understanding

CITY OF RIVERBANK

RESOLUTION 2025-

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF RIVERBANK, CALIFORNIA
APPROVING THE REGIONAL SOLID WASTE DISPOSAL PLAN MEMORANDUM OF
UNDERSTANDING BETWEEN THE CITY OF RIVERBANK AND STANISLAUS
COUNTY**

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

WHEREAS, on August 26, 1994 the City of Riverbank (“City”) and Stanislaus County (“County”) entered into a Memorandum of Understanding (“MOU”) regarding implementation of the Integrated Waste Management Act of 1989 (“AB 939”); and

WHEREAS, in June 2001 the cities of Riverbank, Ceres, Hughson, Newman, Oakdale, Patterson, Turlock, and Waterford and Stanislaus County formed the Stanislaus County Regional Solid Waste Planning Agency to allow participating cities to share diversion credits and prepare a single Solid Waste Planning document for the region; and

WHEREAS, in April 2015 the City Council approved an updated MOU to include funding for the continued administration of the AB 939 program and the Household Hazardous Waste Program which is set to expire on June 30, 2025; and

WHEREAS, the City Council finds that it is in the best interest of the City to enter into a new Memorandum of Understanding between the City and the County; and

WHEREAS, the City Council acknowledges that the new MOU requires the City to guarantee delivery of at least 90% of its Acceptable Solid Waste tonnage generated by City residents to the Fink road Landfill; and

WHEREAS, the City Council acknowledges the importance of having a continual funding source for the administration of the AB 939 program and the Household Hazardous Waste Program; and

WHEREAS, the City Council has reviewed, and approves, all terms and provisions in the MOU herein incorporated as Exhibit A.

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

1. The City Council hereby approves the Regional Solid Waste Disposal Plan Memorandum of Understanding between the City of Riverbank and Stanislaus County.
2. The City Council authorizes the Mayor to execute a final draft of the MOU, subject to any final revisions by the County.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 10th day of June, 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 – Regional Solid Waste Disposal Plan Memorandum of Understanding between the City of Riverbank and Stanislaus County

**REGIONAL SOLID WASTE DISPOSAL PLAN
MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF RIVERBANK AND STANISLAUS COUNTY**

This Regional Solid Waste Disposal Plan Memorandum of Understanding (the "Agreement") is made and entered into by and between the County of Stanislaus, ("County") and the City of Riverbank ("City") on _____, 2025. City and County may herein be referred to individually as a "Party" and collectively as the "Parties". There are no other parties to this agreement.

RECITALS

WHEREAS, pursuant to Public Resources Code section 40976 the County and the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, Turlock and Waterford entered into a Memorandum of Understanding, dated August 26, 1994, regarding the use and distribution of AB-939 funds to achieve the waste reduction and diversion goals specified in AB-939 (the "AB-939 MOU");

WHEREAS, on or about December 30, 1999, the County and the above Cities entered into Amendment No. 1 of the AB-939 MOU to provide for payment of the Cities' proportional share of the costs for services provided by the County pursuant to AB-939;

WHEREAS, on August 1, 2001, the City of Riverbank, and on March 29, 2012, the City of Waterford, each executed Amendment No. 2 to the AB-939 MOU, establishing each City's obligation to pay their proportional share of the costs for services provided by the County pursuant to AB-939;

WHEREAS, revenues to fund the AB-939 and Household Hazardous Waste services provided by the County is proposed to be derived, in part, from tipping fees collected from the Fink Road Landfill;

WHEREAS, the County, together with the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, Turlock and Waterford formed the Stanislaus County Regional Solid Waste Planning Agency (hereinafter referred to as "Regional Agency") by entering into a Joint Powers Agreement on June 19, 2001, and the formation of the Regional Agency was approved by the California Integrated Waste Management Board on July 9, 2002.

WHEREAS, the Regional Agency was formed to enable participating entities to share diversion credits and to prepare a single, unified planning document for the entire region;

WHEREAS, on or about June 30, 2015, the Cities comprising of the Regional Agency entered into agreements establishing a Regional Solid Waste Disposal Plan, which provides for the delivery of acceptable solid waste to the Waste-to-Energy Facility and the Fink Road Landfill, and which agreements are set to expire on June 30, 2025.

WHEREAS, on December 2, 2024, the Waste-to-Energy Facility ceased operations, resulting in the need for the Fink Road Landfill to receive an increased portion of the countywide acceptable solid waste.

WHEREAS, the purpose of this Agreement is to enable members of the Regional

Agency to implement a Regional Solid Waste Disposal Plan (the "Plan") that supports the continued operation of the Fink Road Landfill (hereinafter referred to as "Landfill") by ensuring the delivery of sufficient solid waste to the facility to maintain their economic viability, and to provide regional AB 939 and Household Hazardous Waste services;

WHEREAS, the Plan, as set forth in this Agreement and the exhibits incorporated herein, includes a ten (10) year commitment from the Regional Agency Cities to guarantee the delivery of a portion of their solid waste to the Landfill; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the Parties hereby agree as follows:

AGREEMENT

1. Incorporation by Reference. The foregoing Recitals are hereby incorporated into and made a part of this Agreement by this reference. Schedule 1 is attached hereto and incorporated herein by this reference and made fully a part of this Agreement.
2. Term. The term of this Agreement ("Term") shall begin on July 01, 2025 (the "Effective Date") and end June 30, 2035 (the "Termination Date"). In the fifth (5th) year of this Agreement, either Party may initiate a reevaluation of the tip fee and/or program fees associated with this Agreement, by providing written notice to the other Party no later than January 1, 2030. Upon such notice, the Parties agree to meet and confer in good faith to amend or renegotiate this Agreement for the purpose of adjusting the Total Disposal Rate based on actual and anticipated future costs.

Term Extension and Termination: If mutually agreed upon by both Parties, this Agreement may be extended up for an additional period of five (5) years. Either Party may opt not to renew by providing written notice of nonrenewal to the other Party no later than ninety (90) days prior to the Agreement's termination date. Additionally, either Party may terminate this Agreement by providing 180 days prior written notice to the other Party.

3. City's Guaranteed Delivery of Solid Waste to Fink Road Landfill.
 - a. The Cities shall annually deliver to the Fink Road Landfill no less than the committed percentage of their Acceptable Solid Waste, as set forth in Schedule 1.
 - b. "Acceptable Solid Waste" means solid waste as defined in California Public Resources Code, Division 30, Part 1, Chapter 2, Section 40191. Acceptable Solid Waste possess the general characteristics of waste collected and disposed of as part of the normal solid waste collection services in the contracting Cities. This includes, but is not limited to: all putrescible and nonputrescible solid, semisolid, and liquid wastes, such as garbage, trash, refuse, rubbish, ashes, industrial wastes, demolition, and construction wastes. For the purposes of this Agreement, Acceptable Solid Waste expressly excludes hazardous waste, radioactive waste, medical waste, appliances, tires, sewage sludge, recyclable materials, organic materials, and any other materials requiring separate handling or disposal under

State law.

4. Tipping Fees.

- a. Franchise Hauler Payment Obligation: For the Term of this Agreement, each City's franchise hauler shall be responsible for the payment of the Total Disposal Rate as set forth in Schedule 1.
- b. "Total Disposal Rate" means the sum of the tip fee normally charged at the Fink Road Landfill, in addition to any applicable program fees for Household Hazardous Waste and AB 939 related programs.

Tip fee + Household Hazardous Waste fee + AB 939 fee = Total Disposal Rate

- c. Base Year Rates. The following rates shall apply to all tons of Acceptable Solid Waste delivered to the Fink Road Landfill during the base year of this Agreement.
 - i. Tip Fee: \$39.14 per ton.
 - ii. Household Hazardous Waste Program Fee: \$2.45 per ton.
 - iii. AB-939 Program Fees: \$1.79 per ton.
- d. Annual Adjustment of Total Disposal Rate. The Total Disposal Rate will be adjusted annually, effective July 1 of each year, to reflect the average annual percentage change in the "Consumer Price Index, Urban Wage Earners and Clerical Workers, All Items, West – Size Class B/C, (December 1996 = 100, not seasonally adjusted – Series ID CWURN400SA0)", as published by the Bureau of Labor Statistics. The adjustment shall be based on the 12-month period beginning April 1 and ending March 31 each year immediately preceding the adjustment date. The rate may be adjusted upward or downward accordingly.
- e. Annual Adjustment Cap. Notwithstanding the foregoing, any annual adjust to the Total Disposal Rate shall not exceed five percent (5%) per annum without express written agreement from both Parties.
- f. At least sixty (60) days prior to July 1 of each year, the County shall provide written notice to the Cities of the CPI-based adjustment to the Total Disposal Rate to take effect on July 1, along with the corresponding calculations supporting the adjustment.

5. County's Obligations. The County agrees to provide and maintain the following programs and services for each contracted City:
- i. All AB 939 Program Services as required by law, including but not limited to: Preparation and submittal of all required State diversion reporting and tracking;
 - ii. Countywide public education and/or outreach;
 - iii. Administration of the Recycling Market Development Zone;
 - iv. Application for and administration of regional grants, including those for used oil recycling, beverage container recycling, used tire recycling, and tire enforcement;
 - v. Serve as staff to the Local Task Force on Solid Waste and Regional Solid Waste Planning Agency (Regional Agency);
 - vi. Monitor proposed solid waste legislative and regulatory changes; and
 - vii. Administration of the County's Food Processing By-Product Program.
- b. Household Hazardous Waste (HHW) Programs, including but not limited to:
- i. Conducting a minimum of two (2) mobile HHW collection events annually for each Regional Agency City, with the exception of Ceres
 - ii. Provide access to the permanent Household Hazardous Waste Facility for the collection of e-waste, used oil, oil filters, paints, pesticides, batteries, sharps, medications, and other miscellaneous household chemicals from Countywide residents;
 - iii. Provide access to the permanent Household Hazardous Waste Facility for the collection of hazardous waste generated by qualified and approved Conditionally Exempt Small Quantity Generators' Countywide; and
 - iv. Countywide public education and/or outreach.

6. Default.

- a. Cure. In the event that either Party fails to perform any obligation pursuant to the terms and conditions of this Agreement, the non-breaching Party shall provide the breaching Party with written notice specifying the nature of the non-performance. The breaching Party shall have thirty (30) days from the date of such notice to cure the non-performance. If the breach is not cured within that period, the non-breaching Party may pursue any and all legal or equitable remedies available under this Agreement and applicable law.

- b. Failure to give Notice. Failure to give, or delay in giving, Notice of Default shall not constitute a waiver of any obligation, requirement, or covenant required to be performed hereunder. Except as otherwise expressly provided in this Agreement, any failure or delay by either Party in asserting any rights and remedies as to any breach shall not operate as a waiver of any breach or of any such rights or remedies. Delay by either Party in asserting any of its rights and remedies shall not deprive such Party of the right to institute and maintain any action or proceeding which it may deem appropriate to protect, assert or enforce any such rights or remedies.
 - c. Waiver of Default. Waiver of any default by either Party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.
- 7. Attorney Fees. In the event that a Party commences litigation to enforce the performance of this Agreement, the prevailing Party shall be entitled to recover its reasonable costs of litigation, including court costs, expert witness fees, and reasonable attorney's fees.
 - 8. Severability. In the event that any provision of this Agreement or application thereof is found to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction or if found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions shall remain in full force and effect. The Parties agree to negotiate in good faith amend, modify, or supplement this Agreement or take such other appropriate actions as necessary to reflect their original intent as closely as possible and to ensure the continued enforceability of the Agreement to the fullest extent permitted by law.
 - 9. Necessary Acts. The Parties hereby authorize their respective officers and employees to do all things reasonably necessary to accomplish the purposes of this Agreement.
 - 10. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between any of the Parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each Party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.
 - 11. Amendment. This Agreement may be modified, amended, or otherwise changed only by the mutual written consent of the Parties. Any such modification must be in writing, executed by both the City and the County with the same formalities as this Agreement, and attached hereto to maintain continuity. No oral agreement or directive, whether from or between either Party or their representatives, shall operate to amend or alter the terms of this Agreement.
 - 12. Duplicate Counterparts. This Agreement may be executed in any number of counterparts,

and each such counterpart, executed telecopy, fax or photocopy shall be deemed to be an original instrument, but all of which together shall constitute one and the same Agreement.

13. Legal Requirements. The Parties shall comply with all applicable federal, state, and local laws, ordinances, regulations, and requirements in the performance of their respective obligations in performance under this Agreement.
14. Force Majeure. Except as otherwise expressly provided in this Agreement, if the performance of any act required to be performed by either County or City is prevented or delayed or made impracticable by reason of any act of God, strike, lockout, labor trouble, inability to secure materials, Change in Law or regulations, or any other cause (except financial inability) not the fault of the Party required to perform the act, the time for performance of the act will either be extended for a period equivalent to the period of delay or performance of the act may be excused.
 - a. “*Change in Law*” as used herein means the enactment, promulgation, amendment or official interpretation or reinterpretation by any order, decision or judgment of any federal, state or local court, administrative agency or governmental body after the Effective Date of (i) any federal statute or regulation not enacted, promulgated, amended, interpreted or reinterpreted on or before the Effective Date, as applicable, or (ii) any state, County or City statute, ordinance, or regulation that was not so enacted, promulgated, amended, interpreted or reinterpreted on or before the Effective Date, as applicable, or establishes requirements making the ownership, operation or maintenance of the Landfill more burdensome than the most stringent requirements (iii) in effect as of the Effective Date, (iv) agreed to in any applications of the County for official permits, licenses, or approvals, or (v) contained in any official permits, licenses, or approvals with respect to the Landfill obtained as of the Effective Date; provided that a lawful change in federal, State, County, City, or any other tax law shall not be a Change in Law.
 - b. In the event of a change in federal, state, or local law, regulation, or regulatory interpretation that materially affects operations of the Fink Road Landfill, the Parties agree to meet and confer in good faith to amend or renegotiate this Agreement as necessary to effectuate the original intent and purpose of this Agreement, as stated above.
 - c. If there is a Change in Law that materially affects the requirements for the Cities regarding the reuse, recycling, composting or any other form of diversion of solid waste from disposal, including, but not limited to an increase in the percentage of solid waste required to be diverted, as well as changes to applicable diversion credits, the Parties hereto agree to act in good faith to amend or renegotiate this Agreement.
 - d. The Party whose performance under this Agreement is materially affected by a Change in Law pursuant to this Section shall provide written notice to the other Party within thirty (30) calendar days of becoming aware of the conditions impacting performance. Such notice shall describe the nature of the Change in Law and the manner in which it materially affects the Party’s ability to perform under this Agreement.

Upon receiving notice pursuant to this Section, the Parties will have one hundred eighty (180) days to renegotiate this Agreement. If the Parties do not agree that a Change in Law materially affects performance of this Agreement pursuant to this Section, then either Party may request binding mediation, to be paid equally by both Parties, to determine whether the Change in Law is material. Either Party may terminate the Agreement upon three (3) days written notice if it is determined that a material Change in Law has occurred, and the Parties do not renegotiate the Agreement within one hundred eighty (180) days.

15. Venue. The laws of the State of California shall apply to the construction and enforcement of this Agreement. Any action at law, suit in equity, or judicial proceedings for the enforcement of this Agreement or any provision hereto shall be in the Superior Court of Stanislaus County.

16. Notices. All notices permitted or required by this Agreement or by law to be served on or given to either Party hereto by the other Party, shall be in writing and shall be effective when personally delivered to the Party to whom it is directed, or in lieu of personal service, when deposited in the United States mail addressed as follows, or any other address designated by the Party:

To: County of Stanislaus:
Department of Environmental Resources
3800 Cornucopia Way, Suite C
Modesto, CA 95358
Attn: Robert Kostlivy

To: City of Riverbank:
Marisela Garcia, City Manager
City Manager's Office
6707 3rd Street
Riverbank, CA 95367

17. Indemnification.

- a. County shall indemnify, defend and hold harmless the Cities, their officers, board members, employees and agents, from any and all claims, damages, losses, liabilities, judgments, expenses, and costs arising out of, or resulting from the negligent acts, omissions, or willful misconduct of the County arising out of its performance of the programs and services described in paragraph 5 of this Agreement. above.
- b. Cities shall indemnify, defend and hold harmless the County, its officers, board members, employees and agents, from any and all claims, damages, losses, liabilities, judgments, expenses, and costs arising out of, or resulting from the negligent acts, omissions, or willful misconduct of the Cities arising out of and/or relating to their performance under this Agreement.

18. Insurance. The Parties shall maintain their own liability insurance coverage, against any

claim of civil liability arising out of the performance of this MOU, and provide appropriate evidence of such coverage of the other Party upon request.

19. Construction. Headings or captions to the provisions of this Agreement are solely for the convenience of the Parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both Parties had in fact drafted this Agreement.
20. Authorized Signature. The individual signing this Agreement ("Signatory") represents and warrants that he or she is duly authorized and has legal capacity to execute this Agreement. Signatory represents and warrants that the execution and delivery of the Agreement and the performance of Consultant's obligations hereunder has been duly authorized, and that the Agreement is a valid and legal agreement binding on Consultant and enforceable in accordance with its terms.
21. Counterparts and Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be digitally or electronically signed, and that any digital or electronic signatures (including PDF or facsimile) appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Signatures on Following Page

COUNTY OF STANISLAUS

By: _____
Matthew W. Condit
Chairman
Date Signed: _____

ATTEST:

Elizabeth King,
Clerk of the Board of Supervisors
Of the County of Stanislaus, State of California

By: _____
Title

APPROVED AS TO CONTENT

Department of Environmental Resources

By: _____
Robert Kostlivy
Director

APPROVED AS TO FORM

Thomas E. Boze, County Counsel

By: _____
Name
Deputy County Counsel

[SEE NEXT PAGE FOR REMAINING SIGNATURES]

CITY OF RIVERBANK

By: _____
Rachel Hernandez
Mayor
Date Signed: _____

ATTEST:
Gabriela Hernandez, CMC
City Clerk of the City Council
City of Riverbank, State of California

By: _____
City Clerk

APPROVED AS TO FORM
Tom Hallinan, City Attorney

By: _____
Tom Hallinan
City Attorney

SCHEDULE 1

SOLID WASTE TONNAGE GUARANTEE

<u>CITY</u>	<u>GUARANTEED PERCENTAGE¹</u>
CERES	90%
HUGHSON	90%
NEWMAN	90%
OAKDALE	90%
PATTERSON	90%
RIVERBANK	90%
TURLOCK	90%
WATERFORD	90%

TOTAL DISPOSAL RATES (per ton)²

<u>Fiscal Year</u>	<u>Fink Road Landfill</u>
2025/2026	\$43.38

- (1) Percentage of total Acceptable Solid Waste under the City's jurisdictional authority.
- (2) Total Disposal Rate to be adjusted annually, effective July 1 each year, by agreed upon CPI. Consumer Price Index, Urban Wage Earners and Clerical Workers, All Items, West – Size Class B/C, (December 1996 = 100, not seasonally adjusted – Series ID CWURN400SA0)

RIVERBANK CITY COUNCIL/ LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO.9.6

SECTION 9: CONSENT CALENDAR

Meeting Date: June 10, 2025

Subject: A Resolution Approving an Intergovernmental Cooperation Agreement between the County of Stanislaus and the City of Riverbank for Joint Participation in the Stanislaus Urban County

From: Marisela H. Garcia, City Manager

Submitted by: Tammy Alcantor, Assistant City Manager
Lety Ibanez, Housing Specialist

RECOMMENDATION

It is recommended that the City Council approve a Cooperation Agreement between Stanislaus County and the City of Riverbank for continued participation in the Stanislaus Urban County for the Community Development Block Grant (CDBG) Program.

SUMMARY

As of July 2020, the City of Riverbank joined the Stanislaus Urban County Consortium, which qualifies the City for a direct annual allocation of Community Development Block Grant (CDBG) funds. Participation in the Consortium must be reaffirmed every three years. Although the current agreement remains in effect through September 2026, the City is required to declare its intent to continue participation at least one year in advance. Approval of this item will confirm the City's intent to remain a participant.

BACKGROUND

On May 28, 2019, the City Council adopted Resolution No. 2019-039, authorizing Riverbank to join the Stanislaus Urban County ("Urban County") to access entitlement funding from the U.S. Department of Housing and Urban Development (HUD). Prior to this, the City was required to compete for grant funds but was unsuccessful in obtaining awards. Joining the Consortium has provided the City with a more stable funding source, supporting programs such as the First-Time Homebuyer Program and infrastructure improvements in neighborhoods with at least 51% low- to moderate-income households.

Approval of the new Cooperation Agreement will ensure continued eligibility for CDBG funding for the period of October 1, 2026, through September 30, 2029.

STATUS OF CURRENT PROJECTS FUNDED VIA THE URBAN COUNTY

Water and Sewer Line Replacement Project

Location: From 3017 High Street to Riverside Drive, north of High Street

This multi-year infrastructure project involves replacing approximately 1,650 linear feet of 8-inch water main and reconnecting 35 water service connections. The scope includes tie-ins to existing water lines, valves, and fire hydrants, as well as:

- Mobilization and erosion control
- Traffic control
- Asphalt and concrete saw-cutting, demolition, and off-haul
- Paving, curb and gutter work
- Adjustment of utility manholes and boxes
- Potholing

The bid opening occurred on Thursday, May 29, 2025. Three bids were received but all came in over the Engineer's Estimate therefore staff is evaluating other funding sources. Current funding from the Urban County for this project is approximately \$771,000.

FUTURE PROJECTS

Upon joining the Urban County, the City developed a five-year Consolidated Plan of Projects that would be funded via CDBG. For future years, these projects include the following:

FY 2025-26

Project	Location	Cost Estimate
Water and Sewer Line Replacement	High Street / Riverside Drive	\$771,000
Total FY 2025-26	Funding accumulated from prior year's funding	\$771,000

FY 2025-26

Project	Location	Cost Estimate
Pioneer Park Improvements and ADA Updates	Corner of 1 st Street & High Street	\$145,064
Total FY 2025-26		\$145,064

FY 2026-27

Project	Location	Cost Estimate
Texas and Kansas Sewer Line Replacement	Texas Avenue and Kansas Avenue	\$130,064

Pioneer Park Improvements and ADA Updates	Corner of 1 st Street & High Street	\$15,000
Total FY 2026-27		\$145,064

FY 2027-28 & FY 2028-29

Project	Location	Cost Estimate
Texas and Kansas Sewer Line Replacement	Texas Avenue and Kansas Avenue	\$290,128
Total FY 2027-28 & FY 28-29		\$290,128

FY 2029-30

Project	Location	Cost Estimate
Texas and Kansas Sewar Line Replacement	Texas Avenue and Kansas Avenue	\$145,064
Total FY 2029 -30		\$145,064

ENTITLEMENT FUNDING

Participation in the Urban County would result in Riverbank becoming entitled to a specific funding amount which is allocated based on criteria established by HUD. For Fiscal Year 2025-26 it is anticipated the City of Riverbank will be allocated approximately \$145,064 which includes \$5,000 for administration purposes under the Community Development Block Grant.

STRATEGIC PLAN

This item is related to the City's Strategic Plan Goal to "Ensure the City's Continued Financial Stability" and "Enhance Quality of Life".

FINANCIAL IMPACT

For FY 2025-26 estimated funding has been calculated at \$140,064, including \$5,000 for administration.

ATTACHMENT

1. Resolution
EXHIBIT A: Intergovernmental Cooperation Agreement Stanislaus Urban County Community Development Block Grant Program – Three Year Agreement- FINAL

CITY OF RIVERBANK

RESOLUTION 2025-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, APPROVING AN INTERGOVERNMENTAL COOPERATION
AGREEMENT BETWEEN THE COUNTY OF STANISLAUS AND THE CITY OF
RIVERBANK FOR JOINT PARTICIPATION IN THE STANISLAUS URBAN COUNTY**

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

WHEREAS, the County of Stanislaus (“County”), a political subdivision of the State of California, and the City of Riverbank (“City”) a municipal corporation, desire to participate in the Community Development Block Grant (CDBG) program administered by the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, said program will promote the public health, safety, and welfare by providing grant funds to be used by the City and County to improve housing opportunities for low and moderate-income households, to encourage economic reinvestment, to improve community facilities and public services, and to provide other housing-related facilities, or services; and

WHEREAS, to qualify for CDBG funds under HUD eligibility guidelines, the County must have a population of at least 200,000 persons; and

WHEREAS, the City desires to continue to participate jointly with the County in said program; and

WHEREAS, HUD requires that the parties enter into a Cooperation Agreement between the County of Stanislaus and the City of Riverbank for joint participation in the Community Development Block Grant Program and the Emergency Solutions Grant Program for the period of time from October 1, 2026 to September 30, 2029 to define their rights and obligations as a prerequisite to participation in the CDBG program; and

WHEREAS, the proposed Cooperation Agreement is consistent with the City and County General Plans and with City and County policies encouraging cooperation between agencies on issues of regional significance such as affordable housing; and

WHEREAS, the proposed Cooperation Agreement will promote the public health, safety, and welfare by enabling the City and County to participate in the HUD’s CDBG program under an “Urban County” entitlement; thus making available funds for a variety

of housing, economic development, and public services programs not otherwise available; and

WHEREAS, the City and County will enter into yearly Subrecipient Agreements which will establish administrative policies and procedures, performance standards, and guidelines for funding specific CDBG programs and projects; and

WHEREAS, the proposed Cooperation Agreement is not a “project” for purposes of compliance with the provisions of the California Environmental Quality Act (CEQA) and the City’s CEQA Guidelines.

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

1. The City Council hereby approves and authorizes the Mayor to enter into the Cooperation Agreement with the County to enable joint participation in HUD’s CDBG Program in the form attached hereto as Exhibit “A”.
2. The City Manager or his/her designee is hereby authorized to act on behalf of the City in connection with the implementation of the Cooperation Agreement, ongoing operation of the CDBG program, and other activities necessary to carry out the intent of the Cooperation Agreement.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 10th day of June, 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 – Intergovernmental Cooperation Agreement Stanislaus Urban County Community Development Block Grant Program - DRAFT

**INTERGOVERNMENTAL COOPERATION AGREEMENT
STANISLAUS URBAN COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
Three Year Agreement
October 1, 2026 to September 30, 2029**

This Intergovernmental Cooperation Agreement for the Stanislaus Urban County Community Development Block Grant Program for Federal Fiscal Years (“Federal FY”) 2026-2028 (which begins on October 1, 2026 and ends on September 30, 2029) (“Agreement”) is made and entered into this ____ day of June, 2025, by and between the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank and Waterford, each a municipal corporation of the State of California (individually a “City” and collectively, “Cities”) and Stanislaus County through its Department of Planning and Community Development (the “County”). The Cities and the County are collectively referred to herein as the “Parties”; and individually, a “Party”.

WITNESSETH

WHEREAS, in 1974, the U.S. Congress enacted, and the President signed a law entitled The Housing and Community Development Act of 1974, herein called the “Act”. The Act is omnibus legislation relating to federal involvement in a wide range of housing and community development activities and contains eight separate titles; and

WHEREAS, Title I of the Act is entitled “Community Development” and governs programs for housing and community development within metropolitan cities and urban counties or communities by providing financial assistance annually for area-wide plans and for housing, public services and public works programs; and

WHEREAS, the Community Development Block Grant Program (hereinafter referred to as “CDBG”), the HOME Investment Partnerships Act Program (hereinafter referred to as “HOME Program”), and the Emergency Solutions Grants Program (hereinafter referred to as “ESG”) are consolidated under Title I of the Act (collectively, the “Programs”); funds from the Programs are referred to herein as “Program Funds”; and

WHEREAS, the Stanislaus Urban County (herein referred to as “Urban County”) formed in 2000 to receive entitlement CDBG and ESG funds. The Urban County includes the unincorporated areas of Stanislaus County and the cities of Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank and Waterford; and

WHEREAS, since 2023, The County has been the lead agency for the Stanislaus HOME Consortium (hereinafter referred to as the Consortium) to obtain a direct allocation of funds under the Cranston-Gonzalez National Affordable Housing Act of 1990. The Consortium includes all of the Urban County participants and the City of Turlock; and

WHEREAS, because Turlock opted out of the Urban County, Turlock is not entitled to receive any Program Funding under this Agreement. However, the County and the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, Turlock and Waterford have entered into or will enter into a separate Consortium Agreement relating to funding through the HOME Program (“Consortium Agreement”); and

WHEREAS, the CDBG regulations issued pursuant to the Act provide that qualified urban counties must submit an application to the U.S. Department of Housing and Urban Development (“HUD”) for Program Funds, and cities and smaller communities within the metropolitan area not qualifying as metropolitan cities may join the County in said application and thereby become a part of a more comprehensive County effort; and

WHEREAS, to have their populations counted and to be eligible for an allocation of grant funding, the Cities desire to participate jointly with the County in the Programs; and

WHEREAS, as the Urban County applicant, the County must take responsibility and assume all obligations of an applicant under federal statutes, including: the analysis of needs, the setting of objectives, the development of community development and housing assistance plans, the consolidated plan, and the assurances of certifications; and

WHEREAS, by executing this Agreement, the Parties hereby give notice of their intention to participate in the Programs.

NOW THEREFORE, in consideration of the mutual promises, recitals and other provisions hereof, the Parties agree as follows:

1. **Scope of Agreement.** This Agreement covers the CDBG Entitlement program and, where applicable, the HOME Investment Partnerships (HOME), and Emergency Solutions Grants (ESG) Programs (i.e., where the Urban County receives funding under the ESG program or receives funding under the HOME program as an urban county or as a member of a HOME consortium).
2. **Full Cooperation and Affordable Housing.** The County and the Cities, each as a cooperating unit of general local government, agree to cooperate to undertake, or assist in undertaking, essential community renewal and lower-income housing assistance activities.
3. **Term of Agreement.**
 - a. The term of this Agreement shall be for a period of three (3) years commencing on October 1, 2026 and ending on September 30, 2029 (Federal FY 2026-2028), for the County/City program years commencing on July 1, 2026 and ending on June 30, 2029. The qualification period for the Urban County is Federal FY 2026-2028.
 - b. This Agreement shall remain in effect until the CDBG (and, where applicable, HOME and ESG) funds and program income received with respect to activities carried out during the three-year qualification period are expended and the funded activities completed. The County and each City cannot terminate or withdraw from this Cooperation Agreement while it remains in effect.

- c. By the date specified in HUD's Urban County qualification notice for the next three-year qualification period, the County will notify each City in writing of its right not to participate. A copy of the County's notifications must be sent to the HUD Field Office by the date specified in the Urban County qualification schedule.
4. **Responsible Officers.** The County's Chief Executive Officer is the responsible officer for the County, and the Director of the Stanislaus County Department of Planning and Community Development (hereinafter referred to as "Director") is hereby authorized to implement and administer Program activities and requirements on behalf of the County. The City Manager or his/her designee for each City is hereby authorized to act as the responsible officer for each City under the Programs.
5. **Cities as Subrecipients.**
 - a. Pursuant to the Act and 24 CFR 570.501(b), each City is subject to the same requirements applicable to subrecipients as set forth in 24 CFR 570.503. Where a City carries out an eligible activity funded by the Urban County, the Urban County and the City shall, prior to disbursing any Program Funds for any such activity or project, execute a written "Subrecipient Agreement" containing the minimum requirements found at 24 CFR 570.503. The Subrecipient Agreement must remain in effect during any period that the unit of local government has control over CDBG funds, including program income.
 - b. The written Subrecipient Agreement between the County and each City shall specify whether program income received is to be returned to the County or retained by the City. Where program income is to be retained by the City, the Subrecipient Agreement shall specify the activities that will be undertaken with the program income and that all provisions of the written agreement shall apply to the specified activities. (See 24 CFR 570.504).
6. **Acknowledgement by Cities.** By executing this Agreement, each City understands that it a) may not apply for grants from appropriations under the State CDBG Program for the fiscal years during the period in which it participates in the Urban County's CDBG program; and b) may only receive HOME Program and ESG formula-allocated funds through the Urban County.
7. **Ad Hoc Committee and Panel.**
 - a. Each Party to this Agreement (i.e., the governing body or its designee) shall designate one individual from its staff to serve on the ad hoc Technical Committee and the ad hoc Ranking Panel (each, a "Designated Representative"). An alternate may be designated to serve if the Designated Representative is unable to attend. Each Designated Representative shall act on behalf of and in an advisory capacity to its respective jurisdiction. In lieu of staff, each Party may select one (1) member of the public to serve on the ad hoc Ranking Panel ("Public Representatives").

- b. An ad hoc Technical Committee consisting of one (1) Designated Representative from the County and one (1) Designated Representative from each participating City will meet from time to time to review, aid in development, and provide recommendations on policies, procedures, and documentation required by HUD for the implementation and administration of Program Funds. The Technical Committee will facilitate distribution of information to residents within their respective jurisdictions and the opportunity to participate in the development of programs and priorities.
- c. An ad hoc Ranking Panel consisting of (1) representative from the County, one (1) Designated Representative from each participating City will meet from time to time to review, evaluate, and rank projects proposing to be funded with Program Funds. The Panel shall convene as determined necessary by the County. Panel rankings will be used by the County in making recommendations for allocation and awarding of funding.

8. Consolidated Plan.

- a. Each City shall assist the County by participating in the preparation of a “Consolidated Plan” pursuant to 24 CFR 91.1-91.600, which identifies community development and housing needs, projects and programs for each City, and specifies both short and long-term City objectives, consistent with requirements of the Act. The County agrees to: (1) include City selected projects to be funded by the City’s allocation, and (2) take into consideration each City’s priorities as submitted by each City.
- b. The County has final responsibility for selecting CDBG (and, where applicable, HOME and ESG) activities and submitting the Consolidated Plan to HUD. As lead agency for the HOME Consortium, the County will approve the Consolidated Plan for the entire geographic area encompassed by the Consortium prior to its submittal to HUD. The Parties hereto agree that the responsible entity with the final responsibility for analyzing needs, setting objectives, developing plans, selecting projects for community development and housing assistance, selecting CDBG Public Service and ESG programs to be funded, and filing the Consolidated Plan, and other plans and reports required by the Act, such as the “Annual Action Plan”, is the County.
- c. Each City understands and agrees that the County shall have final responsibility for selecting the Program activities and projects to be included in each annual grant request and project grant request and for filing the Consolidated Plan with HUD on an annual basis.
- d. During the period of time during which the County has qualified as an Urban County, the Parties agree not to veto or otherwise obstruct the implementation of the approved Consolidated Plan during that three-year period and for such additional time as may be required for the expenditure of funds granted for that period.

9. Grant Eligibility. The Parties acknowledge that they shall not be eligible to apply for grants under the Small Cities or State CDBG Programs for appropriations for fiscal years

during which the Parties are participating in the Urban County CDBG entitlement program; and further, each City shall not be eligible to participate in the HOME, or ESG Programs except through the Urban County or the Consortium Agreement.

10. County Responsibility.

- a. The County shall, as applicant, be responsible for holding meetings and preparing and submitting the required plans and applications for CDBG, HOME and ESG Program Funding as required by the Act and the applicable federal regulations.
- b. The County shall be the primary general-purpose local governmental unit pursuant to the Act. The County shall apply for grants, execute grant agreements, administer all funds received, and undertake or assist in undertaking essential community development and housing assistance activities. The County shall have the authority to carry out activities which will be funded from annual Program Funds covered by this Agreement. Records shall be kept by County in accordance with approved accounting procedures and said records shall be available for public inspection at all times. The County shall be responsible thereunder for the proper performance, implementation or monitoring of the plans and the Programs.
- c. The environmental effects of activities carried out with Program Funds must be assessed in accordance with the provisions of the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. 4321) and the related authorities listed in HUD's implementing regulations at 24 CFR parts 50 and 58. The County is the responsible entity for the environmental review and each City agrees to assist the County by securing all information and documentation relating to projects within their respective jurisdictions under NEPA and the California Environmental Quality Act (CEQA), if required, including paying for consulting services and technical evaluations, and providing the same to the County for final review and approval.

11. City Responsibilities.

- a. Each City agrees to undertake the necessary actions to support the County's efforts to obtain Program Funding, and to meet the requirements of the Programs under the Act and the applicable laws and regulations.
- b. Each City agrees to act in good faith and with due diligence in performance of City obligations and responsibilities under this Agreement and under the Consortium Agreement (when applicable), the Allocation Agreement(s), Subrecipient Agreement(s) and all Grant Agreements (collectively, "Program Agreements").

12. Compliance with Urban County Certification and Applicable Laws.

- a. The County and each City agrees to take all actions necessary to assure compliance with the Urban County's certification under section 104(b) of Title I of the Housing and Community Development Act of 1974, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, the Fair Housing Act (Title VIII of the Civil Rights Act of 1968), and the implementing regulations at 24 CFR part 100, and the duty to affirmatively further fair housing. See 24 CFR § 91.225(a) and 24 CFR §§ 5.151 and 5.152.
- b. These requirements include the obligation to comply with section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates: Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8; Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35; the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR part 146; and Section 3 of the Housing and Urban Development Act of 1968. The County and the Cities also agree to comply with other applicable laws. This Agreement prohibits Urban County funding for activities that do not affirmatively further fair housing within its own jurisdiction or that impede the County's actions to comply with the County's fair housing certification.

13. Program Funding

- a. All funds received by the County pursuant to this Agreement shall be identified and allocated pursuant to HUD regulations and as described in the Annual Action Plan to the specific HUD approved projects or activities; provided, however, that a different distribution may be made when required by HUD to comply with Title I of the Housing and Community Development Act of 1974, as amended.
- b. The County shall notify the participating Cities of the availability of the funds. It is understood by the Parties, hereto, the Program Funds being used for the purposes of this Agreement are funds furnished to the County, through HUD, pursuant to the provisions of the Act. Notwithstanding any other provision of this Agreement, the liability of the County shall be limited to Program Funds actually received by the County. Each City understands that the County must wait for release of Program Funds from HUD before the funds may be distributed. The County shall incur no liability to any City, its officers, agents, employees, suppliers, or contractors for any delay in making any such payments. All requests for payment requests must be made on forms approved by HUD and the County, with supporting documentation required by HUD and the County.
- c. Program administrative costs may be allocated pursuant to 24 CFR 570.206 and applicable laws and regulations.

14. **Public Services.** An amount not to exceed fifteen (15) percent of the total annual CDBG funds, may be allocated for eligible public services, as defined in 24 CFR 570.201, and related projects. Eligible public services (labor, supplies, and materials) include but are not limited to those concerned with employment, crime prevention, childcare, health, drug abuse, education, fair housing counseling, energy conservation, welfare (but excluding the provision of income payments identified under 24 CFR 570.207(b)(4)), homebuyer down payment assistance, or recreational needs. (24 CFR 570.201(e)).

15. **Program Income.**

- a. Program income shall be tracked received, expended and reported as required by 24 CFR 570.504 and applicable laws and regulations.
- b. The County shall monitor the use of any program income. Each City shall maintain appropriate record-keeping and provide prompt reporting of program income.

16. **Change in Use of Property.** A City shall obtain the County's prior written approval to modify or change the use of real property acquired or improved in whole or in part using Program Funds, to a use which was not contemplated at the time of acquisition or improvement, including disposition. Such notification shall be made within six (6) months before the effective date of such proposed change of use, and any change in use shall comply with the provisions of 24 CFR 570.505.

17. **Fair Housing Implementation.** The Parties agree no Program Funds shall be allocated or expended for activities in or in support of any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.

18. **Claims and Indemnification.**

- a. To the fullest extent permitted by law, a Party (including its employees, agents, elected officials and volunteers) whose act, omission, negligence, misconduct or other fault gives rise to any claim, loss, liability, cost or expense, including, but not limited to, reasonable attorney's fees, court costs, penalties, claims for reimbursement and sanctions (hereinafter collectively referred to as "claims"), made by HUD or any third party shall defend and hold harmless the other Parties from and against any and all such claims.
- b. Each City agrees to indemnify and hold harmless the County and each of their respective officers, directors, agents, designated representatives, employees and affiliates ("Indemnified Parties") from any all claims arising out of, or in any way related to any its negligence or wrongful acts, breach or failure to comply with the terms and conditions of this Agreement or the Program Agreements, or failure to comply with applicable law. The obligations under this provision are independent of all other rights or obligations set forth herein. This indemnification provision shall survive the disbursement of the Award funds, as well as any termination of this Agreement or the Program Agreements.

19. **Audit.** Each City agrees to cooperate, at no cost to the County, in any audit of Program activities involving Program Funds received by that City, including not limited to preparing appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 24 CFR 200.510; promptly follow up and take corrective action on audit findings; comply with any corrective action plans issued in connection with the audit; and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required applicable regulations.
20. **Default and Remedial Action.** Pursuant to 2 CFR 200, et seq., if a Party fails to comply with any term(s) outlined in this Agreement or the Program Agreements, the County may take appropriate corrective or remedial action against the defaulting Party in accordance with 2 CFR 570.910.
21. **Consolidated and Further Continuing Appropriations Act.** Parties to this Agreement understand and agree that they may not sell, trade, or otherwise transfer all of any portion of Program Funds to another metropolitan city, Urban County, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives Program Funds in exchange for any other funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act.
22. **Allocation Agreement.** For each fiscal year during the term of this Agreement, the County and each City may enter into an “Annual Allocation Agreement,” prepared jointly by the County and each City, which identifies each City’s annual allocation of Program Funds that the County will administer during that program year. The reimbursements made shall not exceed the amount of the annual allocation.
23. **Amendments.** Any amendments to this Agreement shall be in writing. Parties agree any such fully executed amendment or amendments to this Agreement may be entered into at any time if required or necessary to implement the plans contemplated hereunder, or to comply with any related grant agreement or the regulations issued pursuant to the Act. Periodically, statutory or regulatory changes may require the County to amend this Agreement to add the new provision(s). The County may draft a separate amendment to its existing agreements that includes the new provision(s) rather than drafting a new Cooperation Agreement that contains the new provisions. However, the separate amendment must be executed by the City Manager of each of the Cities or his/her designee.
24. **Compliance with Federal Laws and Regulations.**
- a. General. The Parties agree to take all actions necessary to assure compliance with the Urban County’s certifications required by section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, affirmatively furthering fair housing, Section 109 of Title I of the Housing and Community Development Act of 1974; the National Environmental Policy Act of 1969; the Uniform Relocation Assistance and Real Property Acquisition Act of 1970; and other applicable laws.

b. **Citizen Participation.** The Parties agree to comply with federal citizen participation requirements of 24 CFR Part 91, and provide citizens with:

- i) An estimate of the amount of Program Funds proposed to be used for activities that will benefit persons of low and moderate income; and
- ii) A plan for minimizing displacement of persons as a result of Program - assisted activities and programs, and to provide assistance to such persons.

c. **Citizen Participation Plan.** The Parties agree to follow a citizen participation plan which:

- i) Provides for and encourages citizen participation, particularly those of low or moderate income who reside in slum and blighted areas where CDBG funds are proposed to be used;
- ii) Provides citizens with reasonable and timely access to local meetings, staff reports, and other information relating to grantee's proposed use of funds, as required by HUD regulations related to the actual use of funds under the Act;
- iii) Provides for meetings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least: 1) formulation of needs; 2) review of proposed grant activities; and 3) review of program performance; for which public hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation of handicapped persons;
- iv) Provides for a timely written answer to written complaints and grievances, within fifteen (15) working days where practicable;
- v) Identifies how the needs of non-English speaking residents will be met in the case of meetings where a significant number of non-English speaking residents can be reasonably expected to participate.

25. Conflict of Interest. No federal grant monies have been paid or will be paid, by or on behalf of the Parties, to any officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.

26. **Influence.** If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
27. **Certifications Disclosure.** The Parties agree to include this certification in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), and that all grant subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into.
- a. **Certification Regarding Policies Prohibiting Use of Excessive Force and Regarding Enforcement of State and Local Laws Barring Entrances.** In accordance with Section 519 Public Law 101-144 (the 1990 HUD Appropriations Act), each Party certifies that it has adopted and is enforcing:
 - i) A policy prohibiting the use of excessive force by law enforcement agencies within their respective jurisdictions against any individuals engaged in non-violent civil rights demonstrations; and
 - ii) A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within their jurisdictions.
28. **Qualification Documentation.** A fully executed copy of this Agreement, together with the approving resolutions of the County and each City, shall be submitted to HUD by the County as part of its qualification documentation and each City does hereby give the County the authority to carry out Program activities and projects which will be funded from annual Program Funds during the term of this agreement and from any Program income generated from the expenditures of those funds.
29. **HUD Certification.** Program recipients shall make all certifications required under 24 CFR 91.225 and applicable laws and regulations.
30. **Maintenance of Records.** Each City shall maintain records of activities for any projects undertaken pursuant to the Programs and said records shall be open and available for inspection by auditors assigned by HUD and/or the County on reasonable notice during the normal business hours of each City.

31. General Provisions.

- a. Headings and captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.
- b. Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which any Consortium Member shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as set forth in Attachment 1 to this Agreement.
- c. This Agreement shall be deemed to be made under and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.
- d. The Board of Supervisors of the County and the City Council of each City shall authorize this Agreement. The Chief Executive Officer of the County and the Mayor of each City, or their authorized designees, are authorized to execute this Agreement on behalf of their respective jurisdictions. This Agreement must include as attachments the authorizing resolutions from each governing body stating that the party signing the agreement has the authority to sign the Agreement.
- e. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first hereinabove written.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

STANISLAUS COUNTY:

By _____
Jody Hayes
Chief Executive Officer

Dated

APPROVED AS TO CONTENT:
Angela Freitas, Director
Planning and Community Development Department

By _____
Angela Freitas
Director

OPINION OF COUNTY COUNSEL

The terms and provisions of this Agreement are fully authorized under Federal, State and local law. This Agreement provides the legal authority for Stanislaus County to undertake, or assist in undertaking, essential community renewal and lower income housing assistance activities.

STANISLAUS COUNTY COUNSEL
Thomas E. Boze

By: _____
Thomas E. Boze
County Counsel

CITY OF CERES:

By _____ Dated _____
Javier Lopez
Mayor

ATTEST:

By _____
Fallon Martin
City Clerk

APPROVED AS TO CONTENT:

By _____
Doug Dunford
City Manager

APPROVED AS TO FORM:

By _____
Nubia Goldstein
City Attorney

CITY OF HUGHSON:

By _____
George Carr
Mayor

Dated

ATTEST:

By _____
Ashton Gose
City Clerk

APPROVED AS TO CONTENT:

By _____
Dominique Romo
City Manager

APPROVED AS TO FORM:

By _____
Andy Pinasco
City Attorney

CITY OF NEWMAN:

By _____ Dated _____
Casey Graham
Mayor

ATTEST:

By _____
Mike Maier
City Clerk

APPROVED AS TO CONTENT:

By _____
Michael E. Holland
City Manager

APPROVED AS TO FORM:

By _____
Nubia Goldstein
City Attorney

CITY OF OAKDALE:

By _____
Cherilyn Bairos
Mayor

Dated

ATTEST:

By _____
Patrick Mondragon
City Clerk

APPROVED AS TO CONTENT:

By _____
Jerry Ramar
Interim City Manager

APPROVED AS TO FORM:

By _____
Tom Hallinan
City Attorney

CITY OF PATTERSON:

By _____
Micheal Clauzel
Mayor

Dated _____

ATTEST:

By _____
Aracely Alegre
City Clerk

APPROVED AS TO CONTENT:

By _____
Fernando Ulloa
City Manager

APPROVED AS TO FORM:

By _____
Nubia Goldstein
City Attorney

CITY OF RIVERBANK:

By _____
Rachel Hernandez
Mayor

_____ Dated

ATTEST:

By _____
Gabriela Hernandez
City Clerk

APPROVED AS TO CONTENT:

By _____
Marisela Garcia
City Manager

APPROVED AS TO FORM:

By _____
Tom Hallinan
City Attorney

CITY OF WATERFORD:

By _____
Charlie Goeken
Mayor

_____ Dated

ATTEST:

By _____
Patricia Krause
City Clerk

APPROVED AS TO CONTENT:

By _____
Michael G. Pitcock
City Manager

APPROVED AS TO FORM:

By _____
Corbett Browning
City Attorney

Attachment 1
Member Notice Information

County of Stanislaus
Department of Planning and Community Development
1010 10th Street, Suite 3400
Modesto, CA 95354

City of Ceres
Department of Planning and Building
2720 Second Street
Ceres, CA 95307

City of Hughson
Department of Community Development
P.O. Box 9
Hughson, CA 95326

City of Newman
Department of Community Development
P.O. Box 787
Newman, CA 95360

City of Oakdale
Department of Community Development
455 S. Fifth Street
Oakdale, CA 95361

City of Patterson
Department of Community Development
P.O. Box 667
Patterson, CA 95363

City of Riverbank
Department of Economic Development and Housing
6707 3rd Street
Riverbank, CA 95367

City of Waterford
City Manager's Office
P.O. Box 199
Waterford, CA 95386

RIVERBANK CITY COUNCIL/ LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 9.7

SECTION 9: CONSENT CALENDAR

Meeting Date: June 10, 2025

Subject: A Resolution Approving the HOME Investment Partnership Program Consortium Agreement for Three Years from October 1, 2026 to September 30, 2029

From: Marisela H. Garcia, City Manager

Submitted by: Tammy Alcantor, Assistant City Manager
Lety Ibanez, Housing Specialist

RECOMMENDATION

It is recommended that the City Council consider approving the HOME Investment Partnership Program Consortium Three-Year Agreement for continued participation in the HOME Consortium.

SUMMARY

Since 2020, the City of Riverbank has participated in the HOME Investment Partnerships Program Consortium ("HOME Consortium"), which provides an annual direct allocation of HOME funds. Initially, the City partnered with the City of Turlock as the lead agency. In 2022, Stanislaus County assumed the role of lead agency and reestablished the HOME Consortium. The current agreement is set to expire on September 30, 2026.

Participation in the Consortium requires renewal every three years. The City must declare its intent to continue participating at least one year prior to the expiration of the current agreement. Approval of tonight's action will extend Riverbank's participation through September 30, 2029.

BACKGROUND

On May 28, 2019, the City Council authorized staff to join the HOME Consortium to receive entitlement funding from the U.S. Department of Housing and Urban Development (HUD). Prior to this, Riverbank had to apply for HUD funding on a competitive basis, which proved unsuccessful. Joining the Consortium has provided the City with a stable source of funding for key housing-related programs, including first-time homebuyer assistance and housing rehabilitation.

When Riverbank first joined the Consortium, the City of Turlock served as the Lead Entity responsible for program administration. On April 1, 2022, Turlock withdrew from this role, and Stanislaus County assumed leadership, forming a new Consortium. The current agreement expires on September 30, 2026, and the City must notify its intent to continue participation at least one year prior. Approval of a new three-year agreement would ensure funding for the period from October 1, 2026, through September 30, 2029.

FIVE-YEAR HOME PROJECT LIST

In 2020, the City Council approved the Five-Year Consolidated Plan Project List. This list would authorize the City to use HOME funds for the following projects:

- Affordable Housing (including new construction)
- Housing Acquisition with Rehab
- Rehabilitation
- Down Payment Assistance (First-Time Homebuyers)
- Administration (staff costs)

ENTITLEMENT FUNDING

As a participant in the HOME Consortium, Riverbank receives an annual entitlement allocation from HUD. For Fiscal Year 2025-26, the City is projected to receive approximately \$97,544 based on HUD's funding allocation formula.

STRATEGIC PLAN

This item is related to the City's Strategic Plan Goal to "Ensure the City's Continued Financial Stability" and "Enhance Quality of Life".

FINANCIAL IMPACT

Riverbank will continue to be entitled to HOME funding directly from HUD. FY 2025-26 estimated funding has been calculated at \$97,544.00.

ATTACHMENT

1. Resolution – Approving the Three-Year HOME Investment Partnership Consortium Agreement
EXHIBIT A: HOME Investment Partnerships Program Consortium Agreement
Three-Year Agreement October 1, 2026 – September 30, 2029 – FINAL

CITY OF RIVERBANK

RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, APPROVING THE HOME INVESTMENT PARTNERSHIP
CONSORTIUM THREE YEAR AGREEMENT**

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

WHEREAS, the County of Stanislaus (“County”), a political subdivision of the State of California, and the City of Riverbank (“City”) a municipal corporation, desire to participate in the HOME Investment Partnership Program administered by the U.S. Department of Housing and Urban Development (“HUD”); and

WHEREAS, said program will promote the public health, safety, and welfare by providing grant funds to be used by the City and County to improve housing opportunities for low and moderate-income households; and

WHEREAS, HUD requires that the parties enter into a Consortium Agreement for participation in the HOME Investment Partnerships Program for the period of time from October 1, 2026 to September 30, 2029 to define their rights and obligations as a participant in the Program; and

WHEREAS, the proposed Consortium Agreement is consistent with the General Plan and with City and County policies encouraging cooperation between agencies on issues of regional significance such as affordable housing; and

WHEREAS, the proposed Consortium Agreement will promote the public health, safety, and welfare by enabling the City and County to participate in the U.S. Department of Housing and Urban Development’s HOME Investment Partnership program; thus making available funds for a variety of housing, economic development, and public services programs not otherwise available; and

WHEREAS, the City and County will enter into Subrecipient Agreements which establish administrative policies and procedures, performance standards, and guidelines for funding specific programs and projects; and

WHEREAS, the proposed Consortium Agreement is not a “project” for purposes of compliance with the provisions of the California Environmental Quality Act (“CEQA”) and the City’s CEQA Guidelines.

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

1. The City Council hereby approves and authorizes the City Manager to execute the HOME Investment Partnership Consortium Agreement with the County and participating Cities to enable joint participation in HUD's HOME program in the form attached hereto as Exhibit "A".
2. The City Manager is authorized and to act on behalf of the City in connection with the implementation of the Consortium Agreement, ongoing operation of the HOME program, and other activities necessary to carry out the intent of the Consortium Agreement.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 10th day of June, 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-HOME Investment Partnerships Program Consortium Three Year Agreement
October 1, 2026 – September 30, 2029**

STANISLAUS

HOME INVESTMENT PARTNERSHIPS PROGRAM CONSORTIUM AGREEMENT

Three Year Agreement

October 1, 2026 to September 30, 2029

This Stanislaus HOME Investment Partnerships Program Consortium Agreement (“Agreement”) is between the Cities of Turlock, Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, and Waterford, each a municipal corporation of the State of California (individually a “City” and collectively, “Cities”) and Stanislaus County through its Department of Planning and Community Development (the “County”). The Cities and the County are collectively referred to herein as the “Consortium,” or the “Stanislaus HOME Consortium,” or the “Parties”; and individually, “Consortium Member” or “Party”.

WHEREAS, the Parties agree that it is desirable and in the interests of their citizens to secure approval by the federal government to be considered as a consortium under the federal HOME Program operated by the U.S. Department of Housing and Urban Development (“HUD”) as authorized under the HOME Investment Partnerships Act, Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended (hereafter collectively referred to as the “Act,”); and,

WHEREAS, Title II of the Act creates the HOME Investment Partnerships Program (hereinafter “HOME” or “HOME Program”) that provides funds to states and local governments for acquisition, rehabilitation, and new construction of affordable housing, and tenant-based rental assistance; and,

WHEREAS, the Act provides that units of local government that are geographically contiguous may form a consortium for the purpose of receiving an allocation to participate in the HOME “Program” to be funded by HUD; and,

WHEREAS, the individual municipalities may not separately qualify to receive HOME funds, but by cooperating in a consortium they may as a group become eligible participants as a single participating jurisdiction in the HOME Program; and,

WHEREAS, the consortium of geographically contiguous local governments has notified HUD of their intention to participate in the HOME Program; and,

WHEREAS, this Agreement constitutes an intergovernmental agreement under California law which meets the criteria pursuant to 24 CFR Part 92.101, and the Consortium Members are authorized to enter into and adopt this Agreement by their respective legislative bodies; and,

WHEREAS, the Parties wish to enter into this Agreement to authorize the County to act in a representative capacity for the Cities for the purposes of ensuring that the Consortium’s HOME Program is carried out in compliance with the requirements of 24 CFR Part 92 and 24 CFR 92.101(a)(2)(ii); and,

WHEREAS, under 24 CFR 92.101, the Consortium's qualification as a unit of general local government generally continues for a period of three successive federal fiscal years. As required by applicable regulations, to align the Community Development Block Grant (hereinafter "CDBG") and HOME qualification cycles, the Parties agree that the term of this agreement shall for a period of three (3) years, from October 1, 2026 to September 30, 2029 (Federal Fiscal Years ("FY") 2026-2028).

NOW, THEREFORE, the Parties hereby enter into the following Agreement for the purpose of receiving an allocation from the HOME Program.

1. Consortium. This Consortium shall be known as the Stanislaus HOME Consortium. The Consortium Members agree to cooperate to undertake or to assist in undertaking housing assistance activities for the HOME Program, and affirmatively support and enforce fair housing laws and regulations.

2. Lead Agency. The County shall be designated as "Lead Agency" of the Consortium to act in a representative capacity for all Consortium Members for the purposes of administering the HOME Program. The County will assume overall responsibility for ensuring that the Consortium's HOME Program activities are carried out in compliance with HOME rules, including requirements relating to the Consolidated Plan (described in Section 6, below). No Consortium Member may obstruct the implementation of the Consortium's approved Consolidated Plan.

3. Designated Representatives.

a. Each Consortium Member (i.e., the governing body or its designee) shall designate one individual from its staff to serve on the ad hoc Technical Committee and the ad hoc Ranking Panel (each, a "Designated Representative"). An alternate may be designated to serve if the Designated Representative is unable to attend. Each Designated Representative shall act on behalf of and in an advisory capacity to its respective jurisdiction. In lieu of staff, each Consortium Member may select one (1) member of the public with experience and knowledge relating to affordable housing development and/or operations to serve on the ad hoc Ranking Panel ("Public Representatives").

b. An ad hoc Technical Committee consisting of one (1) Designated Representative from the County and one (1) Designated Representative from each participating City will meet from time to time to review, aid in development, and provide recommendations on policies, procedures, and documentation required by HUD for the implementation and administration of the HOME Program. The Technical Committee will facilitate distribution of information to residents within the respective jurisdictions of the HOME Consortium concerning community housing needs and the opportunity to participate in the development of programs and priorities.

c. An ad hoc Ranking Panel consisting of (1) Designated Representative from the County and one (1) Designated Representative from each participating City will meet from time to time to review, evaluate, and rank proposals for designation of Community Housing Development Organizations ("CHDO") and projects proposing to be funded with HOME funds.

The Panel shall convene as determined necessary by the County. Panel rankings will be used by the County in making recommendations for allocation and awarding of funding.

4. Three Year Qualification Period.

a. This Agreement is for funding HOME Program activities for the 2026-2028 FY (October 1, 2026 to September 30, 2029) or until the HOME program funds for the three-year qualification period are closed out pursuant to 24 CFR 92.507, whichever is later. In accordance with 24 CFR 91.402, all units of general government that are Consortium Members must be on the same program year that starts on each July 1st for CDBG, HOME, and Emergency Solutions Grants (“ESG”) programs.

b. Although the current qualification period for the Consortium is three (3) years, members have an obligation to abide by HOME requirements throughout the period of affordability for funded projects.

5. Program Year. The Program Year for the start date for the Consortium is the commencement of the 2026 FY of the Consortium Members, which begins on July 1, 2026 and ends June 30, 2029.

6. Consolidated Plan. The County, on behalf of this Consortium, shall submit to HUD a single, unified “Consolidated Plan,” which describes the Consortium’s strategy for addressing housing, homeless and supportive housing needs, and Citizen Participation Plan. The Consortium shall also submit to HUD “Annual Action Plans” (described in 24 CFR 91.220), Consolidated Annual Performance and Evaluation Reports (“CAPERs”) and other reports, as required by HUD. Per regulation, all Consortium plans and reports shall contain goals and accomplishments for the Consortium.

7. Allocation of Funds.

a. The Consortium Members shall be notified by the County in writing within 30 days of the County receiving official correspondence from HUD of the availability of HOME Program funds for the Consortium. These funds shall be allocated to individual Consortium Members and will be required to be committed to an approved project within six (6) months from July 1 of each year unless such deadline is extended by the County. An approved project shall be a project included within a HUD-certified Annual Action Plan approved by the County. Funds will be considered committed if they are under a fully executed agreement that has been reviewed by and determined adequate by the County, and the environmental determination for the project has been certified by the County. All proposed projects will be submitted to the County for the upcoming fiscal year by January 1 of each year. A City shall not proceed to commit funds without the County’s approval of the project and completion of the environmental review. If funds are not committed within the deadline established by the County, then the funds shall revert back to the County for use in an eligible HUD program as determined by the County.

b. If a Consortium Member opts not to accept its annual pro rata share of available HOME Program funds, it must provide written notification to the County. The allocation

will be redistributed among all remaining HOME Consortium Members per their pro rata share. A Consortium Member that returns its allocation remains a member of the Consortium.

c. When a shared consultant/service provider is hired on behalf of the Consortium, the costs will be shared on a pro-rata basis. This share will be calculated based on the annual Consortium Members' collective annual HOME allocation. Consortium Member's pro-rata annual HOME allocation will be reduced by each Consortium Member's cost share. The decision to hire shared consultants/service providers shall be at the sole discretion of the County.

8. Program Income.

a. Program income must be deposited in the County's HOME Investment Trust Fund local account unless the County permits the subrecipient to retain the program income for additional HOME projects pursuant to the written agreement required by 24 CFR 92.503 and 504.

b. The County shall be responsible for tracking and determining the use of any program income it receives in accordance with applicable laws and regulations (See 24 CFR 92.503(a)).

9. Matching Funds. Each Consortium Member will be responsible for providing its pro-rata share of matching non-federal funds not previously used each time it makes a draw against its allocation of federal funds from the HOME Program (See 24 CFR 92.218).

10. Non-Appropriation. In the event funds are not appropriated to the HOME program, HUD guidance shall be followed. If grant closeout is required, the County will be responsible for grant close-out, and each City shall cooperate in the effort. The Consortium Members will be responsible for maintaining compliance on previous HOME-funded units.

11. County's Responsibilities. Each City hereby authorizes the County to act on its behalf in any way required to comply with this Agreement and applicable laws and regulations. The County shall have final responsibility for selecting the program activities and projects to be included in each annual grant request and project grant request and for filing the Annual Action Plan with HUD on an annual basis. The County agrees to:

a. Prepare the Consortium's Five-Year Consolidated Plan and Annual Action Plans.

b. Prepare the Consortium's CAPER.

c. Prepare applications, Request for Proposals, and contract templates for CHDOs. Publish Public Notices on CHDO funds.

d. Monitor Consortium Members and CHDOs and prepare monitoring tools. The County has the right and responsibility to monitor and assure compliance with all HOME requirements during the project implementation and the affordability period.

- e. Coordinate/chair Consortium meetings, and prepare, maintain, and disseminate agendas, minutes, and records.
- f. Coordinate/chair public hearings and publish notices.
- g. Process agenda items (i.e., plans, intergovernmental agreements, contracts) through the Stanislaus County Board of Supervisors.
- h. Submit Requests for Release of Funds documents to HUD on behalf of Consortium Members. Transmit Authority to Use Grant Funds documents from HUD to Consortium Members.
- i. Process project setups, revisions, and completion reports.
- j. Process reimbursement requests from County funds and process drawdowns from HUD.
- k. Prepare Consortium financial reports and reconcile with HUD's financial data.
- l. Calculate annual Consortium allocation.
- m. Coordinate reallocation of funds when necessary.
- n. Provide technical assistance to Consortium Members as needed.
- o. Facilitate audits and/or monitoring with HUD and State Auditor General.
- p. Maintain all applicable Stanislaus HOME Consortium application, implementation, and financial files for HOME and CHDO activities. In addition, the County will maintain all files associated with monitoring and reporting to HUD. The County will maintain these administrative and programmatic files according to the current applicable State and Federal record retention schedule and regulations.
- q. Procure and contract with shared consultant/services.
- r. Maintain a Programmatic Agreement with the State Historic Preservation Office ("SHPO") for Section 106 reviews per 24 CFR Part 58, contingent upon SHPO approval.
- s. Perform market study to determine annual HOME homeownership value limits and submit to HUD for approval.
- t. Serve as the "Certifying Officer" with respect to environmental matters on all Consortium-funded projects. However, no funds may be committed to a HOME activity or project before the completion of the environmental review and approval of the request for release of funds and related certification, except as authorized by 24 CFR part 58. (24 CFR 92.352).

u. The County shall receive and allocate administrative funds as set forth in applicable HOME regulations.

12. City Responsibilities. The Cities agree to:

a. Develop criteria for project selection and guidelines for implementation within HUD statutes and regulations.

b. Complete required reports for project set-up and completion; process Deeds of Trust.

c. Review and submit reimbursement requests for its sub-recipients.

d. Track payments for each project and submit reimbursement requests to the County for payment.

e. Provide information and data for the Consolidated Plan, Annual Action Plans, CAPERs, and other reports as required by HUD by the date and in the format specified by the County.

f. Support the objectives of the Consortium's Citizen Participation Plan and the Consolidated Plan.

g. Provide general project oversight for projects within the Consortium Member's jurisdiction.

h. Attend and participate in the work of the ad hoc Technical Committee meetings and ad hoc Ranking Panels.

i. Participate in Consortium training sessions for subrecipients, as necessary.

j. Assist the County in conducting appropriate environmental reviews for all projects in accordance with 24 CFR part 58.

k. Assist the County in completing appropriate environmental clearance documents for all projects, including CHDO projects, administered by the Consortium Member.

l. Publish notices when appropriate. Consortium Members will submit any Request for Release of Funds documents to the County for review and forwarding to HUD.

m. Submit all financial reimbursement requests, revisions, and completion reports to the County using the County's approved forms. Each Consortium Member is responsible for requiring that each of its subrecipients follow the terms and conditions of this Agreement, the project-specific agreements and the procedures and time involved for processing activity reimbursement approvals, draws, and payments. Each Consortium Member shall request drawdowns of funds from the County for all activities within its jurisdiction with proper documentation including proof of payment and updated match log. Each Consortium Member shall

process and submit reimbursement requests in a timely manner and facilitate the reimbursement process by providing complete and accurate information.

n. Report, retain, account for, and expend program income generated in their jurisdictions per federal regulations.

o. Maintain all applicable application, implementation, financial, and program files. The Consortium Member will maintain these administrative and programmatic files according to the current applicable State and Federal record retention schedule and regulations. No records shall be destroyed by a Consortium Member without obtaining prior written authorization from the County.

p. Monitor rental properties in respective jurisdictions at the specified intervals throughout the period of affordability and submit monitoring reports to the County.

q. Carry out activities in compliance with HUD rules and regulations and the requirements of the HOME Program including the provisions of 24 CFR 92.504(c)(2).

r. Notify the County of their willingness to participate in a Programmatic Agreement with SHPO for the Stanislaus HOME Consortium.

s. Act in good faith and with due diligence in performance of City obligations and responsibilities under this Agreement and under all applicable Allocation Agreements, Subrecipient Agreements, and Grant Agreements (collectively, "Program Agreements"). Each City further agrees that it shall fully cooperate with the County in all things required by applicable law and appropriate to comply with the provisions of any Grant Agreement received by the County pursuant to the Act and its regulations.

13. Compliance with Applicable Laws.

a. The Parties acknowledge and agree that some existing programs may need to be modified if they are to be carried out with HOME funds, but the Consortium's activities do not impact CDBG-funded programs.

b. Each Consortium Member agrees to affirmatively further fair housing as required by 24 CFR Part 91.425(a)(1)(i) and agrees to participate in any HUD-required analysis of fair housing or assessment of fair housing. The Parties agree to comply with all applicable state and federal laws, rules, and regulations regarding equal opportunity, equal access, non-discrimination, and affirmative action.

c. The Consortium shall comply with applicable California open meeting (when applicable), public records, ethics laws and all other applicable laws and regulations.

d. The environmental effects of activities carried out with HOME funds must be assessed in accordance with the provisions of the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. 4321) and the related authorities listed in HUD's implementing regulations at 24 CFR parts 50 and 58. The applicability of the provisions of 24 CFR part 50 or part 58 is based on the HOME project (new construction, rehabilitation, acquisition) or activity (tenant-based rental

assistance) as a whole, not on the type of the cost paid with HOME funds. The County is the responsible entity for the environmental review and each City agrees to assist the County by securing all information and documentation relating to projects within their respective jurisdictions under the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA), if required, including paying for consulting services and technical evaluations, and providing the same to the County for final review and approval.

e. Each Consortium Member must adopt and follow affirmative marketing procedures and a minority outreach program as required by 24 CFR 92.351.

f. Consortium Members shall comply with applicable conflict of interest provisions, including 24 CFR Part 85 and those contained in 24 CFR 92.356.

g. The County, as Lead Agency, shall monitor Program activities so that the Consortium's HOME Program is carried out in compliance with HUD rules and regulations and the requirements of the HOME Program. These requirements include a Consolidated Plan in accordance with HUD regulations 24 CFR Parts 91 and 92 and the requirements of 24 CFR 92.350 and all related regulations and notices required by HUD for administration. As Lead Agency, the County shall be responsible for the administration of the Consortium HOME funds. As such, the County has been designated the participating jurisdiction by HUD in the HOME Program.

h. The requirements of 2 CFR part 200 apply to this Agreement, except for the following provisions: 200.306, 200.307, 200.308 (not applicable to participating jurisdictions), 200.311 (except as provided in 92.257), 200.312, 200.329, 200.333, and 200.334. The provisions of 2 CFR 200.305 apply as modified by 92.502(c). If there is a conflict between definitions in 2 CFR part 200 and 24 CFR part 92, the definitions in 24 CFR part 92 shall govern.

i. The requirements of 24 CFR 92.252 shall apply to affordable housing/rental units.

j. The requirements of 24 CFR 92.300 and 92.301 shall apply to allocations for housing programs to be owned, developed, or sponsored by community housing development organizations (CHDO programs).

k. The requirements of 40 CFR Subpart H-Other Requirements, are applicable to this Agreement, including:

68.200 Recordkeeping.

68.210 Availability of information to the public.

68.215 Permit content and air permitting authority or designated agency requirements.

68.220 Audits

l. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision

is not inserted, or is not correctly inserted, then upon the application of any Party, the Agreement shall forthwith be physically amended to make such insertion or correction.

14. Default and Remedial Action. Pursuant to 24 CFR 200, et seq., if a Consortium Member fails to comply with any term(s) outlined in this Agreement or the Program Agreements, the County may take corrective or remedial action against the Consortium Member in accordance with 24 CFR and 24 CFR 92.552.

15. Claims and Indemnification.

a. To the fullest extent permitted by law, a Party (including its employees, agents, elected officials and volunteers) whose act, omission, negligence, misconduct or other fault gives rise to any claim, loss, liability, cost, or expense, including, but not limited to, reasonable attorneys' fees, court costs, penalties, claims for reimbursement and sanctions (hereinafter collectively referred to as "claims"), made by HUD or any third party shall defend and hold harmless the other Parties from and against any and all such claims.

b. Each City agrees to indemnify and hold harmless the County and each of their respective officers, directors, agents, designated representatives, employees and affiliates ("Indemnified Parties") from any all claims arising out of, or in any way related to any its negligence or wrongful acts, breach or failure to comply with the terms and conditions of this Agreement, or failure to comply with applicable law. The obligations under this provision are independent of all other rights or obligations set forth herein. This indemnification provision shall survive the disbursement of the Award funds, as well as any termination of this Agreement.

16. Audit. Each City agrees to cooperate, at no cost to the County, in any audit of Program activities involving Program Funds received by that City, including not limited to preparing appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 24 CFR 200.510; promptly follow up and take corrective action on audit findings; comply with any corrective action plans issued in connection with the audit; and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required applicable regulations.

17. Reallocation of Funds. During administration of the HOME Program, the Consortium may determine that there are circumstances under which reallocation of certain Consortium Member(s) and/or CHDO(s) HOME Program Funds is necessary. Reallocation may be made by the County or as set forth in 92 CFR 450 et seq.

18. Withdrawal/New Members.

a. Except as provided by law, Consortium Members are prohibited from withdrawing from the Consortium during the qualification period of this Agreement.

b. New Members may be added to the Consortium upon consent of a simple majority of the Consortium Members. When a new Member is added, the Agreement will be amended accordingly, and the Parties agree to execute such further instruments as may be

reasonably required to effect such amendment. The Agreement will be amended in the federal fiscal year before the year in which the new Member is to be added.

19. Departing Consortium Member. In the event a Consortium Member elects to no longer participate in the Consortium, such decision is effective only at the conclusion of the qualification period. The following duties and obligations will be required with respect to those Consortium funds controlled by the departing Consortium Member:

a. Planning and Reporting.

i. The departing Consortium Member shall use its own Citizen Participation Plan for all Consortium-funded projects committed after the date of separation. The departing Consortium Member shall maintain all appropriate reports as described in the Agreement, on all Consortium-funded projects for the entirety of each project's respective affordability period.

ii. The departing Consortium Member shall remit these reports to the County upon request.

b. Monitoring.

i. The departing Consortium Member shall maintain separate records for all Consortium-funded projects in accordance with the applicable Consortium policy and shall provide these reports to the County upon request.

ii. The departing Consortium Member shall monitor its subrecipient and CHDO agreements related to projects funded by the departing Consortium Member in accordance with the applicable HUD regulations for the entirety of each applicable affordability period.

c. Meetings.

i. The departing Consortium Member may participate in Consortium meetings in a non-voting capacity until all Consortium funds held by the departing Consortium Member as of the date of separation have been expended.

d. Unencumbered/unexpended funds.

i. Consortium HOME funds allocated prior to the date of separation, shall not be commingled with any other HOME funds in any one project.

ii. All funds allocated to the departing Consortium Member by the Consortium must be encumbered before encumbering funds granted to the departing Consortium Member directly by HUD.

iii. If departing Consortium Member encumbers the bulk of Consortium funds, but funds remain, the departing Consortium Member shall return the funds to the Consortium.

iv. The departing Consortium Member shall return to the Consortium any Consortium funds allocated to the departing Consortium Member that have not been expended by the expenditure and encumbrance timelines specified in this Agreement.

v. The departing Consortium Member shall name the County as Lead Agency and beneficiary on documents (e.g., deeds of trust, liens) associated with any Consortium-funded projects that the departing Consortium Member enters into and shall modify all documents necessary to meet this requirement.

e. Program Income.

i. The departing Consortium Member shall remit to the County all program income received attributable to Consortium-funded projects. (See 24 CFR 92.503(a)).

ii. The County, as Lead Agency, shall be responsible for using any program income it receives in accordance with applicable statutes and regulations and shall reallocate such funds according to the Consortium Reallocation Policy.

f. Match.

i. The departing Consortium Member shall retain any match credits held by the departing Consortium Member as of the date of separation, to be used in accordance with statute and HUD regulations and guidelines.

ii. The departing Consortium Member shall apply match credits to Consortium-funded projects first; when those projects have the full required match amount, then the departing Consortium Member may apply the credits to the departing Consortium Member's funded projects.

20. General Provisions.

a. This Agreement may be amended by the County and such amendments shall be effective upon notice to the other Consortium Members.

b. Headings or captions to the provisions of this Agreement are solely for the convenience of the Parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if all Parties had in fact drafted this Agreement.

c. Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of any Party during the term of this Agreement, which any Consortium Member shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective Parties as set forth in Attachment 1 to this Agreement.

d. This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to

enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

e. Each Consortium Member has authorized the undersigned person signing as officers on behalf of the local agency, to enter into this Agreement on behalf of said local agency and to bind the same to this Agreement, and, further that said local agency has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

f. The Chief Executive Officer of the County and the City Manager of each City must sign this Agreement. This Agreement must include as attachments the authorizing resolutions from the governing body of each Consortium Member stating that the party signing the Agreement has the authority to sign the Agreement.

g. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first hereinabove written.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

STANISLAUS COUNTY:

By _____
Jody Hayes
Chief Executive Officer

Dated

APPROVED AS TO CONTENT:

Angela Freitas, Director
Planning and Community Development Department

By _____
Angela Freitas
Director

OPINION OF LEAD AGENCY COUNSEL

The undersigned has reviewed this Agreement and has concluded that the terms and provisions of the Agreement are fully authorized under state and local law and that the Agreement provides full legal authority for the Consortium to undertake or assist in undertaking housing assistance activities for the HOME Program.

Stanislaus County Counsel
Thomas E. Boze

By _____
Thomas E. Boze
County Counsel

CITY OF CERES:

By _____
Javier Lopez
Mayor

Dated

ATTEST:

By _____
Fallon Martin
City Clerk

APPROVED AS TO CONTENT:

By _____
Doug Dunford
City Manager

APPROVED AS TO FORM:

By _____
Nubia Goldstein
City Attorney

CITY OF HUGHSON:

By _____
George Carr
Mayor

Dated

ATTEST:

By _____
Ashton Gose
City Clerk

APPROVED AS TO CONTENT:

By _____
Dominique Romo
City Manager

APPROVED AS TO FORM:

By _____
Andy Pinasco
City Attorney

CITY OF NEWMAN:

By _____
Casey Graham
Mayor

Dated

ATTEST:

By _____
Mike Maier
City Clerk

APPROVED AS TO CONTENT:

By _____
Michael E. Holland
City Manager

APPROVED AS TO FORM:

By _____
Nubia Goldstein
City Attorney

CITY OF OAKDALE:

By _____
Cherilyn Bairos
Mayor

Dated

ATTEST:

By _____
Patrick Mondragon
City Clerk

APPROVED AS TO CONTENT:

By _____
Jerry Ramar
Interim City Manager

APPROVED AS TO FORM:

By _____
Tom Hallinan
City Attorney

CITY OF PATTERSON:

By _____
Micheal Clauzel
Mayor

_____ Dated

ATTEST:

By _____
Aracely Alegre
City Clerk

APPROVED AS TO CONTENT:

By _____
Fernando Ulloa
City Manager

APPROVED AS TO FORM:

By _____
Nubia Goldstein
City Attorney

CITY OF RIVERBANK:

By _____
Rachel Hernandez
Mayor

Dated

ATTEST:

By _____
Gabriela Hernandez
City Clerk

APPROVED AS TO CONTENT:

By _____
Marisela Garcia
City Manager

APPROVED AS TO FORM:

By _____
Tom Hallinan
City Attorney

CITY OF TURLOCK:

By _____
Amy Bublak
Mayor

Dated

ATTEST:

By _____
Nicole Fiez
City Clerk

APPROVED AS TO CONTENT:

By _____
Sue Borrego
Interim City Manager

APPROVED AS TO FORM:

By _____
George A. Petrulakis
City Attorney

CITY OF WATERFORD:

By _____
Charlie Goeken
Mayor

Dated

ATTEST:

By _____
Patricia Krause
City Clerk

APPROVED AS TO CONTENT:

By _____
Michael G. Pitcock
City Manager

APPROVED AS TO FORM:

By _____
Corbett Browning
City Attorney

Attachment 1
Consortium Member Notice Information

Stanislaus County
Department of Planning and Community Development
1010 10th Street, Suite 3400
Modesto, CA 95354

City of Ceres
Department of Planning and Building
2720 Second Street
Ceres, CA 95307

City of Hughson
Department of Community Development
P.O. Box 9
Hughson, CA 95326

City of Newman
Department of Community Development
P.O. Box 787
Newman, CA 95360

City of Oakdale
Department of Community Development
455 S. Fifth Street
Oakdale, CA 95361

City of Patterson
Department of Community Development
P.O. Box 667
Patterson, CA 95363

City of Riverbank
Department of Economic Development and Housing
6707 3rd Street
Riverbank, CA 95367

City of Turlock
Planning Division
156 S. Broadway, Ste. 120
Turlock, CA 95380-5456

City of Waterford
City Manager's Office
P.O. Box 199
Waterford, CA 95386

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 10.1

SECTION 10: PUBLIC HEARING

Meeting Date: June 10, 2025

Subject: First Reading by Title Only and Introduction of an Ordinance Designating the City of Riverbank Local Responsibility Area Fire Hazard Severity Zone

From: Marisela H. Garcia, City Manager

RECOMMENDATION

It is recommended that the City Council hold a public hearing regarding the introduction for first reading of an Ordinance adopting the City of Riverbank Local Responsibility Area Fire Hazard Severity Zone.

SUMMARY

California Government Code Section 51179(a) mandates that local agencies, defined as city, county, or district responsible for fire protection within a moderate fire hazard severity zone, shall designate, by ordinance, moderate, high, and very high fire hazard severity zones in [their] jurisdiction within 120 days of receiving recommendations from the State Fire Marshal pursuant to Section 51178. The City of Riverbank received the Local Responsibility Area Fire Hazard Severity Zone Map on February 24, 2025. The City of Riverbank has jurisdiction over the established moderate severity zone and is therefore required to adopt the ordinance.

BACKGROUND

The State Fire Marshal is required to classify lands within State Responsibility Areas into Fire Hazard Severity Zones. Prompted by the devastating 1991 Oakland Hills Fire, in 1992, state law expanded the requirement for California Department of Forestry and Fire Protection (CAL FIRE) to evaluate fire hazard severity in Local Responsibility Areas.

More recently, in 2021 CAL FIRE was tasked with identifying Moderate and High Fire Hazard Severity Zones along with the Very High in Local Responsibility Areas (LRA). This means that previous LRA maps that only contained very high classifications, now must also identify moderate and high zones. The updated Fire Hazard Severity Zone Maps for Local Responsibility Areas will designate fire hazard levels for all areas where fire service

is not the responsibility of the state or federal government. (A separate map showing the State Responsibility Area (SRA), was recently updated and became effective in 2024.)

CAL FIRE developed the recommended map using a science-based and field-tested model that assigns a hazard score based on the factors that influence fire likelihood and fire behavior. The fire hazard severity model for wild-land fire has two key elements: probability of an area burning and expected fire behavior under extreme fuel and weather conditions. Many factors are considered, such as fire history, existing and potential fuel (natural vegetation), predicted flame length, blowing embers, terrain, and typical fire weather for an area.

The Fire Hazard Severity Zone map reflects “hazard,” not “risk”. The map is like a flood zone map, where lands are described in terms of the probability level of a particular area being inundated by floodwaters; “Hazard” is based on the physical conditions that create a likelihood and expected fire behavior over a 30 to 50-year period without considering mitigation measures such as home hardening, recent wildfire, or fuel reduction efforts.

These maps are created by CAL FIRE under the direction of the State Fire Marshal without local jurisdictional input or influence. California Government Code Section 51179(3) states that “A local agency shall not decrease the level of fire hazard severity zone as identified by the State Fire Marshal for any area within the jurisdiction of the local agency, and, in exercising its discretion pursuant to paragraph (2), may only increase the level of fire hazard severity zone as identified by the State Fire Marshal for any area within the jurisdiction of the local agency.” Local agencies are not permitted to decrease or remove areas from the CAL FIRE recommended fire hazard severity zone map, meaning they can only designate areas as a higher hazard than what the map indicates.

The original Fire Hazard Severity Zone (FHSZ) maps, released in 2007, imposed mandatory construction and defensible space requirements only on parcels identified as Very High, which is why no areas in the City of Riverbank were previously reflected on this map. The 2025 map released in February of this year, reflects a portion of east Riverbank as being in a *Moderate* Zone. This is indicated in Exhibit A: City of Riverbank Local Responsibility Area Fire Hazard Severity Zone Map

STRATEGIC PLAN

While not directly related to the City Council’s Strategic Plan, this item is consistent with the City’s goal of “*Improve Public Safety*”.

FINANCIAL IMPACT

There is no financial impact associated with this request.

ATTACHMENTS

1. Ordinance
Exhibit A: City of Riverbank Local Responsibility Area Fire Hazard Severity Zone Map
2. Fire Hazard Severity Zones Local Responsibility Area Fact Sheet

CITY OF RIVERBANK

ORDINANCE 2025-

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVERBANK
DESIGNATING THE CITY OF RIVERBANK LOCAL RESPONSIBILITY AREA FIRE
HAZARD SEVERITY ZONE**

WHEREAS, pursuant to Government Code 51178, the State Fire Marshal shall identify areas in the state as *moderate*, *high*, and *very high* fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas; and

WHEREAS, the city is responsible for ensuring fire protection within a *moderate* severity zone and is required to designate, by ordinance, moderate, high and very high fire severity zones in its jurisdiction within 120 days of receiving recommendations from the State Marshall pursuant to Section 51178; and

WHEREAS, *moderate*, *high*, and *very high* fire hazard severity zones are based on fuel loading, slope, fire weather, and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread; and

WHEREAS, Local Responsibility Areas (LRA) are in incorporated cities, urban regions, agricultural lands, and portions of the desert where the local government is responsible for wildfire protection. This is typically provided by city departments, fire protection districts, counties, and by CALFIRE under contract; and

WHEREAS, the moderate designation of an area near the eastern border of the city limits requires adoption of the Fire Hazard Severity Zone and indicated on the attached City of Riverbank LRA Fire Hazard Severity Zone.

**NOW, THEREFORE THE CITY OF RIVERBANK CITY COUNCIL DOES ORDAIN
AS FOLLOWS:**

SECTION 1:

1. The city hereby designates the Fire Hazard Severity Zones as recommended by the California Department of Forestry and Fire Protection pursuant to Government Code Section 51178.
2. The map approved by the City, is hereby incorporated by reference, and entitled "City of Riverbank LRA Fire Hazard Severity Zone."
3. The official map is located electronically with the City of Riverbank at www.riverbank.org.

SECTION 2: This Ordinance shall become effective thirty (30) days from and after its final passage, provided it is published pursuant to GC § 36933 in a newspaper of general circulation within fifteen (15) days after its adoption.

The foregoing ordinance was given its first reading and introduced by title only at a regular meeting of the City Council of the City of Riverbank on June 10, 2025. Said ordinance was given a second reading by title only and adopted.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Riverbank at a regular meeting on the _____ day of _____, 2025; motioned by Councilmember _____, seconded by Councilmember _____, and moved said ordinance by a City Council roll call vote of ____:

AYES:

NAYS:

ABSENT:

ABSTAINED:

ATTEST:

Gabriela Hernandez, CMC
City Clerk

APPROVED:

Rachel Hernandez
Mayor

APPROVED AS TO FORM:

Tom P. Hallinan, City Attorney

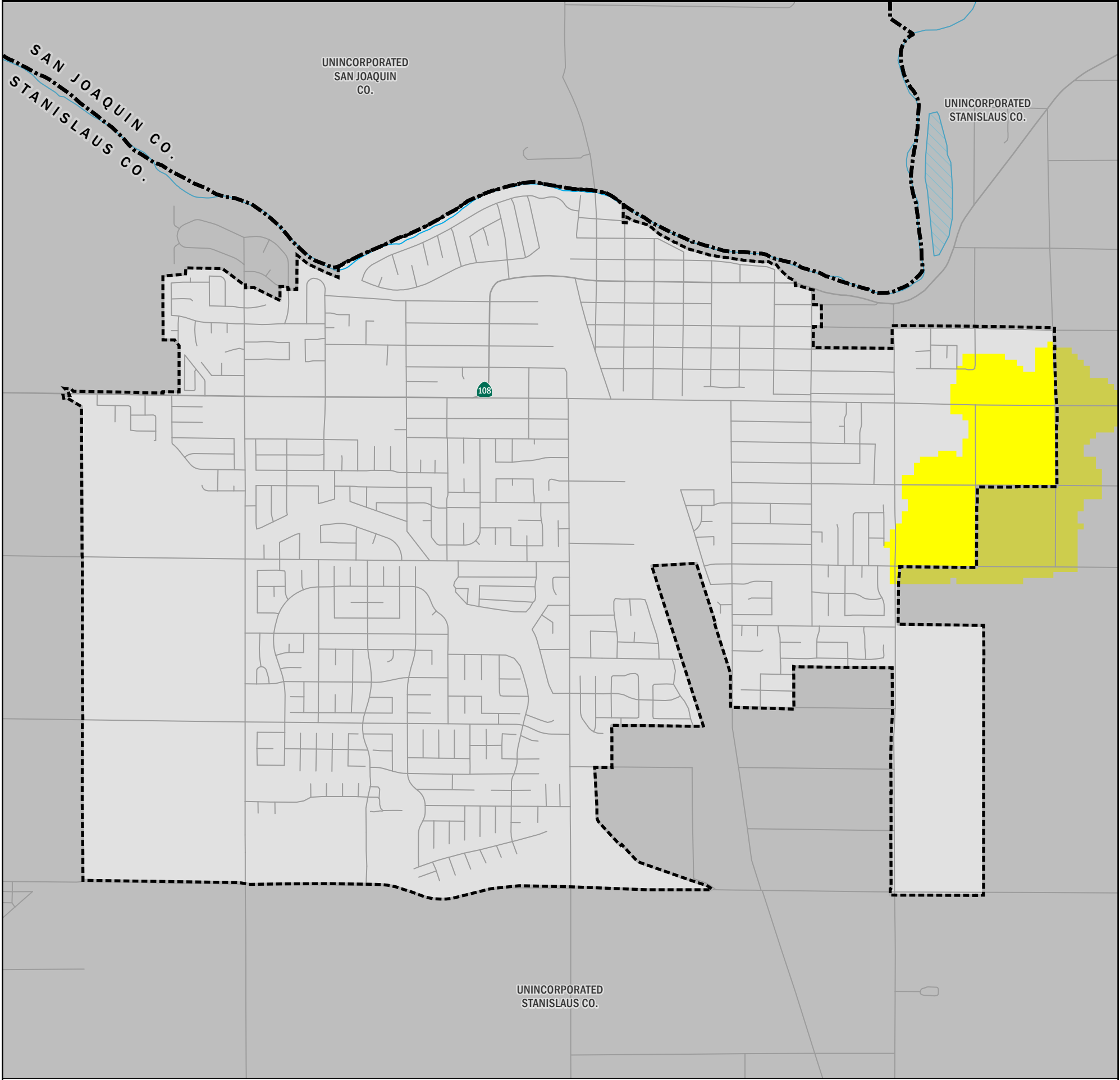
Attachment: City of Riverbank LRA Fire Hazard Severity Zone

CITY OF RIVERBANK – STANISLAUS COUNTY



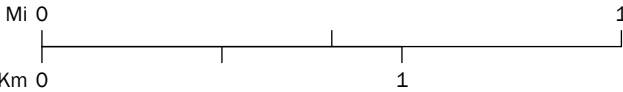
Local Responsibility Area
Fire Hazard Severity Zones

As Identified by the
State Fire Marshal
February 24, 2025



Fire Hazard Severity Zones (FHSZ) in Local Responsibility Area (LRA), as Identified by the State Fire Marshal

Moderate



Projection: NAD 83 California Teale Albers
Scale: 1:21,000 at 11" x 17"

- Incorporated City
- Waterbody
- Unzoned LRA

Government Code section 51178 requires the State Fire Marshal to identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent

statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, high, and very high fire hazard severity zones shall be based on fuel loading, slope, fire weather,

and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

The State of California and the Department of Forestry and Fire Protection make no representations or warranties regarding the accuracy of data or maps. Neither the State nor the Department shall be liable under any circumstances for any direct, special, incidental, or consequential damages with respect to any claim by any user or third party on account of, or arising from, the use of data or maps.

Gavin Newsom, Governor, State of California
Wade Crowfoot, Secretary for Natural Resources, CA Natural Resources Agency
Joe Tyler, Director/Fire Chief, CA Department of Forestry and Fire Protection
Daniel Berlant, State Fire Marshal, CA Department of Forestry and Fire Protection

Data Sources:
CAL FIRE Fire Hazard Severity Zones (FHSZSRA23_3, FHSZLRA_25_1)
CAL FIRE State Responsibility Areas (SRA25_1)
City and County boundaries as of 10/22/24 (CA Board of Equalization)



Fire Hazard Severity Zones Local Responsibility Area

Fire Hazard Severity Zones

What is a Fire Hazard Severity Zone?

The State Fire Marshal shall identify areas in the State as Moderate, High, and Very High Hazard Severity Zones based on consistent statewide criteria and the severity of fire hazard that is expected to prevail in those areas. – [CA GOV 51178](#)

When did Fire Hazard Severity Zones begin in Local Responsibility Area?

Assembly Bill 337 (Bates 1992), prompted by the devastating Oakland Hills fire of 1991, calls for CAL FIRE to evaluate fire hazard severity in local responsibility area and to make a recommendation to the local jurisdiction where Very High FHSZ exist. – [CA GOV 51175](#)

What do Fire Hazard Severity Zones measure?

The maps evaluate "Hazard", not "Risk". Hazard is based on physical conditions that create expected fire behavior over a 50-year period without considering short-term modifications. Risk is the potential damage a fire can do to the area under existing conditions, including fuel reduction projects, defensible space, and ignition resistant building construction. - osfm.fire.ca.gov/fhsz

Will the new Fire Hazard Severity Zone maps affect my insurance?

Insurance companies use risk models, which differ from hazard models, because they consider the susceptibility of a structure to damage from fire and other short-term factors that are not included in hazard modeling. Insurance risk models incorporate additional factors that change more frequently than those that CAL FIRE includes in its hazard mapping, which is built to remain steady.

– [California Department of Insurance](#)

What are the requirements within Fire Hazard Severity Zones?

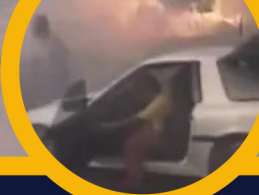
- Materials and Construction Methods for Exterior Wildfire Exposure – [CBC Chapter 7A](#)
- Natural hazard real estate disclosure at the time of sale – [CA CIV 1102.19 \(AB 38 2019\)](#)
- 100-foot defensible space clearance requirements – [CA GOV 51182](#)
- Property development standards such as road widths, water supply, and signage – [CA PRC 4290](#)
- Consideration during future development of Cities and Counties General Plan – [CA GOV 65302](#)

1980



Panorama Fire burns 28,800 acres, destroying 325 structures and resulting in 4 fatalities in San Bernardino.

1991



Tunnel Fire burns 1,600 acres, destroying 2,900 structures and resulting in 25 fatalities in the Oakland Hills.

PRC 4201 mandates that CAL FIRE develop Fire Hazard Severity Zones.

1982

Fire Hazard Severity Zone maps are created.

1985

The "Bates Bill" calls for CAL FIRE to identify Very High Fire Hazard Severity Zones in LRA.

1992

Frequently Asked Questions



Is there an easy way to determine the Fire Hazard Severity Zone of my property?

You can search by address to find your current designation on the website: osfm.fire.ca.gov/fhsz

Why are Fire Hazard Severity Zones being updated?

The hazard maps are being updated to more accurately reflect the zones in California that are susceptible to wildfire. The process will incorporate new science in local climate data and improved fire assessment modeling in determining hazard ratings. – [PRC 4125](#) and [GC 51178](#)

What are the key elements of the Fire Hazard Severity Zone Model?

The model has two key elements: probability of an area burning and expected fire behavior under extreme fuel and weather conditions. The factors considered in determining fire hazard within wildland areas is fire history, flame length, terrain, local weather, and potential fuel over a 50-year period. Outside of wildlands, the model considers factors that might lead to buildings being threatened, including terrain, weather, urban vegetation cover, blowing embers, proximity to wildland, fire history, and fire hazard in nearby wildlands. This is not a structure loss model, as key information regarding structure ignition is not included. – osfm.fire.ca.gov/fhsz

Why does the model place an emphasis on the spread of embers?

Embers spread wildfire because they can travel long distances in the wind and ignite vegetation, roofs, attics (by getting into vents), and decks. – osfm.fire.ca.gov/fhsz

What is the difference between SRA and LRA?

State Responsibility Area (SRA) is a legal term defining the area where the State has financial responsibility for wildland fire protection and prevention. – [CA PRC 4102](#)

Local Responsibility Area (LRA) includes incorporated cities, urban regions, agriculture lands, and portions of the desert where the local government is responsible for wildfire protection. – [CA PRC 4125](#)

How are Fire Hazard Severity Zones determined in Local Responsibility Areas?

CAL FIRE uses an extension of the state responsibility area Fire Hazard Severity Zone model as the basis for evaluating fire hazard in Local Responsibility Area. The Local Responsibility Area hazard rating reflects flame and ember intrusion from adjacent wildlands and from flammable vegetation in the urban area.

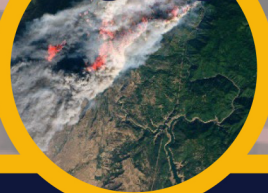
– [PRC 4202](#) and [GC 51178](#)

2017



Tubbs Fire burns 36,810 acres, destroying 5,643 structures and resulting in 22 fatalities in Santa Rosa.

2018



Camp Fire burns 153,336 acres, destroying 18,804 structures and resulting in 85 fatalities in Paradise.

CAL FIRE finalizes the Statewide FHSZ Model to include Very High FHSZ in LRA.

2007

AB 642 and SB 63 require CAL FIRE to identify Moderate and High FHSZ in LRA.

2021

AB 211 requires local agency to designate by ordinance Moderate and High FHSZ in LRA.

2022

FHSZ Frequently Asked Questions



General

What is a Fire Hazard Severity Zone or FHSZ?

[Public Resource Code 4202](#); The State Fire Marshal shall classify lands within State Responsibility Areas into Fire Hazard Severity Zones. Each zone shall embrace relatively homogeneous lands and shall be based on fuel loading, slope, fire weather, and other relevant factors present, including areas where winds have been identified by the department as a major cause of wildfire spread.

[Government Code 51178](#); The State Fire Marshal shall identify areas in the state as Moderate, High, and Very High Fire Hazard Severity Zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, High, and Very High Fire Hazard Severity Zones shall be based on fuel loading, slope, fire weather, and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

Will the new Fire Hazard Severity Zones affect my ability to get or maintain insurance?

Insurance companies use risk models, which differ from hazard models, because they consider the susceptibility of a structure to damage from fire and other short-term factors that are not included in hazard modeling. It is unlikely that insurance risk models would utilize CAL FIRE Fire Hazard Severity Zones as a factor, but much of the same data that is used in the Fire Hazard Severity Zone model are likely included in the insurance companies' risk models. However, insurance risk models incorporate many additional factors and that change more frequently than those that CAL FIRE includes in its hazard mapping, which is built to remain steady for the next 10+ years.

What do Fire Hazard Severity Zones measure?

The Fire Hazard Severity Zone map reflects "hazard," not "risk". The map is like flood zone maps, where lands are described in terms of the probability level of a particular area being inundated by floodwaters, and not specifically prescriptive of impacts.

"Hazard" is based on the physical conditions that create a likelihood and expected fire behavior over a 30 to 50-year period without considering mitigation measures such as home hardening, recent wildfire, or fuel reduction efforts.

"Risk" is the potential damage a fire can do to the area under existing conditions, accounting for any modifications such as fuel reduction projects, defensible space, and ignition resistant building construction.

FHSZ Frequently Asked Questions



General

What are the key elements of the Fire Hazard Severity Zone model?

The fire hazard severity model for wildland fire has two key elements: probability of an area burning and expected fire behavior under extreme fuel and weather conditions. The zones reflect areas that have similar burn probabilities and fire behavior characteristics. The factors considered in determining fire hazard within wildland areas are fire history, flame length, terrain, local weather, and potential fuel over a 50-year period. Outside of wildlands, the model considers factors that might lead to buildings being threatened, including terrain, weather, urban vegetation cover, blowing embers, proximity to wildland, fire history, and fire hazard in nearby wildlands. FHSZs are not a structure loss model, as key information regarding structure ignition (such as roof type, etc.) is not included.

Where do Fire Hazard Severity Zones apply?

Fire Hazard Severity Zones are found in areas where the state has financial responsibility for wildfire protection and prevention, called the State Responsibility Area. More than 31 million acres are in this area. Under [Senate Bill 63 \(Stern, 2021\)](#) [Government Code 51178](#) was amended to also identify the Moderate and High Fire Hazard Severity Zones with the Very High in Local Responsibility Area (LRA).

What are the uses of Fire Hazard Severity Zones?

The zones are used for several purposes including to designate areas where California's defensible space standards and wildland urban interface building codes are required. They can be a factor in real estate disclosure, and local governments may consider them in their general plan.

When were the maps last updated?

In 2007, CAL FIRE updated the FHSZs for the entire State Responsibility Area (SRA). Between 2008-2011 the department worked with local governments to make recommendations of the Very High Fire Hazard Severity Zones within Local Responsibility Area (LRA).

Why are fire hazard severity maps being updated?

The hazard maps are being updated to more accurately reflect the zones in California that are susceptible to wildfire. The hazard mapping process will incorporate new science in local climate data and improved fire assessment modeling in determining hazard ratings.

FHSZ Frequently Asked Questions



General

How do the Fire Hazard Severity Zone Maps differ from California Public Utilities Commission (CPUC) High Fire Threat District Maps?

The California Public Utilities Commission (CPUC) sponsored map, known as "CPUC High Fire Threat District Map" (HFTD), includes similar factors as those in the FHSZ maps, however the CPUC HFTD Map is designed specifically for identifying areas where there is an increased risk for utility associated wildfires. As such, the CPUC map includes fire hazards associated with historical powerline-caused wildfires, current fuel conditions, and scores areas based on where fires start, as opposed to where potential fires may cause impacts.

How are Fire Hazard Severity Zones determined?

CAL FIRE used the best available science and data to develop, and field test a model that served as the basis of zone assignments. The model evaluated the probability of the area burning and potential fire behavior in the area. Many factors were included such as fire history, vegetation, flame length, blowing embers, proximity to wildland, terrain, and weather.

What new data will be included in the new model, and how does this differ from the previous model?

A 2 km grid of climate data covering the years 2003-2018 is being used in the update. The previous model used stock weather inputs across the state to calculate wildland fire intensity scores. The updated model will adjust fire intensity scores based on the most extreme fire weather at a given location, considering temperature, humidity, and wind speed. In addition, ember transport is being modeled based on local distributions of observed wind speed and direction values instead of using a generic buffer distance for urban areas adjacent to wildlands.

Why is my property in a different zone than the adjacent area, which looks similar?

In wildland areas, zone edges are a result of the way zones are delineated. Specifically, zones represent areas of similar slope and fuel potential. Zone boundaries divide zones based on geographic and vegetation features that align with fire hazard potential; although, at a local scale, it may appear that the immediate area is similar on both sides of the edge. The class value within a zone is based on the average hazard score across the whole zone, so areas that are in the same zone but not immediately adjacent to a local area can have an influence on the final zone classification. Classification outside of wildland areas is based on the fire hazard of the adjacent wildland and the probability of flames and embers threatening buildings.

FHSZ Frequently Asked Questions



General

Why does the model place an emphasis on the spread of embers?

Embers spread wildfire because they can travel long distances in the wind and ignite vegetation, roofs, attics (by getting into vents), and decks.

Why do waterbodies have a Fire Hazard Severity Zone Classification?

All areas in State Responsibility Area, including water bodies, require a Fire Hazard Severity Zone designation. The 2007 FHSZ maps zoned all water as Moderate by default. In the 2023 FHSZ model we added a buffer of FHSZ from the surrounding wildland into water bodies to account for potential threat of embers to buildings on docks and house boats, as well as variation in reservoir height that occurs with drought.

How does CAL FIRE assist Local Governments in Fire Hazard Severity Zones?

CAL FIRE's Land Use Planning Program is a specialized unit that provides support to local governments by providing fire safety expertise on the State's wildland urban interface building codes, wildfire safety codes, as well as helping in the development of the safety elements in general plans.

How can I search the Fire Hazard Severity Zone of a property?

You can search by address to find your current designation on the web at: osfm.fire.ca.gov/FHSZ

FHSZ Frequently Asked Questions



State Responsibility Area

What is State Responsibility Area or SRA?

SRA is a legal term defining the area where the state has financial responsibility for wildland fire protection and prevention. Incorporated cities and federal ownership are not included. Within the SRA, CAL FIRE is responsible for fire prevention and suppression. There are more than 31 million acres in SRA, with an estimated 1.7 million people and 800,000 existing homes.

How is State Responsibility Area determined?

The Board of Forestry and Fire Protection (Board) classifies land as State Responsibility Area. The legal definition of SRA is found in the [Public Resources Code Section 4125](#). The Board has developed detailed procedures to classify lands as State Responsibility Area. Lands are removed from SRA when they become incorporated by a city, change in ownership to the federal government, become more densely populated, or are converted to intensive agriculture that minimizes the risk of wildfire. While some lands are removed from SRA automatically, the Board typically reviews changes every five years.

What Fire Hazard Severity Zones are in State Responsibility Area?

All of the State Responsibility Area is in a Fire Hazard Severity Zone. Lands are either ranked as Moderate, High or Very High Fire Hazard Severity Zones.

What are the wildland urban interface (WUI) building codes in State Responsibility Area?

The WUI building codes ([California Building Code \(CBC\) Chapter 7A](#)) reduce the risk of embers fanned by wind-blown wildfires from igniting buildings. The codes for roofing, siding, decking, windows, and vents apply throughout all State Responsibility Area regardless of the fire hazard severity ranking. Ember-resistant building materials can be found at: <https://osfm.fire.ca.gov/divisions/fire-engineering-and-investigations/building-materials-listing/>



State Responsibility Area

What is the difference between the various Fire Hazard Severity Zones?

Classification of a wildland zone as Moderate, High or Very High Fire Hazard is based on the average hazard across the area included in the zone, which have a minimum size of 200 acres. In wildlands, hazard is a function of modeled flame length under the worst conditions and annual burn probability. Both these factors generally increase with increasing hazard level, but there may be instances where one value is Very High and the other is low, pushing the overall hazard into a more intermediate ranking. On average, both modeled flame length and burn probability increase by roughly 40-60% between hazard classes.

Is the GIS data for Fire Hazard Severity Zones available for download?

The data inputs used to develop the Fire Hazard Severity Zones are identified in the Initial Statement of Reasons (ISOR) Title 19 Development (ca.gov). CAL FIRE has developed an additional data package which consists of sequential modeling steps, including any data inputs that were not already publicly available and referenced in the ISOR. The data package encompasses 34 spatial datasets and 8 tables, provided in raster, polygon, and table format. These datasets are formatted for Esri ArcGIS software, except for four tables provided in Excel. Ten of the datasets are updated versions used to produce an edited SRA FHSZ map following the public comment period that ended April 4, 2023. Upon formal adoption of the FHSZ map, the final SRA FHSZ geospatial data file will become available. The data package is available on the FHSZ website Fire Hazard Severity Zones (ca.gov) under the science and methods banner.



Local Responsibility Area

What is Local Responsibility Area or LRA?

Local Responsibility Areas (LRA) are incorporated cities, urban regions, agriculture lands, and portions of the desert where the local government is responsible for wildfire protection. This is typically provided by city fire departments, fire protection districts, counties, and by CAL FIRE under contract.

When did Fire Hazard Severity Zones begin in Local Responsibility Area?

Assembly Bill 337 (Bates, 1992) prompted by the devastating Oakland Hills Fire of 1991, calls for CAL FIRE to evaluate fire hazard severity in Local Responsibility Area and to make a recommendation to the local jurisdiction where Very High FHSZ exist. [Government Code 51175](#) then provides direction for the local jurisdiction to take appropriate action.

How are Fire Hazard Severity Zones determined in Local Responsibility Areas?

CAL FIRE uses an extension of the State Responsibility Area Fire Hazard Severity Zone model as the basis for evaluating fire hazard in Local Responsibility Area. The Local Responsibility Area hazard rating reflects flame and ember intrusion from adjacent wildlands and from flammable vegetation in the urban area.

What are the requirements for landowners in Fire Hazard Severity Zones in Local Responsibility Areas?

California's WUI building codes ([CBC Chapter 7A](#)) apply to the design and construction of new buildings located in High and Very High FHSZs in Local Responsibility Areas. Local ordinances may require ignition resistant construction for remodel projects. Check with your local building department to determine which ignition resistant building codes apply to your project. In addition, Government Code Section 51182 calls for defensible space clearance and other wildland fire safety practices for buildings. Owners are also required to make a natural hazard disclosure as part of a real estate transfer. For information regarding home hardening and defensible space clearance, visit www.readyforwildfire.org.

Does the designation of Very High Fire Hazard Severity Zones in the Local Responsibility Area trigger the 100-foot clearance requirement?

Yes, per [Government Code 51182](#) unless a local government has passed a more stringent requirement, the 100-foot defensible space clearance applies. For information regarding home hardening and defensible space clearance, visit www.readyforwildfire.org.



Local Responsibility Area

What is the process for developing Fire Hazard Severity Zones in the Local Responsibility Area?

CAL FIRE uses the same modeling data that is used to map the State Responsibility Area. The map, along with a model ordinance, are then sent to the governing body for adoption.

How are the new Fire Hazard Severity Zones impacting development?

Many of the changes expanding Fire Hazard Severity Zones in Local Responsibility Areas have been supported by the building industry. CAL FIRE works closely with the building industry when setting various building codes and defensible space requirements, so we are working together to not affect development itself but to make sure development matches the hazards of that area.

When will the Local Responsibility Area Map be released?

The Local Responsibility Area map process will happen after the State Responsibility Area process has been completed, which is estimated to occur in winter of 2025.

Why haven't Moderate and High Fire Hazard Severity Zone classes been classified before in the Local Responsibility Area?

New legislation, [Senate Bill 63 \(Stern, 2021\)](#), now requires the adoption of all three Fire Hazard Severity Zone classes in the Local Responsibility Area. Previously only Very High Fire Hazard Severity Zones were required for adoption in Local Responsibility Areas.

Why is my property in a different zone than the adjacent area, which looks similar?

In non-wildland areas, zone edges occur based on distance to the wildland edge. Because hazard in these areas is largely determined by incoming embers from adjacent wildland, urban areas that are similar in vegetation type and housing density may have a change in FHSZ class as the distance to the wildland edge increases. Areas immediately adjacent to wildland receive the same FHSZ score as that wildland where fire originates, and the model then produces lower scores as the distance to wildland edge increases.

LRA Legislation Factsheet



Assembly Bill No.337

An act to add Chapter 6.8 (commencing with Section 51175) to Part 1 of Division 1 of Title 5 of the Government Code, and to amend Section 13108.5 of the Health and Safety Code, relating to fire protection.

[Enrolled, January 28, 1991]

AB 337, Bates. Very high fire hazard severity zones.

- (1) Under existing law, the State Board of Forestry is required to classify all lands within the state, in accordance with prescribed criteria, for the purpose of determining areas in which the financial responsibility of preventing and suppressing fires is primarily the responsibility of the state.

This bill would declare that the prevention of fires is not a municipal affair but is instead, a matter of statewide concern, and would make a finding and declaration of the Legislature that its provisions apply to all local agencies, including, but not limited to, charter cities, charter counties, and charter cities and counties. The bill would prohibit that finding from limiting the authority of a local agency, as defined, from imposing more restrictive fire and panic safety requirements, as otherwise authorized by law.

The bill would state that it is not the intent of the Legislature to limit or restrict the authority of a local agency to impose more restrictive fire and panic safety requirements, as otherwise authorized by law.

This bill would require the Director of Forestry and Fire Protection to identify areas in the state as very high fire hazard severity zones within all counties pursuant to a prescribed schedule. The bill would require local agencies, as defined, to designate, by ordinance, very high fire hazard severity zones in their jurisdiction after receiving recommendations from the director, except as prescribed. The bill would authorize local agencies to include or exclude areas following certain findings and would require changes made by local agencies to be final and not rebuttable by the director. By requiring local agencies to designate very high fire hazard severity zones within their jurisdictions, this bill would impose a state-mandated local program. The bill would require the State Fire Marshal to prepare and adopt a model ordinance that provides for the establishment of any high fire hazard security zones.

LRA Legislation Factsheet



Assembly Bill No.337 (Continued)

- (2) Under existing law, any person who owns, leases, controls, operates, or maintains any building or structure in, upon, or adjoining any mountainous area or forest-covered lands, brush-covered lands, or grass-covered lands, or any land that is covered with flammable material, is required to undertake specified fire protection measures, including the maintenance of specified firebreaks.

The bill would enact requirements of this nature for any person who owns, leases, controls, operates, or maintains, any occupied dwelling or occupied structure in, upon, or adjoining any mountainous area, forest-covered land, brush-covered land, grass-covered land, or land covered with flammable material, which area or land is within a very high fire hazard severity zone, as described in (1).

The bill would authorize local agencies to exempt certain structures and would exempt certain land or water areas.

The bill would make violation of these requirements an infraction or misdemeanor, as specified, thereby imposing a state-mandated local program by creating a new crime, and would specify related matters.

This bill would require local agencies to notify owners of property of violation and would authorize local agencies to correct the conditions and make a lien upon the property, as prescribed. By creating these requirements, this bill would impose a state-mandated local program.

The bill would permit a violation of these requirements to be considered a public nuisance, as specified.

- (3) Existing law requires the State Fire Marshal to adopt, amend, and repeal regulations for roof coverings and openings into the attic areas of buildings in those fire hazard severity zones in state responsibility lands as designated by the director. Existing law requires the director to classify lands within state responsibility areas into fire hazard severity zones.

This bill would instead require the State Fire Marshal to propose, and would require the State Building Standards Commission to adopt, amend, and repeal those regulations. The bill would also require the State Fire Marshal to propose, and would require the State Building Standards Commission to adopt, amend, and repeal, those regulations for buildings in very high fire hazard severity zones in state responsibility lands, designated by the director, and in very high fire hazard severity zones as described in (1). The bill would require roofs on all new buildings and certain existing buildings in both of those zones to be at least a class B roof that complies with Standard 32-7 of the Uniform Building Code, as adopted in the California Building Standards Code. The bill would impose requirements on installers and roofing materials and make other related changes. The bill would exempt historic buildings, as defined, from these provisions.

LRA Legislation Factsheet



Senate Bill No.63

CHAPTER 382

An act to amend Sections 51177, **51178, 51178.5**, 51182, and 51189 of the **Government Code**, to amend Section 13108.5 of the Health and Safety Code, and to amend Sections 4124.5 and 4291 of, and to add and repeal Sections 4123.8, 4291.5, and 4291.6 of, the Public Resources Code, relating to fire prevention.

[Approved by Governor September 28, 2021. Filed with Secretary of State September 28, 2021.]

SB 63, Stern. Fire prevention: vegetation management: public education: grants: defensible space: fire hazard severity zones.

- (1) Existing law requires the Director of Forestry and Fire Protection to identify areas of the state as very high fire hazard severity zones based on specified criteria. Existing law requires a local agency, within 30 days after receiving a transmittal from the director that identifies very high fire hazard severity zones, to make the information available for public review, as provided. This bill, among other things, would also require the director to identify areas of the state as moderate and high fire hazard severity zones. The bill would modify the factors the director is required to use to identify areas into fire hazard severity zones, as provided. The bill would require a local agency to make this information available for public review and comment, as provided. By expanding the responsibility of a local agency, the bill would impose a state-mandated local program.

This bill would also make conforming changes.

- (2) Existing law requires a person who owns, leases, controls, operates, or maintains an occupied dwelling or structure in, upon, or adjoining a mountainous area, forest-covered land, brush-covered land, grass-covered land, or land that is covered with flammable material that is within a very high fire hazard severity zone, as designated by a local agency, or a building or structure in, upon, or adjoining those areas or lands within a state responsibility area, to maintain a defensible space of 100 feet from each side and from the front and rear of the structure, as specified. Existing law authorizes a greater distance than specified above on the specified land in a very high fire hazard severity zone. Existing law specifies that clearance beyond the property line may only be required if state law, local ordinance, rule, or regulation includes certain findings and specifies that clearance on adjacent property shall only be conducted following written consent by the adjacent landowner.

LRA Legislation Factsheet



Amended by Senate Bill No.63

Government Code 51178

The State Fire Marshal shall identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, high, and very high fire hazard severity zones shall be based on fuel loading, slope, fire weather, and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

(Amended by Stats. 2021, Ch. 382, Sec. 2.5. (SB 63) Effective January 1, 2022.)

Government Code 51178.5

Within 30 days after receiving a transmittal from the State Fire Marshal that identifies fire hazard severity zones pursuant to Section 51178, a local agency shall make the information available for public review and comment. The information shall be presented in a format that is understandable and accessible to the general public, including, but not limited to, maps.

(Amended by Stats. 2021, Ch. 382, Sec. 3.5. (SB 63) Effective January 1, 2022.)

LRA Legislation Factsheet



Assembly Bill No. 211

CHAPTER 574

An act to amend Sections 11891, 11893, 12581, 12996, 12998, 12999.4, and 12999.5 of, and to add Sections 12999.6 and 13001 to, the Food and Agricultural Code, **to amend Section 51179 of the Government Code**, to amend Sections 44274.10, 44274.11, 44274.12, 44274.13, and 44274.14 of the Health and Safety Code, to amend Sections 3113, 4799.05, 14503.5.1, 14538, 14549.2, 14581, 42052, and 42060 of, to add Sections 14537.5, 14548, 14555, and 21166.3 to, to add Part 5 (commencing with Section 75250) to Division 44 of, and to repeal Section 75250.1 of, the Public Resources Code, to amend Section 43152.6 of, and to amend and repeal Section 43152.10 of, the Revenue and Taxation Code, to amend Section 13198 of the Water Code, to amend the Budget Act of 2021 (Chapters 21, 69, and 240 of the Statutes of 2021) by amending Item 8570-002-0001 of Section 2.00 of that act, and to amend the Budget Act of 2021 (Chapter 44 of the Statutes of 2022) by amending Items 3540-101-0001 of Section 2.00 of that act, relating to public resources, and making an appropriation therefor, to take effect immediately, bill related to the budget.

[Approved by Governor September 27, 2022. Filed with Secretary of State September 27, 2022.]

AB 211, Committee on Budget. Public resources trailer bill.

- (2) Existing law requires the State Fire Marshal to identify areas of the state as moderate, high, and very high fire hazard severity zones based on specified criteria. Existing law requires a local agency to designate, by ordinance, very high fire hazard severity zones in its jurisdiction within 120 days of receiving recommendations from the State Fire Marshal. Existing law authorizes a local agency, at its discretion, to include areas within the jurisdiction of the local agency, not identified as very high fire hazard severity zones by the State Fire Marshal, as very high fire hazard severity zones following a finding supported by substantial evidence, as provided.

This bill would additionally require a local agency to designate, by ordinance, moderate and high fire hazard severity zones within 120 days of receiving recommendations from the State Fire Marshal. By expanding the responsibility of a local agency, the bill would impose a state-mandated local program. The bill would additionally authorize a local agency, at its discretion, to include areas within the jurisdiction of the local agency, not identified as moderate and high fire hazard severity zones by the State Fire Marshal, as moderate and high fire hazard severity zones, respectively. The bill would prohibit the local agency from decreasing the level of fire hazard severity zone as identified by the State Fire Marshal for any area within the jurisdiction of the local agency, as provided.

LRA Legislation Factsheet



Amended by Assembly Bill No. 211

Government Code 51179

- (a) A local agency shall designate, by ordinance, moderate, high, and very high fire hazard severity zones in its jurisdiction within 120 days of receiving recommendations from the State Fire Marshal pursuant to Section 51178.
- (b) (1) A local agency may, at its discretion, include areas within the jurisdiction of the local agency, not identified as very high fire hazard severity zones by the State Fire Marshal, as very high fire hazard severity zones following a finding supported by substantial evidence in the record that the requirements of Section 51182 are necessary for effective fire protection within the area.

(2) A local agency may, at its discretion, include areas within the jurisdiction of the local agency, not identified as moderate and high fire hazard severity zones by the State Fire Marshal, as moderate and high fire hazard severity zones, respectively.

(3) A local agency shall not decrease the level of fire hazard severity zone as identified by the State Fire Marshal for any area within the jurisdiction of the local agency, and, in exercising its discretion pursuant to paragraph (2), may only increase the level of fire hazard severity zone as identified by the State Fire Marshal for any area within the jurisdiction of the local agency.
- (c) The local agency shall transmit a copy of an ordinance adopted pursuant to subdivision (a) to the State Board of Forestry and Fire Protection within 30 days of adoption.
- (d) Changes made by a local agency to the recommendations made by the State Fire Marshal shall be final and shall not be rebuttable by the State Fire Marshal.
- (e) The State Fire Marshal shall prepare and adopt a model ordinance that provides for the establishment of very high fire hazard severity zones.
- (f) Any ordinance adopted by a local agency pursuant to this section that substantially conforms to the model ordinance of the State Fire Marshal shall be presumed to be in compliance with the requirements of this section.
- (g) A local agency shall post a notice at the office of the county recorder, county assessor, and county planning agency identifying the location of the map provided by the State Fire Marshal pursuant to Section 51178. If the agency amends the map, pursuant to subdivision (b) or (c) of this section, the notice shall instead identify the location of the amended map.

(Amended by Stats. 2022, Ch. 574, Sec. 10. (AB 211) Effective September 27, 2022.)



Increasing Fire Hazard Severity Zone (FHSZ) Area and Designation

Government Code section 51179 requires a local agency to designate, by ordinance, moderate, high, and very high FHSZ within 120 days of receiving the identified FHSZ's from the State Fire Marshal pursuant to Section 51178.

The law does not allow for a local jurisdiction to request changes or provide comments to the State Fire Marshal on the FHSZ designations. However, a local agency may choose to increase the designation of a FHSZ from the FHSZ identified by the State Fire Marshal, or designate areas as having a FHSZ that were not designated in a FHSZ by the State Fire Marshal. This may occur because FHSZ zone edges in the maps and data from the State Fire Marshal are not aligned with parcel boundaries or roads that some may consider for lines of convenience when adopting ordinances. A local agency is not allowed to reduce the designation of a FHSZ classification from the State Fire Marshal (i.e. a local agency cannot make an area designated as High by the State Fire Marshal, Moderate in its adopted ordinance).

However, a local jurisdiction can increase the designation from the one identified by the State Fire Marshal. If a local agency decides to increase the designation of a FHSZ, it may do so if it does the following:

1. If increasing the designation to Very High, a local agency must make a finding supported by substantial evidence in the record that the requirements of Government Code section 51182 are necessary for effective fire protection.
2. If increasing the designation to Moderate or High, a local agency may do this at its discretion.

If a local agency decides to include areas in its FHSZ adopted ordinance not identified as being in a FHSZ by the State Fire Marshal, it may include those areas if it does the following:

1. If including areas not identified as being in a FHSZ and designating it as Very High, a local agency must make a finding supported by substantial evidence in the record that the requirements of Government Code section 51182 are necessary for effective fire protection.
2. If including areas not identified as being in a FHSZ and designating it as Moderate or High, a local agency may do this at its discretion.

LRA Legislation Factsheet





Land Use Planning Program

CAL FIRE's Land Use Planning Program is a specialized unit that provides support to local governments by providing fire safety expertise on the State's wildland urban interface building codes, as well as collaborating in the development of Safety Elements in General Plans.



For More Information
osfm.fire.ca.gov/fhsz

RIVERBANK CITY COUNCIL/ LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 10.2

SECTION 10: PUBLIC HEARING

Meeting Date: June 10, 2025

Subject/ Title: Consolidated Landscaping & Lighting District

- 1) Resolution of the City Council of the City of Riverbank, California, Amending and/or Approving the Engineer's Report for the Riverbank Consolidated Landscaping and Lighting District; and the Levy and Collection of Annual Assessments Related Thereto for Fiscal Year 2025/2026.**
- 2) Resolution of the City Council of the City of Riverbank, California Ordering the Levy and Collection of Annual Assessments for the Riverbank Consolidated Landscaping and Lighting District for Fiscal Year 2025/2026.**

From: Marisela H. Garcia, City Manager

Submitted by: Kathleen Cleek, Capital Projects/Regulatory Compliance Manager

RECOMMENDATION

It is recommended that the City Council adopt Resolutions amending and/or approving the Engineer's Report and ordering the levy and collection of annual assessments for the Consolidated Landscaping and Lighting District for Fiscal Year 2025/2026.

SUMMARY

The City of Riverbank annually levies and collects special assessments for landscape maintenance, capital improvements, and street lighting. The District is a consolidation of several landscape and lighting districts formed pursuant to the Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code ("1972 Act"). Each of the original districts are identified as benefit zones within the Consolidated District. The various improvements and the expenses associated with each Zone are identified and budgeted independently and are levied annually pursuant to the 1972 Act.

The Engineer's Annual Levy Report for Fiscal Year 2025/2026 has been prepared in accordance with the provisions of Chapter 3, Section 22622 of the 1972 Act. The report details the improvements and financial information including the district budgets and proposed annual assessments. The costs of improvements and the annual levy including

all expenditures, deficits, surpluses, revenues, and reserves are assessed to each parcel within the District proportionate to the parcel's special benefit zones. The attached resolutions represent the final steps in the annual levy of assessments on the district for fiscal year 2025/2026.

The Engineer's Report represents 6 different Districts: Courtney Estates, South Bend Estates, Elmwood Estates, Chianti, Sterling Ridge, and Eastwood Estates. The annual assessments for the Consolidated Districts all increased except for South Bend Estates and Sterling Ridge. The annual increase for the other districts will cover the maintenance costs in the new Grover Landscaping Contract, and help cover tree trimming and unforeseen irrigation repairs.

Therefore, it is recommended that the City Council adopt Resolutions amending and/or approving the Engineer's Report and ordering the levy and collection of annual assessments for the Consolidated Landscaping and Lighting District for Fiscal Year 2025/2026.

FISCAL IMPACT:

	<u>FY 24/25</u>	<u>FY 25/26</u>	<u>Change in Assessment</u>
Courtney Estates	\$ 25.50	\$ 35.70	\$10.20
South Bend Estates	\$ 95.00	\$ 95.00	\$ 0.00
Elmwood Estates	\$ 30.16	\$ 42.22	\$12.06
Chianti	\$158.76	\$198.45	\$39.69
Sterling Ridge	\$141.98	\$141.98	\$ 0.00
Eastwood Estates	\$190.34	\$247.44	\$57.10

Costs for the district are paid through assessments upon property owners within the District; hence, there is no fiscal impact to the City.

ATTACHMENTS

1. (2) Resolutions
2. Engineer's Annual Levy Report Consolidated Landscaping and Lighting District Fiscal Year 2025/2026

CITY OF RIVERBANK

RESOLUTION 2025-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ANNUAL
ASSESSMENTS FOR THE RIVERBANK CONSOLIDATED LANDSCAPING AND
LIGHTING DISTRICT FOR FISCAL YEAR 2025/2026**

**THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA (HEREAFTER
REFERRED TO AS THE “CITY COUNCIL”) DOES RESOLVE AS FOLLOWS:**

WHEREAS, the City Council, desires to levy and collected annual assessments against parcels of land within said territory designated as **“Riverbank Consolidated Landscaping and Lighting District”** (hereafter referred to as the “District”) and the Zones therein for Fiscal Year 2025/2026 to pay the costs and expenses of operating, maintaining and servicing the improvements and appurtenant facilities related thereto, pursuant to the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (hereafter referred to as the “Act”); and,

WHEREAS, the City Council did by previous resolutions initiate proceedings and declare its intention to levy and collected the annual assessments for the District for the purpose of operating, maintaining and servicing the improvements related thereto, pursuant to the Act; and,

WHEREAS, the Engineer selected by the City Council has prepared and filed with the City Clerk, and the City Clerk has presented to the City Council an Engineer’s Report that describes the District and assessments against parcels of land within the District for the Fiscal Year commencing July 1, 2025, and ending June 30, 2026, pursuant to the provisions of the Act; and,

WHEREAS, the City Council following notice duly given, has held a full and fair Public Hearing on June 10, 2025, regarding the District, the Engineer’s Report prepared in connection therewith, and considered all oral and written statements, protests and communications made or filed by interested persons regarding these matters, pursuant to the Act.

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY
THE CITY COUNCIL FOR THE CONSOLIDATED LANDSCAPING AND LIGHTING
DISTRICT AS FOLLOWS:**

Section 1 The City Council upon the conclusion of the noticed Public Hearing finds that a written majority protest does not exist, pursuant to the provisions of the Act (Chapter 2, Article 1, Sections 22593 and 22594).

Section 2 The City Council desires to levy and collect assessments against parcels of land within the District for the fiscal year commencing July 1, 2025 and ending June 30, 2026, to pay the costs and expenses of operating, maintaining and servicing the landscaping, lighting and appurtenant facilities located within public places within the District.

Section 3 The City Council has carefully reviewed and examined the Engineer's Report in connection with the District, and the levy and collection of assessments. Based upon its review (and amendments, as applicable) of the Engineer's Report, a copy of which has been presented to the City Council and which has been filed with the City Clerk, the City Council hereby finds and determines that:

- a. The territory of land within District will receive special benefits from the operation, maintenance and servicing of the landscaping, lighting and appurtenant facilities and improvements related thereto; and,
- b. The District includes all of the lands so benefited; and,
- c. The net amount to be assessed upon the lands within the District, in accordance with the proposed budget for the fiscal year commencing July 1, 2025 and ending June 30, 2026 is apportioned by a formula and method which fairly distributes the net amount among all eligible parcels in proportion to the special benefits to be received by each parcel from the improvements and services and is satisfied that the assessments are levied without regard to property valuation.

Section 4 The City Council finds the assessments as outlined in the Engineer's Report are in compliance with the provisions of California Constitution Article XIID.

Section 5 The Engineer's Report and assessments as presented to the City Council and on file in the office of the City Clerk are hereby confirmed as filed.

Section 6 The City Council hereby orders the District improvements to be made, which improvements are briefly described as the operation, administration, maintenance and servicing of all public landscaping and lighting improvements and appurtenant facilities and expenses associated with the District that were installed as part of property development within the District and that will be maintained by the City of Riverbank or their designee and all such maintenance, operation and servicing of the landscaping and lighting and all appurtenant facilities shall be performed pursuant to the "Act", namely:

- Landscaped slopes, entryways, or other landscaped areas directly associated with the properties within the District;

- Parkway and perimeter landscaping adjacent to the District boundaries associated with the residential subdivision and dedicated and accepted by the City of Riverbank for maintenance;
- Public lighting facilities including street lighting, and landscape lighting within public areas;
- All appurtenant facilities, equipment, materials and utilities related to the aforementioned improvements.

Section 7 The City Clerk, or their designate, is hereby authorized and directed to file the levy with the County Auditor upon adoption of this Resolution pursuant to *Chapter 4, Article 1, Section 22641* of the Act.

Section 8 The County Auditor of Stanislaus shall enter on the County Assessment Roll opposite each parcel of land the amount of levy, and such levies shall be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the levy shall be paid to the City Treasurer.

Section 9 The City Treasurer shall deposit all money representing assessments collected by the County for the District to the credit of a fund for the “Riverbank Consolidated Landscaping and Lighting District”, and such money shall be expended only for the maintenance, operation and servicing of the landscaping and lighting improvements and appurtenant facilities as described in Section 6.

Section 10 The adoption of this Resolution constitutes the District levy for the Fiscal Year commencing July 1, 2025 and ending June 30, 2026.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 10th day of June, 2025; motioned by _____, seconded by _____, 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

CITY OF RIVERBANK

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S REPORT FOR THE RIVERBANK CONSOLIDATED LANDSCAPING AND LIGHTING DISTRICT; AND THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS RELATED THERETO FOR FISCAL YEAR 2025/2026

THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA (HEREAFTER REFERRED TO AS THE "CITY COUNCIL") DOES RESOLVE AS FOLLOWS:

WHEREAS, the City Council, pursuant to the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (hereafter referred to as the "Act"), did by previous Resolution order the Engineer, Willdan Financial Services, to prepare and file a Report in connection with the "**Riverbank Consolidated Landscaping and Lighting District**" (hereafter referred to as the "District"), the Zones therein and the proposed levy and collection of annual assessments against parcels of land for the fiscal year commencing July 1, 2025 and ending June 30, 2026; and

WHEREAS, the Engineer has prepared and filed with the City Clerk of the City of Riverbank, California and the City Clerk has presented to the City Council such report entitled "**Engineer's Annual Levy Report for Riverbank Consolidated Landscaping and Lighting District, Fiscal Year 2025/2026**" as required by the Act; and

WHEREAS, the City Council pursuant to the provisions of *Chapter 2, Article 1, Section 22586* of said Act may approve the report, as filed, or may modify the report in any particular and approve it as modified; and

WHEREAS, the City Council has carefully examined and reviewed the Report as presented, considered all oral and written comments presented with respect to the District and Report at a noticed Public Hearing and has discussed any necessary or desired modifications to the Report.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE CONSOLIDATED LANDSCAPING AND LIGHTING DISTRICT AS FOLLOWS:

Section 1 The Report as presented or as modified, contains the following:

- a. A Description of Improvements.
- b. A Diagram of the District.

- c. The Method of Apportionment that details the method of calculating each parcel's proportional special benefits and annual assessment.
- d. The Annual Budget (Costs and Expenses) and the resulting assessment (Levy per benefit unit) for the fiscal year.
- e. The District Roll containing the proposed Levy for each Assessor Parcel Number within the District for Fiscal Year 2025/2026.

Section 2 The City Clerk is hereby directed to enter on the minutes of the City Council any and all modifications to the Report determined and approved by the City Council, and all such changes and/or modifications by reference are incorporated into the Engineer's Report.

Section 3 The City Council is satisfied with the Engineer's Report as presented or modified, each and all of the budget items and documents as set forth therein, and is satisfied that the annual assessments contained therein are consistent with the assessments approved by the property owners and spread in accordance with the special benefits received from the improvements pursuant to the provisions of the California Constitution Article XIID.

Section 4 The Report is hereby approved as submitted or modified and ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

Section 5 The City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation and approval of the Report as submitted or modified.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 10th day of June, 2025; motioned by _____, seconded by _____, 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



City of Riverbank

Consolidated Landscaping and Lighting District

2025/2026 ENGINEER'S ANNUAL LEVY REPORT

Intent Meeting: May 27, 2025
Public Hearing: June 10, 2025

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AFFIDAVIT FOR THE ENGINEER'S ANNUAL LEVY REPORT

City of Riverbank
Stanislaus County, State of California

Consolidated Landscaping and Lighting District

This Report describes the District and all relevant zones therein including the improvements, budgets, parcels and assessments to be levied for Fiscal Year 2025/2026, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Stanislaus County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District.

The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this 27th day of May, 2025.

Willdan Financial Services
Assessment Engineer

By: _____

Tony Thrasher
Principal Consultant
District Administration Services

By: _____

Tyrone Peter
PE # C 81888



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PART I - OVERVIEW

A. INTRODUCTION

The City of Riverbank (“City”) annually levies and collects special assessments in order to maintain the improvements within the Consolidated Landscaping and Lighting District (“District”). The District is a consolidation of several landscape and lighting districts formed pursuant to the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code* (the “1972 Act”). Each of the original districts is identified as benefit zones (“Zones”) within the Consolidated District. The various improvements and the expenses associated with each Zone are identified and budgeted independently and are levied annually pursuant to the 1972 Act.

This Engineer’s Annual Levy Report (“Report”) has been prepared in accordance with the provisions of Chapter 3, Section 22622 of the 1972 Act. This Report describes the District, all Zones and improvements therein, any annexations or other modifications to the District including any substantial changes to the improvements, the method of apportionment, the boundaries of the District, and financial information including the district budgets and proposed annual assessments for Fiscal Year 2025/2026. The proposed assessments are based on the historic and estimated costs to maintain the improvements that provide a direct and special benefit to properties within the District. The costs of improvements and the annual levy for each Zone include all expenditures, deficits, surpluses, revenues, and reserves. Each parcel is assessed proportionately for only those improvements provided and for which the parcel receives special benefits.

For the purposes of this Report, the word “parcel” refers to an individual property assigned its own Assessment Number by the County of Stanislaus Assessor’s Office. The County of Stanislaus Auditor/Controller uses Assessment Numbers and specific fund numbers to identify properties assessed for special district benefit assessments on the tax roll.

Pursuant to Chapter 3, beginning with Section 22620 of the 1972 Act the City Council shall conduct a noticed annual public hearing to consider all public comments and written protests regarding the District. Following the annual public hearing and review of the Engineer’s Annual Levy Report, the City Council may order amendments to the Report or confirm the Report as submitted. Following final approval of the Report and confirmation of the assessments contained therein, the City Council will by resolution: order the improvements to be made and confirm the levy and collection of assessments pursuant to *Chapter 4, Article 1, beginning with Section 22640* of the 1972 Act. The assessment rates and method of apportionment described in this Report as approved or modified by the City Council defines the assessments to be applied to each parcel within the District for Fiscal Year 2025/2026.

The assessments as approved will be submitted to the County Auditor/Controller to be included on the property tax roll for each parcel within the District and respective Zones. If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the current fiscal year, a corrected parcel number and/or new

parcel numbers will be identified and resubmitted to the County. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rates contained in this Report as approved by the City Council.

B. APPLICABLE LEGISLATION

The District and the Zones therein have been formed and are annually levied pursuant to the 1972 Act, beginning with Section 22500. The assessments and methods of apportionment described in this Report utilize commonly accepted assessment engineering practices and have been calculated and proportionately spread to each parcel based on the special benefits received.

Compliance with the California Constitution

All assessments described in this Report and approved by the City Council are prepared in accordance with the 1972 Act and are in compliance with the provisions of the *California Constitution Article XIID* (enacted by the passage of Proposition 218 in November 1996).

Pursuant to the *California Constitution Article XIID Section 5*, certain assessments that were existing on July 1, 1997, the effective date of *Article XIID*, are exempt from the substantive and procedural requirements of *Article XIID Section 4* and property owner balloting for the assessments is not required until such time that the assessments are increased. Specifically, the City determined that the improvements and the annual assessment for each of the Zones within the Consolidated District were part of the conditions of property development and approved by the original property owner (developer). As such, pursuant to *Article XIID Section 5(b)*, all the property owners approved the existing District assessments at the time the assessments were created (originally imposed pursuant to a 100% landowner petition). Therefore, the pre-existing assessment amounts (the maximum assessments identified in this Report) are exempt from the procedural requirements *Article XIID Section 4*.

The proposed assessment for the current fiscal year may be less than or equal to the maximum assessment rate previously approved and adopted for the District. Any proposed assessment that exceeds the adjusted maximum assessment rate is considered an increased assessment. Although the current maximum assessment for each Zone within the District is identified as an exempt assessment pursuant to *Article XIID Section 5(b)*, it is recognized that these assessments may not be sufficient to cover the annual cost of providing the improvements in the future. In such cases, the revenue shortfall maybe funded by other revenue sources or an assessment increase may be proposed. Pursuant to the provisions of the California Constitution Article XIID, all new or increased assessments (the incremental increase) are subject to both the substantive and procedural requirements of Article XIID Section 4, including a property owner protest proceeding (property owner assessment balloting).

C. IMPROVEMENTS AUTHORIZED BY THE 1972 ACT

As applicable or may be applicable to this proposed District, the 1972 Act defines improvements to mean one or any combination of the following:

- The installation or planting of landscaping.
- The installation or construction of statuary, fountains, and other ornamental structures and facilities.
- The installation or construction of public lighting facilities.
- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- The maintenance or servicing, or both, of any of the foregoing.
- The acquisition of any existing improvement otherwise authorized pursuant to this section.

Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;
- The costs of printing, advertising, and the publishing, posting and mailing of notices;
- Compensation payable to the County for collection of assessments;
- Compensation of any engineer or attorney employed to render services;
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5.
- Costs associated with any elections held for the approval of a new or increased assessment.

The 1972 Act defines "Maintain" or "maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal, or replacement of all or any part of any improvement.
- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
- The removal of trimmings, rubbish, debris, and other solid waste.
- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

PART II - PLANS AND SPECIFICATIONS

The District provides for the continued maintenance and operation of landscaping and/or street lighting, and related services within the public right-of-ways for specific developments within the City.

The District is comprised of specific developments (residential tracts) that were originally formed as separate 1972 Act districts. The districts were formed to ensure the ongoing maintenance of local landscaping and lighting improvements associated with the residential subdivisions and installed as part of the development of properties within those subdivisions. These districts were later consolidated into this single District pursuant to *Chapter 2 Article 2 Section 22605 (d)* of the 1972 Act, with each of the original districts being identified as a Zone. Each of the Zones includes parcels that are associated with specific improvements and services that provide a special benefit to the properties. The total cost of providing the improvements within each Zone are equitably spread among only the benefiting parcels.

A. CHANGES OR MODIFICATIONS TO THE DISTRICT

Modifications to the District structure could include but are not limited to:

- Substantial changes or expansion of the improvements provided;
- Substantial changes in the service provided;
- Modifications or restructuring of the District or Zones including annexation or detachment of Zones or specific parcels;
- Revisions in the method of apportionment;
- Proposed new or increased assessments.

In Fiscal Year 2000/01, Zone 1 (Avery Estates) and Zone 4 (Sierra Vista Estates Unit 2) were detached from the Consolidated District.

- Zone 1 was initially established within the District to provide landscaping and lighting improvements within a planned residential development known as Avery Estates. This development was to include a small eleven-unit residential

subdivision generally located south of Townsend Avenue and east of Terminal Avenue, directly south and adjacent to Reich Lane. This residential subdivision was not developed and the proposed improvements to be installed never materialized. The tentative tract map for this subdivision has expired and therefore the Zone was detached from the District.

- Zone 4 was initially established within the District to provide landscaping and lighting improvements including street lighting, a drainage pond, and fencing within the development known as Sierra Vista Estates Unit 2. This development was to include a small ten-unit residential subdivision generally located south of Reich Lane, east of Terminal Avenue, north of Van Dusen Avenue, and west of Claus Road. This original residential subdivision was not completed as planned and only the street lighting improvements had been installed. On February 14, 2000, the City formed Landscaping and Lighting District No. 2000-01 (Sierra Vista Estates) that incorporated the original Sierra Vista Estates Unit 2 (Zone 4) as well as other properties. Concurrently with the formation of this new 1972 Act district, Zone 4 was detached from the Consolidated District.

In Fiscal Year 2005/06, three zones were added, Zone 6 (Chianti), Zone 7 (Sterling Ridge) and Zone 8 (Eastwood Estates).

- Zone 6 - The purpose of the District is to ensure the ongoing maintenance, operation and servicing of median landscaping, certain perimeter landscaping, and street lighting improvements installed in connection with development of properties within the District known as the Chianti Subdivision.
- Zone 7 - The purpose of the District is to ensure the ongoing maintenance, operation and servicing of median landscaping, certain perimeter landscaping, and street lighting improvements installed in connection with development of properties within the District known as Sterling Ridge.
- Zone 8 - The purpose of the District is to ensure the ongoing maintenance, operation and servicing of median landscaping, certain perimeter landscaping, and street lighting improvements installed in connection with development of properties within the District known as Eastwood Estates.

In Fiscal Year 2011/12, 86 parcels in Elmwood Estates Unit 2 were added to Zone 5.

- Elmwood Estates Unit 2 — This residential tract encompasses an area located generally east of Roselle Avenue and north of the M.I.D. Main Canal at Rosebrook Drive and includes eighty-six (86) single-family residential lots. The parcels within this development are identified by the Stanislaus County Assessor's Office as Assessor's Parcel Numbers 075-095-001-000 through 075-095-086-000. This development provides funding for the perimeter parkway landscaping and street lighting associated with the development.

B. GENERAL DESCRIPTION OF THE IMPROVEMENTS AND SERVICES

Each Zone within the District consists of properties, subdivisions and developments that are clearly associated with the improvements maintained by the District. The parcels assessed for special benefits are all part of a development or subdivision that originally installed the improvements or are directly associated with the improvements by proximity and receive special benefits from those improvements.

The improvements within each Zone vary, but include specific street lighting facilities and/or landscaped areas associated with the properties within each Zone. The Improvements may include but are not limited to:

- Landscape improvements within the parkways, entryways and other public right-of-ways or open space areas including street trees, turf, ground cover, shrubs, irrigation and drainage systems, entry monuments, and block walls or other fencing.
- Street lighting improvements within or adjacent to the subdivisions and developments including electrical costs, maintenance, repair and replacement of the poles, lights, wires or other equipment associated with the street lights.
- Any appurtenant facilities, services or improvements directly associated with any of the foregoing improvements including incidental expenses.

All improvements within the District are maintained and serviced on a regular basis. The frequency and specific maintenance operations required within the District and each Zone are determined by City staff. The District assessments fund all necessary utilities, operations, services, administration and maintenance costs associated with the improvements. The annual costs of providing the improvements within each Zone are spread among all benefiting parcels in proportion to the benefits received. Only parcels that receive special benefits from the services and improvements are assessed. The expenditures and assessments set forth in this report are based upon the City's estimate of the costs associated with the improvements in each Zone including all labor, personnel, equipment, materials and administrative expenses.

C. DISTRICT ZONES AND SPECIFIC IMPROVEMENTS

The location, boundaries and specific improvements provided within each Zone are described in this section. The determination and calculation of special benefit is discussed in the Method of Apportionment and the corresponding expenses, revenues and assessments are summarized in the budget for each Zone.

Zone 2 (Courtney Estates) — This Zone is generally located south of Patterson Road and west of Jackson Avenue at Courtney Court. This Zone includes twelve (12) residential parcels within the residential subdivision known as Courtney Estates, identified on Book 75 Page 43 of the Stanislaus County Assessor's Parcel Maps.

The improvements maintained and serviced within Zone 2 include two (2) street lights installed as part of the residential development.

- One (1) street light is located at the west end of Courtney Court (end of the cul-de-sac);
- One (1) street light is located at the entrance to the development on the northwest corner of Courtney Court and Jackson Avenue.

Zone 3 (South Bend Estates Units 1 and 2) — This Zone is generally located south of Patterson Road (State Highway 108) and generally north and east of the M.I.D. Main Canal. This Zone includes seventy-one (71) residential parcels within the subdivision known as South Bend Estates Units 1 and 2; identified on Book 74 Page 22 of the Stanislaus County Assessor's Parcel Maps.

The improvements maintained and serviced within Zone 3 were installed as part of the residential development and include sixteen (16) street lights and approximately 1,310 linear feet of parkway landscaping.

- Five (5) street lights are located on the perimeter of the development on the south side of Patterson Road;
- The remaining eleven (11) street lights are located within the residential subdivision on Hot Springs Lane, Hot Springs Court, Sandy Ridge Drive, Red Rock Lane, Rock Creek Road, Clearwater Way and Rockypoint Way;
- Approximately 1,240 linear feet of parkway landscaping adjacent to the subdivision along the south side of Patterson Road (the entire length of the South Bend Estates Units 1 and 2 subdivisions);
- Approximately 70 linear feet of parkway landscaping at the intersection of Red Rock Lane and Clearwater Way within the subdivision.

Zone 5 (Elmwood Estates Units 1 and 2) — This Zone is located generally east of Roselle Avenue and north of the M.I.D. Main Canal at Rosebrook Drive. This Zone includes one hundred seventy-eight (178) residential parcels within the subdivision known as Elmwood Estates Units 1 and 2, identified on Book 75 Page 49 of the Stanislaus County Assessor's Parcel Maps and Assessor's Parcel Numbers 075-095-001-000 through 075-095-086-000.

The improvements maintained and serviced within Zone 5 were installed as part of the residential development and include ten (10) street lights and approximately 830 linear feet of parkway landscaping associated with the Elmwood Estates Unit 1 development and ten (10) street lights associated with the Elmwood Estates Unit 2 development.

- One (1) street light is located on the perimeter of the development at the northeast corner of Roselle Avenue and Rosebrook Drive;

- The remaining nine (9) street lights are located within the residential subdivision on Greenoaks Court, Aspen Court, Rosebrook Drive, Greenoaks Drive and Aspen Lane;
- Approximately 830 linear feet of parkway landscaping adjacent to the subdivision along the east side of Roselle Avenue (the entire length of the Elmwood Estates Unit 1 subdivision).
- Ten (10) street lights are located within the residential subdivision Unit 2 on South Rosebrook Drive, Pierce Lane, Walnut Lane and Sutton Road;

Zone 6 (Chianti Subdivision Unit 1) – The Tract encompasses the area of land identified by the Stanislaus County Assessor's Office as Assessor's Parcel Number 075-031-035 (2.816 acres) located west of Roselle Avenue and south of Morrill Road. It is proposed to include 13 Single-Family Residential lots at full development.

- The Improvements serviced and maintained within Zone 6 consist of 2,205 square feet of landscaping along Roselle Avenue and three (3) 150W street lights on Caviani Court.

Zone 7 (Sterling Ridge Unit 1) – The Tract encompasses the area of land identified by the Stanislaus County Assessor's Office as Assessor's Parcel Numbers 075-015-010, 075-015-017, 075-015-021, and 075-020-006 (46.1 acres) located east of Roselle Avenue, between Talbot Avenue and Pocket Avenue. It is proposed to include 183 Single-Family Residential lots at full development.

- The Improvements serviced and maintained within Zone 7 consist of 111,589 square feet of perimeter landscaping along Litt Road south of Pocket Avenue and extending to the southern border of the development. In addition, thirty-three (33) 150W street lights are located throughout the Tract;
- Installation of tables, trees and other park improvements at Harless Park.

Zone 8 (Eastwood Estates Unit 1) – The Tract encompasses the area of land identified by the Stanislaus County Assessor's Office as Assessor's Parcel Numbers 074-018-052 and 074-018-055 through 074-018-060, located west of Oakdale Road Street between Candlewood Place and Karen Alane Way. The Assessor Parcel Numbers represent 7 Single Family Residential lots.

- The Improvements serviced and maintained within Zone 8 consist of 800 square feet of landscaping along the west side of Oakdale Road south of Raintree Lane and north of Cherry Tree Lane. In addition, there are two (2) 150W street lights on Leo Court.

The table below lists the various Zones within the District and summarizes the number of parcels, the Equivalent Dwelling Units (EDU) and the improvements within each Zone:

Benefit Zones

Zone	Description	Number of		Improvements	
		Parcels	EDU	Lights	Landscape
2	Courtney Estates	12	12	2	0 LF
3	South Bend Units 1 & 2	71	71	16	1,310 LF
5	Elmwood Estates Units 1 & 2	178	178	20	830 LF
6	Chianti Subdivision	13	13	3	2,205 SF
7	Sterling Ridge	183	183	33	111,589 SF
8	Eastwood Estates	7	7	2	800 SF

PART III - METHOD OF APPORTIONMENT

A. GENERAL

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements which include the construction, maintenance and servicing of public lights, landscaping and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

“The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.”

The formula used for calculating assessments in each Zone of the District therefore reflects the composition of the parcels, and the improvements and services provided, to fairly apportion the costs based on estimated benefit to each parcel.

In addition, pursuant to the *California Constitution Article XIID Section 4* (with some exceptions), a parcel’s assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel and provides that only special benefits are assessable and the District must separate the general benefits from the special benefits.

B. BENEFIT ANALYSIS

Each of the improvements and their associated costs have been carefully reviewed by the City and the corresponding assessments have been proportionately spread to each parcel based on special benefits received from the improvements. The installation of the improvements and approval of an annual assessment were part of the conditions of property development and approved by the original property owner (developer). As such, pursuant to the *California Constitution Article XIID Section 5(b)*, the maximum assessment amounts identified in this Report were approved by all the property owners at the time the assessments were created (originally imposed pursuant to a 100% landowner petition). Therefore, the existing assessment amount for each Zone is not subject to the procedural requirements of *Article XIID Section 4* (property owner ballot proceedings). Although the current assessments do not require additional property owner approval, the improvements within each Zone clearly provide a special benefit to the parcels assessed and therefore, the existing assessments are in compliance with the substantive requirements of *Article XIID Section 4*.

Special Benefits — The method of apportionment (assessment methodology) is based on the premise that each of the assessed parcels within the District and Zones receives benefit from the improvements maintained and financed by annual assessments. Specifically, the assessments associated with each Zone are for the maintenance of local landscaping and/or street lighting within the Zones. The desirability and security of

properties within each Zone are enhanced by the presence of street lighting and well-maintained landscaping in close proximity to those properties.

The special benefits associated with the local landscaping improvements are specifically:

- Enhanced desirability of properties through association with the improvements.
- Improved aesthetic appeal of properties within the Zones providing a positive representation of the area.
- Enhanced adaptation of the urban environment within the natural environment from adequate green space and landscaping.
- Environmental enhancement through improved erosion resistance, and dust and debris control.
- Increased sense of pride in ownership of property within the District resulting from well-maintained improvements associated with the properties.
- Reduced criminal activity and property-related crimes (especially vandalism) against properties in the District through well-maintained surroundings and amenities including abatement of graffiti.
- Enhanced environmental quality of the parcels within the Zones by moderating temperatures, providing oxygenation and attenuating noise.

The special benefits of street lighting are the convenience, safety, and security of property, improvements, and goods. Specifically:

- Enhanced deterrence of crime and the aid to police protection.
- Increased nighttime safety on roads and highways.
- Improved ability of pedestrians and motorists to see.
- Improved ingress and egress to property.
- Reduced vandalism and other criminal acts and damage to improvements or property.
- Improved traffic circulation and reduced nighttime accidents and personal property loss.
- Increased promotion of business during nighttime hours in the case of commercial properties.

All of the preceding special benefits contribute to a specific enhancement and desirability of each of the assessed parcels within the District.

General Benefits – The Zone improvements to be provided and maintained by the District are a direct result of property development within the Zones and would otherwise not be required or necessary. Developers typically install local improvements to enhance the marketability and value of properties within the development and/or as conditions of development. In either case, the improvements are clearly installed for the benefit of the Zone properties being developed and not for the benefit of surrounding properties outside the District boundaries. Although the Zone improvements (by virtue of their location) may be visible to surrounding properties, any benefit to surrounding properties is incidental and cannot be considered a direct and special benefit. Furthermore, most developments within the City typically have various landscaping and lighting improvements specifically associated with their development and these improvements are funded by properties within those developments. Therefore, it has been determined that the Zone improvements and the on-going operation and maintenance of those improvements provide no identifiable or measurable general benefit to properties outside the District Zones or to the public at large.

C. ASSESSMENT METHODOLOGY

Equivalent Dwelling Units: To assess benefits equitably, it is necessary to correlate the different type of parcels within the District to each other as well as their relationship to the improvements. The Equivalent Dwelling Unit method of apportioning benefit is typically seen as the most appropriate and equitable assessment methodology for districts formed under the 1972 Act, as the benefit to each parcel from the improvements are typically apportioned as a function of land use type, size and development.

The Equivalent Dwelling Unit method of assessment apportionment uses the single family home site as the basic unit of assessment. A single family home site equals one Equivalent Dwelling Unit (EDU). Every other land use is converted to EDU's based on an assessment formula that equates the property's specific development status, type of development (land use), and size of the property, as compared to a single-family home site. Although the EDU method of apportionment is an appropriate method of calculating each parcel's benefit and assessment, it should be noted that all properties within this District are identified as single family home sites and therefore benefit equally from the improvements provided in each respective Zone. Therefore, each parcel is assigned 1.0 EDU and the costs associated with each Zone are actually spread equally among all benefiting parcels within that Zone.

The following formulas are used to calculate the annual assessments for each Zone. The Balance to Levy represents the total amount to be collected through the annual assessments. The Levy Per EDU (Assessment Rate) is the result of dividing the total Balance to Levy by the Total EDU. This Assessment Rate multiplied by each parcel's individual EDU determines each parcel's levy amount. This process and formulas are applied separately to each Zone.

For Zone 6 Chianti, Zone 7 Sterling Ridge, and Zone 8 Eastwood Estates, the Maximum Assessment is equal to the Initial Assessment approved by property owners adjusted annually by the percentage increase of the Local Consumer Price Index (CPI) for the San Francisco-Oakland-Hayward Area for All Urban Consumers. Beginning in the second

fiscal year of the District and each fiscal year thereafter, the Maximum Assessment will be recalculated and a new Maximum Assessment established. The CPI used to calculate the Maximum Assessment for FY 2025/26 is 2.69%.

Total Balance to Levy / Total EDU in Zone = Levy per EDU (Assessment Rate)

Assessment Rate x Parcel's EDU = Parcel's Levy Amount

Or more simply stated, since all Zone parcels are 1 EDU:

Total Balance to Levy / Total Assessable Parcels in Zone = Parcel Levy Amount

PART IV - DISTRICT BUDGET FISCAL YEAR 2025/2026

	Zone No. 2	Zone No. 3	Zone No. 5	Zone No. 6	Zone No. 7	Zone No. 8	
	Courtney Estates	South Bend Estates Units 1 & 2	Elmwood Estates Units 1 & 2	Chianti Unit 1	Sterling Ridge Unit 1	Eastwood Estates Unit 1	District Totals
DIRECT COSTS							
Landscape Maintenance	\$0	\$6,720	\$2,760	\$2,520	\$6,420	\$2,520	\$20,940
Landscape Utilities	0						0
Utilities	240	1,300	3,000	400	6,000	240	11,180
Repairs/Abatement	0	0	0	0	7,000	0	7,000
Street Lighting	0	0	0	0	0	0	0
Street Light Utilities	0	0	0	0	0	0	0
Miscellaneous/Materials/Equipment	0	0	0	0	0	0	0
Direct Costs (Subtotal)	\$240	\$8,020	\$5,760	\$2,920	\$19,420	\$2,760	\$39,120
ADMINISTRATION COSTS							
City Administration & Overhead	\$0	\$700	\$340	\$260	\$2,500	\$0	\$3,800
District Administration	74	441	1,105	81	1,136	43	2,879
County Administration Fee	3	15	37	3	38	1	97
Administration Costs (Subtotal)	\$77	\$1,155	\$1,482	\$343	\$3,674	\$45	\$6,776
LEVY BREAKDOWN							
Total Direct and Admin. Costs	\$317	\$9,175	\$7,242	\$3,263	\$23,094	\$2,805	\$45,896
Reserve Collection/ (Transfers)	111	(2,430)	274	(684)	2,889	(1,073)	(913)
Contribution Replenishment	0	0	0	0	0	0	0
Other Revenues/General Fund Contribution	0	0	0	0	0	0	0
Capital Improvement Project Fund Collection/(Transfers)	0	0	0	0	0	0	0
Balance to Levy	\$428	\$6,745	\$7,516	\$2,580	\$25,982	\$1,732	\$44,984
DISTRICT STATISTICS							
Total Parcels	12	71	178	13	188	7	469
Total Parcels Levied	12	71	178	13	183	7	464
Total Equivalent Dwelling Units (EDU)	12.00	71.00	178.00	13.00	183.00	7.00	464.00
Levy Per EDU	\$35.70	\$95.00	\$42.22	\$198.46	\$141.98	\$247.44	
Maximum Levy per EDU	\$42.64	\$95.00	\$59.60	\$209.28	\$382.88	\$297.95	
FUND BALANCE INFORMATION							
Beginning Reserve Fund Balance	(\$1,083)	(\$17,048)	(\$18,996)	(\$6,520)	\$109,484	(\$4,378)	\$61,459
Reserve Fund Activity	111	(2,430)	274	(684)	2,889	(1,073)	(913)
Ending Reserve Fund Balance (Projected)	(\$971)	(\$19,478)	(\$18,722)	(\$7,204)	\$112,373	(\$5,451)	\$60,546
Beginning Capital Improvement Project Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Capital Improvement Project Fund Activity	0	0	0	0	0	0	0
Ending Capital Improvement Project Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0

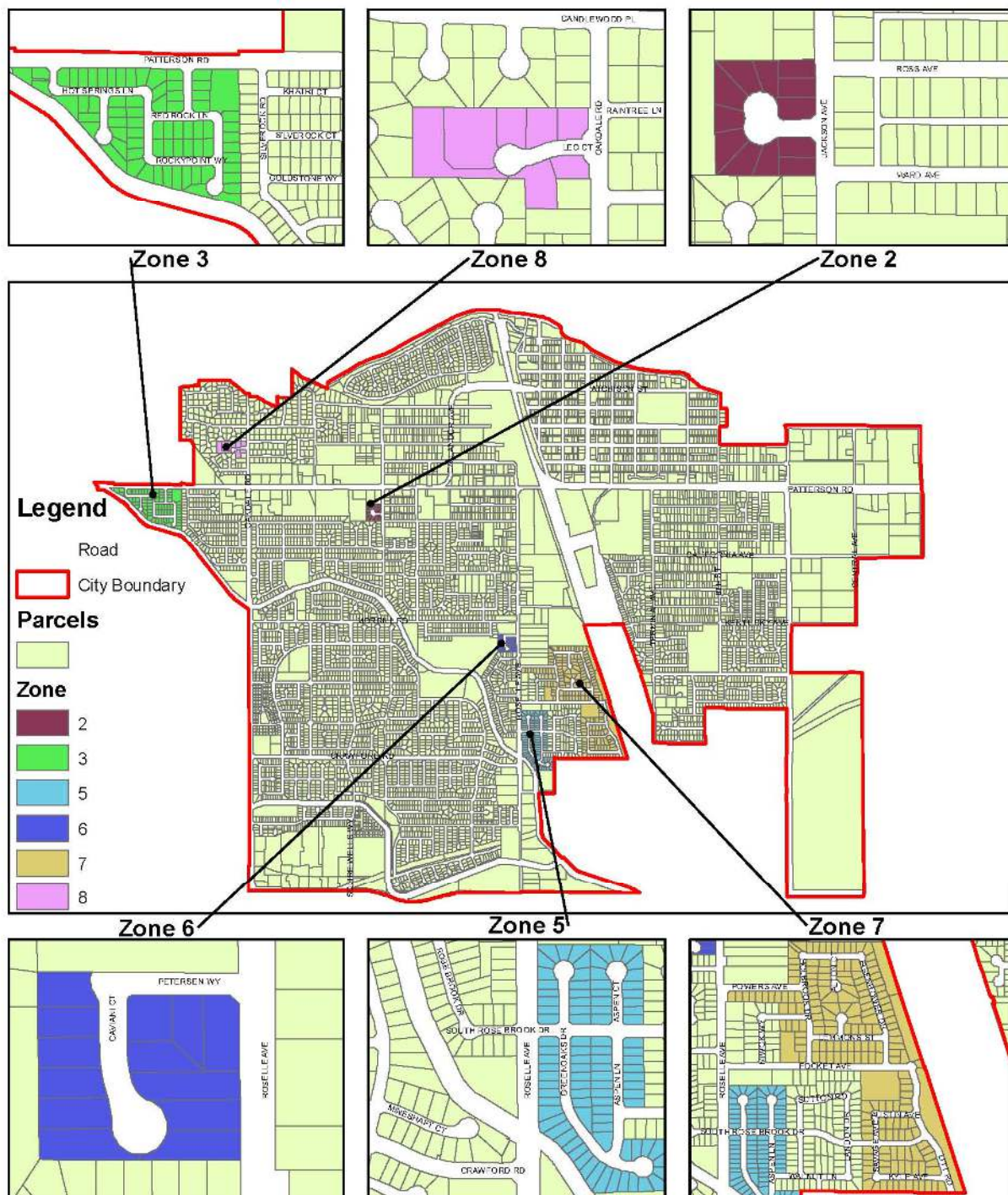
PART V - DISTRICT BOUNDARY MAPS

The original assessment diagrams and tract maps for the District were previously approved and submitted to the City in the format required by the 1972 Act. These diagrams are on file in the Office of the City Clerk and by reference are made part of this Report.

The boundaries for each Zone within the District are identified by the specific development and subdivisions associated with each Zone and defined by the subdivision boundaries shown on the Stanislaus County Assessor's Maps. The parcel identification, lines, and dimensions of each parcel within the District and Zone are those lines and dimensions shown on the Stanislaus County Assessor's Maps of for the year in which this Report was prepared and by reference are incorporated and made part of this Report.

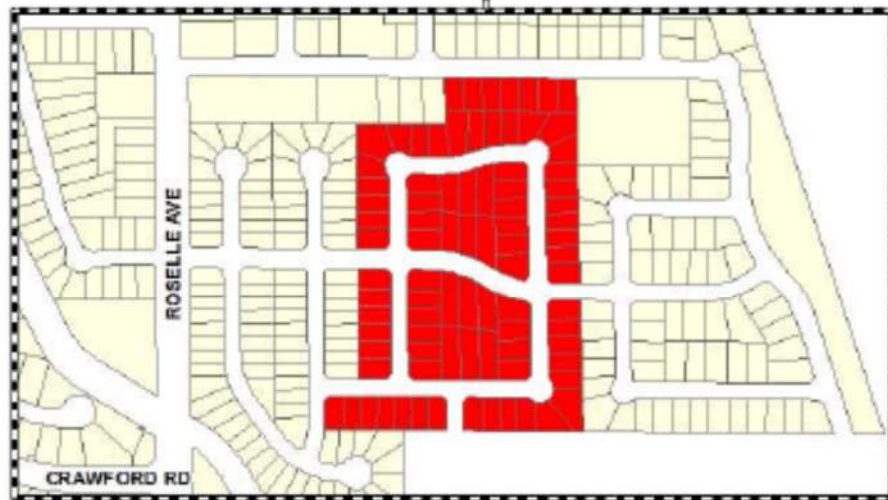
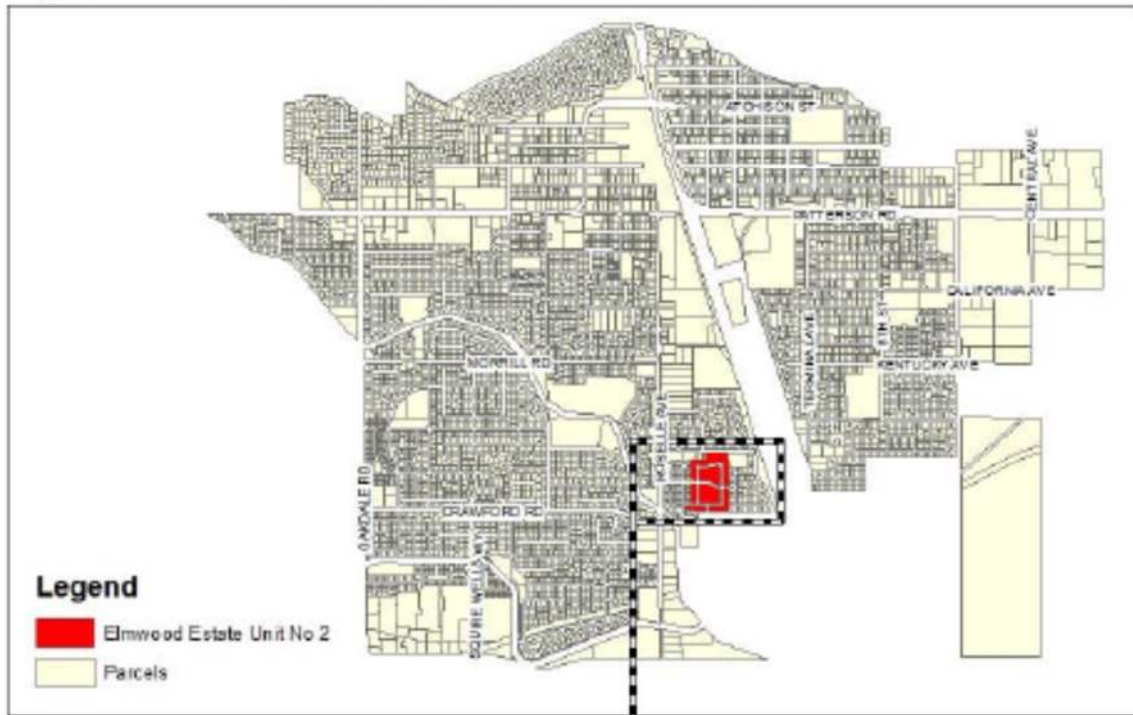
The following pages are reproductions of the County Assessor's Parcel Maps associated with each subdivision and Zone.

Riverbank Consolidated Landscape and Lighting District





Riverbank Elmwood Estate Unit No 2



PART VI — 2025/2026 ASSESSMENT ROLL

Parcel identification, for each lot or parcel within the District, shall be the parcel as shown on the Stanislaus County Assessor's map for the year in which this Report is prepared.

A listing of parcels assessed within this District, along with the assessment amounts, is included on the following pages. If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the current fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor/Controller. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rate approved in this Report. Therefore, if a single parcel has changed to multiple parcels, the assessment amount applied to each of the new parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment.

Non-assessable lots or parcels include areas of public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, open space areas and rights-of-ways including public greenbelts and parkways; utility right-of-ways; common areas; landlocked parcels, small parcels vacated by the County, bifurcated lots, and any other property that cannot be developed or has specific development restrictions. These types of parcels are considered to receive little or no benefit from the improvements and are therefore exempted from assessment.

APN	EDUs	Zone	Charge
075-043-056-000	1.00	2	\$35.70
075-043-057-000	1.00	2	35.70
075-043-058-000	1.00	2	35.70
075-043-059-000	1.00	2	35.70
075-043-060-000	1.00	2	35.70
075-043-061-000	1.00	2	35.70
075-043-062-000	1.00	2	35.70
075-043-063-000	1.00	2	35.70
075-043-064-000	1.00	2	35.70
075-043-065-000	1.00	2	35.70
075-043-066-000	1.00	2	35.70
075-043-067-000	1.00	2	35.70
Total:	12.00		\$428.40
074-022-001-000	1.00	3	\$95.00
074-022-002-000	1.00	3	95.00
074-022-003-000	1.00	3	95.00
074-022-004-000	1.00	3	95.00
074-022-005-000	1.00	3	95.00
074-022-006-000	1.00	3	95.00
074-022-007-000	1.00	3	95.00
074-022-008-000	1.00	3	95.00
074-022-009-000	1.00	3	95.00
074-022-010-000	1.00	3	95.00
074-022-011-000	1.00	3	95.00
074-022-012-000	1.00	3	95.00
074-022-013-000	1.00	3	95.00
074-022-014-000	1.00	3	95.00
074-022-015-000	1.00	3	95.00
074-022-016-000	1.00	3	95.00
074-022-017-000	1.00	3	95.00
074-022-018-000	1.00	3	95.00
074-022-019-000	1.00	3	95.00
074-022-020-000	1.00	3	95.00
074-022-021-000	1.00	3	95.00
074-022-022-000	1.00	3	95.00
074-022-023-000	1.00	3	95.00
074-022-024-000	1.00	3	95.00
074-022-025-000	1.00	3	95.00
074-022-026-000	1.00	3	95.00
074-022-029-000	1.00	3	95.00
074-022-030-000	1.00	3	95.00
074-022-031-000	1.00	3	95.00
074-022-032-000	1.00	3	95.00
074-022-033-000	1.00	3	95.00
074-022-034-000	1.00	3	95.00
074-022-035-000	1.00	3	95.00
074-022-036-000	1.00	3	95.00
074-022-037-000	1.00	3	95.00
074-022-038-000	1.00	3	95.00

APN	EDUs	Zone	Charge
074-022-039-000	1.00	3	95.00
074-022-040-000	1.00	3	95.00
074-022-041-000	1.00	3	95.00
074-022-042-000	1.00	3	95.00
074-022-043-000	1.00	3	95.00
074-022-044-000	1.00	3	95.00
074-022-045-000	1.00	3	95.00
074-022-046-000	1.00	3	95.00
074-022-047-000	1.00	3	95.00
074-022-048-000	1.00	3	95.00
074-022-049-000	1.00	3	95.00
074-022-050-000	1.00	3	95.00
074-022-051-000	1.00	3	95.00
074-022-052-000	1.00	3	95.00
074-022-053-000	1.00	3	95.00
074-022-054-000	1.00	3	95.00
074-022-055-000	1.00	3	95.00
074-022-056-000	1.00	3	95.00
074-022-057-000	1.00	3	95.00
074-022-058-000	1.00	3	95.00
074-022-059-000	1.00	3	95.00
074-022-060-000	1.00	3	95.00
074-022-061-000	1.00	3	95.00
074-022-062-000	1.00	3	95.00
074-022-063-000	1.00	3	95.00
074-022-064-000	1.00	3	95.00
074-022-065-000	1.00	3	95.00
074-022-066-000	1.00	3	95.00
074-022-067-000	1.00	3	95.00
074-022-068-000	1.00	3	95.00
074-022-069-000	1.00	3	95.00
074-022-070-000	1.00	3	95.00
074-022-075-000	1.00	3	95.00
074-022-076-000	1.00	3	95.00
074-022-077-000	1.00	3	95.00
Total:	71.00		\$6,745.00
075-049-001-000	1.00	5	\$42.22
075-049-002-000	1.00	5	42.22
075-049-003-000	1.00	5	42.22
075-049-004-000	1.00	5	42.22
075-049-005-000	1.00	5	42.22
075-049-006-000	1.00	5	42.22
075-049-007-000	1.00	5	42.22
075-049-008-000	1.00	5	42.22
075-049-009-000	1.00	5	42.22
075-049-010-000	1.00	5	42.22
075-049-011-000	1.00	5	42.22
075-049-012-000	1.00	5	42.22
075-049-013-000	1.00	5	42.22

APN	EDUs	Zone	Charge
075-049-014-000	1.00	5	42.22
075-049-015-000	1.00	5	42.22
075-049-016-000	1.00	5	42.22
075-049-017-000	1.00	5	42.22
075-049-018-000	1.00	5	42.22
075-049-019-000	1.00	5	42.22
075-049-020-000	1.00	5	42.22
075-049-021-000	1.00	5	42.22
075-049-022-000	1.00	5	42.22
075-049-023-000	1.00	5	42.22
075-049-024-000	1.00	5	42.22
075-049-025-000	1.00	5	42.22
075-049-026-000	1.00	5	42.22
075-049-027-000	1.00	5	42.22
075-049-028-000	1.00	5	42.22
075-049-029-000	1.00	5	42.22
075-049-030-000	1.00	5	42.22
075-049-031-000	1.00	5	42.22
075-049-032-000	1.00	5	42.22
075-049-033-000	1.00	5	42.22
075-049-034-000	1.00	5	42.22
075-049-035-000	1.00	5	42.22
075-049-036-000	1.00	5	42.22
075-049-037-000	1.00	5	42.22
075-049-038-000	1.00	5	42.22
075-049-039-000	1.00	5	42.22
075-049-040-000	1.00	5	42.22
075-049-041-000	1.00	5	42.22
075-049-042-000	1.00	5	42.22
075-049-043-000	1.00	5	42.22
075-049-044-000	1.00	5	42.22
075-049-045-000	1.00	5	42.22
075-049-046-000	1.00	5	42.22
075-049-047-000	1.00	5	42.22
075-049-048-000	1.00	5	42.22
075-049-049-000	1.00	5	42.22
075-049-050-000	1.00	5	42.22
075-049-051-000	1.00	5	42.22
075-049-052-000	1.00	5	42.22
075-049-053-000	1.00	5	42.22
075-049-054-000	1.00	5	42.22
075-049-055-000	1.00	5	42.22
075-049-056-000	1.00	5	42.22
075-049-057-000	1.00	5	42.22
075-049-058-000	1.00	5	42.22
075-049-059-000	1.00	5	42.22
075-049-060-000	1.00	5	42.22
075-049-061-000	1.00	5	42.22
075-049-062-000	1.00	5	42.22

APN	EDUs	Zone	Charge
075-049-063-000	1.00	5	42.22
075-049-064-000	1.00	5	42.22
075-049-065-000	1.00	5	42.22
075-049-066-000	1.00	5	42.22
075-049-067-000	1.00	5	42.22
075-049-068-000	1.00	5	42.22
075-049-069-000	1.00	5	42.22
075-049-070-000	1.00	5	42.22
075-049-071-000	1.00	5	42.22
075-049-072-000	1.00	5	42.22
075-049-073-000	1.00	5	42.22
075-049-074-000	1.00	5	42.22
075-049-075-000	1.00	5	42.22
075-049-076-000	1.00	5	42.22
075-049-077-000	1.00	5	42.22
075-049-078-000	1.00	5	42.22
075-049-079-000	1.00	5	42.22
075-049-080-000	1.00	5	42.22
075-049-081-000	1.00	5	42.22
075-049-082-000	1.00	5	42.22
075-049-083-000	1.00	5	42.22
075-049-084-000	1.00	5	42.22
075-049-085-000	1.00	5	42.22
075-049-086-000	1.00	5	42.22
075-049-087-000	1.00	5	42.22
075-049-088-000	1.00	5	42.22
075-049-089-000	1.00	5	42.22
075-049-090-000	1.00	5	42.22
075-049-091-000	1.00	5	42.22
075-049-092-000	1.00	5	42.22
075-095-001-000	1.00	5	42.22
075-095-002-000	1.00	5	42.22
075-095-003-000	1.00	5	42.22
075-095-004-000	1.00	5	42.22
075-095-005-000	1.00	5	42.22
075-095-006-000	1.00	5	42.22
075-095-007-000	1.00	5	42.22
075-095-008-000	1.00	5	42.22
075-095-009-000	1.00	5	42.22
075-095-010-000	1.00	5	42.22
075-095-011-000	1.00	5	42.22
075-095-012-000	1.00	5	42.22
075-095-013-000	1.00	5	42.22
075-095-014-000	1.00	5	42.22
075-095-015-000	1.00	5	42.22
075-095-016-000	1.00	5	42.22
075-095-017-000	1.00	5	42.22
075-095-018-000	1.00	5	42.22
075-095-019-000	1.00	5	42.22

APN	EDUs	Zone	Charge
075-095-020-000	1.00	5	42.22
075-095-021-000	1.00	5	42.22
075-095-022-000	1.00	5	42.22
075-095-023-000	1.00	5	42.22
075-095-024-000	1.00	5	42.22
075-095-025-000	1.00	5	42.22
075-095-026-000	1.00	5	42.22
075-095-027-000	1.00	5	42.22
075-095-028-000	1.00	5	42.22
075-095-029-000	1.00	5	42.22
075-095-030-000	1.00	5	42.22
075-095-031-000	1.00	5	42.22
075-095-032-000	1.00	5	42.22
075-095-033-000	1.00	5	42.22
075-095-034-000	1.00	5	42.22
075-095-035-000	1.00	5	42.22
075-095-036-000	1.00	5	42.22
075-095-037-000	1.00	5	42.22
075-095-038-000	1.00	5	42.22
075-095-039-000	1.00	5	42.22
075-095-040-000	1.00	5	42.22
075-095-041-000	1.00	5	42.22
075-095-042-000	1.00	5	42.22
075-095-043-000	1.00	5	42.22
075-095-044-000	1.00	5	42.22
075-095-045-000	1.00	5	42.22
075-095-046-000	1.00	5	42.22
075-095-047-000	1.00	5	42.22
075-095-048-000	1.00	5	42.22
075-095-049-000	1.00	5	42.22
075-095-050-000	1.00	5	42.22
075-095-051-000	1.00	5	42.22
075-095-052-000	1.00	5	42.22
075-095-053-000	1.00	5	42.22
075-095-054-000	1.00	5	42.22
075-095-055-000	1.00	5	42.22
075-095-056-000	1.00	5	42.22
075-095-057-000	1.00	5	42.22
075-095-058-000	1.00	5	42.22
075-095-059-000	1.00	5	42.22
075-095-060-000	1.00	5	42.22
075-095-061-000	1.00	5	42.22
075-095-062-000	1.00	5	42.22
075-095-063-000	1.00	5	42.22
075-095-064-000	1.00	5	42.22
075-095-065-000	1.00	5	42.22
075-095-066-000	1.00	5	42.22
075-095-067-000	1.00	5	42.22
075-095-068-000	1.00	5	42.22

APN	EDUs	Zone	Charge
075-095-069-000	1.00	5	42.22
075-095-070-000	1.00	5	42.22
075-095-071-000	1.00	5	42.22
075-095-072-000	1.00	5	42.22
075-095-073-000	1.00	5	42.22
075-095-074-000	1.00	5	42.22
075-095-075-000	1.00	5	42.22
075-095-076-000	1.00	5	42.22
075-095-077-000	1.00	5	42.22
075-095-078-000	1.00	5	42.22
075-095-079-000	1.00	5	42.22
075-095-080-000	1.00	5	42.22
075-095-081-000	1.00	5	42.22
075-095-082-000	1.00	5	42.22
075-095-083-000	1.00	5	42.22
075-095-084-000	1.00	5	42.22
075-095-085-000	1.00	5	42.22
075-095-086-000	1.00	5	42.22
Total:	178.00		\$7,515.16
075-031-036-000	1.00	6	\$198.46
075-031-037-000	1.00	6	198.46
075-031-038-000	1.00	6	198.46
075-031-039-000	1.00	6	198.46
075-031-040-000	1.00	6	198.46
075-031-041-000	1.00	6	198.46
075-031-042-000	1.00	6	198.46
075-031-043-000	1.00	6	198.46
075-031-044-000	1.00	6	198.46
075-031-045-000	1.00	6	198.46
075-031-046-000	1.00	6	198.46
075-031-047-000	1.00	6	198.46
075-031-048-000	1.00	6	198.46
Total:	13.00		\$2,579.98
075-088-001-000	1.00	7	\$141.98
075-088-002-000	1.00	7	141.98
075-088-003-000	1.00	7	141.98
075-088-004-000	1.00	7	141.98
075-088-005-000	1.00	7	141.98
075-088-006-000	1.00	7	141.98
075-088-007-000	1.00	7	141.98
075-088-008-000	1.00	7	141.98
075-088-009-000	1.00	7	141.98
075-088-010-000	1.00	7	141.98
075-088-011-000	1.00	7	141.98
075-088-012-000	1.00	7	141.98
075-088-013-000	1.00	7	141.98
075-088-014-000	1.00	7	141.98
075-088-015-000	1.00	7	141.98
075-088-016-000	1.00	7	141.98

APN	EDUs	Zone	Charge
075-088-017-000	1.00	7	141.98
075-088-018-000	1.00	7	141.98
075-088-019-000	1.00	7	141.98
075-088-020-000	1.00	7	141.98
075-088-021-000	1.00	7	141.98
075-088-022-000	1.00	7	141.98
075-088-023-000	1.00	7	141.98
075-088-024-000	1.00	7	141.98
075-088-025-000	1.00	7	141.98
075-088-026-000	1.00	7	141.98
075-088-027-000	1.00	7	141.98
075-088-028-000	1.00	7	141.98
075-088-029-000	1.00	7	141.98
075-088-030-000	1.00	7	141.98
075-088-031-000	1.00	7	141.98
075-088-032-000	1.00	7	141.98
075-088-033-000	1.00	7	141.98
075-088-034-000	1.00	7	141.98
075-088-035-000	1.00	7	141.98
075-088-036-000	1.00	7	141.98
075-088-037-000	1.00	7	141.98
075-088-038-000	1.00	7	141.98
075-088-039-000	1.00	7	141.98
075-088-040-000	1.00	7	141.98
075-088-041-000	1.00	7	141.98
075-088-042-000	1.00	7	141.98
075-088-043-000	1.00	7	141.98
075-088-044-000	1.00	7	141.98
075-088-045-000	1.00	7	141.98
075-088-046-000	1.00	7	141.98
075-088-047-000	1.00	7	141.98
075-088-048-000	1.00	7	141.98
075-088-049-000	1.00	7	141.98
075-088-050-000	1.00	7	141.98
075-088-051-000	1.00	7	141.98
075-088-052-000	1.00	7	141.98
075-088-053-000	1.00	7	141.98
075-088-054-000	1.00	7	141.98
075-088-055-000	1.00	7	141.98
075-088-056-000	1.00	7	141.98
075-088-057-000	1.00	7	141.98
075-088-058-000	1.00	7	141.98
075-088-059-000	1.00	7	141.98
075-088-060-000	1.00	7	141.98
075-088-061-000	1.00	7	141.98
075-088-062-000	1.00	7	141.98
075-088-063-000	1.00	7	141.98
075-089-001-000	1.00	7	141.98
075-089-002-000	1.00	7	141.98

APN	EDUs	Zone	Charge
075-089-003-000	1.00	7	141.98
075-089-004-000	1.00	7	141.98
075-089-005-000	1.00	7	141.98
075-089-006-000	1.00	7	141.98
075-089-007-000	1.00	7	141.98
075-089-008-000	1.00	7	141.98
075-089-009-000	1.00	7	141.98
075-089-010-000	1.00	7	141.98
075-089-011-000	1.00	7	141.98
075-089-012-000	1.00	7	141.98
075-089-013-000	1.00	7	141.98
075-089-014-000	1.00	7	141.98
075-089-015-000	1.00	7	141.98
075-089-016-000	1.00	7	141.98
075-089-017-000	1.00	7	141.98
075-089-018-000	1.00	7	141.98
075-089-019-000	1.00	7	141.98
075-089-020-000	1.00	7	141.98
075-089-021-000	1.00	7	141.98
075-089-022-000	1.00	7	141.98
075-089-023-000	1.00	7	141.98
075-089-024-000	1.00	7	141.98
075-089-025-000	1.00	7	141.98
075-089-026-000	1.00	7	141.98
075-089-027-000	1.00	7	141.98
075-089-028-000	1.00	7	141.98
075-089-029-000	1.00	7	141.98
075-089-030-000	1.00	7	141.98
075-089-031-000	1.00	7	141.98
075-089-032-000	1.00	7	141.98
075-089-033-000	1.00	7	141.98
075-089-034-000	1.00	7	141.98
075-089-035-000	1.00	7	141.98
075-089-036-000	1.00	7	141.98
075-089-037-000	1.00	7	141.98
075-089-038-000	1.00	7	141.98
075-089-039-000	1.00	7	141.98
075-089-040-000	1.00	7	141.98
075-089-041-000	1.00	7	141.98
075-089-042-000	1.00	7	141.98
075-089-043-000	1.00	7	141.98
075-089-044-000	1.00	7	141.98
075-089-045-000	1.00	7	141.98
075-089-046-000	1.00	7	141.98
075-089-047-000	1.00	7	141.98
075-089-048-000	1.00	7	141.98
075-089-049-000	1.00	7	141.98
075-089-050-000	1.00	7	141.98
075-089-051-000	1.00	7	141.98

APN	EDUs	Zone	Charge
075-089-052-000	1.00	7	141.98
075-089-053-000	1.00	7	141.98
075-089-054-000	1.00	7	141.98
075-089-055-000	1.00	7	141.98
075-089-056-000	1.00	7	141.98
075-089-057-000	1.00	7	141.98
075-089-058-000	1.00	7	141.98
075-090-001-000	1.00	7	141.98
075-090-002-000	1.00	7	141.98
075-090-003-000	1.00	7	141.98
075-090-004-000	1.00	7	141.98
075-090-005-000	1.00	7	141.98
075-090-006-000	1.00	7	141.98
075-090-007-000	1.00	7	141.98
075-090-008-000	1.00	7	141.98
075-090-009-000	1.00	7	141.98
075-090-010-000	1.00	7	141.98
075-090-011-000	1.00	7	141.98
075-090-012-000	1.00	7	141.98
075-090-013-000	1.00	7	141.98
075-090-014-000	1.00	7	141.98
075-090-015-000	1.00	7	141.98
075-090-016-000	1.00	7	141.98
075-090-017-000	1.00	7	141.98
075-090-018-000	1.00	7	141.98
075-090-019-000	1.00	7	141.98
075-090-020-000	1.00	7	141.98
075-090-021-000	1.00	7	141.98
075-090-022-000	1.00	7	141.98
075-090-023-000	1.00	7	141.98
075-090-024-000	1.00	7	141.98
075-090-025-000	1.00	7	141.98
075-090-026-000	1.00	7	141.98
075-090-027-000	1.00	7	141.98
075-090-028-000	1.00	7	141.98
075-090-029-000	1.00	7	141.98
075-090-030-000	1.00	7	141.98
075-090-031-000	1.00	7	141.98
075-090-032-000	1.00	7	141.98
075-090-033-000	1.00	7	141.98
075-090-034-000	1.00	7	141.98
075-090-035-000	1.00	7	141.98
075-090-036-000	1.00	7	141.98
075-090-037-000	1.00	7	141.98
075-090-038-000	1.00	7	141.98
075-090-039-000	1.00	7	141.98
075-090-040-000	1.00	7	141.98
075-090-041-000	1.00	7	141.98
075-090-042-000	1.00	7	141.98

APN	EDUs	Zone	Charge
075-090-043-000	1.00	7	141.98
075-090-044-000	1.00	7	141.98
075-090-045-000	1.00	7	141.98
075-090-046-000	1.00	7	141.98
075-090-047-000	1.00	7	141.98
075-090-048-000	1.00	7	141.98
075-090-049-000	1.00	7	141.98
075-090-050-000	1.00	7	141.98
075-090-051-000	1.00	7	141.98
075-090-052-000	1.00	7	141.98
075-090-053-000	1.00	7	141.98
075-090-054-000	1.00	7	141.98
075-090-055-000	1.00	7	141.98
075-090-056-000	1.00	7	141.98
075-090-057-000	1.00	7	141.98
075-090-058-000	1.00	7	141.98
075-090-059-000	1.00	7	141.98
075-090-060-000	1.00	7	141.98
075-090-061-000	1.00	7	141.98
075-090-063-000	1.00	7	141.98
Total:	183.00		\$25,982.34
074-018-052-000	1.00	8	\$247.44
074-018-055-000	1.00	8	247.44
074-018-056-000	1.00	8	247.44
074-018-057-000	1.00	8	247.44
074-018-058-000	1.00	8	247.44
074-018-059-000	1.00	8	247.44
074-018-060-000	1.00	8	247.44
Total:	7.00		\$1,732.08

*Totals may differ from budget due to rounding.

RIVERBANK CITY COUNCIL / LOCAL REVELOPMENT AUTHORITY

AGENDA ITEM NO.10.3

SECTION 10: PUBLIC HEARING

Meeting Date: June 10, 2025

Subject/ Title: Ridgewood Place Landscaping & Lighting District:

- 1) Resolution of the City Council of the City of Riverbank, California, Amending and/or Approving the Engineer's Report for the Ridgewood Place Landscaping and Lighting District; and the Levy and Collection of Annual Assessments related thereto for Fiscal Year 2025/2026.**
- 2) Resolution of the City Council of the City of Riverbank, California Ordering the Levy and Collection of Annual Assessments for the Ridgewood Place Landscaping and Lighting District; for Fiscal Year 2025/2026.**

From: Marisela H. Garcia, City Manager

Submitted by: Kathleen Cleek, Capital Projects/Regulatory Compliance Manager

RECOMMENDATION

It is recommended that the City Council adopt Resolutions amending and/or approving the Engineer's Report and ordering the levy and collection of annual assessments for Ridgewood Place Landscape and Lighting District for Fiscal Year 2025/2026.

SUMMARY

The City of Riverbank annually levies and collects special assessments for landscape maintenance, capital improvements, and street lighting. The District was formed in 1998 and is levied annually pursuant to the Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code ("1972 Act"). The District assessments were approved by the property owners of record through a protest ballot proceeding at the time the District was formed in compliance with the substantive and procedural requirements of the California Constitution Article XIID ("Article XIID").

The Engineer's Annual Levy Report for Fiscal Year 2025/2026 has been prepared in accordance with the provisions of Chapter 3, Section 22622 of the 1972 Act. The report details the improvements and financial information including the district budgets and

proposed annual assessments. The costs of improvements and the annual levy including all expenditures, deficits, surpluses, revenues, and reserves are assessed to each parcel within the District proportionate to the parcel's special benefits. The attached resolutions represent the second steps in the annual levy of assessments on the district for fiscal year 2025/2026. Ridgewood Place Landscape and Lighting District is located in and around Soares Place adjacent to Roselle Avenue. The annual levy per EDU will increase from \$240.71 to \$296.07 to cover increase maintenance costs in the new Grover Landscaping Contract, which increased last year from \$600 annually to \$2,880.

Therefore, it is recommended that the City Council adopt Resolutions amending and/or approving the Engineer's Report and ordering the levy and collection of annual assessments for Ridgewood Place Landscape and Lighting District for Fiscal Year 2025/2026.

FISCAL IMPACT

The annual assessment for parcels in the Ridgewood Place Landscape and Lighting District for Fiscal Year 2025/2026 is as follows:

	<u>FY 24/25</u>	<u>FY 25/26</u>	<u>Change in Assessment</u>
Annual Parcel Assessments	\$240.71	\$296.07	\$55.36

Costs for the district are paid through assessments upon property owners within the District; hence, there is no fiscal impact to the City.

ATTACHMENTS

1. (2) Resolutions
2. Engineer's Annual Levy Report Ridgewood Place Landscape and Lighting District Fiscal Year 2025/2026

CITY OF RIVERBANK

RESOLUTION 2025-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ANNUAL
ASSESSMENTS FOR THE RIDGEWOOD PLACE LANDSCAPING AND LIGHTING
DISTRICT FOR THE FISCAL YEAR 2025/2026**

**THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA
(HEREAFTER REFERRED TO AS THE “CITY COUNCIL”) DOES RESOLVE AS
FOLLOWS:**

WHEREAS, the City Council, desires to levy and collected annual assessments against parcels of land within said territory designated as **“Ridgewood Place Landscaping and Lighting District”** (hereafter referred to as the “District”) for Fiscal Year 2025/2026 to pay the costs and expenses of operating, maintaining and servicing the improvements and appurtenant facilities related thereto, pursuant to the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (hereafter referred to as the “Act”); and,

WHEREAS, the City Council did by previous resolutions initiate proceedings and declare its intention to levy and collected the annual assessments for the District for the purpose of operating, maintaining and servicing the improvements related thereto, pursuant to the Act; and,

WHEREAS, the Engineer selected by the City Council has prepared and filed with the City Clerk, and the City Clerk has presented to the City Council an Engineer’s Report that describes the District and assessments against parcels of land within the District for the Fiscal Year commencing July 1, 2025 and ending June 30, 2026 pursuant to the provisions of the Act; and,

WHEREAS, the City Council following notice duly given, has held a full and fair Public Hearing on June 10, 2025 regarding the District, the Engineer’s Report prepared in connection therewith, and considered all oral and written statements, protests and communications made or filed by interested persons regarding these matters, pursuant to the Act.

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY
THE CITY COUNCIL OF THE CITY OF RIVERBANK, AS FOLLOWS:**

Section 1 The City Council upon the conclusion of the noticed Public Hearing finds that a written majority protest does not exist, pursuant to the provisions of the Act (Chapter 2, Article 1, Sections 22593 and 22594).

Section 2 The City Council desires to levy and collect assessments against parcels of land within the District for the fiscal year commencing July 1, 2025 and ending June 30, 2026 to pay the costs and expenses of operating, maintaining and servicing the landscaping, lighting and appurtenant facilities located within public places within the District.

Section 3 The City Council has carefully reviewed and examined the Engineer's Report in connection with the District, and the levy and collection of assessments. Based upon its review (and amendments, as applicable) of the Engineer's Report, a copy of which has been presented to the City Council and which has been filed with the City Clerk, the City Council hereby finds and determines that:

- a. The territory of land within District will receive special benefits from the operation, maintenance and servicing of the landscaping, lighting and appurtenant facilities and improvements related thereto.
- b. The District includes all of the lands so benefited; and
- c. The net amount to be assessed upon the lands within the District, in accordance with the proposed budget for the fiscal year commencing July 1, 2025 and ending June 30, 2026 is apportioned by a formula and method which fairly distributes the net amount among all eligible parcels in proportion to the special benefits to be received by each parcel from the improvements and services and is satisfied that the assessments are levied without regard to property valuation.

Section 4 The City Council finds the assessments as outlined in the Engineer's Report are in compliance with the provisions of California Constitution Article XIID.

Section 5 The Engineer's Report and assessments as presented to the City Council and on file in the office of the City Clerk are hereby confirmed as filed.

Section 6 The City Council hereby orders the District improvements to be made, which improvements are briefly described as the operation, administration, maintenance and servicing of all public landscaping and lighting improvements and appurtenant facilities and expenses associated with the District that were installed as part of property development within the District and that will be maintained by the City of Riverbank or their designee and all such maintenance, operation and servicing of the landscaping and lighting and all appurtenant facilities shall be performed pursuant to the "Act", namely:

- Landscaped slopes, entryways, or other landscaped areas directly associated with the properties within the District;

- Parkway and perimeter landscaping adjacent to the District boundaries associated with the residential subdivision and dedicated and accepted by the City of Riverbank for maintenance;
- Public lighting facilities including street lighting, and landscape lighting within public areas;
- All appurtenant facilities, equipment, materials and utilities related to the aforementioned improvements.

Section 7 The City Clerk, or their designate, is hereby authorized and directed to file the levy with the County Auditor upon adoption of this Resolution pursuant to *Chapter 4, Article 1, Section 22641* of the Act.

Section 8 The County Auditor of Stanislaus shall enter on the County Assessment Roll opposite each parcel of land the amount of levy, and such levies shall be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the levy shall be paid to the City Treasurer.

Section 9 The City Treasurer shall deposit all money representing assessments collected by the County for the District to the credit of a fund for the “Ridgewood Place Landscaping and Lighting District”, and such money shall be expended only for the maintenance, operation and servicing of the landscaping and lighting improvements and appurtenant facilities as described in Section 7.

Section 10 The adoption of this Resolution constitutes the District levy for the Fiscal Year commencing July 1, 2025 and ending June 30, 2026.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 10th day of June, 2025; motioned by _____, seconded by _____, 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

CITY OF RIVERBANK

RESOLUTION 2025-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S REPORT FOR
THE RIDGEWOOD PLACE LANDSCAPING AND LIGHTING DISTRICT; AND THE
LEVY AND COLLECTION OF ANNUAL ASSESSMENTS RELATED THERETO FOR
FISCAL YEAR 2025/2026**

**THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA
(HEREAFTER REFERRED TO AS THE "CITY COUNCIL") DOES RESOLVE AS
FOLLOWS:**

WHEREAS, the City Council, pursuant to the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (hereafter referred to as the "Act"), did by previous Resolution order the Engineer, Willdan Financial Services, to prepare and file a Report in connection with the **"Ridgewood Place Landscaping and Lighting District"** (hereafter referred to as the "District") and the proposed levy and collection of annual assessments against parcels of land for the fiscal year commencing July 1, 2025 and ending June 30, 2026; and

WHEREAS, the Engineer has prepared and filed with the City Clerk of the City of Riverbank, California and the City Clerk has presented to the City Council such report entitled **"Engineer's Annual Levy Report for Ridgewood Place Landscaping and Lighting District, Fiscal Year 2025/2026"** as required by the Act; and

WHEREAS, the City Council pursuant to the provisions of *Chapter 2, Article 1, Section 22586* of said Act may approve the report, as filed, or may modify the report in any particular and approve it as modified; and

WHEREAS, the City Council has carefully examined and reviewed the Report as presented, considered all oral and written comments presented with respect to the District and Report at a noticed Public Hearing and has discussed any necessary or desired modifications to the Report.

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY
THE CITY COUNCIL OF THE CITY OF RIVERBANK, AS FOLLOWS:**

Section 1 The Report as presented or as modified, contains the following:

- a. A Description of Improvements.
- b. A Diagram of the District.

- c. The Method of Apportionment that details the method of calculating each parcel's proportional special benefits and annual assessment.
- d. The Annual Budget (Costs and Expenses) and the resulting assessment (Levy per benefit unit) for the fiscal year.
- e. The District Roll containing the proposed Levy for each Assessor Parcel Number within the District for Fiscal Year 2025/2026.

Section 2 The City Clerk is hereby directed to enter on the minutes of the City Council any and all modifications to the Report determined and approved by the City Council, and all such changes and/or modifications by reference are incorporated into the Engineer's Report.

Section 3 The City Council is satisfied with the Engineer's Report as presented or modified, each and all of the budget items and documents as set forth therein, and is satisfied that the annual assessments contained therein are consistent with the assessments approved by the property owners and spread in accordance with the special benefits received from the improvements pursuant to the provisions of the California Constitution Article XIID.

Section 4 The Report is hereby approved as submitted or modified and ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

Section 5 The City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation and approval of the Report as submitted or modified.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 10th day of June, 2025; motioned by _____, seconded by _____, 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: Engineer's Report – Ridgewood L&L for FY2025-26



City of Riverbank

Ridgewood Place Landscaping and Lighting District

2025/2026 ENGINEER'S ANNUAL LEVY REPORT

Intent Meeting: May 27, 2025
Public Hearing: June 10, 2025

27368 Via Industria
Suite 200
Temecula, CA 92590
T 951.587.3500 | 800.755.6864
F 951.587.3510

www.willdan.com



AFFIDAVIT FOR THE ENGINEER'S ANNUAL LEVY REPORT

City of Riverbank
Stanislaus County, State of California

Ridgewood Place Landscaping and Lighting District

This Report describes the District including the improvements, budgets, parcels and assessments to be levied for Fiscal Year 2025/2026, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Stanislaus County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District.

The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this 27th day of May, 2025.

Willdan Financial Services
Assessment Engineer

By: _____

Tony Thrasher
Principal Consultant
District Administration Services

By: _____

Tyrone Peter
PE # C 81888



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PART I - OVERVIEW

A. INTRODUCTION

The City of Riverbank (“City”) annually levies and collects special assessments in order to maintain the improvements within the Ridgewood Place Landscape and Lighting District (“District”). The District was formed in 1998 and is annually levied pursuant to the Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (“1972 Act”). The District assessments were approved by the property owners of record through a protest ballot proceeding at the time the District was formed in compliance with the substantive and procedural requirements of the California Constitution Article XIID (“Article XIID”).

This Engineer’s Annual Levy Report (“Report”) has been prepared in accordance with the provisions of Chapter 3, Section 22622 of the 1972 Act. This Report describes the District, the improvements therein, any annexations or other modifications to the District including any substantial changes to the improvements, the method of apportionment, the boundaries of the District, and financial information including the district budgets and proposed annual assessments for Fiscal Year 2025/2026. The proposed assessments are based on the historic and estimated costs to maintain the improvements that provide a direct and special benefit to properties within the District. The costs of improvements and the annual levy including all expenditures, deficits, surpluses, revenues, and reserves are assessed to each parcel within the District proportionate to the parcel’s special benefits.

For the purposes of this Report, the word “parcel” refers to an individual property assigned its own Assessment Number by the County of Stanislaus Assessor’s Office. The County of Stanislaus Auditor/Controller uses Assessment Numbers and specific fund numbers to identify properties assessed for special district benefit assessments on the tax roll.

Pursuant to Chapter 3, beginning with Section 22620 of the 1972 Act, the City Council shall conduct a noticed annual public hearing to consider all public comments and written protests regarding the District. Following the annual public hearing and review of the Report, the City Council may order amendments to the Report or confirm the Report as submitted. Following final approval of the Report and confirmation of the assessments contained therein, the City Council will, by resolution, order the improvements to be made and confirm the levy and collection of assessments pursuant to Chapter 4, Article 1, and beginning with Section 22640 of the 1972 Act. The assessment rate and method of apportionment described in this Report as approved or modified by the City Council defines the assessments to be applied to each parcel within the District for Fiscal Year 2025/2026.

The assessments as approved will be submitted to the County Auditor/Controller to be included on the property tax roll for each parcel within the District. If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the current fiscal year, a corrected parcel number and/or new parcel numbers will be

identified and resubmitted to the County. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rate contained in this Report as approved by the City Council.

B. APPLICABLE LEGISLATION

The District has been formed and is annually levied pursuant to the 1972 Act, beginning with Section 22500. The assessments and methods of apportionment described in this Report utilize commonly accepted assessment engineering practices and have been calculated and proportionately spread to each parcel based on the special benefits received.

Compliance with the Current Legislation

All assessments described in this Report and approved by the City Council are prepared in accordance with the 1972 Act and are in compliance with the provisions of the Article XIIID, which was enacted with the passage of Proposition 218 in November 1996.

This District was formed after the passage of Proposition 218 and the assessments contained herein were established and approved pursuant to the provisions of the Article XIIID Section 4. Specifically, parcels within the District are assessed for only the reasonable cost of the proportional special benefit conferred on those parcels pursuant to Article XIIID Section 4 (a); and the assessments and assessment range formula described in this report were approved by the property owners at the time of formation through a property owner protest ballot proceeding pursuant to Article XIIID Section 4 (c, d & e).

Briefly, the assessment range formula states that the assessment initially approved by the property owners may be increased each year by the greater of 3.0% or the percentage increase in the Consumer Price Index ("CPI") to establish an adjusted maximum assessment each year. This adjusted maximum assessment is calculated independently from the actual assessment approved each fiscal year. The proposed assessment for the current fiscal year may be less than or equal to the maximum assessment rate previously approved and adopted for the District. Any proposed assessment that exceeds the adjusted maximum assessment rate is considered an increased assessment. Pursuant to the provisions of the Article XIIID, all new or increased assessments (the incremental increase) are subject to both the substantive and procedural requirements of Article XIIID Section 4, including a property owner protest proceeding (property owner assessment balloting).

C. IMPROVEMENTS AUTHORIZED BY THE 1972 ACT

As applicable or may be applicable to this proposed District, the 1972 Act defines improvements to mean one or any combination of the following:

- The installation or planting of landscaping.
- The installation or construction of statuary, fountains, and other ornamental structures and facilities.
- The installation or construction of public lighting facilities.
- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- The maintenance or servicing, or both, of any of the foregoing.
- The acquisition of any existing improvement otherwise authorized pursuant to this section.

Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;
- The costs of printing, advertising, and the publishing, posting and mailing of notices;
- Compensation payable to the County for collection of assessments;
- Compensation of any engineer or attorney employed to render services;
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5.
- Costs associated with any elections held for the approval of a new or increased assessment.

The 1972 Act defines "Maintain" or "maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal, or replacement of all or any part of any improvement.
- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
- The removal of trimmings, rubbish, debris, and other solid waste.
- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

D. DESCRIPTION OF THE IMPROVEMENTS

The improvements providing benefit to parcels within the District include specific street lighting facilities and landscaped areas originally installed as part of this residential development. The improvements maintained and serviced include five street lights and approximately 583 linear feet of parkway landscaping and any appurtenant facilities, services or improvements directly associated with these improvements including incidental expenses.

The street lighting improvements may include electrical costs, maintenance, repair and replacement of the poles, lights, wires or other equipment associated with the street lights. The street lights are identified as:

- Two street lights located on the perimeter of the development on the west side of Roselle Avenue, one north end of the subdivision and the other south of Soares Place.
- The remaining three street lights are located within the residential subdivision on Soares Place.

The landscape improvements may include street trees, turf, ground cover, shrubs, irrigation and drainage systems, entry monuments, and block walls or other fencing. The landscaped areas are within the public right-of-ways and encompass the parkway landscaped areas the entire length of the Ridgewood Place subdivision along of Roselle Avenue. The landscaped areas are identified as:

- Approximately 213 linear feet of parkway landscaping adjacent to the subdivision along the west side of Roselle Avenue and north of Soares Place.
- Approximately 370 linear feet of parkway landscaping adjacent to the subdivision along the west side of Roselle Avenue and south of Soares Place.

All improvements within the District are maintained and serviced on a regular basis. City staff will determine the frequency and specific maintenance operations required. The District assessments fund all necessary utilities, operations, services, administration and maintenance costs associated with the improvements. The annual cost of providing the improvements within the District is spread among all benefiting parcels in proportion to the benefits received. The expenditures and assessments set forth in this report are based upon the City's estimate of the costs associated with the improvements including all labor, personnel, equipment, materials and administrative expenses.

PART II - PLANS AND SPECIFICATIONS

The District provides for the continued maintenance and operation of landscaping, street lighting and related services and improvements within the public right-of-ways for the benefit of parcels and properties within the development known as Ridgewood Place within the City.

The District is comprised of a single residential development consisting of twenty-three (23) single-family residential parcels. The district was formed to ensure the ongoing maintenance of local landscaping and lighting improvements associated with this residential subdivision and installed as part of the development of properties within the subdivision. The annual cost and expenses of providing the improvements are equitably spread among only the benefiting parcels within the District.

E. CHANGES OR MODIFICATIONS TO THE DISTRICT

Modifications to the District structure could include but are not limited to:

- Substantial changes or expansion of the improvements provided;
- Substantial changes in the service provided;
- Modifications or restructuring of the District or Zones including annexation or detachment of Zones or specific parcels;
- Revisions in the method of apportionment;
- Proposed new or increased assessments.

Some changes or modifications to the District would require the approval of the property owners within the District. No changes or modifications to the District are proposed for Fiscal Year 2025/2026.

F. DESCRIPTION OF THE DISTRICT

The District is located generally on the West Side of Roselle Avenue, north of Morrill Road and south of Turpin Avenue at Soares Place. The District includes twenty-three single family residential parcels within the subdivision known as Ridgewood Place, identified on Book 132 Page 63 parcels 43 through 65 of the Stanislaus County Assessor's Parcel Maps.

PART III - METHOD OF APPORTIONMENT

A. GENERAL

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements which include the construction, maintenance and servicing of public lights, landscaping and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

“The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.”

The formula used for calculating assessments in the District therefore reflects the composition of the parcels and the improvements and services provided, to fairly apportion the costs based on estimated benefit to each parcel.

In addition, pursuant to the Article XIID Section 4, a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel and provides that only special benefits are assessable and the District must separate the general benefits from the special benefits.

B. BENEFIT ANALYSIS

Each of the improvements and the associated costs has been carefully reviewed and the corresponding assessments have been proportionately spread to each parcel based on special benefits received from the improvements. The installation of the improvements was part of the conditions of property development. The property owners approved the corresponding assessments for the ongoing maintenance of the improvements at the time of formation through a property owner protest ballot proceeding pursuant to the Article XIID Section 4.

Special Benefits — The method of apportionment (assessment methodology) is based on the premise that each of the assessed parcels within the District receives benefit from the improvements maintained and financed by annual assessments. Specifically, the assessments are for the maintenance of local street lighting and landscaped improvements installed as part of the original. The desirability and security of properties within the District are enhanced by the presence of street lighting and well-maintained landscaping in close proximity to those properties.

The special benefits associated with the local landscaping improvements are specifically:

- Enhanced desirability of properties through association with the improvements;
- Improved aesthetic appeal of properties within the Zones providing a positive representation of the area;
- Enhanced adaptation of the urban environment within the natural environment from adequate green space and landscaping;
- Environmental enhancement through improved erosion resistance and dust and debris control;
- Increased sense of pride in ownership of property within the District resulting from well-maintained improvements associated with the properties;

- Reduced criminal activity and property-related crimes (especially vandalism) against properties in the District through well-maintained surroundings and amenities including abatement of graffiti;
- Enhanced environmental quality of the parcels within the Zones by moderating temperatures, providing oxygenation and attenuating noise.

The special benefits of street lighting are the convenience, safety, and security of property, improvements, and goods. Specifically:

- Enhanced deterrence of crime and the aid to police protection;
- Increased nighttime safety on roads and highways;
- Improved ability of pedestrians and motorists to see;
- Improved ingress and egress to property;
- Reduced vandalism and other criminal acts and damage to improvements or property;
- Improved traffic circulation and reduced nighttime accidents and personal property loss;
- Increased promotion of business during nighttime hours in the case of commercial properties.

All of the preceding special benefits contribute to a specific enhancement and desirability of each of the assessed parcels within the District.

General Benefits - The improvements to be provided and maintained by the District are a direct result of property development within the District and would otherwise not be required or necessary. Developers typically install local improvements to enhance the marketability and value of properties within the development and/or as conditions of development. In either case, the improvements are clearly installed for the benefit of the properties being developed and not for the benefit of surrounding properties outside the District boundaries. Although local development improvements (by virtue of their location) may be visible to surrounding properties, any benefit to surrounding properties is incidental and cannot be considered a direct and special benefit. Furthermore, most developments within the City typically have various landscaping and lighting improvements specifically associated with their development and these improvements are funded by properties within those developments. Therefore, it has been determined that the District improvements and the on-going operation and maintenance of those improvements provide no identifiable or measurable general benefit to properties outside the District or to the public at large.

C. ASSESSMENT METHODOLOGY

Equivalent Dwelling Units: To assess benefits equitably, it is necessary to correlate the different type of parcels within the District to each other as well as their relationship to the improvements. The Equivalent Dwelling Unit method of apportioning benefit is typically seen as the most appropriate and equitable assessment methodology for districts formed

under the 1972 Act, as the benefit to each parcel from the improvements are typically apportioned as a function of land use type, size and development.

The Equivalent Dwelling Unit method of assessment apportionment uses the single family home site as the basic unit of assessment. A single family home site equals one Equivalent Dwelling Unit (“EDU”). Every other land use is typically converted to EDUs based on an assessment formula that equates the property’s specific development status, type of development (land use), and size of the property, as compared to a single family home site. Although the EDU method of apportionment is an appropriate method of calculating each parcel’s benefit, it should be noted that all properties within this District are identified as single family home sites and therefore benefit equally with each parcel assigned 1.0 EDU.

The following formulas are used to calculate the annual assessments. The Balance to Levy represents the total amount to be collected through the annual assessments. The Levy per EDU (Assessment Rate) is the result of dividing the total Balance to Levy by the total District EDU. This Assessment Rate multiplied by each parcel’s individual EDU determines each parcel’s levy amount.

Total Balance to Levy / Total EDU = Levy per EDU (also called Assessment Rate)

Assessment Rate x Parcel’s EDU = Parcel Levy Amount

Or more simply stated, since all District parcels are 1 EDU:

Total Balance to Levy / Total Assessable Parcels in Zone = Parcel Levy Amount

D. ASSESSMENT RANGE FORMULA

Any new or increased assessments require voting, certain noticing, and meeting requirements. Article XIID added specific requirements including an assessment ballot and weighted tabulation of the ballots to determine if majority protest exists at the Public Hearing. In Fiscal Year 1993/1994 the Brown Act (Government Code Section 54954.6(o)) changed the definition of the term “new or increased assessment” to exclude certain conditions. These conditions included “any assessment that does not exceed an assessment formula or range of assessments previously adopted by the agency and approved by the voters in the area where the assessment is imposed.” This definition for a new or increased assessment was also addressed in Senate Bill 919 (the Proposition 218 implementation statutes)

An assessment range formula was proposed and approved for the assessments when the District was formed in Fiscal Year 1998/1999 and is to be applied to all future assessments within the District.

The following describes the proposed assessment range formula:

Wherein, if the proposed assessment rate for each classification of property (levy per unit or rate) for the current fiscal year is less than or equal to the prior year’s maximum

assessment plus the adjustments described in the following, then the new assessment is not considered an increased assessment. The purpose of establishing an assessment range formula is to provide for reasonable inflationary adjustment to the assessment amounts without requiring costly noticing, balloting, and mailing procedures, which would be added to the District costs and assessments.

Beginning in Fiscal Year 1999/2000, the maximum assessment may be adjusted by the greater of three percent (3.0%) or the percentage increase in the CPI. Each year the City shall compute the percentage difference between the CPI on December 31 of each year and the CPI for the previous December 31 as determined by the Bureau of Labor Statistics for the San Francisco Oakland Hayward Area. This percentage difference shall then establish the range of increased assessments allowed based on the CPI. Should the Bureau of Labor Statistics revise such index or discontinue the preparation of such index, the City shall use the revised index or comparable system as approved by the City Council for determining fluctuations in the cost of living.

The Maximum Assessment for Fiscal Year 2025/2026 is \$548.67 which is an increase of 3.00% from prior year's maximum assessment. However, a rate of \$296.07 per EDU will only be levied this year.

The following table illustrates how the assessment range formula is applied. This year, a 3.00% CPI increase is applied since it is greater than the CPI increase.

CPI Percentage Increase	Standard 3.00%	Maximum % Increase Allowed	Prior Year's Max Rate	Allowed Adjustment	New Maximum Rate
2.38%	3.00%	3.00%	\$532.69	\$15.98	\$548.67

The fact that an assessment range formula is adopted for District assessments does not require that the adjustment maximum assessment be applied each year nor does it restrict the assessments to the adjusted amount. If the budget and assessments for the District do not require an increase or the increase is less than the maximum allowable adjustment, then the required budget and assessment shall be applied. If the budget and proposed assessments require an increase greater than the maximum allowable adjustment, then the proposed assessment is considered an increased assessment and mailed notices and ballots to the property owners would be required pursuant to the Article XIIID Section 4c.

PART IV - DISTRICT BUDGET FY 2025/2026

Ridgewood Landscaping and Lighting District	Total District
DIRECT COSTS	
Landscape Maintenance	\$2,880
Utilities	350
Repairs/Abatement	0
Street Lighting	0
Miscellaneous/Materials/Equipment	0
Capital Expenditure	0
Direct Costs (Subtotal)	\$3,230
ADMINISTRATION COSTS	
City Administration & Overhead	\$1,000
District Administration	2,242
County Administration Fee	5
Administration Costs (Subtotal)	\$3,247
LEVY BREAKDOWN	
Total Direct and Admin. Costs	\$6,477
Reserve Collection/ (Transfer)	333
Contribution Replenishment	0
Other Revenues/General Fund Contribution	0
CIP Collection/(Transfer)	0
Balance to Levy	\$6,810
DISTRICT STATISTICS	
Total Parcels	23
Total Parcels Levied	23
Total Equivalent Dwelling Units (EDU)	23.00
Assessment Rate (Levy Per EDU)	\$296.07
Maximum Assessment Rate Approved	\$548.67
FUND BALANCE INFORMATION	
Beginning Reserve Fund Balance	(\$1,596)
Reserve Fund Activity	333
Ending Reserve Fund Balance (Projected)	(\$1,263)
Beginning Capital Improvement Fund	\$0
Collections/(Transfers)	0
Capital Improvement Expenditures	0
Ending Capital Improvement Fund	\$0

PART V — DISTRICT BOUNDARY MAPS

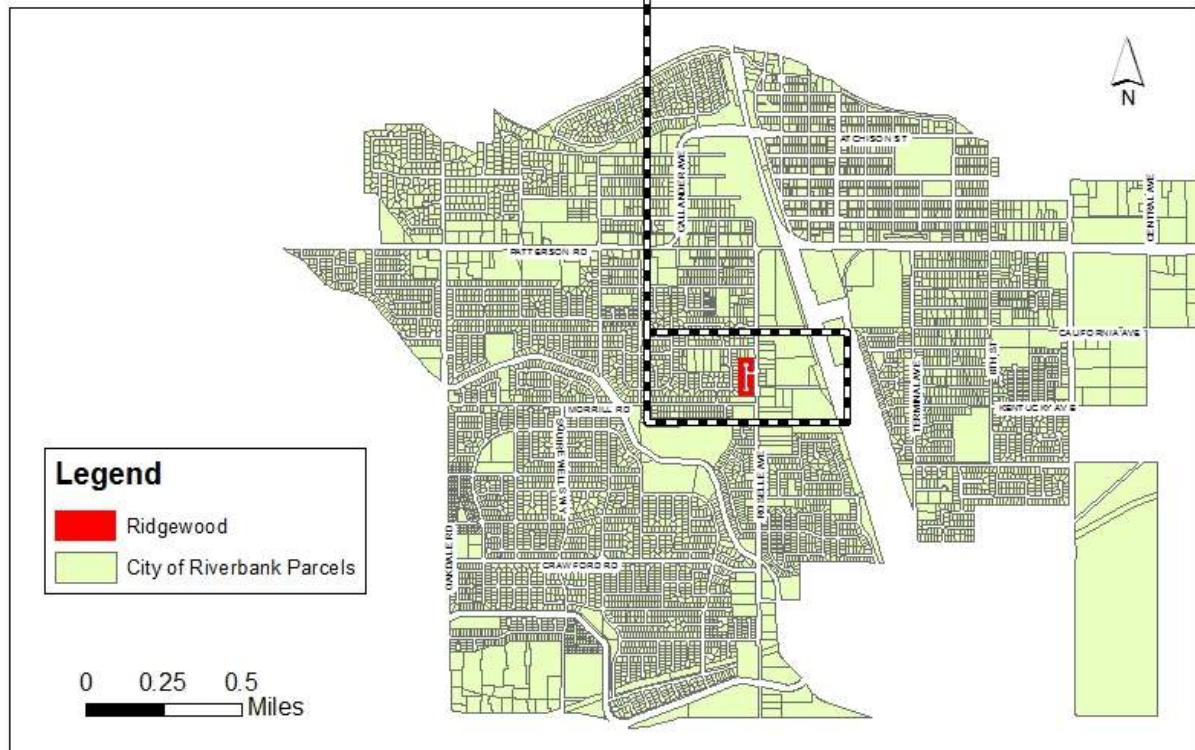
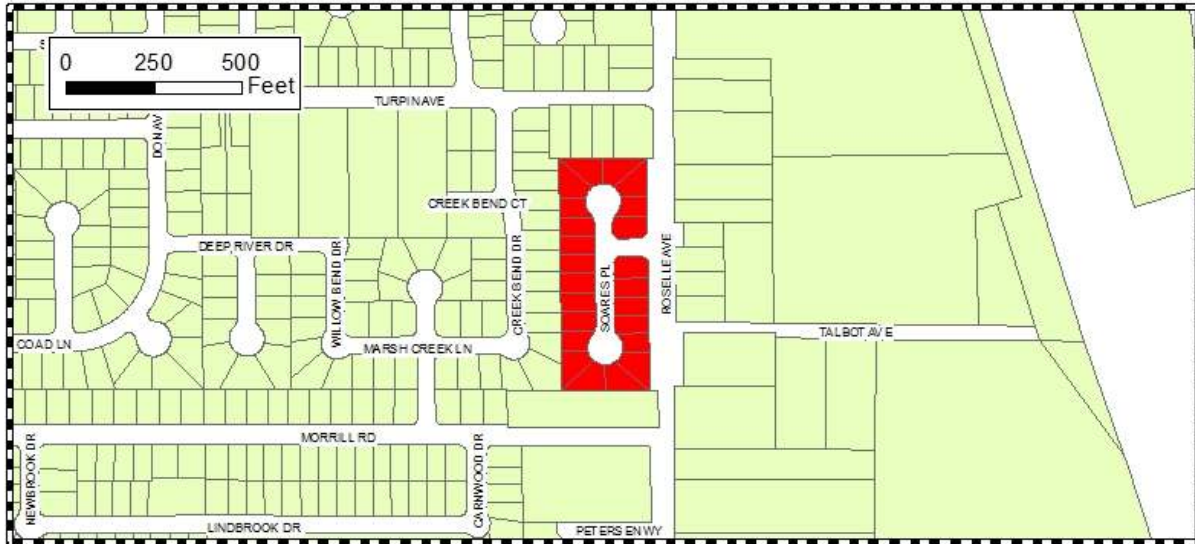
The original assessment diagrams and tract maps for the District were previously approved and submitted to the City in the format required by the 1972 Act. These diagrams are on file in the Office of the City Clerk and by reference are made part of this Report.

The boundaries for the District are contiguous with the boundaries of the Ridgewood Place subdivision and defined as the corresponding parcels identified on the Stanislaus County Assessor's Map. The parcel identification, lines, and dimensions of each parcel within the District are those lines and dimensions shown on the Stanislaus County Assessor's Map of for the year in which this Report was prepared and by reference are incorporated and made part of this Report.

The following page is a reproduction of the County Assessor's Parcel Map associated with the District.

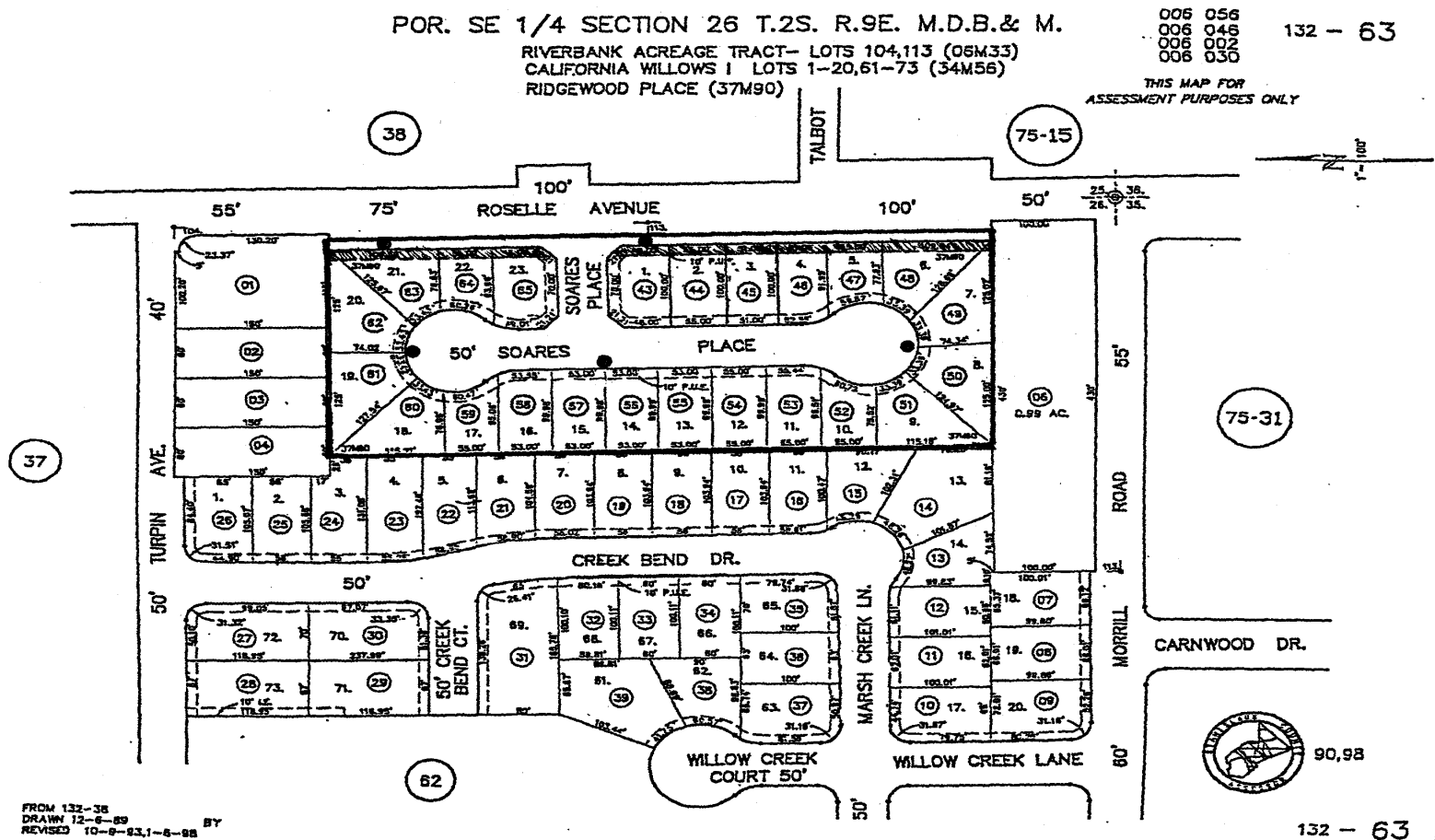


City of Riverbank Ridgewood Place Landscape and Lighting District



Boundary and Improvement Diagram Ridgewood Place

- Street Lights
- Landscaped Areas Shaded



PART VI — 2025/2026 ASSESSMENT ROLL

Parcel identification, for each lot or parcel within the District, shall be the parcel as shown on the Stanislaus County Assessor's map for the year in which this Report is prepared.

A listing of parcels assessed within this District, along with the assessment amounts, is listed below. If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the current fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor/Controller. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rate approved in this Report. Therefore, if a single parcel has changed to multiple parcels, the assessment amount applied to each of the new parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment.

Non-assessable lots or parcels include areas of public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, open space areas and rights-of-ways including public greenbelts and parkways; utility right-of-ways; common areas; landlocked parcels, small parcels vacated by the County, bifurcated lots, and any other property that cannot be developed or has specific development restrictions. These types of parcels are considered to receive little or no benefit from the improvements and are therefore exempted from assessment.

APN	EDU	Charge
132-063-043-000	1.0	\$296.06
132-063-044-000	1.0	296.06
132-063-045-000	1.0	296.06
132-063-046-000	1.0	296.06
132-063-047-000	1.0	296.06
132-063-048-000	1.0	296.06
132-063-049-000	1.0	296.06
132-063-050-000	1.0	296.06
132-063-051-000	1.0	296.06
132-063-052-000	1.0	296.06
132-063-053-000	1.0	296.06
132-063-054-000	1.0	296.06
132-063-055-000	1.0	296.06
132-063-056-000	1.0	296.06
132-063-057-000	1.0	296.06
132-063-058-000	1.0	296.06
132-063-059-000	1.0	296.06
132-063-060-000	1.0	296.06
132-063-061-000	1.0	296.06
132-063-062-000	1.0	296.06
132-063-063-000	1.0	296.06
132-063-064-000	1.0	296.06
132-063-065-000	1.0	296.06
Total	23.0	\$6,809.38

*Total may differ from budget due to rounding.

RIVERBANK CITY COUNCIL / LOCAL REVELOPEMNT AUTHORITY

AGENDA ITEM NO. 10.4

SECTION 10: PUBLIC HEARING

Meeting Date: June 10, 2025

Subject/ Title: River Cove Landscaping & Lighting District:

- 1) Resolution of the City Council of the City of Riverbank California, Amending and/or Approving the Engineer's Report for the Landscaping and Lighting District No. 1, River Cove Subdivision; and the Levy and Collection of Annual Assessments Related Thereto for Fiscal Year 2025/2026.**
- 2) Resolution of the City Council of the City of Riverbank, California Ordering the Levy and Collection of Annual Assessments for the Landscaping and Lighting District No. 1, River Cove Subdivision; for Fiscal Year 2025/2026.**

From: Marisela H. Garcia, City Manager

Submitted by: Kathleen Cleek, Capital Projects/Regulatory Compliance Manager

RECOMMENDATION

It is recommended that the City Council adopt Resolutions amending and/or approving the Engineer's Report and ordering the levy and collection of annual assessments for the Lighting and Landscaping District No. 1 River Cove Subdivision for Fiscal Year 2025/2026.

SUMMARY

The City of Riverbank annually levies and collects special assessments for landscape maintenance, capital improvements, and street lighting. The District was formed in 1993 and is levied annually pursuant to the Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code ("1972 Act"). The District includes all parcels within the residential development known as the RiverCove subdivision.

The Engineer's Annual Levy Report for Fiscal Year 2025/2026 has been prepared in accordance with the provisions of Chapter 3, Section 22622 of the 1972 Act. The report details the improvements and financial information including the district budgets and proposed annual assessments. The costs of improvements and the annual levy including all expenditures, deficits, surpluses, revenues, and reserves are assessed to each parcel

within the District proportionate to the parcel's special benefits. The attached resolutions represent the second steps in the annual levy of assessments on the district for fiscal year 2025/2026.

The River Cove Landscape & Lighting District is already assessing the maximum assessment rate approved through this District.

It is recommended that the City Council adopt Resolutions to amend and/or approve the Engineer's Report and order the levy and collection of annual assessments for the Lighting and Landscaping District No. 1 River Cove Subdivision for Fiscal Year 2025/2026.

FISCAL IMPACT

The annual assessment for parcels in the River Cove District for Fiscal Year 2025/2026 is as follows:

	<u>FY 24/25</u>	<u>FY 25/26</u>	<u>Change in Assessment</u>
Annual Parcel Assessments	\$196.90	\$196.90	No Change

Costs for the district are paid through assessments upon property owners within the District; hence, there is no fiscal impact to the City.

ATTACHMENTS

1. (2) Resolutions
2. Engineer's Annual Levy Report for River Cove Landscaping and Lighting District Fiscal Year 2025/2026

CITY OF RIVERBANK

RESOLUTION 2025-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ANNUAL
ASSESSMENTS FOR THE LANDSCAPING AND LIGHTING DISTRICT NO. 01 FOR
RIVER COVE SUBDIVISION FOR THE FISCAL YEAR 2025/2026**

**THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA (HEREAFTER
REFERRED TO AS THE “CITY COUNCIL”) DOES RESOLVE AS FOLLOWS:**

WHEREAS, the City Council, desires to levy and collect annual assessments against parcels of land within said territory designated as “**Landscaping and Lighting District No. 01**” (hereafter referred to as the “District”) for the River Cove Subdivision, for fiscal year 2025/2026 to pay the costs and expenses of operating, maintaining and servicing the improvements and appurtenant facilities related thereto, pursuant to the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (hereafter referred to as the “Act”); and

WHEREAS, the City Council did by previous resolutions initiate proceedings and declare its intention to levy and collected the annual assessments for the District for the purpose of operating, maintaining and servicing the improvements related thereto, pursuant to the Act; and

WHEREAS, the Engineer selected by the City Council has prepared and filed with the City Clerk, and the City Clerk has presented to the City Council an Engineer’s Report that describes the District and assessments against parcels of land within the District for the Fiscal Year commencing July 1, 2025 and ending June 30, 2026, pursuant to the provisions of the Act; and

WHEREAS, the City Council following notice duly given, has held a full and fair Public Hearing on Tuesday, June 10, 2025 regarding the District, the Engineer’s Report prepared in connection therewith, and considered all oral and written statements, protests and communications made or filed by interested persons regarding these matters, pursuant to the Act.

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY
THE CITY COUNCIL FOR THE LANDSCAPE AND LIGHTING DISTRICT NO. 1 RIVER
COVE SUBDIVISION AS FOLLOWS:**

Section 1 The City Council upon the conclusion of the noticed Public Hearing finds that a written majority protest does not exist, pursuant to the provisions of the Act (Chapter 2, Article 1, Sections 22593 and 22594).

Section 2 The City Council desires to levy and collect assessments against parcels of land within the District for the fiscal year commencing July 1, 2025 and ending

June 30, 2026, to pay the costs and expenses of operating, maintaining and servicing the landscaping, lighting and appurtenant facilities located within public places within the District.

Section 3 The City Council has carefully reviewed and examined the Engineer's Report in connection with the District, and the levy and collection of assessments. Based upon its review (and amendments, as applicable) of the Engineer's Report, a copy of which has been presented to the City Council and which has been filed with the City Clerk, the City Council hereby finds and determines that:

- a. The territory of land within District will receive special benefits from the operation, maintenance and servicing of the landscaping, lighting and appurtenant facilities and improvements related thereto.
- b. The District includes all of the lands so benefited; and
- c. The net amount to be assessed upon the lands within the District, in accordance with the proposed budget for the fiscal year commencing July 1, 2025 and ending June 30, 2026 is apportioned by a formula and method which fairly distributes the net amount among all eligible parcels in proportion to the special benefits to be received by each parcel from the improvements and services and is satisfied that the assessments are levied without regard to property valuation.

Section 4 The City Council finds the assessments as outlined in the Engineer's Report are in compliance with the provisions of California Constitution Article XIID.

Section 5 The Engineer's Report and assessments as presented to the City Council and on file in the office of the City Clerk are hereby confirmed as filed.

Section 6 The City Council hereby orders the District improvements to be made, which improvements are briefly described as the operation, administration, maintenance and servicing of all public landscaping and lighting improvements and appurtenant facilities and expenses associated with the District that were installed as part of property development within the District and that will be maintained by the City of Riverbank or their designee and all such maintenance, operation and servicing of the landscaping and lighting and all appurtenant facilities shall be performed pursuant to the "Act", namely:

- Landscaped slopes, entryways, or other landscaped areas directly associated with the properties within the District;
- Parkway and perimeter landscaping adjacent to the District boundaries associated with the residential subdivision and dedicated and accepted by the City of Riverbank for maintenance;

- Natural and passive landscaped areas, parks, trails, open space areas, and natural habitats that are maintained and/or abated;
- Active parks including all landscaping, lighting, equipment and facilities (i.e., playgrounds, tot-lots, ball fields, sidewalks, landscaped areas and greenbelts);
- Public lighting facilities including street lighting, and lighting within the park and other public areas;
- All appurtenant facilities, equipment, materials and utilities related to the aforementioned improvements.

Section 7 The City Clerk, or their designate, is hereby authorized and directed to file the levy with the County Auditor upon adoption of this Resolution pursuant to *Chapter 4, Article 1, Section 22641* of the Act.

Section 8 The County Auditor of Stanislaus shall enter on the County Assessment Roll opposite each parcel of land the amount of levy, and such levies shall be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the levy shall be paid to the City Treasurer.

Section 9 The City Treasurer shall deposit all money representing assessments collected by the County for the District to the credit of a fund for the “Landscaping and Lighting District No. 01”, and such money shall be expended only for the maintenance, operation and servicing of the landscaping and lighting improvements and appurtenant facilities as described in Section 6.

Section 10 The adoption of this Resolution constitutes the District levy for the Fiscal Year commencing July 1, 2025 and ending June 30, 2026.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 10th day of June, 2025; motioned by _____, seconded by _____, 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

DRAFT

CITY OF RIVERBANK

RESOLUTION 2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S REPORT FOR THE LANDSCAPING AND LIGHTING DISTRICT NO. 01, RIVER COVE SUBDIVISION; **AND THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS RELATED THERETO FOR FISCAL YEAR 2025/2026**

THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA (HEREAFTER REFERRED TO AS THE "CITY COUNCIL") DOES RESOLVE AS FOLLOWS:

WHEREAS, the City Council, pursuant to the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (hereafter referred to as the "Act"), did by previous Resolution order the Engineer, Willdan Financial Services, to prepare and file a Report in connection with the "Landscaping and Lighting District No. 01" (hereafter referred to as the "District") for the River Cove Subdivision, and the proposed levy and collection of annual assessments against parcels of land for the fiscal year commencing July 1, 2025 and ending June 30, 2026; and

WHEREAS, the Engineer has prepared and filed with the City Clerk of the City of Riverbank, California and the City Clerk has presented to the City Council such report entitled "Engineer's Annual Levy Report for Landscaping and Lighting District No. 01, Fiscal Year 2025/2026" as required by the Act; and

WHEREAS, the City Council pursuant to the provisions of *Chapter 2, Article 1, Section 22586* of said Act may approve the report, as filed, or may modify the report in any particular and approve it as modified; and

WHEREAS, the City Council has carefully examined and reviewed the Report as presented, considered all oral and written comments presented with respect to the District and Report at a noticed Public Hearing and has discussed any necessary or desired modifications to the Report.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE LANDSCAPE AND LIGHTING DISTRICT NO. 1 RIVER COVE SUBDIVISION AS FOLLOWS:

Section 1 The Report as presented or as modified, contains the following:

- a. A Description of Improvements.
- b. A Diagram of the District.

- c. The Method of Apportionment that details the method of calculating each parcel's proportional special benefits and annual assessment.
- d. The Annual Budget (Costs and Expenses) and the resulting assessment (Levy per benefit unit) for the fiscal year.
- e. The District Roll containing the proposed Levy for each Assessor Parcel Number within the District for Fiscal Year 2025/2026.

Section 2 The City Clerk is hereby directed to enter on the minutes of the City Council any and all modifications to the Report determined and approved by the City Council, and all such changes and/or modifications by reference are incorporated into the Engineer's Report.

Section 3 The City Council is satisfied with the Engineer's Report as presented or modified, each and all of the budget items and documents as set forth therein, and is satisfied that the annual assessments contained therein are consistent with the assessments approved by the property owners and spread in accordance with the special benefits received from the improvements pursuant to the provisions of the California Constitution Article XIID.

Section 4 The Report is hereby approved as submitted or modified and ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

Section 5 The City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation and approval of the Report as submitted or modified.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 10th day of June, 2025; motioned by _____, seconded by _____, 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: Engineer's Report – River Cove L&L for FY2025-26



City of Riverbank

River Cove Landscaping and Lighting District

2025/2026 ENGINEER'S ANNUAL LEVY REPORT

Intent Meeting: May 27, 2025
Public Hearing: June 10, 2025

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AFFIDAVIT FOR THE ENGINEER'S ANNUAL LEVY REPORT

City of Riverbank
Stanislaus County, State of California

River Cove Landscaping and Lighting District

This Report describes the District including the improvements, budgets, parcels and proposed assessments to be levied for Fiscal Year 2025/2026, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Stanislaus County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District.

The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this 27th day of May, 2025.

Willdan Financial Services
Assessment Engineer

By: _____

Tony Thrasher
Principal Consultant
District Administration Services

By: _____

Tyrone Peter
PE # C 81888



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PART I – OVERVIEW

A. INTRODUCTION

The City of Riverbank (“City”) annually levies and collects special assessments in order to maintain the improvements within the River Cove Landscaping and Lighting District (“District”). The District was formed in 1993 and is annually levied pursuant to the *Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code* (“1972 Act”). The District included all parcels within the residential development known as the River Cove subdivision and was previously referred to as the Riverbank Landscaping and Lighting District No. 1. The overall District improvements to be maintained at build out and a maximum assessment for those improvements were approved by the property owners of record when the District was formed.

This Engineer’s Annual Levy Report (“Report”) has been prepared in accordance with the provisions of *Chapter 3, Section 22622* of the 1972 Act. This Report describes the District, the improvements therein, any annexations or other modifications to the District including any substantial changes to the improvements, the method of apportionment, the boundaries of the District, and financial information including the district budgets and proposed annual assessments for Fiscal Year 2025/2026. The proposed assessments are based on the historic and estimated costs to maintain the improvements that provide a direct and special benefit to properties within the District. The costs of improvements and the annual levy including all expenditures, deficits, surpluses, revenues, and reserves are assessed to each parcel within the District proportionate to the parcel’s special benefits.

For the purposes of this Report, the word “parcel” refers to an individual property assigned its own Assessment Number by the County of Stanislaus Assessor’s Office. The County of Stanislaus Auditor/Controller uses Assessment Numbers and specific fund numbers to identify properties assessed for special district benefit assessments on the tax roll.

Pursuant to *Chapter 3*, beginning with *Section 22620* of the 1972 Act the City Council shall conduct a noticed annual public hearing to consider all public comments and written protests regarding the District. Following the annual public hearing and review of the Report, the City Council may order amendments to the Report or confirm the Report as submitted. Following final approval of the Report and confirmation of the assessments contained therein, the City Council will, by resolution, order the improvements to be made and confirm the levy and collection of assessments pursuant to *Chapter 4, Article 1*, and beginning with *Section 22640* of the 1972 Act. The assessment rate and method of apportionment described in this Report, as approved or modified by the City Council, defines the assessments to be applied to each parcel within the District for Fiscal Year 2025/2026.

The assessments as approved will be submitted to the County Auditor/Controller to be included on the property tax roll for each parcel within the District. If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the current fiscal year, a corrected parcel number and/or new parcel numbers will be

identified and resubmitted to the County. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rate contained in this Report as approved by the City Council.

B. APPLICABLE LEGISLATION

The District has been formed and is annually levied pursuant to the 1972 Act, beginning with *Section 22500*. The assessments and methods of apportionment described in this Report utilize commonly accepted assessment engineering practices and have been calculated and proportionately spread to each parcel based on the special benefits received.

Compliance with the California Constitution

All assessments described in this Report and approved by the City Council are prepared in accordance with the 1972 Act and are in compliance with the provisions of the *California Constitution Article XIID* ("Article XIID"), which was enacted with the passage of Proposition 218 in November 1996.

Pursuant to the *Article XIID Section 5*, certain existing assessments are exempt from the substantive and procedural requirements of *Article XIID Section 4* and property owner balloting for the assessments is not required until such time that the assessments are increased. Specifically, the City determined that all improvements and the annual assessments originally established for the District were part of the conditions of property development and approved by the original property owner (developer at the time of the District formation in 1993). As such, pursuant to *Article XIID Section 5(b)*, all the property owners approved the existing District assessments at the time the assessments were created (originally imposed pursuant to a 100% landowner petition). Therefore, the pre-existing assessment amount (the maximum assessment rate identified in this Report) is exempt from the procedural requirements of *Article XIID Section 4*.

The current maximum assessment rate of \$196.90 per Equivalent Dwelling Unit was originally approved by the property owners (developer) and any assessment amount less than that amount is considered an exempt assessment pursuant to *Article XIID Section 5(b)*. The proposed assessment for any fiscal year may be increased over the previous fiscal year provided the assessment rate does not exceed the maximum assessment rate of \$196.90 adopted and levied in fiscal year 1993/1994. Pursuant to the provisions of *Article XIID*, all new or increased assessments (the incremental increase) are subject to both the substantive and procedural requirements of *Article XIID Section 4*, including a property owner protest proceeding (property owner assessment balloting).

Provisions of the 1972 Act (Improvements and Services)

As generally defined, the improvements and the associated assessments for any District formed pursuant to the 1972 Act may include one or any combination of the following:

1. The installation or planting of landscaping.
2. The installation or construction of statuary, fountains, and other ornamental structures and facilities.
3. The installation or construction of public lighting facilities, including, but not limited to streetlights and traffic signals.
4. The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof; including but not limited to, grading, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
5. The installation of park or recreational improvements including, but not limited to the following:
 - a. Land preparation, such as grading, leveling, cutting and filling, sod, landscaping, irrigation systems, sidewalks, and drainage.
 - b. Lights, playground equipment, play courts and public restrooms.
6. The maintenance or servicing, or both, of any of the foregoing including the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including, but not limited to:
 - a. Repair, removal, or replacement of all or any part of any improvements;
 - b. Grading, clearing, removal of debris, the installation, repair or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities;
 - c. Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury;
 - d. The removal of trimmings, rubbish, debris, and other solid waste;
 - e. The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti;
 - f. Electric current or energy, gas, or other agent for the lighting or operation of any other improvements; and,
 - g. Water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.
7. The acquisition of land for park, recreational or open-space purposes, or the acquisition of any existing improvement otherwise authorized by the 1972 Act.

8. Incidental expenses associated with the improvements including, but not limited to:
 - a. The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;
 - b. The costs of printing, advertising, and the publishing, posting and mailing of notices;
 - c. Compensation payable to the County for collection of assessments;
 - d. Compensation of any engineer or attorney employed to render services;
 - e. Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements; and,
 - f. Costs associated with any elections held for the approval of a new or increased assessment.

PART II — PLANS AND SPECIFICATIONS

The District provides for the continued maintenance and operation of landscaping and street lighting improvements and related services and improvements within the public right-of-ways for the benefit of parcels and properties within the development known as River Cove within the City.

The District is comprised of a residential development built in several phases and consisting of two hundred forty-one (241) single-family residential parcels. The District was formed to ensure the ongoing maintenance of specific local landscaping and lighting improvements associated with this residential development and installed as a condition of developing all properties within the various subdivisions. The annual cost and expenses of providing the improvements are equitably spread among only the benefiting parcels within the District.

A. CHANGES OR MODIFICATIONS TO THE DISTRICT

Modifications to the District structure could include but are not limited to:

- Substantial changes or expansion of the improvements provided;
- Substantial changes in the service provided;
- Modifications or restructuring of the District or Zones including annexation or detachment of Zones or specific parcels;
- Revisions in the method of apportionment;
- Proposed new or increased assessments.

Some changes or modifications to the District would require the approval of the property owners within the District. No other changes or modifications to the District are proposed for Fiscal Year 2025/2026.

B. IMPROVEMENTS AUTHORIZED UNDER THE 1972 ACT

As applicable or may be applicable to this proposed District, the 1972 Act defines improvements to mean one or any combination of the following:

- The installation or planting of landscaping.
- The installation or construction of statuary, fountains, and other ornamental structures and facilities.
- The installation or construction of public lighting facilities.
- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- The maintenance or servicing, or both, of any of the foregoing.
- The acquisition of any existing improvement otherwise authorized pursuant to this section.

Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;
- The costs of printing, advertising, and the publishing, posting and mailing of notices;
- Compensation payable to the County for collection of assessments;
- Compensation of any engineer or attorney employed to render services;
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5.
- Costs associated with any elections held for the approval of a new or increased assessment.

The 1972 Act defines "Maintain" or "maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal, or replacement of all or any part of any improvement.

- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
- The removal of trimmings, rubbish, debris, and other solid waste.
- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

C. DESCRIPTION OF IMPROVEMENTS AND IMPROVEMENTS

The location, boundaries and specific improvements provided within the District are described in this section. The determination and calculation of special benefit is discussed in the Method of Apportionment and the corresponding expenses, revenues and assessments are summarized in the annual budget.

The District is located generally west of Burneyville Road, south of the Stanislaus River and north of State Highway 108 at Prestwick Drive. The District includes two hundred forty-one (241) residential parcels within the subdivision known as River Cove, identified on the Stanislaus County Assessor's Parcel Maps as:

Subdivision	Parcel Map Book	Page	Residential Lots	Total Parcels
River Cove Unit No. 2	75	48	0	3
River Cove Unit No. 2	75	47	67	68
River Cove Unit No. 3	75	50	78	78
River Cove Unit No. 4	75	52	44	45
River Cove Unit No. 5	75	54	1	2
River Cove Unit No. 6	75	55	21	21
River Cove Unit No. 7	75	56	30	31
Totals			241	248

The improvements providing benefit to parcels within the District include specific street lighting facilities and landscaped areas originally installed as part of this residential development. The improvements maintained and serviced include fifty-two (52) streetlights and approximately 12.22 acres of parkway, open space, greenbelt and park landscaping and any appurtenant facilities, services or improvements directly associated with these improvements including incidental expenses.

The fifty-two (52) streetlights are located throughout the District and the improvements may include electrical costs, maintenance, repair and replacement of the poles, lights, wires or other equipment associated with the street lights.

The landscape improvements may include street trees, turf, ground cover, shrubs, irrigation and drainage systems, playground equipment, trails and paths, entry monuments, and block walls or other fencing. The landscaped areas are within the public right-of-ways and landscaped easements and are identified as:

- **Parcel 075-047-069:** 1.43 acres of greenbelt area between River Cove Drive and the Stanislaus River; Identified as Lot C of River Cove Unit No. 2
- **Parcel Number Not Assigned:** 0.02 acres of parkway and entryway landscaping located on the north side of Briarcliff Drive and the west side of Prestwick Drive; within River Cove Unit No. 2
- **Parcel Number Not Assigned:** 0.02 acres of parkway and entryway landscaping located on the north side of Briarcliff Drive and the east side of Prestwick Drive; within River Cove Unit No. 2
- **Parcel Number Not Assigned:** 0.05 acres of parkway and entryway landscaping located on the north side of State Highway 108 and the east side of Prestwick Drive; within River Cove Unit No. 2
- **Parcel Number Not Assigned:** 0.05 acres of parkway and entryway landscaping located on the north side of State Highway 108 and the west side of Prestwick Drive; within River Cove Unit No. 2
- **Parcel 075-048-001:** 5.53 acres of park and parkway landscaped areas located south of Briarcliff Drive and east of Dunbar Lane; Identified as Lot D of River Cove Unit No. 2
- **Parcel 075-048-002:** 0.50 acres of parkway and open space landscaping south of River Cove Drive and west of Burneyville Road; Identified as Lot A of River Cove Unit No. 2
- **Parcel 075-048-003:** 0.50 acres of parkway and open space landscaping north of River Cove Drive and west of Burneyville Road; Identified as Lot B of River Cove Unit No. 2
- **Parcel 075-050-079:** 1.31 acres of greenbelt area between River Cove Drive and the Stanislaus River; Identified as Lot A of River Cove Unit No. 3
- **Parcel 075-052-045:** 0.79 acres of greenbelt area between River Cove Drive and the Stanislaus River; Identified as Lot A of River Cove Unit No. 4
- **Parcel 075-054-002:** 2.02 acres of greenbelt area between River Cove Drive and the Stanislaus River; Identified as Lot A of River Cove Unit No. 5

All improvements within the District are maintained and serviced on a regular basis. City staff will determine the frequency and specific maintenance operations required. The District assessments may fund all necessary utilities, operations, services, administration and maintenance costs associated with the improvements. The annual cost of providing the improvements within the District is spread among all benefiting parcels in proportion to the benefits received. The expenditures and assessments set forth in this Report are based upon the City's estimate of the costs associated with the improvements including all labor, personnel, equipment, materials and administrative expenses.

The park area within the District is clearly a special benefit to the properties and property owners within the District. Because of the Park's size and location it provides no benefit to parcels outside the District or to the public at large and therefore the entire cost of

maintaining this park could be assessed to parcels within the District. However, the City currently funds the maintenance of all parks within the City of Riverbank from the General Fund. Therefore, the District budget includes a General Fund Contribution to offset the costs associated with maintaining the Park area.

PART III — METHOD OF APPORTIONMENT

A. GENERAL

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements, which include the construction, maintenance, and servicing of public lights, landscaping, parks, open space areas and appurtenant facilities. The 1972 Act requires that the cost of these improvements be levied according to benefit rather than assessed value:

“The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.”

The formula used for calculating all assessments for this District reflects the composition of the parcels, and the improvements and services provided, to fairly apportion the costs based on benefit to each parcel.

In addition, pursuant to *Article XIID Section 4*, a parcel’s assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel and provides that only special benefits are assessable and the District must separate the general benefits from the special benefits. The general benefit portion of the improvement costs have been estimated by the City and are shown as a General Benefit Contribution in the District Budget section of this Report.

B. BENEFIT ANALYSIS

Each of the improvements and their associated costs has been carefully reviewed by the City and the corresponding assessments have been proportionately spread to each parcel based on special benefits received from the improvements. The installation of the improvements and approval of an annual assessment were part of the conditions of property development and approved by the original property owner (developer). As such, pursuant to *Article XIID Section 5b*, all the property owners approved the maximum assessment amount identified in this Report at the time the assessment was created (originally imposed pursuant to a 100% landowner petition). Therefore the existing maximum assessment amount of \$196.90 is not subject to the procedural requirements of *Article XIID Section 4* (property owner ballot proceedings). Although the current assessment does not require additional property owner approval (unless increased), the improvements within the District clearly provide a special benefit to the parcels assessed and therefore, the existing assessments are in compliance with the substantive requirements of *Article XIID Section 4*.

Special Benefits — The method of apportionment (assessment methodology) is based on the premise that each of the assessed parcels within the District receives benefit from the improvements maintained and financed by annual assessments. Specifically, the assessments are for the maintenance of local street lighting and landscaped improvements installed as part of the original improvement. The desirability and security of properties within the District are enhanced by the presence of street lighting and well-maintained landscaping in close proximity to those properties.

The special benefits associated with the local landscaping improvements are specifically:

- Enhanced desirability of properties through association with the improvements;
- Improved aesthetic appeal of properties within the Zones providing a positive representation of the area;
- Enhanced adaptation of the urban environment within the natural environment from adequate green space and landscaping;
- Environmental enhancement through improved erosion resistance, and dust and debris control;
- Increased sense of pride in ownership of property within the District resulting from well-maintained improvements associated with the properties;
- Reduced criminal activity and property-related crimes (especially vandalism) against properties in the District through well-maintained surroundings and amenities including abatement of graffiti;
- Enhanced environmental quality of the parcels within the Zones by moderating temperatures, providing oxygenation and attenuating noise.

The special benefits of street lighting are the convenience, safety, and security of property, improvements, and goods. Specifically:

- Enhanced deterrence of crime and the aid to police protection;
- Increased nighttime safety on roads and highways;
- Improved ability of pedestrians and motorists to see;
- Improved ingress and egress to property;
- Reduced vandalism and other criminal acts and damage to improvements or property;
- Improved traffic circulation and reduced nighttime accidents and personal property loss;

- Increased promotion of business during nighttime hours in the case of commercial properties;

All of the preceding special benefits contribute to a specific enhancement and desirability of each of the assessed parcels within the District.

C. ASSESSMENT METHODOLOGY

Equivalent Dwelling Units: To assess benefits equitably, it is necessary to correlate the different type of parcels within the District to each other as well as their relationship to the improvements. The Equivalent Dwelling Unit method of apportioning benefit is typically seen as the most appropriate and equitable assessment methodology for districts formed under the 1972 Act, as the benefit to each parcel from the improvements are typically apportioned as a function of land use type, size and development.

The Equivalent Dwelling Unit method of assessment apportionment uses the single-family home site as the basic unit of assessment. A single-family home site equals one Equivalent Dwelling Unit (“EDU”). Every other land use is typically converted to EDU based on an assessment formula that equates the property’s specific development status, type of development (land use), and size of the property, as compared to a single-family home site. Although the EDU method of apportionment is an appropriate method of calculating each parcel’s benefit, it should be noted that all properties within this District are identified as single-family home sites and therefore benefit equally with each parcel assigned 1.0 EDU.

The following formulas are used to calculate the annual assessments. The Balance to Levy represents the total amount to be collected through the annual assessments. The Levy per EDU (Assessment Rate) is the result of dividing the total Balance to Levy by the total District EDU. This Assessment Rate multiplied by each parcel’s individual EDU determines each parcel’s levy amount.

Total Balance to Levy / Total EDU = Levy per EDU (also called Assessment Rate)

Assessment Rate x Parcel’s EDU = Parcel’s Levy Amount

Or more simply stated, since all District parcels are 1 EDU:

Total Balance to Levy / Total Assessable Parcels in Zone = Parcel Levy Amount

PART IV — 2025/2026 DISTRICT BUDGET

River Cove Landscaping and Lighting District	Total District
DIRECT COSTS	
Landscape Maintenance	\$21,900
Utilities	4,300
Repairs/Abatement	10,000
Street Lighting	0
Miscellaneous/Materials/Equipment	0
Direct Costs (Subtotal)	\$36,200
ADMINISTRATION COSTS	
City Administration & Overhead	\$3,470
District Administration	3,399
County Administration Fee	50
Administration Costs (Subtotal)	\$6,919
LEVY BREAKDOWN	
Total Direct and Admin. Costs	\$43,119
Reserve Collection/ (Transfer)	4,333
Contribution Replenishment	0
Other Revenues/General Fund Contribution	0
CIP Collection/(Transfer)	0
Balance to Levy	\$47,452
DISTRICT STATISTICS	
Total Parcels	248
Total Parcels Levied	241
Total Equivalent Dwelling Units (EDU)	241.00
Assessment Rate (Levy Per EDU)	\$196.90
Maximum Assessment Rate Approved	\$196.90
FUND BALANCE INFORMATION	
Beginning Reserve Fund Balance (Estimated)	\$23,483
Reserve Fund Activity	4,333
Ending Reserve Fund Balance (Projected)	\$27,816
Beginning Capital Improvement Fund	\$0
Collections/(Transfers)	0
Capital Improvement Expenditures	0
Ending Capital Improvement Fund	\$0

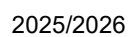
PART V — DISTRICT DIAGRAMS

The original assessment diagrams and tract maps for the District were previously approved and submitted to the City in the format required by the 1972 Act. These diagrams are on file in the Office of the City Clerk and by reference are made part of this Report.

The boundaries for the District are contiguous with the boundaries of the River Cove subdivision and defined as the corresponding parcels identified on the Stanislaus County Assessor's Map. The parcel identification, lines, and dimensions of each parcel within the District are those lines and dimensions shown on the Stanislaus County Assessor's Map for the year in which this Report was prepared and by reference are incorporated and made part of this Report.

The following pages are reproductions of the County Assessor's Parcel Map associated with the District.

WILLDAN
Financial Services



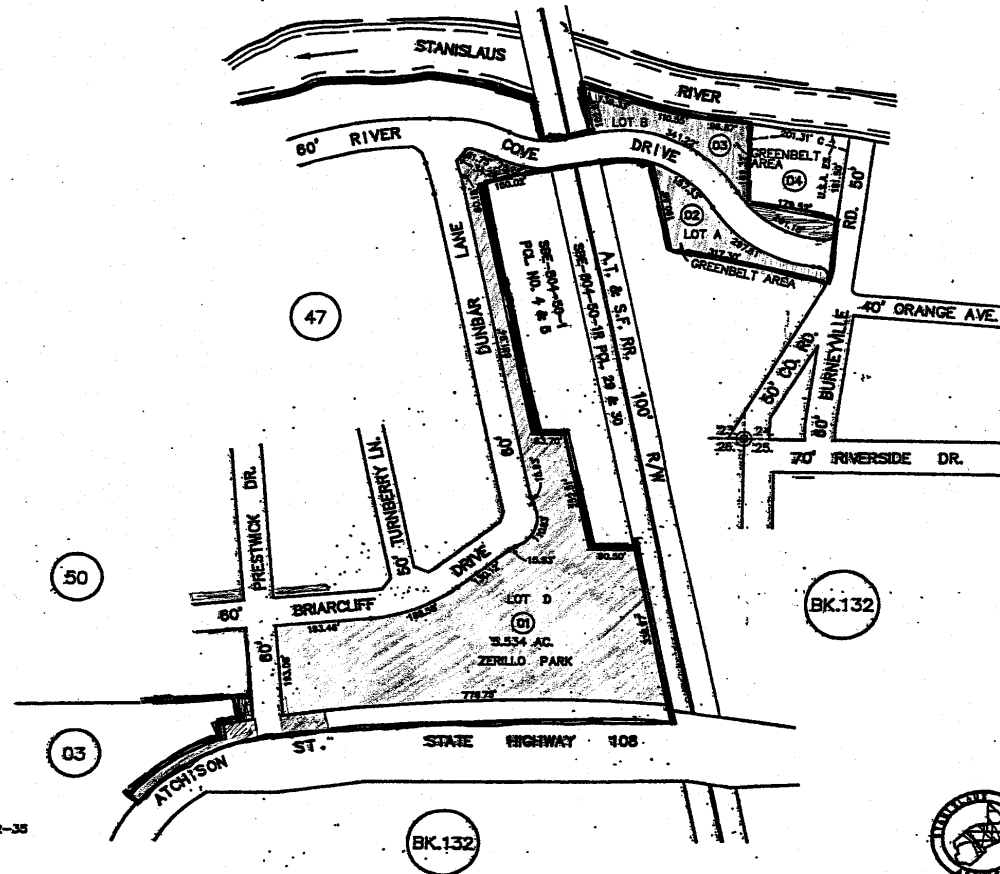
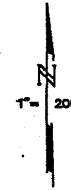
**City of Riverbank
Landscape and Lighting District No. 1
River Cove Subdivision
Assessor's Parcel Map and Improvement Diagram**

 Landscaped Areas Shaded

POR. SECTIONS 23,24 & 25 T.2S. R.9E. M.D.B.& M.
RIVER COVE NO.2 LOT A, B & D (36-27)

006 035 75 - 48
006 065

THIS MAP FOR
ASSESSMENT PURPOSES ONLY



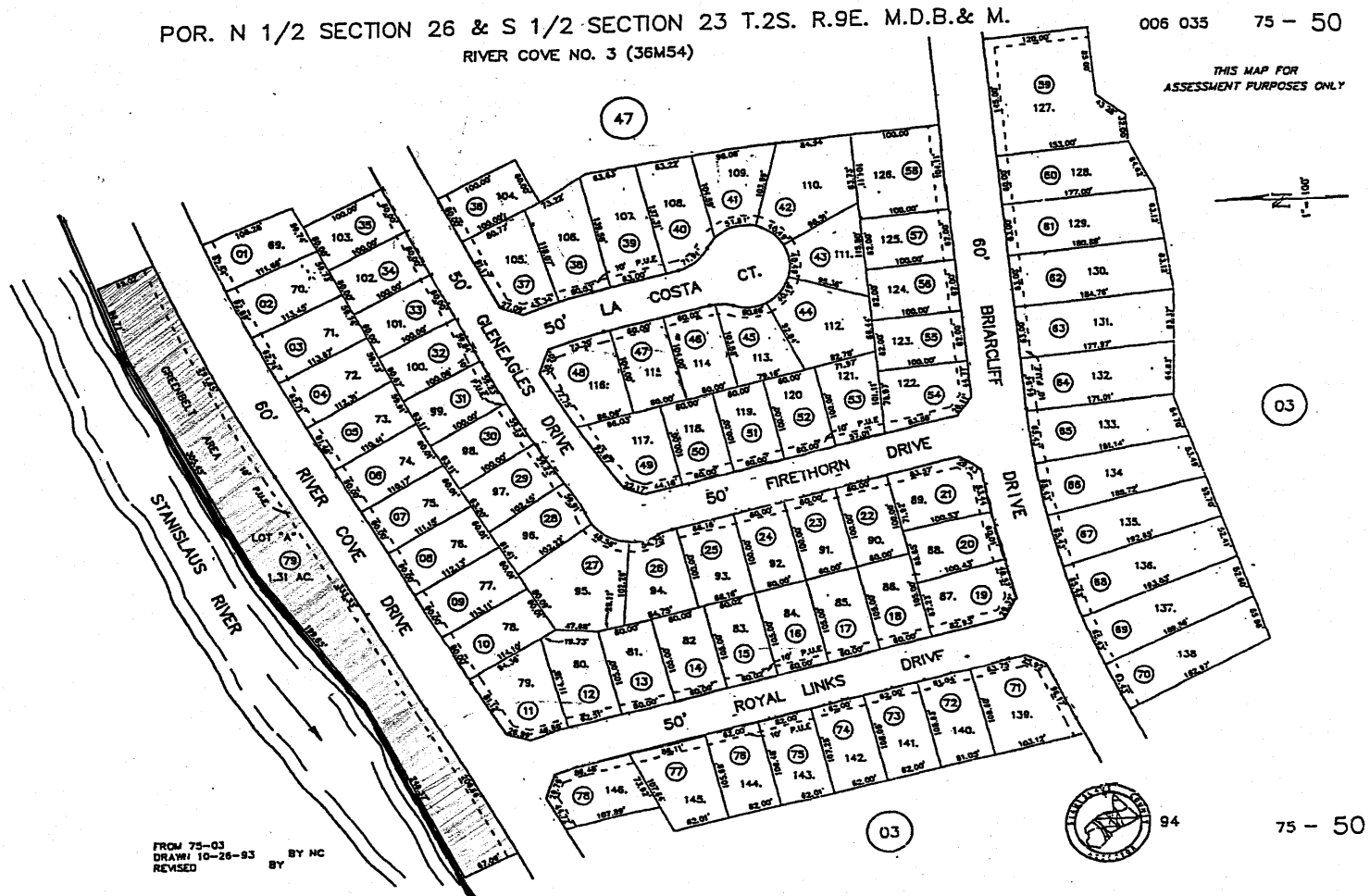
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DRAWN 1-15-83 BY NC
REVISED BY



75 - 48

**City of Riverbank
Landscape and Lighting District No. 1
River Cove Subdivision
Assessor's Parcel Map and Improvement Diagram**

 Landscaped Areas Shaded



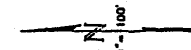
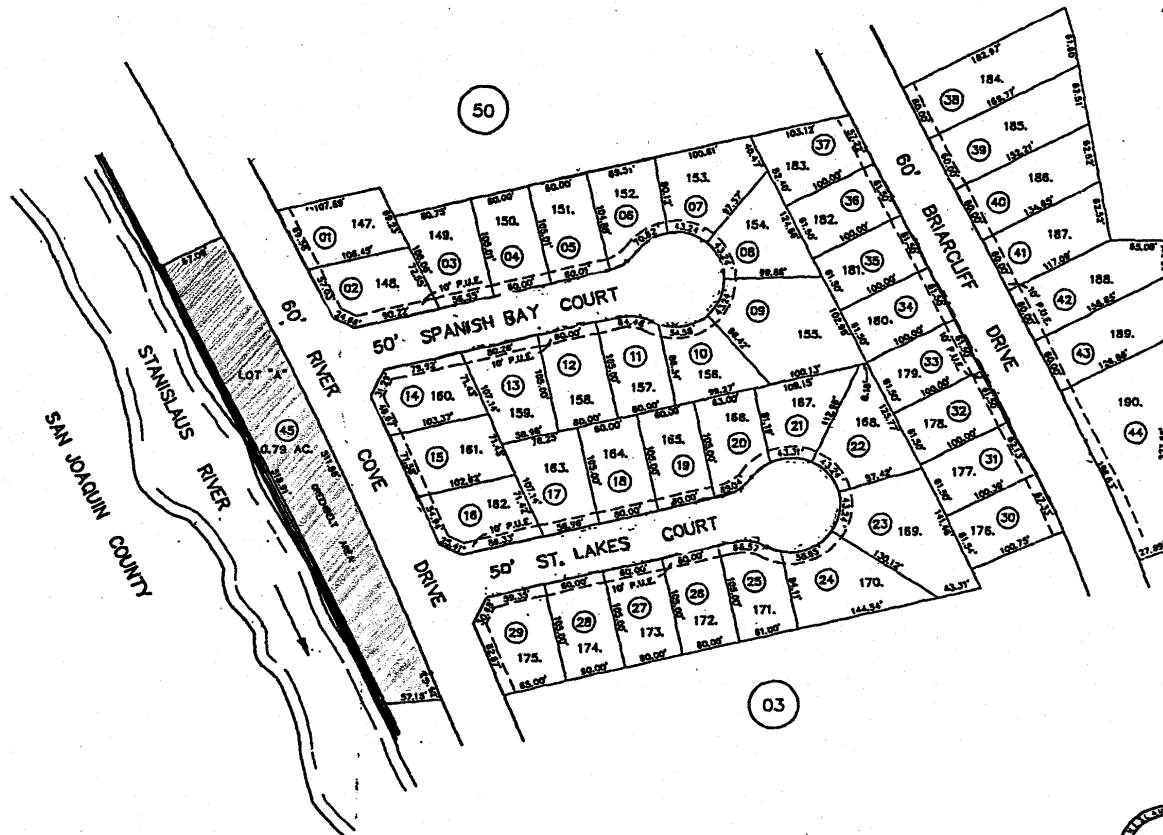
**City of Riverbank
Landscape and Lighting District No. 1
River Cove Subdivision
Assessor's Parcel Map and Improvement Diagram**

 Landscaped Areas Shaded

POR. N 1/2 SEC. 23 & S 1/2 SEC. 26 T.2S. R.9E. M.D.B.& M.
RIVER COVE NO.4 (37M14)

006 035 75 - 52

THIS MAP FOR
ASSESSMENT PURPOSES ONLY



FROM 75-03
DRAWN 4-19-93 BY NC
REVISED BY



96

75 - 52

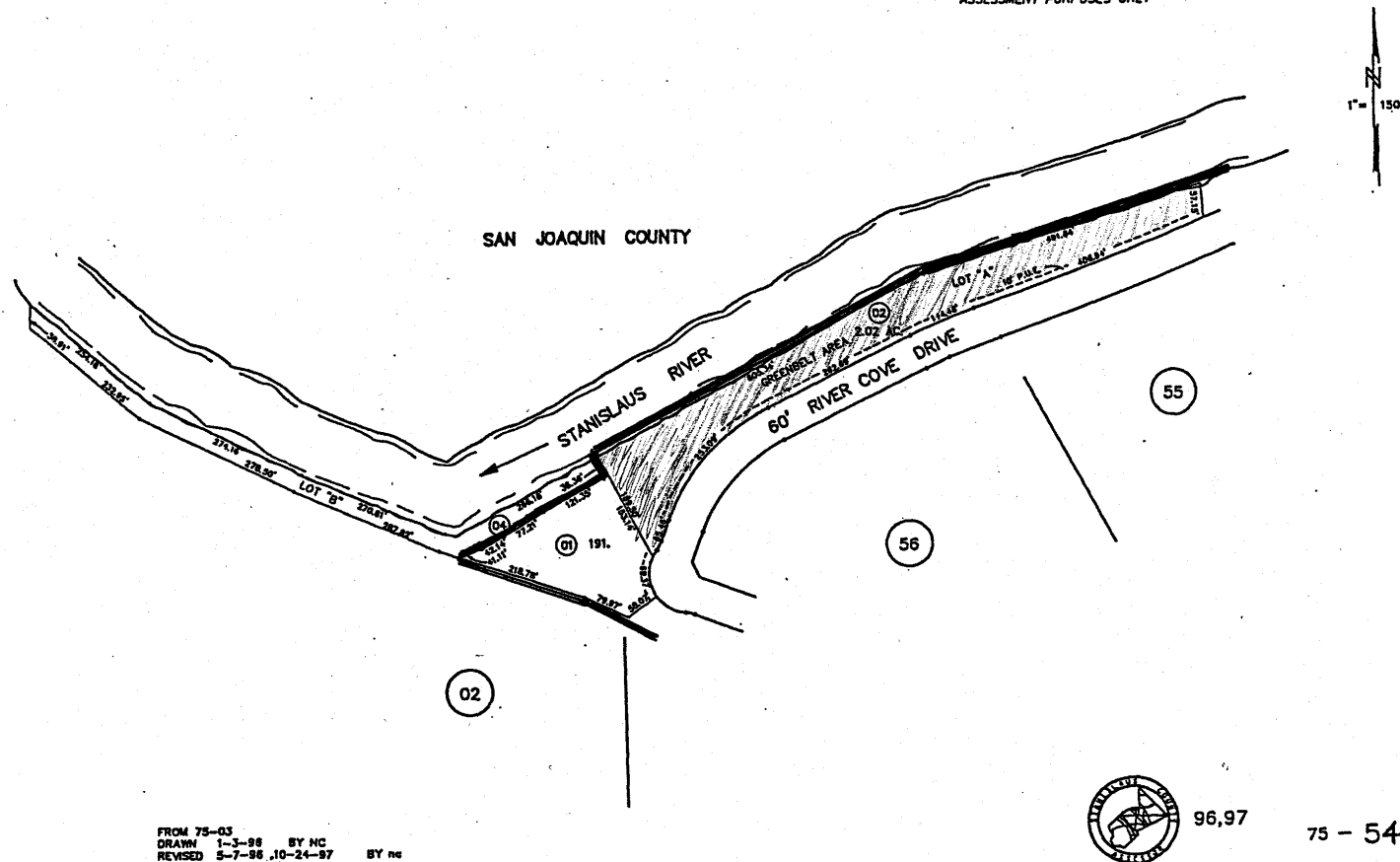
**City of Riverbank
Landscape and Lighting District No. 1
River Cove Subdivision
Assessor's Parcel Map and Improvement Diagram**

 Landscaped Areas Shaded

POR. N 1/2 SECTION 26 T.2S. R.9E. M.D.B. & M.
RIVER COVE NO.5 (37M26)

006 035 75 - 54

THIS MAP FOR
ASSESSMENT PURPOSES ONLY

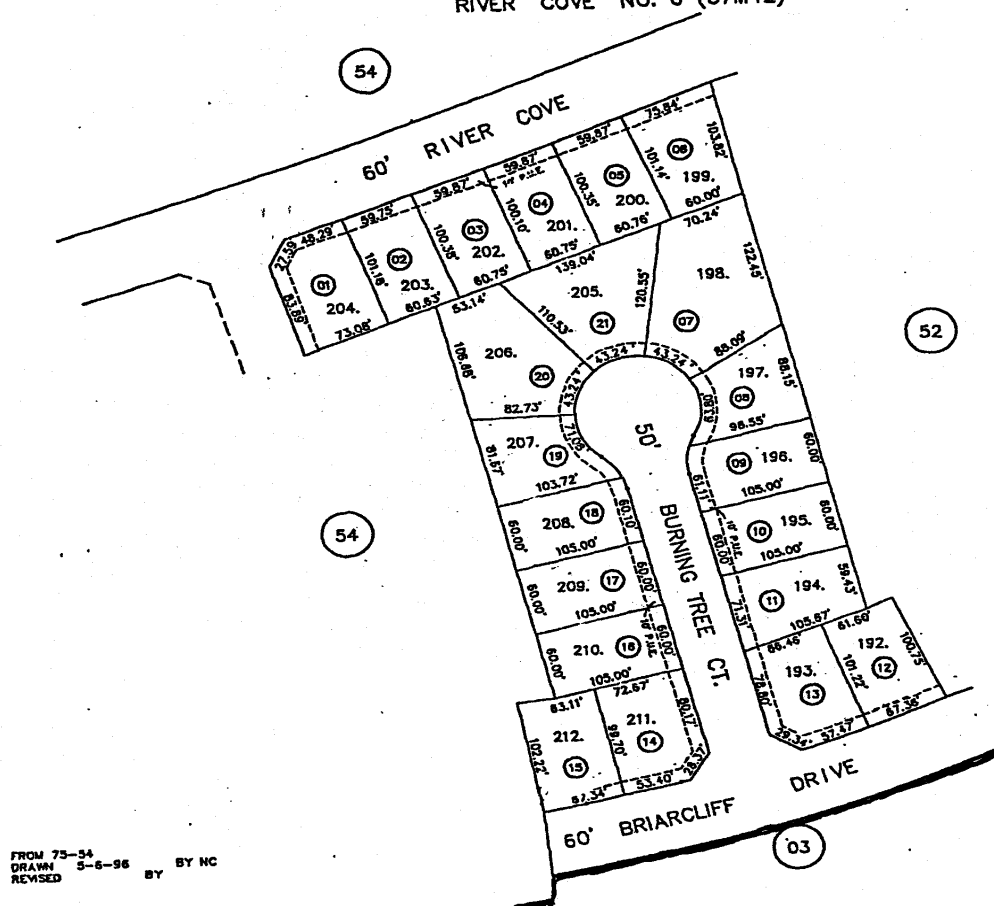
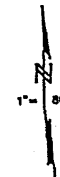


**City of Riverbank
Landscape and Lighting District No. 1
River Cove Subdivision
Assessor's Parcel Map and Improvement Diagram**

POR. N 1/2 SECTION 26 T.2S. R.9E. M.D.B.& M.
RIVER COVE NO. 6 (37M42)

006 035 75 - 55

THIS MAP FOR
ASSESSMENT PURPOSES ONLY



FROM 75-54
DRAWN 5-6-96 BY NC
REVISED BY



97

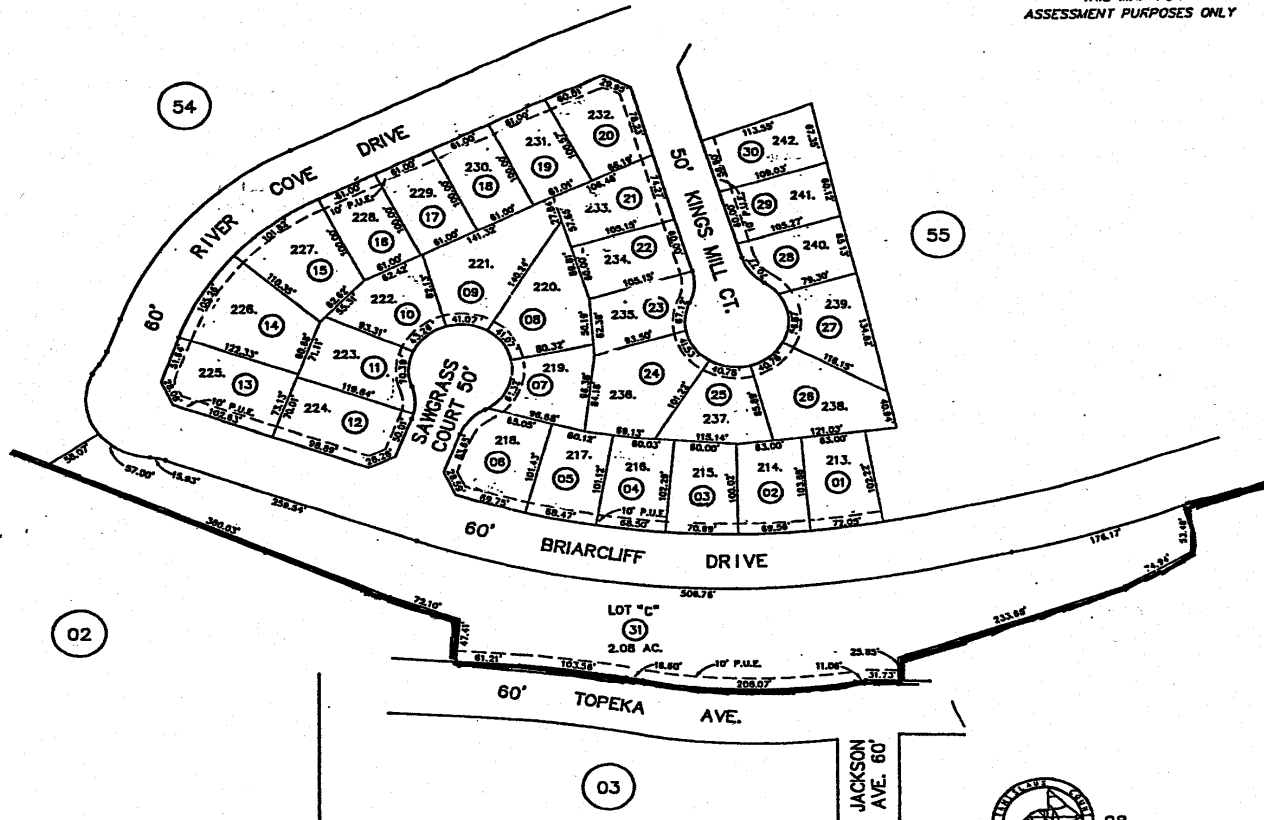
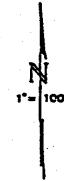
75 - 55

**City of Riverbank
Landscape and Lighting District No. 1
River Cove Subdivision
Assessor's Parcel Map and Improvement Diagram**

POR. N 1/2 SECTION 26 T.2S. R.9E. M.D.B.& M.
RIVER COVE PHASE NO.7 (37M76)

006 035 75 - 56

THIS MAP FOR
ASSESSMENT PURPOSES ONLY



FROM 75-34
DRAWN 10-24-97 BY NC
REVISED BY



75 - 56

PART VI — 2025/2026 ASSESSMENT ROLL

Parcel identification, for each lot or parcel within the District, shall be the parcel as shown on the Stanislaus County Assessor's map for the year in which this Report is prepared.

A listing of parcels assessed within this District, along with the assessment amounts, is included on the following pages. If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the current fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor/Controller. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rate approved in this Report. Therefore, if a single parcel has changed to multiple parcels, the assessment amount applied to each of the new parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment.

Non-assessable lots or parcels include areas of public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, open space areas and right-of-ways including public greenbelts and parkways; utility right-of-ways; common areas; landlocked parcels, small parcels vacated by the County, bifurcated lots, and any other property that cannot be developed or has specific development restrictions. These types of parcels are considered to receive little or no benefit from the improvements and are therefore exempted from assessment.

APN	EDU	Charge
075-047-001-000	1.0	\$196.90
075-047-002-000	1.0	196.90
075-047-003-000	1.0	196.90
075-047-004-000	1.0	196.90
075-047-005-000	1.0	196.90
075-047-006-000	1.0	196.90
075-047-007-000	1.0	196.90
075-047-008-000	1.0	196.90
075-047-009-000	1.0	196.90
075-047-010-000	1.0	196.90
075-047-011-000	1.0	196.90
075-047-012-000	1.0	196.90
075-047-013-000	1.0	196.90
075-047-014-000	1.0	196.90
075-047-015-000	1.0	196.90
075-047-016-000	1.0	196.90
075-047-017-000	1.0	196.90
075-047-018-000	1.0	196.90
075-047-019-000	1.0	196.90

APN	EDU	Charge
075-047-020-000	1.0	196.90
075-047-021-000	1.0	196.90
075-047-022-000	1.0	196.90
075-047-023-000	1.0	196.90
075-047-024-000	1.0	196.90
075-047-025-000	1.0	196.90
075-047-026-000	1.0	196.90
075-047-027-000	1.0	196.90
075-047-028-000	1.0	196.90
075-047-029-000	1.0	196.90
075-047-030-000	1.0	196.90
075-047-031-000	1.0	196.90
075-047-032-000	1.0	196.90
075-047-033-000	1.0	196.90
075-047-034-000	1.0	196.90
075-047-035-000	1.0	196.90
075-047-036-000	1.0	196.90
075-047-037-000	1.0	196.90
075-047-038-000	1.0	196.90
075-047-039-000	1.0	196.90
075-047-040-000	1.0	196.90
075-047-041-000	1.0	196.90
075-047-042-000	1.0	196.90
075-047-043-000	1.0	196.90
075-047-044-000	1.0	196.90
075-047-045-000	1.0	196.90
075-047-046-000	1.0	196.90
075-047-047-000	1.0	196.90
075-047-048-000	1.0	196.90
075-047-049-000	1.0	196.90
075-047-050-000	1.0	196.90
075-047-051-000	1.0	196.90
075-047-052-000	1.0	196.90
075-047-053-000	1.0	196.90
075-047-054-000	1.0	196.90
075-047-055-000	1.0	196.90
075-047-056-000	1.0	196.90
075-047-057-000	1.0	196.90
075-047-059-000	1.0	196.90
075-047-060-000	1.0	196.90
075-047-061-000	1.0	196.90
075-047-062-000	1.0	196.90

APN	EDU	Charge
075-047-063-000	1.0	196.90
075-047-064-000	1.0	196.90
075-047-065-000	1.0	196.90
075-047-066-000	1.0	196.90
075-047-067-000	1.0	196.90
075-047-068-000	1.0	196.90
075-050-001-000	1.0	196.90
075-050-002-000	1.0	196.90
075-050-003-000	1.0	196.90
075-050-004-000	1.0	196.90
075-050-005-000	1.0	196.90
075-050-006-000	1.0	196.90
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075-050-008-000	1.0	196.90
075-050-009-000	1.0	196.90
075-050-010-000	1.0	196.90
075-050-011-000	1.0	196.90
075-050-012-000	1.0	196.90
075-050-013-000	1.0	196.90
075-050-014-000	1.0	196.90
075-050-015-000	1.0	196.90
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075-050-018-000	1.0	196.90
075-050-019-000	1.0	196.90
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075-050-036-000	1.0	196.90

APN	EDU	Charge
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APN	EDU	Charge
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075-052-006-000	1.0	196.90
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075-052-040-000	1.0	196.90
075-052-041-000	1.0	196.90
075-052-042-000	1.0	196.90

APN	EDU	Charge
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075-052-044-000	1.0	196.90
075-054-001-000	1.0	196.90
075-055-001-000	1.0	196.90
075-055-002-000	1.0	196.90
075-055-003-000	1.0	196.90
075-055-004-000	1.0	196.90
075-055-005-000	1.0	196.90
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075-055-009-000	1.0	196.90
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075-056-009-000	1.0	196.90
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075-056-014-000	1.0	196.90
075-056-015-000	1.0	196.90
075-056-016-000	1.0	196.90
075-056-017-000	1.0	196.90
075-056-018-000	1.0	196.90

APN	EDU	Charge
075-056-019-000	1.0	196.90
075-056-020-000	1.0	196.90
075-056-021-000	1.0	196.90
075-056-022-000	1.0	196.90
075-056-023-000	1.0	196.90
075-056-024-000	1.0	196.90
075-056-025-000	1.0	196.90
075-056-026-000	1.0	196.90
075-056-027-000	1.0	196.90
075-056-028-000	1.0	196.90
075-056-029-000	1.0	196.90
075-056-030-000	1.0	196.90
Total	241.0	\$47,452.90

*Total may differ from budget due to rounding.

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 10.5

SECTION 10: PUBLIC HEARING

Meeting Date: June 10, 2025

Subject/ Title: Sierra Vista Estates Landscaping & Lighting District:

- 1) Resolution of the City Council of the City of Riverbank, California, Amending and/or Approving the Engineer's Report for the Sierra Vista Estates Landscaping and Lighting District; and the Levy and Collection of Annual Assessments Related Thereto for Fiscal Year 2025/2026.**
- 2) Resolution of the City Council of the City of Riverbank, California Ordering the Levy and Collection of Annual Assessments for the Sierra Vista Estates Landscaping and Lighting District; for Fiscal Year 2025/2026.**

From: Marisela H. Garcia, City Manager

Submitted by: Kathleen Cleek, Capital Projects/Regulatory Compliance Manager

RECOMMENDATION

It is recommended that the City Council adopt Resolutions amending and/or approving the Engineer's Report and ordering the levy and collection of annual assessments for the Sierra Vista Estates Landscaping and Lighting District for Fiscal Year 2025/2026.

SUMMARY

The City of Riverbank annually levies and collects special assessments for landscape maintenance, capital improvements, and street lighting. The District was formed in Fiscal Year 2000/2001 and is levied annually pursuant to the Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code ("1972 Act"). The District includes all parcels within the residential development known as the Sierra Vista Estates.

The Engineer's Annual Levy Report for Fiscal Year 2025/2026 has been prepared in accordance with the provisions of Chapter 3, Section 22622 of the 1972 Act. The report details the improvements and financial information including the district budgets and proposed annual assessments. The costs of improvements and the annual levy including all expenditures, deficits, surpluses, revenues, and reserves are assessed to each parcel within the District proportionate to the parcel's special benefits. The attached resolutions

represent the second of two steps in the annual levy of assessments on the district for fiscal year 2025/2026.

The annual levy per EDU will increase from \$80.95 to \$102.00 to cover the increased maintenance costs in the new Grover Landscaping Contract, which increased last year from \$600 annually to \$2,280. The increase allows us to not dip into the reserve to cover the costs.

It is recommended that the City Council adopt Resolutions amending and/or approving the Engineer's Report and ordering the levy and collection of annual assessments for the Sierra Vista Estates Landscaping and Lighting District for Fiscal Year 2025/2026.

FISCAL IMPACT

The annual assessment for parcels in the Sierra Vista Estates Landscape and Lighting District for Fiscal Year 2025/2026 is as follows:

	<u>FY 24/25</u>	<u>FY 25/26</u>	<u>Change in Assessment</u>
Annual Parcel Assessments	\$80.95	\$102.00	\$21.05

Costs for the district are paid through assessments upon property owners within the District; hence, there is no fiscal impact to the City.

ATTACHMENTS

1. (2) Resolutions
2. Engineer's Annual Levy Report Sierra Vista Estates Landscape and Lighting District Fiscal Year 2025/2026

CITY OF RIVERBANK

RESOLUTION 2025-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ANNUAL
ASSESSMENTS FOR THE SIERRA VISTA ESTATES LANDSCAPING AND
LIGHTING DISTRICT FOR THE FISCAL YEAR 2025/2026**

**THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA (HEREAFTER
REFERRED TO AS THE “CITY COUNCIL”) DOES RESOLVE AS FOLLOWS:**

WHEREAS, the City Council, desires to levy and collect annual assessments against parcels of land within said territory designated as “**Sierra Vista Estates Landscaping and Lighting District**” (hereafter referred to as the “District”) for Fiscal Year 2025/2026 to pay the costs and expenses of operating, maintaining and servicing the improvements and appurtenant facilities related thereto, pursuant to the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (hereafter referred to as the “Act”); and,

WHEREAS, the City Council did by previous resolutions initiate proceedings and declare its intention to levy and collect the annual assessments for the District for the purpose of operating, maintaining and servicing the improvements related thereto, pursuant to the Act; and,

WHEREAS, the Engineer selected by the City Council has prepared and filed with the City Clerk, and the City Clerk has presented to the City Council an Engineer’s Report that describes the District and assessments against parcels of land within the District for the Fiscal Year commencing July 1, 2025, and ending June 30, 2026, pursuant to the provisions of the Act; and,

WHEREAS, the City Council following notice duly given, has held a full and fair Public Hearing on June 10, 2025 regarding the District, the Engineer’s Report prepared in connection therewith, and considered all oral and written statements, protests and communications made or filed by interested persons regarding these matters, pursuant to the Act.

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY
THE CITY COUNCIL OF THE SIERRA VISTA ESTATES LANDSCAPING AND
LIGHTING DISTRICT AS FOLLOWS:**

Section 1 The City Council upon the conclusion of the noticed Public Hearing finds that a written majority protest does not exist, pursuant to the provisions of the Act (Chapter 2, Article 1, Sections 22593 and 22594).

Section 2 The City Council desires to levy and collect assessments against parcels of land within the District for the fiscal year commencing July 1, 2025 and ending June 30, 2026, to pay the costs and expenses of operating, maintaining and servicing the landscaping, lighting and appurtenant facilities located within public places within the District.

Section 3 The City Council has carefully reviewed and examined the Engineer's Report in connection with the District, and the levy and collection of assessments. Based upon its review (and amendments, as applicable) of the Engineer's Report, a copy of which has been presented to the City Council and which has been filed with the City Clerk, the City Council hereby finds and determines that:

- a. The territory of land within the District will receive special benefits from the operation, maintenance and servicing of the landscaping, lighting and appurtenant facilities and improvements related thereto;
- b. The District includes all of the lands so benefited; and,
- c. The net amount to be assessed upon the lands within the District, in accordance with the proposed budget for the fiscal year commencing July 1, 2025 and ending June 30, 2026, is apportioned by a formula and method which fairly distributes the net amount among all eligible parcels in proportion to the special benefits to be received by each parcel from the improvements and services and is satisfied that the assessments are levied without regard to property valuation.

Section 4 The City Council finds the assessments as outlined in the Engineer's Report are in compliance with the provisions of California Constitution Article XIID.

Section 5 The Engineer's Report and assessments as presented to the City Council and on file in the office of the City Clerk are hereby confirmed as filed.

Section 6 The City Council hereby orders the District improvements to be made, which improvements are briefly described as the operation, administration, maintenance and servicing of all public landscaping and lighting improvements and appurtenant facilities and expenses associated with the District that were installed as part of property development within the District and that will be maintained by the City of Riverbank or their designee and all such maintenance, operation and servicing of the landscaping and lighting and all appurtenant facilities shall be performed pursuant to the "Act", namely:

- Landscaped slopes, entryways, or other landscaped areas directly associated with the properties within the District;

- Parkway and perimeter landscaping adjacent to the District boundaries associated with the residential subdivision and dedicated and accepted by the City of Riverbank for maintenance;
- Public lighting facilities including street lighting, and landscape lighting within public areas;
- All appurtenant facilities, equipment, materials and utilities related to the aforementioned improvements.

Section 7 The City Clerk, or their designate, is hereby authorized and directed to file the levy with the County Auditor upon adoption of this Resolution pursuant to *Chapter 4, Article 1, Section 22641* of the Act.

Section 8 The County Auditor of Stanislaus shall enter on the County Assessment Roll opposite each parcel of land the amount of levy, and such levies shall be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the levy shall be paid to the City Treasurer.

Section 9 The City Treasurer shall deposit all money representing assessments collected by the County for the District to the credit of a fund for the “Sierra Vista Estates Landscaping and Lighting District”, and such money shall be expended only for the maintenance, operation and servicing of the landscaping and lighting improvements and appurtenant facilities as described in Section 6.

Section 10 The adoption of this Resolution constitutes the District levy for the Fiscal Year commencing July 1, 2025 and ending June 30, 2026.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 10th day of June, 2025; motioned by _____, seconded by _____, 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

CITY OF RIVERBANK

RESOLUTION 2025-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S REPORT FOR
THE SIERRA VISTA ESTATES LANDSCAPING AND LIGHTING DISTRICT; AND
THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS RELATED THERETO
FOR FISCAL YEAR 2025/2026**

**THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA (HEREAFTER
REFERRED TO AS THE "CITY COUNCIL") DOES RESOLVE AS FOLLOWS:**

WHEREAS, the City Council, pursuant to the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (hereafter referred to as the "Act"), did by previous Resolution order the Engineer, Willdan Financial Services, to prepare and file a Report in connection with the **"Sierra Vista Estates Landscaping and Lighting District"** (hereafter referred to as the "District") and the proposed levy and collection of annual assessments against parcels of land for the fiscal year commencing July 1, 2025 and ending June 30, 2026; and,

WHEREAS, the Engineer has prepared and filed with the City Clerk of the City of Riverbank, California and the City Clerk has presented to the City Council such report entitled **"Engineer's Annual Levy Report for Sierra Vista Estates Landscaping and Lighting District, Fiscal Year 2025/2026"** as required by the Act; and,

WHEREAS, the City Council pursuant to the provisions of *Chapter 2, Article 1, Section 22586* of said Act may approve the report, as filed, or may modify the report in any particular and approve it as modified; and,

WHEREAS, the City Council has carefully examined and reviewed the Report as presented, considered all oral and written comments presented with respect to the District and Report at a noticed Public Hearing and has discussed any necessary or desired modifications to the Report.

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY
THE CITY COUNCIL FOR THE SIERRA VISTA ESTATES LANDSCAPING AND
LIGHTING DISTRICT AS FOLLOWS:**

Section 1 The Report as presented or as modified, contains the following:

- a. A Description of Improvements.
- b. A Diagram of the District.

- c. The Method of Apportionment that details the method of calculating each parcel's proportional special benefits and annual assessment.
- d. The Annual Budget (Costs and Expenses) and the resulting assessment (Levy per benefit unit) for the fiscal year.
- e. The District Roll containing the proposed Levy for each Assessor Parcel Number within the District for Fiscal Year 2025/2026.

Section 2 The City Clerk is hereby directed to enter on the minutes of the City Council any and all modifications to the Report determined and approved by the City Council, and all such changes and/or modifications by reference are incorporated into the Engineer's Report.

Section 3 The City Council is satisfied with the Engineer's Report as presented or modified, each and all of the budget items and documents as set forth therein, and is satisfied that the annual assessments contained therein are consistent with the assessments approved by the property owners and spread in accordance with the special benefits received from the improvements pursuant to the provisions of the California Constitution Article XIID.

Section 4 The Report is hereby approved as submitted or modified and ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

Section 5 The City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation and approval of the Report as submitted or modified.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 10th day of June, 2025; motioned by _____, seconded by _____, 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: Engineer's Report – Sierra Vista Estates L&L for FY2025-26



City of Riverbank

Sierra Vista Estates Landscaping and Lighting District (No. 2000-01)

2025/2026 ENGINEER'S ANNUAL LEVY REPORT

Intent Meeting: May 27, 2025
Public Hearing: June 10, 2025

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Suite 200
Temecula, CA 92590
T 951.587.3500 | 800.755.6864
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AFFIDAVIT FOR THE ENGINEER'S ANNUAL LEVY REPORT

City of Riverbank
Stanislaus County, State of California

Sierra Vista Estates Landscaping and Lighting District

This Report describes the District including the improvements, budgets, parcels and assessments to be levied for Fiscal Year 2025/2026 as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Stanislaus County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District.

The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this 27th day of May, 2025.

Willdan Financial Services
Assessment Engineer

By: _____

Tony Thrasher
Principal Consultant
District Administration Services

By: _____

Tyrone Peter
PE # C 81888



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PART I – OVERVIEW

A. INTRODUCTION

The City of Riverbank (“City”) annually levies and collects special assessments in order to maintain the improvements within the Sierra Vista Estates Landscaping and Lighting District (“District”). The District was formed in Fiscal Year 2000/2001 and is annually levied pursuant to the *Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code* (the “1972 Act”) and in compliance with the substantive and procedural requirements of the *California Constitution Article XIID* (“Article XIID”). The District includes all parcels within the residential development known as Sierra Vista Estates and was previously referred to as the Riverbank Landscaping and Lighting District No. 2000-01.

This Engineer’s Annual Levy Report (“Report”) has been prepared in accordance with the provisions of *Chapter 3, Section 22622* of the 1972 Act. This Report describes the District, the improvements therein, any annexations or other modifications to the District including any substantial changes to the improvements, the method of apportionment, the boundaries of the District, and financial information including the district budgets and proposed annual assessments for Fiscal Year 2025/2026. The proposed assessments are based on the historic and estimated costs to maintain the improvements that provide a direct and special benefit to properties within the District. The costs of improvements and the annual levy including all expenditures, deficits, surpluses, revenues, and reserves are assessed to each parcel within the District proportionate to the parcels’ special benefits.

For the purposes of this Report, the word “parcel” refers to an individual property assigned its own Assessment Number by the County of Stanislaus Assessor’s Office. The County of Stanislaus Auditor/Controller uses Assessment Numbers and specific Fund Numbers to identify properties assessed on the tax roll for special district benefit assessments.

Pursuant to *Chapter 3*, beginning with *Section 22620* of the 1972 Act, the City Council shall conduct a noticed annual public hearing to consider all public comments and written protests regarding the District. Following the annual public hearing and review of the Engineer’s Annual Levy Report, the City Council may order amendments to the Report or confirm the Report as submitted. Following final approval of the Report and confirmation of the assessments contained therein, the City Council will, by resolution, order the improvements to be made and confirm the levy and collection of assessments pursuant to *Chapter 4, Article 1*, and beginning with *Section 22640* of the 1972 Act. The assessment rate and method of apportionment described in this Report, as approved following approval of or modification by the City Council, defines the assessments to be applied to each parcel within the District for Fiscal Year 2025/2026.

The assessments as approved will be submitted to the County Auditor/Controller to be included on the property tax roll for each parcel within the District. If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number

for the current fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rate contained in this Report as approved by the City Council.

B. APPLICABLE LEGISLATION

The District has been formed and is annually levied pursuant to the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code, beginning with Section 22500*. The assessments and methods of apportionment described in this Report utilize commonly accepted assessment engineering practices and have been calculated and proportionately spread to each parcel based on the special benefits received.

Compliance with the Current Legislation

All assessments described in this Report and approved by the City Council are prepared in accordance with the 1972 Act and are in compliance with the provisions of the *Article XIID*, which was established through the passage of Proposition 218 in November 1996.

This District was formed after the passage of Proposition 218 and the assessments contained herein were established and approved pursuant to the provisions of the *Article XIID Section 4*. Specifically, parcels within the District are assessed for only the reasonable cost of the proportional special benefit conferred on those parcels pursuant to *Article XIID Section 4 (a)*; and the assessments and assessment range formula described in this Report were approved by the property owners at the time of formation through a property owner protest ballot proceeding pursuant to *Article XIID Section 4 (c, d & e)*.

Briefly, the assessment range formula states that the maximum assessment initially approved by the property owners may be increased each year by 3.0% to establish an adjusted maximum assessment each year. This adjusted maximum assessment is calculated independently from the actual assessment approved each fiscal year. The proposed assessment for the current fiscal year may be less than or equal to the maximum assessment rate previously approved and adopted for the District. Any proposed assessment that exceeds the adjusted maximum assessment rate is considered an increased assessment. Pursuant to the provisions of *Article XIID*, all new or increased assessments (the incremental increase) are subject to both the substantive and procedural requirements of *Article XIID Section 4*, including a property owner protest proceeding (property owner assessment balloting).

Provisions of the 1972 Act (Improvements and Services)

As generally defined, the improvements and the associated assessments for any District formed pursuant to the 1972 Act may include one or any combination of the following:

1. The installation or planting of landscaping;

2. The installation or construction of statuary, fountains, and other ornamental structures and facilities;
3. The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof;
4. The maintenance and/or servicing of any of the foregoing including the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including, but not limited to:
 - a. Repair, removal, or replacement of all or any part of any improvements;
 - b. Grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities;
 - c. Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury;
 - d. The removal of trimmings, rubbish, debris, and other solid waste;
 - e. The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti;
 - f. Electric current or energy, gas, or other agent for the lighting or operation of any other improvements; and,
 - g. Water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.
5. Incidental expenses associated with the improvements including, but not limited to:
 - a. The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;
 - b. The costs of printing, advertising, and the publishing, posting and mailing of notices;
 - c. Compensation payable to the County for collection of assessments;
 - d. Compensation of any engineer or attorney employed to render services;
 - e. Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements; and,
 - f. Costs associated with any elections held for the approval of a new or increased assessment.

PART II – PLANS AND SPECIFICATIONS

The District provides for the continued maintenance and operation of local landscaping, street lighting and related services and improvements within the public right-of-ways for the benefit of parcels and properties within the development known as Sierra Vista Estates within the City.

The District is comprised of a single residential development consisting of sixty-four (64) single-family residential parcels. The District was formed to ensure the ongoing maintenance of local landscaping and lighting improvements associated with this residential subdivision and installed as part of the development of properties within the subdivision. The annual cost and expenses of providing the improvements are equitably spread among only the benefiting parcels within the District.

A. CHANGES OR MODIFICATIONS TO THE DISTRICT

Modifications to the District structure could include but are not limited to:

- Substantial changes or expansion of the improvements provided;
- Substantial changes in the service provided;
- Modifications or restructuring of the District or Zones including annexation or detachment of Zones or specific parcels;
- Revisions in the method of apportionment;
- Proposed new or increased assessments.

Some changes or modifications to the District would require the approval of the property owners within the District in accordance with the provisions of *Article XIID, Section 4*. No other changes or modifications to the District are proposed for Fiscal Year 2025/2026.

B. DESCRIPTION OF THE DISTRICT

The District is located generally on the south of Reich Lane, east of Terminal Avenue, north of Van Dusen Avenue and west of Claus Road. The District includes sixty-four (64) residential parcels within the subdivision known as Sierra Vista Estates, identified on Book 75 Page 58 parcels 02 through 20, 27 through 67 and 69 through 72 of the Stanislaus County Assessor's Parcel Maps.

C. IMPROVEMENTS AUTHORIZED BY THE 1972 ACT

As applicable or may be applicable to this proposed District, the 1972 Act defines improvements to mean one or any combination of the following:

- The installation or planting of landscaping.
- The installation or construction of statuary, fountains, and other ornamental structures and facilities.

- The installation or construction of public lighting facilities.
- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- The maintenance or servicing, or both, of any of the foregoing.
- The acquisition of any existing improvement otherwise authorized pursuant to this section.

Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;
- The costs of printing, advertising, and the publishing, posting and mailing of notices;
- Compensation payable to the County for collection of assessments;
- Compensation of any engineer or attorney employed to render services;
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5.
- Costs associated with any elections held for the approval of a new or increased assessment.

The 1972 Act defines "Maintain" or "maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal, or replacement of all or any part of any improvement.
- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
- The removal of trimmings, rubbish, debris, and other solid waste.
- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

D. DESCRIPTION OF IMPROVEMENTS

The improvements providing benefit to parcels within the District include specific street lighting facilities and landscaped areas originally installed as part of this residential development. The improvements may include, but are not limited to, street lighting facilities and all-landscaping material and facilities within the District, including ground cover, shrubs, trees and plants; irrigation and drainage systems; masonry walls or other fencing, entryway monument, and associated appurtenant facilities located within the District. The landscaped areas and streetlights are identified as:

- Approximately 400 linear feet of perimeter and parkway landscaping along the east side of Terminal Avenue, north of Van Dusen Avenue (approximately 2,000 square feet).
- Screening block wall approximately 400 linear feet with a height of 9 feet that was installed as part of the development associated with the landscaping.
- Twelve streetlights throughout the development.

All improvements within the District are maintained and serviced on a regular basis. City staff will determine the frequency and specific maintenance operations required. The District assessments fund all necessary utilities, operations, services, administration and maintenance costs associated with the improvements. The annual cost of providing the improvements within the District is spread among all benefiting parcels in proportion to the benefits received. The expenditures and assessments set forth in this Report are based upon the City's estimate of the costs associated with the improvements including all labor, personnel, equipment, materials and administrative expenses.

PART III – METHOD OF APPORTIONMENT

A. GENERAL

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements which include the construction, maintenance and servicing of public lights, landscaping, and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

“The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.”

The formula used for calculating assessments in the District therefore reflects the composition of the parcels, and the improvements and services provided, to fairly apportion the costs based on estimated benefit to each parcel.

In addition, pursuant to the *Article XIID, Section 4*, a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel. *Article XIID, Section 4* provides that only special benefits are assessable and the District must separate the general benefits from the special benefits.

B. BENEFIT ANALYSIS

Each of the improvements and the associated costs has been carefully reviewed and the corresponding assessments have been proportionately spread to each parcel based on special benefits received from the improvements. The installation of the improvements was part of the conditions of property development. The property owners approved the corresponding assessments for the ongoing maintenance of the improvements at the time of formation through a property owner protest ballot proceeding pursuant to the *Article XIID, Section 4*.

Special Benefits — The method of apportionment (assessment methodology) is based on the premise that each of the assessed parcels within the District receives benefit from the improvements maintained and financed by annual assessments. Specifically, the assessments are for the maintenance of local street lighting and landscaped improvements installed as part of the original. The desirability and security of properties within the District are enhanced by the presence of street lighting and well-maintained landscaping in close proximity to those properties.

The special benefits associated with the local landscaping improvements are specifically:

- Enhanced desirability of properties through association with the improvements;
- Improved aesthetic appeal of properties within the District providing a positive representation of the area;
- Enhanced adaptation of the urban environment within the natural environment from adequate green space and landscaping;
- Environmental enhancement through improved erosion resistance and dust and debris control;
- Increased sense of pride in ownership of property within the District resulting from well-maintained improvements associated with the properties;
- Reduced criminal activity and property-related crimes (especially vandalism) against properties in the District through well-maintained surroundings and amenities including abatement of graffiti;
- Enhanced environmental quality of the parcels within the District by moderating temperatures, providing oxygenation, and attenuating noise;

The special benefits of street lighting are the convenience, safety, and security of property, improvements, and goods. Specifically:

- Enhanced deterrence of crime and the aid to police protection;
- Increased nighttime safety on roads and highways;
- Improved ability of pedestrians and motorists to see;
- Improved ingress and egress to property;
- Reduced vandalism and other criminal acts and damage to improvements or property;
- Improved traffic circulation and reduced nighttime accidents and personal property loss;
- Increased promotion of business during nighttime hours in the case of commercial properties;

All of the preceding special benefits contribute to a specific enhancement and desirability of each of the assessed parcels within the District.

General Benefits – The improvements to be provided and maintained by the District are a direct result of property development within the District and would otherwise not be required or necessary. Developers typically install local improvements to enhance the marketability and value of properties within the development and/or as conditions of development. In either case, the improvements are clearly installed for the benefit of the properties being developed and not for the benefit of surrounding properties outside the District boundaries. Although local development improvements (by virtue of their location) may be visible to surrounding properties, any benefit to surrounding properties is incidental and cannot be considered a direct and special benefit. Furthermore, most developments within the City typically have various landscaping and lighting improvements specifically associated with their development and these improvements are funded by properties within those developments. Therefore, it has been determined that the District improvements and the on-going operation and maintenance of those improvements provide no identifiable or measurable general benefit to properties outside the District or to the public at large.

C. ASSESSMENT METHODOLOGY

Equivalent Dwelling Units: To assess benefits equitably, it is necessary to correlate the different type of parcels within the District to each other as well as their relationship to the improvements. The Equivalent Dwelling Unit method of apportioning benefit is typically seen as the most appropriate and equitable assessment methodology for districts formed under the 1972 Act, as the benefit to each parcel from the improvements are typically apportioned as a function of land use type, size and development.

The Equivalent Dwelling Unit method of assessment apportionment uses the single family home site as the basic unit of assessment. A single family home site equals one (1.0) Equivalent Dwelling Unit (EDU). Every other land use is typically converted to EDUs

based on an assessment formula that includes the property's specific development status, type of development (land use), and size of the property as compared to a single family home site. Although the EDU method of apportionment is an appropriate method of calculating each parcel's benefit, it should be noted that all properties within this District are identified as single family home sites and therefore benefit equally with each parcel assigned 1.0 EDU.

The following formulas are used to calculate the annual assessments. The Balance to Levy represents the total amount to be collected through the annual assessments. The Levy per EDU (Assessment Rate) is the result of dividing the total Balance to Levy by the Total District EDU. This Assessment Rate multiplied by each parcel's individual EDU determines each parcel's levy amount.

$$\text{Total Balance to Levy} / \text{Total EDU} = \text{Levy per EDU (also called Assessment Rate)}$$

$$\text{Assessment Rate} \times \text{Parcel's EDU} = \text{Parcel Levy Amount}$$

Or more simply stated, since all District parcels are 1.0 EDU:

$$\text{Total Balance to Levy} / \text{Total Assessable Parcels in Zone} = \text{Parcel Levy Amount}$$

D. ASSESSMENT RANGE FORMULA

Any new or increase in assessments require certain noticing and meeting requirements by law. Prior to the passage of Proposition 218, legislative changes in the Brown Act defined the definition of "new or increased assessment" to exclude certain conditions. These conditions included "any assessment that does not exceed an assessment formula or range of assessments previously adopted by the agency or approved by the voters in the area where the assessment is imposed." This definition and conditions were later confirmed through SB 919 (Proposition 218 implementation statutes).

The assessment range formula applied to District Assessments provides for reasonable increases and inflationary adjustment to annual assessments without requiring costly noticing and mailing procedures, which could add to the District costs and assessments.

The following describes the proposed assessment range formula:

Wherein, if the proposed annual assessment (levy per unit or rate) for the current fiscal year is less than or equal to the "Maximum Assessment" (or "Adjusted Maximum Assessment"), then the proposed annual assessment is not considered an increased assessment. The Maximum Assessment is equal to the initial Assessment approved by property owners adjusted annually by the following criteria:

1. Beginning in Fiscal Year 2001/2002 and each fiscal year thereafter, the Maximum Assessment will be recalculated annually.

2. The new adjusted Maximum Assessment for the year represents the prior year's Maximum Assessment adjusted by three percent (3.0%).
3. The Maximum Assessment is adjusted each year independently from the annual assessment. While the actual amount assessed may fluctuate each year, the maximum will continue to be increased by 3.0%, and in any given year, the assessment may be applied at the Maximum Assessment.

The Maximum Assessment is adjusted annually and is calculated independently of the District's annual budget and proposed annual assessment. Any proposed annual assessment (rate per equivalent dwelling unit) less than or equal to this Maximum Assessment is not considered an increased assessment, even if the proposed assessment is greater than the assessment applied in the prior fiscal year. The City Council may reduce or freeze the Maximum Assessment at any time by amending the Engineer's Annual Report. The Maximum Assessment for Fiscal Year 2025/2026 is \$206.12.

Although the Maximum Assessment will normally increase each year, the actual District assessments may remain virtually unchanged. The Maximum Assessment adjustment is designed to establish a reasonable limit on District assessments. The Maximum Assessment calculated each year does not require or facilitate an increase to the annual assessment and neither does it restrict assessments to the adjustment maximum amount. If the budget and assessments for the fiscal year does not require an increase, or the increase is less than the adjusted Maximum Assessment, then the required budget and assessment may be applied without additional property owner balloting. If the budget and assessments calculated requires an increase greater than the adjusted Maximum Assessment then the assessment is considered an increased assessment. To impose an increased assessment, the City Council must comply with the provisions of *Article XIID Section 4(c) of the California Constitution*, which requires a public hearing and certain protest procedures including mailed notice of the public hearing and property owner protest balloting. Through the balloting process property owners must approve the proposed assessment increase. If the proposed assessment is approved, then a new Maximum Assessment is established for the District. If the proposed assessment is not approved, the City Council may not levy an assessment greater than the adjusted Maximum Assessment previously established for the District.

PART IV – DISTRICT BUDGET FY 2025/2026

Sierra Vista Estates Landscape and Lighting District	Total District
DIRECT COSTS	
Landscape Maintenance	\$2,280
Utilities	0
Repairs/Abatement	500
Street Lighting	0
Miscellaneous/Materials/Equipment	0
Facility Maintenance Materials	0
Capital Expenditure	0
Direct Costs (Subtotal)	\$2,780
ADMINISTRATION COSTS	
City Administration & Overhead	\$1,000
District Administration	2,697
County Administration Fee	13
Administration Costs (Subtotal)	\$3,710
LEVY BREAKDOWN	
Total Direct and Admin. Costs	\$6,490
Reserve Collection/ (Transfer)	38
Contribution Replenishment	0
Other Revenues/General Fund Contribution	0
CIP Collection/(Transfer)	0
Balance to Levy	\$6,528
DISTRICT STATISTICS	
Total Parcels	64
Total Parcels Levied	64
Total Equivalent Dwelling Units (EDU)	64.00
Assessment Rate (Levy Per EDU)	\$102.00
Maximum Assessment Rate Approved	\$206.12
FUND BALANCE INFORMATION	
Beginning Reserve Fund Balance (Estimated)	\$15,246
Reserve Fund Activity	38
Ending Reserve Fund Balance (Projected)	\$15,284
Beginning Capital Improvement Fund	\$0
Collections/(Transfers)	0
Capital Improvement Expenditures	0
Ending Capital Improvement Fund	\$0

PART V — DISTRICT BOUNDARY MAPS

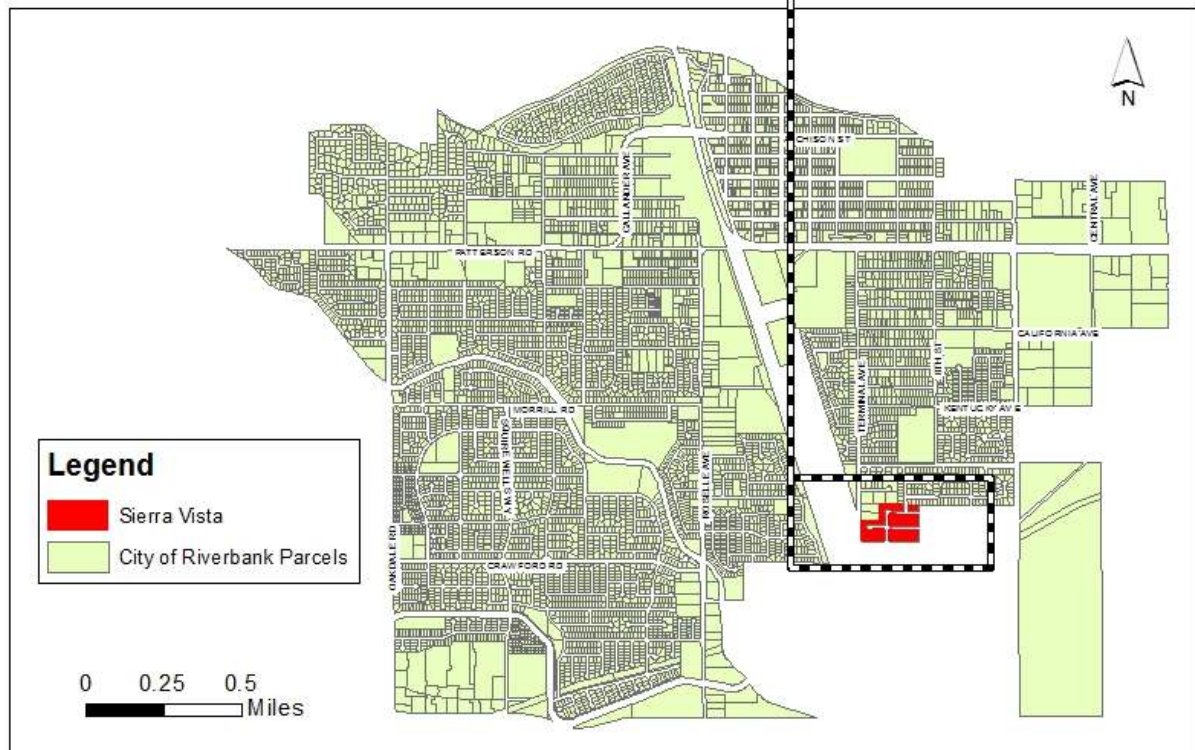
The original assessment diagrams and tract maps for the District were previously approved and submitted to the City in the format required by the 1972 Act. These diagrams are on file in the Office of the City Clerk and by reference are made part of this Report.

The boundaries for the District are contiguous with the boundaries of the Sierra Vista Estates subdivision and defined as the corresponding parcels identified on the Stanislaus County Assessor's Map. The parcel identification, lines, and dimensions of each parcel within the District are those lines and dimensions shown on the Stanislaus County Assessor's Map for the year in which this Report was prepared and by reference are incorporated and made part of this Report.

The following page is a reproduction of the original Assessment Diagram for the District.



City of Riverbank Sierra Vista Estates Landscape and Lighting District



PART VI — 2025/2026 ASSESSMENT ROLL

Parcel identification, for each lot or parcel within the District, shall be the parcel as shown on the Stanislaus County Assessor's map for the year in which this Report is prepared.

A listing of parcels assessed within this District, along with the assessment amounts, is below. If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the current fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor/Controller. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rate approved in this Report. Therefore, if a single parcel has changed to multiple parcels, the assessment amount applied to each of the new parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment.

Non-assessable lots or parcels include areas of public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, open space areas and right-of-ways including public greenbelts and parkways; utility right-of-ways; common areas; landlocked parcels, small parcels vacated by the County, bifurcated lots, and any other property that cannot be developed or has specific development restrictions. These types of parcels are considered to receive little or no benefit from the improvements and are therefore exempted from assessment.

APN	EDU	Charge
075-058-002-000	1.0	\$102.00
075-058-003-000	1.0	102.00
075-058-004-000	1.0	102.00
075-058-005-000	1.0	102.00
075-058-006-000	1.0	102.00
075-058-007-000	1.0	102.00
075-058-008-000	1.0	102.00
075-058-009-000	1.0	102.00
075-058-010-000	1.0	102.00
075-058-011-000	1.0	102.00
075-058-012-000	1.0	102.00
075-058-013-000	1.0	102.00
075-058-014-000	1.0	102.00
075-058-015-000	1.0	102.00
075-058-016-000	1.0	102.00
075-058-017-000	1.0	102.00
075-058-018-000	1.0	102.00
075-058-019-000	1.0	102.00
075-058-020-000	1.0	102.00
075-058-027-000	1.0	102.00
075-058-028-000	1.0	102.00

APN	EDU	Charge
075-058-029-000	1.0	102.00
075-058-030-000	1.0	102.00
075-058-031-000	1.0	102.00
075-058-032-000	1.0	102.00
075-058-033-000	1.0	102.00
075-058-034-000	1.0	102.00
075-058-035-000	1.0	102.00
075-058-036-000	1.0	102.00
075-058-037-000	1.0	102.00
075-058-038-000	1.0	102.00
075-058-039-000	1.0	102.00
075-058-040-000	1.0	102.00
075-058-041-000	1.0	102.00
075-058-042-000	1.0	102.00
075-058-043-000	1.0	102.00
075-058-044-000	1.0	102.00
075-058-045-000	1.0	102.00
075-058-046-000	1.0	102.00
075-058-047-000	1.0	102.00
075-058-048-000	1.0	102.00
075-058-049-000	1.0	102.00
075-058-050-000	1.0	102.00
075-058-051-000	1.0	102.00
075-058-052-000	1.0	102.00
075-058-053-000	1.0	102.00
075-058-054-000	1.0	102.00
075-058-055-000	1.0	102.00
075-058-056-000	1.0	102.00
075-058-057-000	1.0	102.00
075-058-058-000	1.0	102.00
075-058-059-000	1.0	102.00
075-058-060-000	1.0	102.00
075-058-061-000	1.0	102.00
075-058-062-000	1.0	102.00
075-058-063-000	1.0	102.00
075-058-064-000	1.0	102.00
075-058-065-000	1.0	102.00
075-058-066-000	1.0	102.00
075-058-067-000	1.0	102.00
075-058-069-000	1.0	102.00
075-058-070-000	1.0	102.00
075-058-071-000	1.0	102.00
075-058-072-000	1.0	102.00
Total	64	\$6,528.00

*Total may differ from budget due to rounding

RIVERBANK CITY COUNCIL/ LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 10.6

SECTION 10: PUBLIC HEARING

Meeting Date: June 10, 2025

Subject/ Title: Crossroads Landscaping & Lighting District:

- 1) Resolution of the City Council of the City of Riverbank Amending and/or Approving the Engineer's Report for the Riverbank Crossroads Landscaping and Lighting District; and the Levy and Collection of Annual Assessments Related Thereto for Fiscal Year 2025/2026.**
- 2) Resolution of the City Council of the City of Riverbank, California Ordering the Levy and Collection of Annual Assessments for the Riverbank Crossroads Landscaping and Lighting District for Fiscal Year 2025/2026.**

From: Marisela H. Garcia, City Manager

Submitted by: Kathleen Cleek, Capital Projects/Regulatory Compliance Manager

RECOMMENDATION

It is recommended that the City Council adopt Resolutions amending and/or approving the Engineer's Report and ordering the levy and collection of annual assessments for the Crossroads Landscaping and Lighting District for Fiscal Year 2025/2026.

STAFF SUMMARY

The City of Riverbank annually levies and collects special assessments for landscape maintenance, capital improvements, and street lighting. The District was formed in 2001 and is levied annually pursuant to the 1972 Act and in compliance with the California Constitution, Article XIID, Section 4. (Enacted by the passage of Proposition 218 in November 1996). The landscape maintenance, capital improvements, and street lighting associated with specific areas that provide a special benefit to the properties within those areas are grouped into Zones 1, 2, and 3. Subsequently Zone 4 was established in 2003 in connection with several new residential developments within the District. There are currently no assessments for Zone 3.

The Engineer's Annual Levy Report for Fiscal Year 2025/2026 has been prepared in accordance with the provisions of Chapter 3, Section 22622 of the 1972 Act. The report details the improvements and financial information including the district budgets and proposed annual assessments. The costs of improvements and the annual levy including all expenditures, deficits, surpluses, revenues, and reserves are assessed to each parcel within the District proportionate to the parcel's special benefit zones. The attached resolutions represent the second of two steps in the annual levy of assessments on the district for fiscal year 2025/2026.

The Engineer's Report contains three zones that are assessed and a District Benefit. The annual assessments for Crossroads District Benefit will not increase except for Zone 2, which will have a small increase of \$3.15 annually to cover the increased maintenance costs in the new Grover Landscaping Contract.

It is recommended that the City Council adopt Resolutions amending and/or approving the Engineer's Report and ordering the levy and collection of annual assessments for the Crossroads Landscaping and Lighting District for Fiscal Year 2025/2026.

FISCAL IMPACT

The annual assessments for parcels in the Crossroads Landscape and Lighting District for Fiscal Year 2025/2026 are as follows:

	<u>FY 24/25</u>	<u>FY 25/26</u>	<u>Change in Assessment</u>
District Benefit:	\$151.33	\$151.33	\$ 0.00
Zone 1:	\$ 89.72	\$ 89.72	\$ 0.00
Zone 2:	\$105.00	\$108.15	\$ 3.15
Zone 4:	\$ 55.46	\$ 55.46	\$ 0.00

Costs for the district are paid through assessments upon property owners within the District; hence, there is no fiscal impact to the City.

ATTACHMENTS

1. (2) Resolutions
2. Engineer's Annual Levy Report Crossroads Landscaping and Lighting District Fiscal Year 2025/2026

CITY OF RIVERBANK

RESOLUTION 2025-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ANNUAL
ASSESSMENTS FOR THE RIVERBANK CROSSROADS LANDSCAPING AND
LIGHTING DISTRICT FOR THE FISCAL YEAR 2025/2026**

**THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA (HEREAFTER
REFERRED TO AS THE “CITY COUNCIL”) DOES RESOLVE AS FOLLOWS:**

WHEREAS, the City Council, desires to levy and collected annual assessments against parcels of land within said territory designated as **“Riverbank Crossroads Landscaping and Lighting District”** (hereafter referred to as the “District”) and the Zones therein for Fiscal Year 2025/2026 to pay the costs and expenses of operating, maintaining and servicing the improvements and appurtenant facilities related thereto, pursuant to the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (hereafter referred to as the “Act”); and,

WHEREAS, the City Council did by previous resolutions initiate proceedings and declare its intention to levy and collected the annual assessments for the District for the purpose of operating, maintaining and servicing the improvements related thereto, pursuant to the Act; and,

WHEREAS, the Engineer selected by the City Council has prepared and filed with the City Clerk, and the City Clerk has presented to the City Council an Engineer’s Report that describes the District and assessments against parcels of land within the District for the Fiscal Year commencing July 1, 2025, and ending June 30, 2026, pursuant to the provisions of the Act; and,

WHEREAS, the City Council following notice duly given, has held a full and fair Public Hearing on June 10, 2025, regarding the District, the Engineer’s Report prepared in connection therewith, and considered all oral and written statements, protests and communications made or filed by interested persons regarding these matters, pursuant to the Act.

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY
THE CITY COUNCIL FOR THE CROSSROADS LANDSCAPING AND LIGHTING
DISTRICT AS FOLLOWS:**

Section 1 The City Council upon the conclusion of the noticed Public Hearing finds that a written majority protest does not exist, pursuant to the provisions of the Act (Chapter 2, Article 1, Sections 22593 and 22594).

Section 2 The City Council desires to levy and collect assessments against parcels of land within the District for the fiscal year commencing July 1, 2025 and ending June 30, 2026, to pay the costs and expenses of operating, maintaining and servicing the landscaping, lighting and appurtenant facilities located within public places within the District.

Section 3 The City Council has carefully reviewed and examined the Engineer's Report in connection with the District, and the levy and collection of assessments. Based upon its review (and amendments, as applicable) of the Engineer's Report, a copy of which has been presented to the City Council and which has been filed with the City Clerk, the City Council hereby finds and determines that:

- a. The territory of land within District will receive special benefits from the operation, maintenance and servicing of the landscaping, lighting and appurtenant facilities and improvements related thereto; and,
- b. The District includes all of the lands so benefited; and,
- c. The net amount to be assessed upon the lands within the District, in accordance with the proposed budget for the fiscal year commencing July 1, 2025 and ending June 30, 2026 is apportioned by a formula and method which fairly distributes the net amount among all eligible parcels in proportion to the special benefits to be received by each parcel from the improvements and services and is satisfied that the assessments are levied without regard to property valuation.

Section 4 The City Council finds the assessments as outlined in the Engineer's Report are in compliance with the provisions of California Constitution Article XIID.

Section 5 The Engineer's Report and assessments as presented to the City Council and on file in the office of the City Clerk are hereby confirmed as filed.

Section 6 The City Council hereby orders the District improvements to be made, which improvements are briefly described as the operation, administration, maintenance and servicing of all public landscaping and lighting improvements and appurtenant facilities and expenses associated with the District that were installed as part of property development within the District and that will be maintained by the City of Riverbank or their designee and all such maintenance, operation and servicing of the landscaping and lighting and all appurtenant facilities shall be performed pursuant to the "Act", namely:

- Landscaped slopes, entryways, or other landscaped areas directly associated with the properties within the District;

- Parkway and perimeter landscaping adjacent to the District boundaries associated with the residential subdivision and dedicated and accepted by the City of Riverbank for maintenance;
- Public lighting facilities including street lighting, and landscape lighting within public areas;
- All appurtenant facilities, equipment, materials and utilities related to the aforementioned improvements.

Section 7 The City Clerk, or their designate, is hereby authorized and directed to file the levy with the County Auditor upon adoption of this Resolution pursuant to *Chapter 4, Article 1, Section 22641* of the Act.

Section 8 The County Auditor of Stanislaus shall enter on the County Assessment Roll opposite each parcel of land the amount of levy, and such levies shall be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the levy shall be paid to the City Treasurer.

Section 9 The City Treasurer shall deposit all money representing assessments collected by the County for the District to the credit of a fund for the “Riverbank Crossroads Landscaping and Lighting District”, and such money shall be expended only for the maintenance, operation and servicing of the landscaping and lighting improvements and appurtenant facilities as described in Section 6.

Section 10 The adoption of this Resolution constitutes the District levy for the Fiscal Year commencing July 1, 2025 and ending June 30, 2026.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 10th day of June, 2025; motioned by _____, seconded by _____, 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

CITY OF RIVERBANK

RESOLUTION 2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S REPORT FOR THE RIVERBANK CROSSROADS LANDSCAPING AND LIGHTING DISTRICT; AND THE LEVY AND COLLECTION OF ANNUAL ASSESSMENTS RELATED THERETO FOR FISCAL YEAR 2025/2026

THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA (HEREAFTER REFERRED TO AS THE "CITY COUNCIL") DOES RESOLVE AS FOLLOWS:

WHEREAS, the City Council, pursuant to the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (hereafter referred to as the "Act"), did by previous Resolution order the Engineer, Willdan Financial Services, to prepare and file a Report in connection with the **"Riverbank Crossroads Landscaping and Lighting District"** (hereafter referred to as the "District"), the Zones therein and the proposed levy and collection of annual assessments against parcels of land for the fiscal year commencing July 1, 2025 and ending June 30, 2026; and

WHEREAS, the Engineer has prepared and filed with the City Clerk of the City of Riverbank, California and the City Clerk has presented to the City Council such report entitled **"Engineer's Annual Levy Report for Riverbank Crossroads Landscaping and Lighting District, Fiscal Year 2025/2026"** as required by the Act; and

WHEREAS, the City Council pursuant to the provisions of *Chapter 2, Article 1, Section 22586* of said Act may approve the report, as filed, or may modify the report in any particular and approve it as modified; and

WHEREAS, the City Council has carefully examined and reviewed the Report as presented, considered all oral and written comments presented with respect to the District and Report at a noticed Public Hearing and has discussed any necessary or desired modifications to the Report.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE CROSSROADS LANDSCAPING AND LIGHTING DISTRICT AS FOLLOWS:

Section 1 The Report as presented or as modified, contains the following:

- a. A Description of Improvements.
- b. A Diagram of the District.

- c. The Method of Apportionment that details the method of calculating each parcel's proportional special benefits and annual assessment.
- d. The Annual Budget (Costs and Expenses) and the resulting assessment (Levy per benefit unit) for the fiscal year.
- e. The District Roll containing the proposed Levy for each Assessor Parcel Number within the District for Fiscal Year 2025/2026.

Section 2 The City Clerk is hereby directed to enter on the minutes of the City Council any and all modifications to the Report determined and approved by the City Council, and all such changes and/or modifications by reference are incorporated into the Engineer's Report.

Section 3 The City Council is satisfied with the Engineer's Report as presented or modified, each and all of the budget items and documents as set forth therein, and is satisfied that the annual assessments contained therein are consistent with the assessments approved by the property owners and spread in accordance with the special benefits received from the improvements pursuant to the provisions of the California Constitution Article XIID.

Section 4 The Report is hereby approved as submitted or modified and ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

Section 5 The City Clerk shall certify to the passage and adoption of this Resolution, and the minutes of this meeting shall so reflect the presentation and approval of the Report as submitted or modified.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 10th day of June, 2025; motioned by _____, seconded by _____, 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: Engineer's Report – Crossroads L&L District for FY 2025-26



City of Riverbank

Crossroads Landscaping and Lighting District

2025/2026 ENGINEER'S ANNUAL LEVY REPORT

Intent Meeting: May 27, 2025
Public Hearing: June 10, 2025

27368 Via Industria
Suite 200
Temecula, CA 92590
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AFFIDAVIT FOR THE ENGINEER'S ANNUAL LEVY REPORT

City of Riverbank
Stanislaus County, State of California

Crossroads Landscaping and Lighting District

This Report describes the District including the improvements, budgets, parcels and proposed assessments to be levied for Fiscal Year 2025/2026, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Stanislaus County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District.

The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this 27th day of May, 2025.

Willdan Financial Services
Assessment Engineer

By: 

Tony Thrasher
Principal Consultant
District Administration Services

By: 

Tyrone Peter
PE # C 81888



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INTRODUCTION

Pursuant to the provisions of the Landscaping and Lighting Act of 1972, being Part 2 of Division 15 of the California Streets and Highways Code, commencing with Section 22500 (hereafter referred to as the “1972 Act”), and in compliance with the provisions of the *California State Constitution, Article XIID* (hereafter referred to as the “Constitution” or “Proposition 218”), this Engineer’s Report (hereafter referred to as “Report”) has been prepared as required pursuant to Chapter 3, Section 22622 of the 1972 Act, in connection with the proceedings required for the annual levy of assessments for the district designated as:

Crossroads Landscaping and Lighting District

(hereafter referred to as “District”). This Report has been prepared and presented to the City Council of the City of Riverbank (hereafter referred to as “City”), County of Stanislaus, State of California, for their consideration and approval of the proposed improvements and services to be provided within the District and the levy and collection of annual assessments related thereto for Fiscal Year 2025/2026. In conjunction with this Report, the City Council proposes to levy and collect the annual assessments described herein on the County tax rolls, to provide ongoing funding for the costs and expenses required to service and maintain the landscaping and lighting improvements associated with and resulting from the development of properties within the District. Each fiscal year, utilizing the historical and estimated costs to maintain the improvements that provide special benefit to properties within the District, the City establishes the District’s assessments. The costs of the improvements and the proposed annual assessments budgeted includes the estimated expenditures, deficits, surpluses, revenues, and reserve fund balances determined to be necessary to provide the improvements that are of special benefit to properties within the District. Each parcel is assessed proportionately for only those improvements and expenses for which it has been determined that the parcel receives special benefit.

This Report describes the District and changes to the District including modifications to the improvements or organization (zones of benefit), and the proposed budgets and assessments applicable for Fiscal Year 2025/2026. The maintenance, operation and servicing of the improvements associated with specific areas of the District that provide a special benefit to the properties within those areas are grouped into benefit zones that are identified in this District as Zones. These Zones identify the properties within various regions of the District that incorporate the undeveloped properties, commercial developments or residential subdivisions that benefit from specific improvements that were installed in connection with the development of those properties or directly benefit those properties. While many of the improvements provide special benefits to only the properties within a particular Zone, some improvements are associated with all properties within the District and were installed as part of the overall development of properties within the District and are considered a regional special benefit. The costs of providing the regional improvements are proportionately shared by all assessed properties, while the Zone specific improvements are proportionately shared by only the properties within that

Zone. Each parcel's annual assessment is therefore a combination of their proportional share of the regional improvements and their proportional share of their Zone improvements.

This Report has been prepared in accordance with the provisions of the 1972 Act and describes the District and assessments proposed for Fiscal Year 2025/2026 including

- A general description of the District including any modifications to the District structure, annexation of territory to the District or property development that facilitates any changes to the boundaries of the District or Zones therein;
- A description of the proposed improvements for the fiscal year including any substantial changes or expansion of the improvements or services;
- The method of apportionment used to calculate each parcel's respective special benefit;
- Financial information for the fiscal year including the district budgets that incorporate all anticipated maintenance expenditures, incidental expenses and fund balances including any deficits or surpluses from the previous fiscal year and any authorized reserve funds to establish the proposed annual assessments for each parcel within the District proportionate to each parcel's special benefits.

For the purposes of this Report, the word "parcel" refers to an individual property assigned its own Assessment Number by the County of Stanislaus Assessor's Office. The County of Stanislaus Auditor/Controller uses Assessment Numbers and specific fund numbers to identify properties assessed for special district benefit assessments on the tax roll.

Pursuant to the 1972 Act, the City Council shall conduct a noticed annual public hearing to consider all public comments and written protests regarding the District and assessments for that fiscal year. Upon approval of the assessments by the City Council, the assessments for Fiscal Year 2025/2026 shall be submitted to the Stanislaus County Auditor/Controller for inclusion on the property tax roll for each parcel.

A. LEGISLATIVE AUTHORITY

The District was formed in 2001 and is annually levied pursuant to the 1972 Act and in compliance with the *California Constitution, Article XIID, Section 4*. (Enacted by the passage of Proposition 218 in November 1996). Accordingly, parcels within the District are assessed for only the reasonable cost of the proportional special benefit conferred on those parcels and the assessments and assessment range formula described in this Report have been or shall be approved by the property owners through a property owner protest ballot proceeding. The maximum assessments including the assessment range formula for the Regional (District-wide) improvements as well as Zones 1, 2 and 3 were approved by the property owners when the District was formed. Subsequently, Zone 4 was established in March 2003 in connection with several new residential developments

within the District and those property owners approved the assessments associated with the Zone's improvements.

Pursuant to the provisions of the California Constitution, all new or increased assessments (the incremental increase) are subject to both the substantive and procedural requirements of *Article XIID, Section 4*, including a property owner protest proceeding (property owner assessment balloting). This Report consists of five (5) parts:

Part I

Plans and Specifications: Provides an overall description of the District and the improvements to be provided within said District and the zones of benefit ("Zones") therein. The District Zones are based on the various improvements and services that provide a special benefit to each property within the District.

Part II

Method of Apportionment: A discussion of benefits the improvements provide to properties within the District and the method of calculating each property's proportional special benefit and annual assessment. The Assessment Range Formula described herein defines the maximum assessment that may be imposed in subsequent fiscal years without additional property owner ballot proceedings.

Part III

District Budget: An estimate of the annual costs to maintain and service the improvements installed and constructed as part of the development of properties within the District. The maximum assessments and assessment range formula established for this District was originally based on the development plans and estimated annual cost and expenses associated with the proposed improvements and developments at build-out. The proposed assessments to provide the improvements for Fiscal Year 2025/2026 are based on the estimated net annual cost of operating and maintaining the District improvements for the year.

Part IV

District Diagram: A Diagram showing the boundaries of the District is provided in this Report and includes all parcels that will receive special benefits from the improvements. Parcel identification, the lines and dimensions of each lot, parcel and subdivision of land within the District, are inclusive of all parcels as shown on the Stanislaus County Assessor's Parcel Maps as they existed at the time of the passage of the Resolution of Intention, and shall include all subsequent subdivisions, lot line adjustments or parcel changes therein. Reference is hereby made to the Stanislaus County Assessor's maps for a detailed description of the lines and dimensions of each lot and parcel of land within the District.

Part V

Assessment Roll: A listing of the calculated assessments for each parcel as required pursuant to the provisions of the California Constitution. Said assessments represents each parcel's proportional amount of the improvement costs for Fiscal Year 2025/2026 based on the estimated net annual cost to maintain and service the improvements as outlined in the District budget and method of apportionment described herein.

PART I — PLANS AND SPECIFICATIONS

A. DESCRIPTION OF THE DISTRICT

The District consists of all lots, parcels and subdivisions of land located in the development area known as the “Crossroads Specific Plan.” The Crossroads Specific Plan/District covers approximately five hundred eighty-two (582) acres in the southwest region of the City. The District is generally located:

- South and West of the MID Main Canal centerline;
- East of the centerline of Oakdale Road; and,
- North of the centerline of Claribel Road.

The District currently includes approximately

- Three hundred forty-two (342) acres of low/medium density single-family residential housing currently subdivided or being subdivided, representing two thousand fourteen (2,014) residential units;
- Sixty-five (65) acres of commercial development or planned commercial development in the southwest section of the District;
- Thirty-five (35) acres of undeveloped land identified for Public/Quasi-Public/Commercial development or possible residential development; and
- One hundred forty (140) acres of streets, easements, open space and public lands.

A listing of all parcels within the District is provided in the Assessment Roll contained in Part V of this Report.

All improvements to be acquired, maintained and serviced in the District directly result from the development of properties within the Crossroads Specific Plan. They consist of parkway and median landscaping, street lighting, traffic signals, parks, trails, open space areas and appurtenant facilities. All the improvements to be funded by District assessments are public improvements within the District boundaries or adjacent public areas and right-of-ways constructed and installed as part of the development plans and agreements required and/or necessary to enhance the special benefits to each lot, parcel and subdivision therein. Properties within the District are grouped into zones of benefit

(“Zones”) based on their proximity and benefit from the various improvements provided by the District. Each Zone incorporates specific improvements that are associated with the properties in that Zone and the annual cost of providing those improvements are proportionately shared by the properties in that Zone. These Zones are discussed in more detail later in this section of the Report.

B. DESCRIPTION OF IMPROVEMENTS AND SERVICES

Improvements Authorized by the 1972 Act

As generally defined by the Landscape and Lighting Act of 1972 and applicable to this District, improvements and the associated assessments may include one or more of the following:

- The installation or planting of landscaping;
- The installation or construction of statuary, fountains, and other ornamental structures and facilities;
- The installation or construction of public lighting facilities including but not limited to street lights and traffic signals;
- The installation of park or recreational improvements including but not limited to all of the following:
 - a. Land preparation, such as grading, leveling, cutting and filling, sod, landscaping, irrigation systems, sidewalks, and drainage;
 - b. Lights, playground equipment, play courts, and public restrooms;
 - c. The acquisition of land for park, recreational, or open-space purposes;
- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof;
- The acquisition of any associated existing improvement;
- The maintenance or servicing of any of the foregoing including the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement including, but not limited to:
 - a. Repair, removal, or replacement of all or any part of any improvements;
 - b. Grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities;
 - c. Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury;

- d. The removal of trimmings, rubbish, debris, and other solid waste;
 - e. The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti;
 - f. Electric current or energy, gas, or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements;
 - g. Water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements;
- Incidental expenses associated with the improvements including, but not limited to:
 - a. The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;
 - b. The costs of printing, advertising, and the publishing, posting and mailing of notices;
 - c. Compensation payable to the County for collection of assessments;
 - d. Compensation of any engineer or attorney employed to render services;
 - e. Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
 - f. Costs associated with any elections held for the approval of a new or increased assessment.

Overall District Improvements

The purpose of the District is to ensure the ongoing maintenance, operation and servicing of public landscaped areas and street lighting improvements within the District boundaries installed in connection with the development of properties within the Crossroads Specific Plan. These improvements may include but are not limited to all materials, equipment, utilities, labor, appurtenant facilities and incidental expenses related to those improvements. The improvements to be maintained and funded entirely or partially through the District assessments generally include the following:

- Parkway, median and traffic circle landscaping on the arterial and collector streets within the District boundaries;
- Parkway and perimeter landscaping associated with individual properties or developments including perimeter fencing, retaining walls, entryways, monuments; or similar improvements associated with the properties or specific developments within the District;
- Natural and passive parks, trails, open space areas, and landscape reserve areas that are maintained and/or abated;

- Active parks including all landscaping, lighting, equipment and facilities (i.e., playgrounds, tot-lots, ball fields, restrooms, sidewalks, landscaped areas and greenbelts);
- Public lighting facilities including street lighting, traffic signals, lighting within all parks and other public areas;
- All appurtenant facilities, equipment, materials and utilities related to the aforementioned improvements.

The estimated annual cost to provide and maintain the improvements within the District shall be allocated to each property in proportion to the special benefits received. The Method of Apportionment described in this Report utilizes commonly accepted assessment engineering practices and have been established pursuant to the 1972 Act and the provisions of the Constitution.

Regional — District-wide Benefit Improvements

In reviewing the overall improvements within the District as they currently exist and as outlined in the Crossroads Specific Plan, it has been determined that many of the District's improvements including various parks, trails, traffic signals, and arterial landscaping and street lighting provide a direct and special benefit to all properties within the District and are considered "Regional" (District-wide) improvements and the cost of providing these improvements shall proportionately be shared by all assessed parcels within the District in the fiscal year that the improvements are installed or accepted for maintenance by the City. To the extent that any portion of these improvements may be considered general benefit, that portion of the improvement costs is not assessed to the properties within the District. The following improvements have been identified as Regional improvements for the District:

Public Street Lighting: Public street lighting on the District's arterial and collector streets as well as various other public areas are included and funded by the regional assessments established for the District and may include, but is not limited to electrical energy, lighting fixtures, poles, meters, conduits, electrical cable and associated appurtenant facilities associated with:

- All public street lights and appurtenant facilities located on the arterial streets and a portion of the collector streets within the District including but not limited to Oakdale Road, Claribel Road, Roselle Avenue, Morrill Road, Crawford Road, Chancellor Way, Homewood Way, Prospectors Parkway and Squire Wells Way. (A portion of the street lighting costs associated with some of the collector streets listed above are also identified and allocated as Zone specific benefits.);
- Traffic signals, safety lighting at intersections, and other lighting facilities within public areas such as the trails and parks within the District that was necessary for development of properties within the District.

Median Landscaping: Median island landscaping on the arterial and primary collector streets including the traffic circles within the District are included and funded by the

regional assessments established for the District and may include, but is not limited to ground cover, shrubs, trees, monuments, hardscape amenities, ornamental structures, and irrigation and drainage facilities identified as:

- The three (3) designated traffic circles, two located on Chancellor Way and one on Crawford Road with an estimated 78,890 square feet of landscaped area (1.81 acres) including significant turf and high density landscaping and amenities.
- Center medians on Crawford Road between Oakdale Road and Roselle Avenue, totaling approximately 2,360 linear feet and an estimated 33,040 square feet of landscaped area (0.76 acres);
- Center medians on Oakdale Road between Morrill Avenue and the Business Park Entryway, totaling approximately 2,500 linear feet and an estimated 30,000 square feet of landscaped area (0.69 acres); and;
- Center medians on Roselle Avenue between Crawford Road and Claribel Road, and Roselle Entryway, totaling approximately 1,580 linear feet at an estimated 18,960 square feet of landscaped area (0.44 acres).

Parkway Landscaping Parkway (street right-of-way) landscaping on the primary access streets within the District are included and funded by the regional assessments established for the District and may include, but is not limited to ground cover, shrubs, trees, hardscape amenities, irrigation and drainage facilities, entryway monuments, sidewalks, and block walls, or other fencing within the public right-of-way or landscape easements identified as:

- Landscape reservation areas on the north side of Claribel Road between Oakdale Road and Roselle Avenue that includes or will include:
 - Approximately 4,200 linear feet of low density landscaping totaling an estimated 50,400 square feet (1.16 acres);
 - An estimated 80 to 100 trees; and
 - Approximately 10,000 square feet of sidewalk and hardscape amenities.
- Landscape parkway areas on the east side of Oakdale Road between the MID Main Canal extending south to the Business Park Entryway that includes or will include:
 - Approximately 4,210 linear feet of moderate density landscaping, an estimated 22,100 square feet (0.51 acres);
 - An estimated 100 to 150 trees; and
 - Approximately 23,000 square feet of sidewalk and hardscape amenities.
- Landscaped parkway areas on both the east and west sides of Roselle Avenue from a point 500' north of Claribel Road, north to the MID Main Canal (District Boundary) that includes or will include:

- Approximately 4,230 linear feet of high density landscaping on each side of Roselle Avenue, totaling an estimated 21,000 square feet (0.5 acres);
- An estimated 100 to 200 trees; and
- Approximately 16,000 square feet of sidewalk and hardscape amenities.
- Landscape parkway areas on Morrill Road between the MID Main Canal extending west approximately 244 feet to a point midway between Homewood Court and Huntley Court totaling approximately 2,570 square feet of landscaping (0.059 acres);

Trails and Bike Paths: Within the District (The Crossroads Specific Plan) there is over 33,500 linear feet of trails and bike paths encompassing approximately 300,000 square feet of surface area that are included and funded by the regional assessments established for the District. In most areas these trails and pathways are surrounded by large areas of landscaping as much as seventeen square feet of landscaped area for every linear foot of trail. The trail system may include, but is not limited to turf, ground cover, shrubs, trees, natural vegetation, irrigation and drainage facilities, various trail and bike path surfaces, concrete sidewalks, lighting, fencing, rest areas, ornamental structures, signs, and various hardscape amenities. These trail and pathway areas are generally identified as:

- Claribel Road bike path area located between Oakdale Road and Roselle Avenue that includes:
 - Approximately 5,200 linear feet of low density landscaping, an estimated 23,000 square feet of landscaped area;
 - An estimated 80 to 150 trees; and
 - Approximately 52,000 square feet of bike paths and hardscape amenities.
- The trail area along the MID Lateral # 6 canal that includes:
 - Approximately 16,000 linear feet of moderate density landscaping, an estimated 240,000 square feet of landscaped area;
 - An estimated 200 to 400 trees;
 - Approximately 128,000 square feet of trail and hardscape amenities; and
 - An estimated 32,000 linear feet of fencing associated with the trail and landscaped areas.
- The trail area adjacent to the MID Main Canal between Claribel Road and Morrill Road includes:
 - Approximately 4,800 linear feet of moderate density landscaping, an estimated 72,000 square feet of landscaped area;
 - An estimated 80 to 150 trees;
 - Approximately 38,400 square feet of trail and hardscape amenities; and

- An estimated 4,800 linear feet of fencing associated with the trail and landscaped areas.
- The Oakdale Road bike path area located between Morrill Avenue and Claribel Road on the east side of Oakdale Road that includes:
- Approximately 4,900 linear feet of low density landscaping, an estimated 9,800 square feet of landscaped area;
- Approximately 49,000 square feet of bike path and hardscape amenities.

Pedestrian Connection Sites: Within the District there are fifteen (15) pedestrian connection sites that provide pedestrian access from various residential developments to the trail system or the arterial or collector streets within the District. While these pedestrian connection sites are within specific residential subdivisions, these connection sites provide pedestrian access to more than just the parcels within those subdivisions and are therefore included and funded by the regional assessments established for the District. These pedestrian connection sites include:

- Pedestrian Connection on Clock Tower Court east of Oakdale Road, south of Crawford parkway consisting of approximately 1,220 square feet of landscaped improvement area.
- Nine Cul-de-sac pedestrian connection points along the MID Lateral #6 trail at Blazer Court, Feather Court, Mayberry Court, Haystack Court, Horsetail Falls Court, Winding River Court, Gold River Court, Riverbed Court, and Coolwater Court; consisting of approximately 1,440 square feet of landscaped improvement area and 450 square feet of sidewalk area.
- Four Cul-de-sac pedestrian connection points on the south side of Crawford Road at Silvervale Court, Etherington Court, Medallion Court, and Claimstake Court; consisting of approximately 640 square feet of landscaped improvement area and 200 square feet of sidewalk area.
- One Cul-de-sac pedestrian connection point on the south side of Morrill Road at Homewood Court consisting of approximately 160 square feet of landscaped improvement area and 50 square feet of sidewalk area.

Miscellaneous Landscape Area: Within the District there are various landscaped areas that are included and funded by the regional assessments established for the District these landscaped areas include:

- Landscaping surrounding the water tank between the MID Main Canal and Saxon Way that has approximately 1,200 square feet of landscaped area, 350 linear feet of walls and 220 linear feet of fencing.
- Landscaped area associated with the Black Sands Creek Way Drainage Channel located northwest of the MID Lateral # 6 Canal and east of Roselle. This area includes approximately 47,560 square feet of landscaping and approximately 45 trees.

Parks and Open Space Areas: Within the District (The Crossroads Specific Plan) there is approximately thirty acres of park/open space. The park/open space improvements within the District were designed to provide a wide range of recreational opportunities as well as large areas of open space and green belts throughout the District. These areas may include, but are not limited to turf, ground cover, shrubs, trees, natural vegetation, ball fields, various courts, restroom facilities, play equipment, picnic areas, tot lots, lighting, ornamental structures, irrigation and drainage facilities, and various hardscape amenities. There are three primary park locations within the Crossroads Specific Plan.

- A Community Park, named Silva Park, includes over nine acres of parkland in the northwest region of the District located at Novi Drive and Chancellor Way. The park design consists of dense shrub areas, numerous trees, large turf areas and ball fields as well as other recreational facilities totaling an estimated 370,260 square feet of landscape improvements. Although this park is located well within the boundaries of the District, it is considered a Community Park and as such, will likely be utilized by property owners outside the District on a regular basis, however since the park is in the middle of the Crossroads, and utilized mostly by residents of the Crossroads, only a small portion of this park's maintenance and operation costs has been identified as a general benefit and is not assessed to property owners within the District. (It has been determined that up to a third of this park's total maintenance cost is considered general benefit).
- Neighborhood Parks: There are approximately twenty-one acres of land that have been completed as neighborhood parks. The neighborhood parks were specifically planned for the use and benefit of properties within the District. There are two primary neighborhood parks located within the District boundaries to optimize their use by the property owners. One park is located near the MID Main Canal trail system in the northeast region of the District and the other park is located just north of the Hetch Hetchy right-of-way in the southeast region of the District, which is also accessible by the trail system. The two neighborhood parks include approximately 914,760 square feet of landscaping that includes various types of landscape amenities ranging from natural non-irrigated open space area to large turf areas.

Local Benefit Improvements (Zone Specific)

The establishment of benefit zones is often necessary to equitably apportion the cost of the District improvements to those properties that receive special benefits from various improvements. Although several of the improvements installed and maintained within the District provide a direct and special benefit to all properties (Regional Improvements) and are assessed to all benefiting properties within the District, some improvements benefit only certain subdivision, parcels or regions of the District and are typically installed as part of developing properties in those areas.

Improvements such as perimeter landscaping (non-arterial landscaping), perimeter fencing and residential street lighting are typically associated with specific subdivisions or

properties and provide special benefits to only those properties (in some cases adjacent properties as well). These types of improvements are often identified as “Local” or “Tract Specific” improvements. It was determined that the cost of maintaining such improvements should be the financial obligation of the properties benefiting and the law requires that only those properties be assessed. To equitably apportion these improvement costs to only the benefiting properties, parcels within a district have been grouped into local benefit zones (“Zones”). Each of these Zones consists of specific parcels and subdivisions that benefit from similar or specific local improvements. The cost of providing local improvements within each Zone is proportionately spread to only the parcels within that Zone.

When the District was formed, the District included only a few residential subdivisions and much of the District was vacant undeveloped land. At that time, three zones of benefit were established:

- Zone 01 included parcels within the residential developments north of Morrill Road that had limited improvements (street lighting and perimeter fencing).
- Zone 02 incorporated the new residential developments south of Morrill Road, which installed tract specific street lighting and landscaping along the perimeters of these developments.
- Zone 03 incorporated the vacant undeveloped land that made up the rest of the District and because these properties had not yet developed, the Zone provided no local improvements and assessments for properties. Zone 03 consisted of only their proportional share of the costs to provide the Regional Improvements within the District.

In 2003, a significant portion of the undeveloped land was moving forward with development and Zone 04 was established to identify the improvements and properties associated with those residential developments, thus providing an appropriate allocation of the costs associated with the local landscaping and lighting improvements resulting from those developments. The following provides more specifics about the District’s four local Zones:

Zone 01 is located north of Morrill Road, east of Oakdale Road, and south and west of the MID Main Canal. This Zone includes all parcels of land identified on the Tract Maps for the subdivisions known as Oak Crest Estates; Hayes No. 1; Stonebridge No. 2. These subdivisions and parcels include one hundred thirty-eight (138) single-family residential parcels, one (1) multifamily residential parcel, and one (1) quasi/non-residential parcel. In addition to Regional improvements, these properties benefit and are assessed for the following:

- The maintenance, abatement and minor repairs of the block wall (approximately 3,350 linear feet) located along the south side of the MID Main Canal adjacent to the parcels within the Zone. Maintenance and abatement may include the occasional clearing and removal of weeds, debris, rubbish, and other solid wastes within the public right-of- way next to the wall; and the

cleaning, sandblasting, and painting of the wall deemed necessary to remove or cover graffiti.

- All streetlights within the residential development and perimeter streets. Maintenance and servicing of the street lighting may include bulb replacement, energy costs and repair or replacement of related equipment or facilities as required.

Zone 02 is located south of Morrill Road, east of Oakdale Road, generally north of Novi Drive and west of the MID Main Canal. This Zone includes all the residential parcels and subdivisions known as Hayes No. 2; Stonebridge at Crossroads; and Morrill Ranch. These subdivisions and parcels include three hundred seven (307) single-family residential properties. In addition to Regional improvements, these properties benefit and are assessed for the following:

- The parkway landscaping on the south side of Morrill Avenue from the northwest corner of the Morrill Ranch subdivision (Oakdale Road) east to the northeast corner of the Stonebridge at Crossroads subdivision (approximately 250 feet west of the MID Main Canal). The partially completed landscape improvement area includes:
- Approximately 2,525 linear feet of moderate density shrubs and trees, totaling an estimated 12,625 square feet;
- Approximately 1,825 linear feet of turf and trees, totaling an estimated 9,125 square feet;
- An estimated 110 to 140 trees;
- Approximately 12,700 square feet of sidewalk and hardscape amenities; and
- An estimated 3,500 linear feet of parkway fencing that is adjacent to the subdivisions on Morrill Avenue and Oakdale Road.
- All streetlights within the residential development and perimeter streets. Maintenance and servicing of the street lighting may include bulb replacement, energy costs and repair or replacement of related equipment or facilities as required.

Zone 03 currently includes all properties within the District boundaries that are not included within Zones 01, 02 or 04. The parcels within this zone are currently only assessed for their proportional share of the Regional Improvements. As properties within this Zone are developed and subdivided, they will likely be incorporated into one of the District's other local Zones or a new local Zone may be established to address their specific improvement and benefits. In either case, these changes will facilitate increased assessments for the affected properties. All such assessment increases will be subject to the substantive and procedural requirements of Article XIID.

Zone 04 incorporates a significant portion of the residential developments within the District and generally includes all residential subdivisions south and east of Zone 02 and north of the Commercial Center. The parcels and subdivisions of Zone 04 (including the

four new residential subdivisions known as the Heartlands, the Cottages, the Gables and Prospector's Court) represent one thousand six hundred eleven (1,611) single-family residential parcels, two (2) multifamily parcels, and one hundred seventeen (117) nonresidential or vacant parcels. In addition to Regional improvements, these properties benefit and are assessed for the following:

- Parkway landscaping including planting areas and turf along portions of Crawford Road and Roselle Avenue;
- Parkway landscaping (planting area, turf stamped concrete, and entryway, totaling approximately 131,534 square feet (57,110 square feet for planting area, 68,324 square feet for turf and 6,100 square feet for stamped concrete); Entrance medians, plant and turf areas and stamped concrete on a traffic circle located on Crawford Road and turf areas on Chancellor Way roundabouts;
- Split sidewalk landscaping on the north side of Prospector Way and the east side of Saxon Way adjacent to the school/park site and on the north side of Blacksand Creek Way adjacent to Hetch Hetchy;
- Entryway monument into the District at Roselle Avenue and Oakdale Road;
- All streetlights within the residential development and perimeter streets. Maintenance and servicing of the street lighting may include bulb replacement, energy costs and repair or replacement of related equipment or facilities as required.

PART II — METHOD OF APPORTIONMENT

A. GENERAL

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements, which include the construction, maintenance, and servicing of public lights, landscaping, parks, open space areas and appurtenant facilities. The 1972 Act requires that the cost of these improvements be levied according to benefit rather than assessed value:

“The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.”

The formula used for calculating all assessments for this District reflects the composition of the parcels, and the improvements and services provided, to fairly apportion the costs based on benefit to each parcel. In addition, pursuant to *Article XIID, Section 4* of the California State Constitution a parcel’s assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel and provides that only special benefits may be assessed.

B. BENEFIT ANALYSIS

Each of the proposed improvements, the associated costs and assessments have been identified and allocated based on special benefit pursuant to the provisions of the Constitution and 1972 Act. All improvements provided by this District have been identified as necessary, required and/or desired for the orderly development of the properties within the District to their full potential, consistent with the proposed development plans and applicable portions of the City General Plan. As such, these improvements would be necessary and required of individual property owners and the ongoing operation, servicing and maintenance of these improvements would be the financial obligation of those properties. Therefore, the majority of the District improvements and the annual costs of ensuring the maintenance and operation of the improvements are considered a direct and special benefit to the properties within the District.

The method of apportionment (method of assessment) is based on the premise that each assessed parcel within the District receives benefit from specific improvements. The desirability and security of properties is enhanced by the presence of street lighting, well maintained landscaping, parks and open space areas in close proximity to those properties.

Special Benefits

The special benefits associated with all landscaping, parks, trails and open space improvements are specifically:

- Enhanced desirability of properties through association with the improvements.
- Improved aesthetic appeal of properties providing a positive representation of the area.
- Enhanced adaptation of the urban environment within the natural environment from adequate green space, parks, trails, open space areas and landscaping.
- Environmental enhancement through improved erosion resistance, dust and debris control, and fire prevention.
- Increased sense of pride in ownership of property within the District resulting from well-maintained improvements associated with the properties.
- Enhanced quality of life and recreational opportunities through well maintained recreational facilities, equipment, green belts and trails.
- Reduced criminal activity and property-related crimes (especially vandalism) against properties in the District through well-maintained surroundings and amenities including abatement of graffiti.
- Enhanced environmental quality of the parcels by moderating temperatures, providing oxygenation and attenuating noise.

The special benefits of street lighting are the convenience, safety, and security of property, improvements, and goods. Specifically:

- Enhanced deterrence of crime and the aid to police protection.
- Increased nighttime safety on roads and streets.
- Improved ability of pedestrians and motorists to see.
- Improved ingress and egress to property.
- Reduced vandalism and other criminal act and damage to improvements or property.
- Improved traffic circulation and reduced nighttime accidents and personal property loss.
- Increased promotion of business during nighttime hours in the case of commercial properties.

All of the preceding special benefits contribute to a specific enhancement and desirability of each of the assessed parcels within the District.

General Benefit

The costs associated with a specific improvement that is considered a benefit to properties outside the District or to the public at large have been identified as general benefit and is not included in the District's annual assessments. In making this

determination it should be noted that parkway; perimeter landscaping and interior landscaping throughout the City is provided and maintained by individual property owners, associations or another assessment district. The City does not typically maintain these types of improvements from General Fund Revenues and like similar improvements within the City, the ongoing maintenance of these improvements are clearly a special benefit to the properties associated with those improvements. However, due to either their location or purpose, it has been determined that portions of the improvement costs associated with the Community Park, traffic signals and medians along Oakdale Road provide not only a special benefit to properties within this District, but also provide a general benefit to the residents and property owners in the City as a whole. The determination of the amount of each improvement cost that is considered general benefit is based on different factors. General benefit costs for the Community Park (shown as General Benefit in the District Budget) have been determined based on an estimated service area as well as the availability of similar improvements in the City. For traffic signals and median landscaping, the allocation of special benefit cost versus general benefit costs is based on both the location of the improvements in relation to other properties in the area and estimated traffic circulation.

C. ASSESSMENT METHODOLOGY

The method of apportionment for this District calculates the receipt of special benefit from the respective improvements based on the actual or proposed land use of the parcels within the District. The net amount to be assessed upon parcels within the District for each improvement or type of improvement or service is apportioned among only those parcels that benefit from the particular improvement in proportion to a weighted special benefit calculation that equates each parcel's special benefits as compared to other parcels in the District that benefit from those same improvements. The benefit formula used to determine the assessment obligation is therefore based upon both the improvements that benefit the parcels within the District as well as the proposed land use of each property as compared to other parcels that benefit from those specific improvements, which is consistent with the provisions of the 1972 Act and *Article XIID, Section 4* of the Constitution.

Equivalent Dwelling Units:

To assess benefits equitably, it is necessary to relate the different type of parcel development to each other. The Equivalent Dwelling Unit method of assessment apportionment uses the single-family home site as the basic unit of benefit and assessment. Each single-family home site is assigned one (1.0) Equivalent Dwelling Unit ("EDU"). All other land uses within the District are assigned a weighted EDU that equates the property's specific development status, type of development (land use), and size (acres or units) to that of a single-family home site. The EDU method of apportioning benefit is typically seen as the most appropriate and equitable assessment methodology for districts formed under the 1972 Act, as the benefit to each parcel is apportioned as a function of land use type, size and development.

EDU Application by Land Use:

Single-Family Residential — This land use is defined as a fully subdivided residential home site with or without a structure. This land use is assessed 1.0 EDU per lot or parcel. This is the base value that all other land use types are compared and weighted against the special benefit received by the Single Family Residence, (i.e. 1.0 EDU).

Multi-Family Residential — This land use is defined as a fully subdivided residential parcel that has more than one residential unit developed on the property or is part of a development that is considered multiple-unit complex. This land use is assessed 0.75 EDU per unit. (Currently this land use is applicable to only the new development known as Prospector's Court)

Planned-Residential Development — This land use is defined as any property not fully subdivided with a specific number of proposed single-family residential units or multi-family residential units to be developed on the parcel. This land use type is assessed at 1.0 EDU per planned single-family residential lot and or 0.75 EDU per multi-family residential unit.

Undefined Vacant Land — This land use is defined as property that is currently identified as vacant land, that is not actively being developed and/or is not directly adjacent to or associated with existing District improvements and infrastructure. This land use designation typically identifies rural vacant land. This land use is assessed at 1.0 EDU per parcel regardless of the size of the parcel.

Defined-Planned Vacant Land — This land use is defined as property that is currently identified as vacant land, but is either actively being developed and/or is directly adjacent to or associated with existing District improvements and infrastructure. This land use designation may include undeveloped residential or commercial properties that are part of an overall development plan. This land use is assessed at 1.0 EDU per acre. Parcels less than 1 acre are assigned a minimum of 1.0 EDU. Parcels over 50 acres are assigned a maximum of 50 EDU.

Developed Commercial — This land use is defined as property developed for either commercial or industrial use. This land use type is assessed at 4.0 EDU per acre. Parcels less than 0.25 acres are assigned a minimum of 1.0 EDU and there is no maximum acreage cap, as is the case with Vacant Commercial Property.

Recreational or Limited Commercial Use — This land use is defined as property used for recreational or commercial use that is not part of the improvements provided by the District. This land use classification may include but is not limited to golf courses, commercial parking lots or commercial properties that less than ten percent of the total acreage has been developed. This land use is assessed at 2.0 EDU per acre. Similar to commercial properties, there is no maximum acreage cap for this land use, but parcels less than 0.5 acres, are assigned a minimum 1.0 EDU.

Exempt Parcels — This land use identifies properties that are not assessed and are assigned 0.00 EDU. This land use classification may include but is not limited to lots or

parcels identified as public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, open space areas and rights-of-ways, public greenbelts and parkways; utility rights-of-ways; common areas, sliver parcels and bifurcated lots or any other property that cannot be developed, park properties and other publicly owned that are part of the District improvements or that have little or no improvement value. These types of parcels are considered to receive little or no benefit from the improvements and are therefore exempted from assessment.

The following table provides a listing of land use types, land use code designations, the Equivalent Dwelling Unit factor applied to that land use type, and the multiplying factor used to calculate each parcel's individual EDU.

Property Type	EDU	Multiplier
Single Family Residential	1	Per Unit/Lot/Parcel
Multifamily Residential	0.75	Per Unit
Planned-Residential Development	1	Per Planned Single Family Unit
	0.75	Per Planned Multi-Family Unit
Undefined Vacant Lot	1	Per Parcel
Defined Planned Vacant Lot	1	Per Acre
Developed Commercial	4	Per Acre
Recreational or Limited Commercial Use	2	Per Acre
Exempt	0	Per Parcel

Land Use Codes and Equivalent Dwelling Units

The benefit formula applied to parcels within the District is based on the preceding discussion of Equivalent Dwelling Units and the table above. Each parcel's EDU correlates the parcel's special benefit received as compared to all other parcels benefiting from the improvements.

The following formula is used to calculate each parcel's EDU (proportional benefit).

$$\text{Parcel Type EDU} \times \text{Acres or Units} = \text{Parcel's EDU}$$

The total number of EDU's is the sum of all individual EDU's applied to parcels that receive a special benefit from the District improvements. An assessment rate per EDU ("Rate") is established by taking the "Balance to Levy" established for each Zone of the District (including the Regional Improvements) and dividing the total EDU's of all parcels benefiting from those improvements. This calculated "Rate per EDU" is then applied back to each parcel's assigned EDU to determine the parcel's proportionate benefit and assessment obligation for the improvement.

$$\begin{aligned} \text{Total Balance to Levy} / \text{Total EDU} &= \text{Rate per EDU} \\ \text{Rate per EDU} \times \text{Parcel EDU} &= \text{Parcel Levy Amount} \end{aligned}$$

The formulas described in the preceding description of calculating each parcel's Levy Amount is applied separately for both Regional (District-wide) Benefits and the Zone Benefits applicable to each parcel. The combined amount of the Regional and Zone

assessment is the parcel's annual assessment amount (Levy) that will be submitted to the County for inclusion on the property tax roll.

D. ASSESSMENT RANGE FORMULA

Any new or increase in assessments require certain noticing and meeting requirements by law. Prior to the passage of Proposition 218, legislative changes in the Brown Act defined the definition of “new or increased assessment” to exclude certain conditions. These conditions included “any assessment that does not exceed an assessment formula or range of assessments previously adopted by the agency or approved by the voters in the area where the assessment is imposed.” This definition and conditions were later confirmed through SB919 (Proposition 218 implementation statutes).

The purpose of establishing an assessment range formula is to provide for reasonable increases and inflationary adjustment to annual assessments without requiring costly noticing and mailing procedures, which could add to the District costs and assessments. Generally, if the proposed annual assessment (levy per unit or rate) for the current fiscal year is less than or equals to the “Maximum Assessment” (or “Adjusted Maximum Assessment”), then the proposed annual assessment is not considered an increased assessment. The Maximum Assessment for all assessments in this District is equal to the initial Assessment approved by property owners adjusted annually by the following criteria:

- Beginning in Fiscal Year 2002/03 and each fiscal year thereafter, the Maximum Assessment will be recalculated annually.
- The new adjusted Maximum Assessment for the year represents the prior year's Maximum Assessment adjusted by three percent (3.0%).
- The Maximum Assessment is adjusted each year independent of the annual assessment calculation. While the actual amount assessed may fluctuate each year, the maximum will continue to be increased by 3%, and in any given year the assessment may be applied at the Maximum Assessment.

Any proposed annual assessment (rate per EDU) less than or equal to this Maximum Assessment is not considered an increased assessment, even if the proposed assessment is greater than the assessment applied in the prior fiscal year. The City Council may reduce or freeze the Maximum Assessment at any time by amending the Engineer's Annual Report.

Although the Maximum Assessment will increase each year, the actual assessment may remain virtually unchanged. If the budget and assessments for the fiscal year does not require an increase, or the increase is less than the adjusted Maximum Assessment, then the required budget and the assessment may be approved by the City Council without a property owner balloting. If the budget and the assessments calculated requires an assessment greater than the adjusted Maximum Assessment, the assessment would be considered an assessment increase and to impose such an increase the City must comply with the provisions of *Article XIID, Section 4(c)* of the Constitution, which requires a public hearing and certain protest procedures including mailed notice of the public

hearing and property owner protest balloting. Property owners through the balloting process must approve the proposed assessment increase before it can be imposed. If the proposed assessment is approved, then a new Maximum Assessment is established for the District. If the proposed assessment is not approved, the City Council may not levy an assessment greater than the adjusted Maximum Assessment previously established for the District.

PART III — DISTRICT BUDGET

The following summarizes the District's adjusted Maximum Assessment Rates for Fiscal Year 2025/2026:

- The Maximum Assessment Rate for District-Wide Improvements is \$298.88/EDU.
- The Maximum Assessment Rate for Zone 01 Improvements is \$97.69/EDU.
- The Maximum Assessment Rate for Zone 02 Improvements is \$108.16/EDU.
- The Maximum Assessment Rate for Zone 03 Improvements is \$0.00/EDU.
- The Maximum Assessment Rate for Zone 04 Improvements is \$111.73/EDU.

The Total Adjusted Maximum Assessment Rate applicable to parcels in each Zone is as follows:

- Zone 01 \$396.57 (\$298.88+\$97.69)
- Zone 02 \$407.04 (\$298.88+\$108.16)
- Zone 03 \$298.88 (\$298.88+\$0.00)
- Zone 04 \$410.61 (\$298.88+\$111.73)

The following page outlines the Crossroads Landscaping and Lighting District's proposed budget and assessments for Fiscal Year 2025/2026. The budget identifies the estimated expenses and cost allocation of the improvements for each of the District's Zone improvements to establish the proposed District assessments for Fiscal Year 2025/2026.

The Capital Improvement Project (CIP) fund is used to upgrade certain improvements within the District. These improvements have a useful life of five years or more and include:

- Roundabout improvements on Antique Rose Way
- Install benches, shade structures and playground improvements within Silva Community Park
- Install benches along the park trail
- Install shade structures within the Neighborhood Park
- Repair to sidewalks along Crawford Road
- Installation of benches along the basin on Homewood Way.
- Install public bathroom within the Neighborhood Park.
- Removal of trees and asphalt repairs

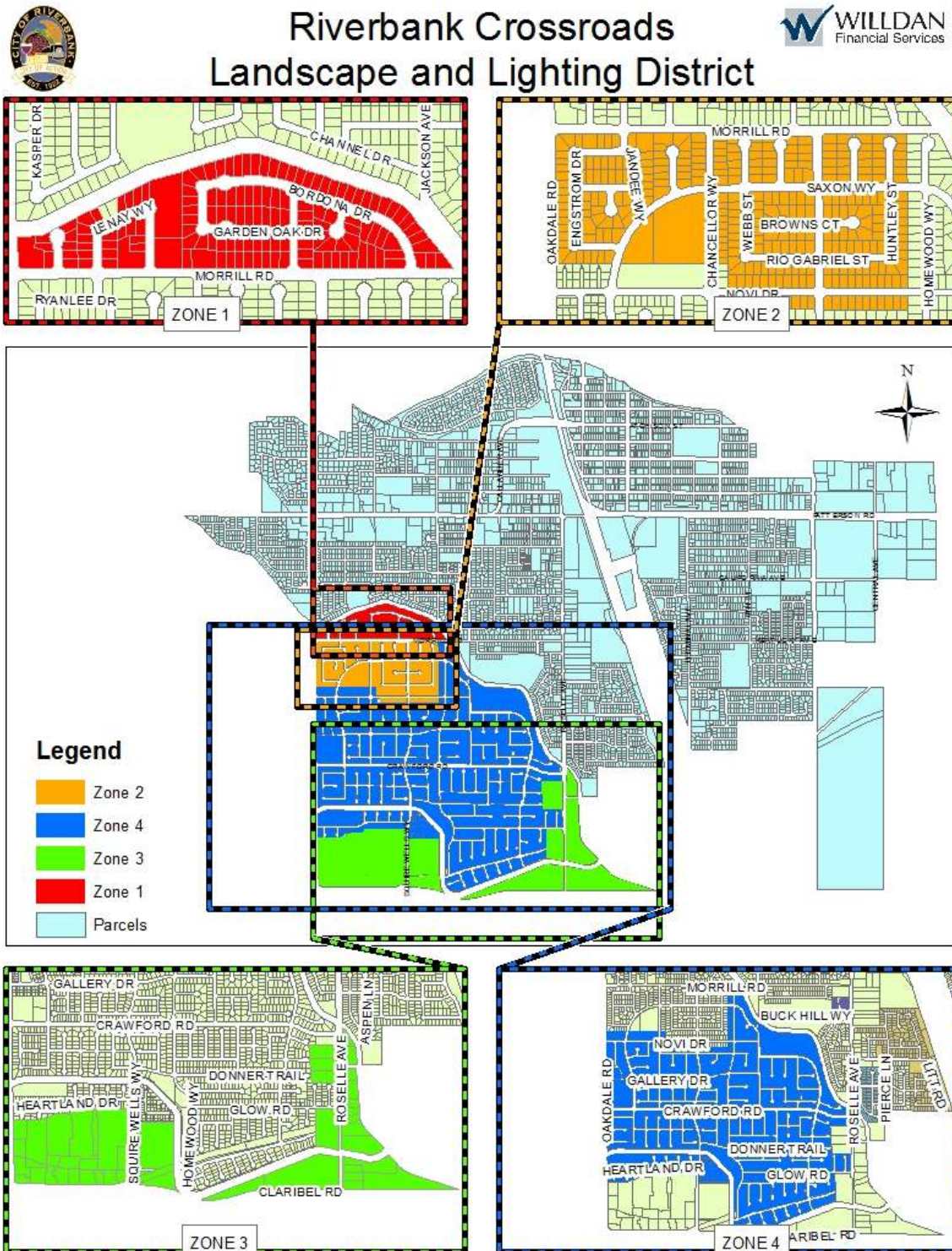
District Budget Fiscal Year 2025/2026

BUDGET ITEM	General Benefit	District Benefit	Zone 1	Zone 2	Zone 3	Zone 4	Total Budget
DIRECT COSTS							
Parkway Landscape Maintenance	\$3,500	\$14,180	\$3,480	\$10,800	\$0	\$29,940	\$61,900
Median/Traffic Circle Maintenance	1,000	18,060	0	0	0	1,000	20,060
Trail Landscape Maintenance	0	6,960	0	0	0	0	6,960
Park/Open Space Landscape Maintenance	11,880	33,095	0	0	0	1,500	46,475
Drainage Channel Maintenance	0	0	0	0	0	5,000	5,000
Pedestrian Connection	0	360	0	0	0	800	1,160
Landscape Reserves/Weed Abatement	0	0	0	0	0	0	0
Repairs/Abatement	0	60,000	3,355	8,935	0	0	72,290
Landscape	0	0	0	0	0	0	0
Utilities	0	56,000	0	0	0	0	56,000
Neighborhood Park Maintenance	0	67,945	0	0	0	0	67,945
Miscellaneous/Materials/Equipment	0	1,620	0	0	0	0	1,620
Street Light Maintenance	0	0	0	0	0	0	0
Capital Expenditure	0	0	0	0	0	0	0
Direct Costs Subtotal	\$16,380	\$258,220	\$6,835	\$19,735	\$0	\$38,240	\$339,410
ADMINISTRATION COSTS							
City Administration & Overhead	\$500	\$30,000	\$500	\$7,500	\$0	\$30,000	\$68,500
District Administration	0	7,152	0	0	0	0	7,152
County Administration Fee	0	456	0	0	0	0	456
Miscellaneous Administration Expenses	0	0	0	0	0	0	0
Administrative Costs Subtotal	\$500	\$37,608	\$500	\$7,500	\$0	\$30,000	\$76,108
LEVY BREAKDOWN							
Total Direct and Admin. Costs	\$16,880	\$295,828	\$7,335	\$27,235	\$0	\$68,240	\$415,518
Reserve Collection/ (Transfers)	0	64,789	6,177	5,967	0	25,612	102,544
Improvement Replacement Fund Collection	0	0	0	0	0	0	0
(Sub-Total) Levy Collection	\$16,880	\$360,616	\$13,512	\$33,202	\$0	\$93,852	\$518,062
Reserve Fund Contribution	0	0	0	0	0	0	0
Capital Improvement Project Contributions	0	0	0	0	0	0	0
Contributions & Other Revenue Sources	0	0	0	0	0	0	0
(Sub-Total) Levy Reduction	0	0	0	0	0	0	0
Balance to Levy	\$16,880	\$360,616	\$13,512	\$33,202	\$0	\$93,852	\$518,062
DISTRICT STATISTICS							
Total Parcels		2,218	140	307	41	1,730	
Total Parcels Levied		2,186	140	307	40	1,699	
Total Equivalent Dwelling Units (EDU)		2,382.98	150.60	307.00	233.14	1,692.24	
Levy per EDU		\$151.33	\$89.72	\$108.15	\$0.00	\$55.46	
Maximum Levy per EDU		\$298.88	\$97.69	\$108.16	\$0.00	\$111.73	
FUND BALANCE INFORMATION							
Reserve Fund Balance		\$17,104	\$21,380	\$58,439	\$0	\$45,611	\$142,533
Reserve Fund Activity		64,789	6,177	5,967	0	25,612	102,544
Projected Ending Reserve Fund Balance		\$81,892	\$27,557	\$64,406	\$0	\$71,222	\$245,078
Capital Improvement Project Fund Balance		\$0	\$0	\$0	\$0	\$0	\$0
Capital Expenditure/Improvement Fund Activity		0	0	0	0	0	0
Projected Ending Improvement Fund Balance		\$0	\$0	\$0	\$0	\$0	\$0
Total Projected Available Fund Balance		\$81,892	\$27,557	\$64,406	\$0	\$71,222	\$245,077

PART V — DISTRICT DIAGRAMS

The parcels within the Riverbank Crossroads Landscaping and Lighting District consist of all lots, parcels and subdivisions of land located in the development area known as the “Crossroads Specific Plan”. The following page provides a Boundary Diagram that provides an overview of the District’s location and identifies the exterior boundaries of the District as well as the Zones within the District. Together the Boundary Diagram and the Assessment Roll contained in Part V of this Report constitute the District’s Assessment Diagram for Fiscal Year 2025/2026. Details regarding the lines and dimensions of the parcels within the District are shown on the Stanislaus County Assessor’s Parcel Maps (APN Maps) and by reference the APN Maps are made part of this Report.

**MAP OF ASSESSED PARCELS WITHIN THE
RIVERBANK CROSSROADS LANDSCAPING AND LIGHTING DISTRICT
CITY OF RIVERBANK, COUNTY OF STANISLAUS, STATE OF CALIFORNIA**



PART VI — 2025/2026 ASSESSMENT ROLL

Parcel identification for each lot or parcel within the District shall be the parcel as shown on the Stanislaus County Secured Roll for the year in which this Report is prepared and reflective of the Assessor's Parcel Maps. A listing of parcels assessed within this District, along with the proposed assessment amounts is included in the following pages.

The assessments as approved will be submitted to the County Auditor/Controller to be included on the property tax roll for each parcel within the District. If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the current fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rate contained in this Report as approved by the City Council.

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-051-001-000	1	1.00	\$151.33	\$89.72	\$241.04
075-051-002-000	1	1.00	151.33	89.72	241.04
075-051-003-000	1	1.00	151.33	89.72	241.04
075-051-004-000	1	1.00	151.33	89.72	241.04
075-051-005-000	1	1.00	151.33	89.72	241.04
075-051-006-000	1	1.00	151.33	89.72	241.04
075-051-007-000	1	1.00	151.33	89.72	241.04
075-051-008-000	1	1.00	151.33	89.72	241.04
075-051-009-000	1	1.00	151.33	89.72	241.04
075-051-010-000	1	1.00	151.33	89.72	241.04
075-051-011-000	1	1.00	151.33	89.72	241.04
075-051-012-000	1	1.00	151.33	89.72	241.04
075-051-013-000	1	1.00	151.33	89.72	241.04
075-051-014-000	1	1.00	151.33	89.72	241.04
075-051-015-000	1	1.00	151.33	89.72	241.04
075-051-016-000	1	1.00	151.33	89.72	241.04
075-051-017-000	1	1.00	151.33	89.72	241.04
075-051-018-000	1	1.00	151.33	89.72	241.04
075-051-019-000	1	1.00	151.33	89.72	241.04
075-051-020-000	1	1.00	151.33	89.72	241.04
075-051-021-000	1	1.00	151.33	89.72	241.04
075-051-022-000	1	1.00	151.33	89.72	241.04
075-051-023-000	1	1.00	151.33	89.72	241.04
075-051-024-000	1	1.00	151.33	89.72	241.04
075-051-025-000	1	1.00	151.33	89.72	241.04
075-051-026-000	1	1.00	151.33	89.72	241.04
075-051-027-000	1	1.00	151.33	89.72	241.04
075-051-028-000	1	1.00	151.33	89.72	241.04
075-051-029-000	1	1.00	151.33	89.72	241.04
075-051-030-000	1	1.00	151.33	89.72	241.04
075-051-032-000	1	1.00	151.33	89.72	241.04
075-051-033-000	1	1.00	151.33	89.72	241.04
075-051-034-000	1	1.00	151.33	89.72	241.04
075-051-035-000	1	1.00	151.33	89.72	241.04
075-051-036-000	1	1.00	151.33	89.72	241.04
075-051-037-000	1	1.00	151.33	89.72	241.04
075-051-038-000	1	1.00	151.33	89.72	241.04
075-051-039-000	1	1.00	151.33	89.72	241.04
075-051-040-000	1	1.00	151.33	89.72	241.04
075-051-041-000	1	1.00	151.33	89.72	241.04
075-051-042-000	1	1.00	151.33	89.72	241.04
075-051-043-000	1	1.00	151.33	89.72	241.04
075-051-044-000	1	1.00	151.33	89.72	241.04
075-051-045-000	1	1.00	151.33	89.72	241.04
075-051-046-000	1	1.00	151.33	89.72	241.04
075-051-047-000	1	1.00	151.33	89.72	241.04
075-051-048-000	1	1.00	151.33	89.72	241.04
075-051-049-000	1	1.00	151.33	89.72	241.04
075-051-050-000	1	1.00	151.33	89.72	241.04
075-051-051-000	1	1.00	151.33	89.72	241.04
075-051-052-000	1	1.00	151.33	89.72	241.04
075-051-053-000	1	1.00	151.33	89.72	241.04
075-051-054-000	1	1.00	151.33	89.72	241.04
075-051-055-000	1	1.00	151.33	89.72	241.04
075-051-056-000	1	1.00	151.33	89.72	241.04
075-051-057-000	1	1.00	151.33	89.72	241.04
075-051-058-000	1	1.00	151.33	89.72	241.04
075-051-059-000	1	1.00	151.33	89.72	241.04
075-051-060-000	1	1.00	151.33	89.72	241.04
075-051-061-000	1	1.00	151.33	89.72	241.04
075-051-062-000	1	1.00	151.33	89.72	241.04
075-051-063-000	1	1.00	151.33	89.72	241.04

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-051-064-000	1	1.00	151.33	89.72	241.04
075-051-065-000	1	1.00	151.33	89.72	241.04
075-051-066-000	1	1.00	151.33	89.72	241.04
075-051-067-000	1	1.00	151.33	89.72	241.04
075-051-068-000	1	1.00	151.33	89.72	241.04
075-051-069-000	1	1.00	151.33	89.72	241.04
075-051-070-000	1	1.00	151.33	89.72	241.04
075-053-001-000	1	1.00	151.33	89.72	241.04
075-053-002-000	1	1.00	151.33	89.72	241.04
075-053-003-000	1	1.00	151.33	89.72	241.04
075-053-004-000	1	1.00	151.33	89.72	241.04
075-053-005-000	1	1.00	151.33	89.72	241.04
075-053-006-000	1	1.00	151.33	89.72	241.04
075-053-007-000	1	1.00	151.33	89.72	241.04
075-053-008-000	1	1.00	151.33	89.72	241.04
075-053-009-000	1	1.00	151.33	89.72	241.04
075-053-010-000	1	1.00	151.33	89.72	241.04
075-053-011-000	1	1.00	151.33	89.72	241.04
075-053-012-000	1	1.00	151.33	89.72	241.04
075-053-013-000	1	1.00	151.33	89.72	241.04
075-053-014-000	1	1.00	151.33	89.72	241.04
075-053-015-000	1	1.00	151.33	89.72	241.04
075-053-016-000	1	1.00	151.33	89.72	241.04
075-053-017-000	1	1.00	151.33	89.72	241.04
075-053-018-000	1	1.00	151.33	89.72	241.04
075-053-019-000	1	1.00	151.33	89.72	241.04
075-053-020-000	1	1.00	151.33	89.72	241.04
075-053-021-000	1	1.00	151.33	89.72	241.04
075-053-022-000	1	1.00	151.33	89.72	241.04
075-053-023-000	1	1.00	151.33	89.72	241.04
075-053-024-000	1	1.00	151.33	89.72	241.04
075-053-025-000	1	1.00	151.33	89.72	241.04
075-053-026-000	1	1.00	151.33	89.72	241.04
075-053-027-000	1	1.00	151.33	89.72	241.04
075-053-028-000	1	1.00	151.33	89.72	241.04
075-053-029-000	1	1.00	151.33	89.72	241.04
075-053-030-000	1	1.00	151.33	89.72	241.04
075-053-031-000	1	1.00	151.33	89.72	241.04
075-053-032-000	1	1.00	151.33	89.72	241.04
075-053-033-000	1	1.00	151.33	89.72	241.04
075-053-034-000	1	1.00	151.33	89.72	241.04
075-053-035-000	1	1.00	151.33	89.72	241.04
075-053-036-000	1	1.00	151.33	89.72	241.04
075-053-037-000	1	1.00	151.33	89.72	241.04
075-057-001-000	1	2.60	393.46	233.27	626.72
075-057-002-000	1	1.00	151.33	89.72	241.04
075-057-003-000	1	1.00	151.33	89.72	241.04
075-057-004-000	1	1.00	151.33	89.72	241.04
075-057-005-000	1	1.00	151.33	89.72	241.04
075-057-006-000	1	1.00	151.33	89.72	241.04
075-057-007-000	1	1.00	151.33	89.72	241.04
075-057-008-000	1	1.00	151.33	89.72	241.04
075-057-009-000	1	1.00	151.33	89.72	241.04
075-057-010-000	1	1.00	151.33	89.72	241.04
075-057-011-000	1	1.00	151.33	89.72	241.04
075-057-012-000	1	1.00	151.33	89.72	241.04
075-057-013-000	1	1.00	151.33	89.72	241.04
075-057-014-000	1	1.00	151.33	89.72	241.04
075-057-015-000	1	1.00	151.33	89.72	241.04
075-057-016-000	1	1.00	151.33	89.72	241.04
075-057-019-000	1	1.00	151.33	89.72	241.04
075-057-020-000	1	1.00	151.33	89.72	241.04

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-057-021-000	1	1.00	151.33	89.72	241.04
075-057-022-000	1	1.00	151.33	89.72	241.04
075-057-026-000	1	1.00	151.33	89.72	241.04
075-057-027-000	1	1.00	151.33	89.72	241.04
075-057-028-000	1	1.00	151.33	89.72	241.04
075-057-029-000	1	1.00	151.33	89.72	241.04
075-057-030-000	1	1.00	151.33	89.72	241.04
075-057-031-000	1	1.00	151.33	89.72	241.04
075-057-032-000	1	1.00	151.33	89.72	241.04
075-057-033-000	1	1.00	151.33	89.72	241.04
075-057-034-000	1	1.00	151.33	89.72	241.04
075-057-035-000	1	1.00	151.33	89.72	241.04
075-057-036-000	1	1.00	151.33	89.72	241.04
075-057-037-000	1	1.00	151.33	89.72	241.04
075-057-038-000	1	1.00	151.33	89.72	241.04
075-057-039-000	1	10.00	1,513.30	897.20	2,410.50
075-059-001-000	2	1.00	151.33	108.15	259.48
075-059-002-000	2	1.00	151.33	108.15	259.48
075-059-003-000	2	1.00	151.33	108.15	259.48
075-059-004-000	2	1.00	151.33	108.15	259.48
075-059-005-000	2	1.00	151.33	108.15	259.48
075-059-006-000	2	1.00	151.33	108.15	259.48
075-059-007-000	2	1.00	151.33	108.15	259.48
075-059-008-000	2	1.00	151.33	108.15	259.48
075-059-009-000	2	1.00	151.33	108.15	259.48
075-059-010-000	2	1.00	151.33	108.15	259.48
075-059-011-000	2	1.00	151.33	108.15	259.48
075-059-012-000	2	1.00	151.33	108.15	259.48
075-059-013-000	2	1.00	151.33	108.15	259.48
075-059-014-000	2	1.00	151.33	108.15	259.48
075-059-015-000	2	1.00	151.33	108.15	259.48
075-059-016-000	2	1.00	151.33	108.15	259.48
075-059-017-000	2	1.00	151.33	108.15	259.48
075-059-018-000	2	1.00	151.33	108.15	259.48
075-059-019-000	2	1.00	151.33	108.15	259.48
075-059-020-000	2	1.00	151.33	108.15	259.48
075-059-021-000	2	1.00	151.33	108.15	259.48
075-059-022-000	2	1.00	151.33	108.15	259.48
075-059-023-000	2	1.00	151.33	108.15	259.48
075-059-024-000	2	1.00	151.33	108.15	259.48
075-059-025-000	2	1.00	151.33	108.15	259.48
075-059-026-000	2	1.00	151.33	108.15	259.48
075-059-027-000	2	1.00	151.33	108.15	259.48
075-059-028-000	2	1.00	151.33	108.15	259.48
075-059-029-000	2	1.00	151.33	108.15	259.48
075-059-030-000	2	1.00	151.33	108.15	259.48
075-059-031-000	2	1.00	151.33	108.15	259.48
075-059-032-000	2	1.00	151.33	108.15	259.48
075-059-033-000	2	1.00	151.33	108.15	259.48
075-059-034-000	2	1.00	151.33	108.15	259.48
075-059-035-000	2	1.00	151.33	108.15	259.48
075-059-036-000	2	1.00	151.33	108.15	259.48
075-059-037-000	2	1.00	151.33	108.15	259.48
075-059-038-000	2	1.00	151.33	108.15	259.48
075-059-039-000	2	1.00	151.33	108.15	259.48
075-059-041-000	2	1.00	151.33	108.15	259.48
075-059-042-000	2	1.00	151.33	108.15	259.48
075-059-043-000	2	1.00	151.33	108.15	259.48
075-059-044-000	2	1.00	151.33	108.15	259.48
075-059-045-000	2	1.00	151.33	108.15	259.48
075-059-046-000	2	1.00	151.33	108.15	259.48
075-059-047-000	2	1.00	151.33	108.15	259.48

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-059-048-000	2	1.00	151.33	108.15	259.48
075-059-049-000	2	1.00	151.33	108.15	259.48
075-059-050-000	2	1.00	151.33	108.15	259.48
075-059-051-000	2	1.00	151.33	108.15	259.48
075-059-052-000	2	1.00	151.33	108.15	259.48
075-059-053-000	2	1.00	151.33	108.15	259.48
075-059-054-000	2	1.00	151.33	108.15	259.48
075-059-055-000	2	1.00	151.33	108.15	259.48
075-059-056-000	2	1.00	151.33	108.15	259.48
075-059-057-000	2	1.00	151.33	108.15	259.48
075-059-058-000	2	1.00	151.33	108.15	259.48
075-059-059-000	2	1.00	151.33	108.15	259.48
075-059-060-000	2	1.00	151.33	108.15	259.48
075-059-062-000	2	1.00	151.33	108.15	259.48
075-059-063-000	2	1.00	151.33	108.15	259.48
075-060-001-000	2	1.00	151.33	108.15	259.48
075-060-002-000	2	1.00	151.33	108.15	259.48
075-060-003-000	2	1.00	151.33	108.15	259.48
075-060-004-000	2	1.00	151.33	108.15	259.48
075-060-005-000	2	1.00	151.33	108.15	259.48
075-060-006-000	2	1.00	151.33	108.15	259.48
075-060-007-000	2	1.00	151.33	108.15	259.48
075-060-008-000	2	1.00	151.33	108.15	259.48
075-060-009-000	2	1.00	151.33	108.15	259.48
075-060-010-000	2	1.00	151.33	108.15	259.48
075-060-011-000	2	1.00	151.33	108.15	259.48
075-060-013-000	2	1.00	151.33	108.15	259.48
075-060-014-000	2	1.00	151.33	108.15	259.48
075-060-015-000	2	1.00	151.33	108.15	259.48
075-060-016-000	2	1.00	151.33	108.15	259.48
075-060-017-000	2	1.00	151.33	108.15	259.48
075-060-018-000	2	1.00	151.33	108.15	259.48
075-060-019-000	2	1.00	151.33	108.15	259.48
075-060-020-000	2	1.00	151.33	108.15	259.48
075-060-021-000	2	1.00	151.33	108.15	259.48
075-060-022-000	2	1.00	151.33	108.15	259.48
075-060-023-000	2	1.00	151.33	108.15	259.48
075-060-024-000	2	1.00	151.33	108.15	259.48
075-060-025-000	2	1.00	151.33	108.15	259.48
075-060-026-000	2	1.00	151.33	108.15	259.48
075-060-027-000	2	1.00	151.33	108.15	259.48
075-060-028-000	2	1.00	151.33	108.15	259.48
075-060-029-000	2	1.00	151.33	108.15	259.48
075-060-030-000	2	1.00	151.33	108.15	259.48
075-060-031-000	2	1.00	151.33	108.15	259.48
075-060-032-000	2	1.00	151.33	108.15	259.48
075-060-033-000	2	1.00	151.33	108.15	259.48
075-060-034-000	2	1.00	151.33	108.15	259.48
075-060-035-000	2	1.00	151.33	108.15	259.48
075-060-036-000	2	1.00	151.33	108.15	259.48
075-060-037-000	2	1.00	151.33	108.15	259.48
075-060-038-000	2	1.00	151.33	108.15	259.48
075-060-039-000	2	1.00	151.33	108.15	259.48
075-060-040-000	2	1.00	151.33	108.15	259.48
075-060-041-000	2	1.00	151.33	108.15	259.48
075-060-042-000	2	1.00	151.33	108.15	259.48
075-060-043-000	2	1.00	151.33	108.15	259.48
075-060-044-000	2	1.00	151.33	108.15	259.48
075-060-045-000	2	1.00	151.33	108.15	259.48
075-060-046-000	2	1.00	151.33	108.15	259.48
075-060-047-000	2	1.00	151.33	108.15	259.48
075-060-048-000	2	1.00	151.33	108.15	259.48

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-060-049-000	2	1.00	151.33	108.15	259.48
075-060-050-000	2	1.00	151.33	108.15	259.48
075-060-051-000	2	1.00	151.33	108.15	259.48
075-060-052-000	2	1.00	151.33	108.15	259.48
075-060-053-000	2	1.00	151.33	108.15	259.48
075-060-054-000	2	1.00	151.33	108.15	259.48
075-060-055-000	2	1.00	151.33	108.15	259.48
075-060-056-000	2	1.00	151.33	108.15	259.48
075-060-057-000	2	1.00	151.33	108.15	259.48
075-060-058-000	2	1.00	151.33	108.15	259.48
075-060-059-000	2	1.00	151.33	108.15	259.48
075-060-060-000	2	1.00	151.33	108.15	259.48
075-060-061-000	2	1.00	151.33	108.15	259.48
075-060-062-000	2	1.00	151.33	108.15	259.48
075-060-063-000	2	1.00	151.33	108.15	259.48
075-060-064-000	2	1.00	151.33	108.15	259.48
075-060-065-000	2	1.00	151.33	108.15	259.48
075-060-066-000	2	1.00	151.33	108.15	259.48
075-060-067-000	2	1.00	151.33	108.15	259.48
075-060-068-000	2	1.00	151.33	108.15	259.48
075-060-069-000	2	1.00	151.33	108.15	259.48
075-060-070-000	2	1.00	151.33	108.15	259.48
075-060-071-000	2	1.00	151.33	108.15	259.48
075-060-072-000	2	1.00	151.33	108.15	259.48
075-060-073-000	2	1.00	151.33	108.15	259.48
075-060-074-000	2	1.00	151.33	108.15	259.48
075-060-075-000	2	1.00	151.33	108.15	259.48
075-060-076-000	2	1.00	151.33	108.15	259.48
075-060-077-000	2	1.00	151.33	108.15	259.48
075-060-078-000	2	1.00	151.33	108.15	259.48
075-061-001-000	2	1.00	151.33	108.15	259.48
075-061-002-000	2	1.00	151.33	108.15	259.48
075-061-003-000	2	1.00	151.33	108.15	259.48
075-061-004-000	2	1.00	151.33	108.15	259.48
075-061-005-000	2	1.00	151.33	108.15	259.48
075-061-006-000	2	1.00	151.33	108.15	259.48
075-061-007-000	2	1.00	151.33	108.15	259.48
075-061-008-000	2	1.00	151.33	108.15	259.48
075-061-009-000	2	1.00	151.33	108.15	259.48
075-061-010-000	2	1.00	151.33	108.15	259.48
075-061-011-000	2	1.00	151.33	108.15	259.48
075-061-012-000	2	1.00	151.33	108.15	259.48
075-061-013-000	2	1.00	151.33	108.15	259.48
075-061-014-000	2	1.00	151.33	108.15	259.48
075-061-015-000	2	1.00	151.33	108.15	259.48
075-061-016-000	2	1.00	151.33	108.15	259.48
075-061-017-000	2	1.00	151.33	108.15	259.48
075-061-018-000	2	1.00	151.33	108.15	259.48
075-061-019-000	2	1.00	151.33	108.15	259.48
075-061-020-000	2	1.00	151.33	108.15	259.48
075-061-021-000	2	1.00	151.33	108.15	259.48
075-061-022-000	2	1.00	151.33	108.15	259.48
075-061-023-000	2	1.00	151.33	108.15	259.48
075-061-024-000	2	1.00	151.33	108.15	259.48
075-061-025-000	2	1.00	151.33	108.15	259.48
075-061-026-000	2	1.00	151.33	108.15	259.48
075-061-027-000	2	1.00	151.33	108.15	259.48
075-061-028-000	2	1.00	151.33	108.15	259.48
075-061-029-000	2	1.00	151.33	108.15	259.48
075-061-030-000	2	1.00	151.33	108.15	259.48
075-061-031-000	2	1.00	151.33	108.15	259.48
075-061-032-000	2	1.00	151.33	108.15	259.48

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-061-033-000	2	1.00	151.33	108.15	259.48
075-061-034-000	2	1.00	151.33	108.15	259.48
075-061-035-000	2	1.00	151.33	108.15	259.48
075-061-036-000	2	1.00	151.33	108.15	259.48
075-061-037-000	2	1.00	151.33	108.15	259.48
075-061-038-000	2	1.00	151.33	108.15	259.48
075-061-039-000	2	1.00	151.33	108.15	259.48
075-061-040-000	2	1.00	151.33	108.15	259.48
075-061-041-000	2	1.00	151.33	108.15	259.48
075-061-042-000	2	1.00	151.33	108.15	259.48
075-061-043-000	2	1.00	151.33	108.15	259.48
075-061-044-000	2	1.00	151.33	108.15	259.48
075-061-045-000	2	1.00	151.33	108.15	259.48
075-061-046-000	2	1.00	151.33	108.15	259.48
075-061-047-000	2	1.00	151.33	108.15	259.48
075-061-048-000	2	1.00	151.33	108.15	259.48
075-061-049-000	2	1.00	151.33	108.15	259.48
075-061-050-000	2	1.00	151.33	108.15	259.48
075-061-051-000	2	1.00	151.33	108.15	259.48
075-061-052-000	2	1.00	151.33	108.15	259.48
075-061-053-000	2	1.00	151.33	108.15	259.48
075-061-054-000	2	1.00	151.33	108.15	259.48
075-061-055-000	2	1.00	151.33	108.15	259.48
075-061-056-000	2	1.00	151.33	108.15	259.48
075-061-057-000	2	1.00	151.33	108.15	259.48
075-061-058-000	2	1.00	151.33	108.15	259.48
075-061-059-000	2	1.00	151.33	108.15	259.48
075-061-060-000	2	1.00	151.33	108.15	259.48
075-061-061-000	2	1.00	151.33	108.15	259.48
075-061-062-000	2	1.00	151.33	108.15	259.48
075-061-063-000	2	1.00	151.33	108.15	259.48
075-061-064-000	2	1.00	151.33	108.15	259.48
075-061-065-000	2	1.00	151.33	108.15	259.48
075-061-066-000	2	1.00	151.33	108.15	259.48
075-061-067-000	2	1.00	151.33	108.15	259.48
075-061-068-000	2	1.00	151.33	108.15	259.48
075-061-069-000	2	1.00	151.33	108.15	259.48
075-062-001-000	2	1.00	151.33	108.15	259.48
075-062-002-000	2	1.00	151.33	108.15	259.48
075-062-003-000	2	1.00	151.33	108.15	259.48
075-062-004-000	2	1.00	151.33	108.15	259.48
075-062-005-000	2	1.00	151.33	108.15	259.48
075-062-006-000	2	1.00	151.33	108.15	259.48
075-062-007-000	2	1.00	151.33	108.15	259.48
075-062-008-000	2	1.00	151.33	108.15	259.48
075-062-009-000	2	1.00	151.33	108.15	259.48
075-062-010-000	2	1.00	151.33	108.15	259.48
075-062-011-000	2	1.00	151.33	108.15	259.48
075-062-012-000	2	1.00	151.33	108.15	259.48
075-062-013-000	2	1.00	151.33	108.15	259.48
075-062-014-000	2	1.00	151.33	108.15	259.48
075-062-015-000	2	1.00	151.33	108.15	259.48
075-062-016-000	2	1.00	151.33	108.15	259.48
075-062-017-000	2	1.00	151.33	108.15	259.48
075-062-018-000	2	1.00	151.33	108.15	259.48
075-062-019-000	2	1.00	151.33	108.15	259.48
075-062-020-000	2	1.00	151.33	108.15	259.48
075-062-021-000	2	1.00	151.33	108.15	259.48
075-062-022-000	2	1.00	151.33	108.15	259.48
075-062-023-000	2	1.00	151.33	108.15	259.48
075-062-024-000	2	1.00	151.33	108.15	259.48
075-062-025-000	2	1.00	151.33	108.15	259.48

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-062-026-000	2	1.00	151.33	108.15	259.48
075-062-027-000	2	1.00	151.33	108.15	259.48
075-062-028-000	2	1.00	151.33	108.15	259.48
075-062-029-000	2	1.00	151.33	108.15	259.48
075-062-030-000	2	1.00	151.33	108.15	259.48
075-062-031-000	2	1.00	151.33	108.15	259.48
075-062-032-000	2	1.00	151.33	108.15	259.48
075-079-001-000	2	1.00	151.33	108.15	259.48
075-079-002-000	2	1.00	151.33	108.15	259.48
075-079-003-000	2	1.00	151.33	108.15	259.48
075-079-004-000	2	1.00	151.33	108.15	259.48
075-079-005-000	2	1.00	151.33	108.15	259.48
075-079-006-000	2	1.00	151.33	108.15	259.48
075-079-007-000	2	1.00	151.33	108.15	259.48
075-079-008-000	2	1.00	151.33	108.15	259.48
075-079-009-000	2	1.00	151.33	108.15	259.48
075-079-010-000	2	1.00	151.33	108.15	259.48
075-079-011-000	2	1.00	151.33	108.15	259.48
075-079-012-000	2	1.00	151.33	108.15	259.48
075-079-013-000	2	1.00	151.33	108.15	259.48
075-079-014-000	2	1.00	151.33	108.15	259.48
075-079-015-000	2	1.00	151.33	108.15	259.48
075-079-016-000	2	1.00	151.33	108.15	259.48
075-079-017-000	2	1.00	151.33	108.15	259.48
075-079-018-000	2	1.00	151.33	108.15	259.48
075-079-019-000	2	1.00	151.33	108.15	259.48
075-079-020-000	2	1.00	151.33	108.15	259.48
075-079-021-000	2	1.00	151.33	108.15	259.48
075-079-022-000	2	1.00	151.33	108.15	259.48
075-079-023-000	2	1.00	151.33	108.15	259.48
075-079-024-000	2	1.00	151.33	108.15	259.48
075-079-025-000	2	1.00	151.33	108.15	259.48
075-079-026-000	2	1.00	151.33	108.15	259.48
075-079-027-000	2	1.00	151.33	108.15	259.48
075-079-028-000	2	1.00	151.33	108.15	259.48
075-079-029-000	2	1.00	151.33	108.15	259.48
075-079-030-000	2	1.00	151.33	108.15	259.48
075-079-031-000	2	1.00	151.33	108.15	259.48
075-079-032-000	2	1.00	151.33	108.15	259.48
075-079-033-000	2	1.00	151.33	108.15	259.48
075-079-034-000	2	1.00	151.33	108.15	259.48
075-079-035-000	2	1.00	151.33	108.15	259.48
075-079-036-000	2	1.00	151.33	108.15	259.48
075-079-037-000	2	1.00	151.33	108.15	259.48
075-079-038-000	2	1.00	151.33	108.15	259.48
075-079-039-000	2	1.00	151.33	108.15	259.48
075-079-040-000	2	1.00	151.33	108.15	259.48
075-079-041-000	2	1.00	151.33	108.15	259.48
075-079-042-000	2	1.00	151.33	108.15	259.48
075-079-043-000	2	1.00	151.33	108.15	259.48
075-079-044-000	2	1.00	151.33	108.15	259.48
075-079-045-000	2	1.00	151.33	108.15	259.48
075-079-046-000	2	1.00	151.33	108.15	259.48
075-079-047-000	2	1.00	151.33	108.15	259.48
075-079-048-000	2	1.00	151.33	108.15	259.48
075-079-049-000	2	1.00	151.33	108.15	259.48
075-079-050-000	2	1.00	151.33	108.15	259.48
075-079-051-000	2	1.00	151.33	108.15	259.48
075-079-052-000	2	1.00	151.33	108.15	259.48
075-079-053-000	2	1.00	151.33	108.15	259.48
075-079-054-000	2	1.00	151.33	108.15	259.48
075-079-055-000	2	1.00	151.33	108.15	259.48

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-079-056-000	2	1.00	151.33	108.15	259.48
075-079-057-000	2	1.00	151.33	108.15	259.48
075-079-058-000	2	1.00	151.33	108.15	259.48
075-079-059-000	2	1.00	151.33	108.15	259.48
075-079-060-000	2	1.00	151.33	108.15	259.48
075-079-061-000	2	1.00	151.33	108.15	259.48
075-079-062-000	2	1.00	151.33	108.15	259.48
075-079-063-000	2	1.00	151.33	108.15	259.48
075-079-064-000	2	1.00	151.33	108.15	259.48
075-079-065-000	2	1.00	151.33	108.15	259.48
075-079-066-000	2	1.00	151.33	108.15	259.48
075-079-067-000	2	1.00	151.33	108.15	259.48
075-079-068-000	2	1.00	151.33	108.15	259.48
075-014-026-000	3	11.04	1,670.68	0.00	1,670.68
075-014-027-000	3	1.00	151.33	0.00	151.32
075-021-001-000	3	1.00	151.33	0.00	151.32
075-021-002-000	3	1.00	151.33	0.00	151.32
075-021-020-000	3	1.00	151.33	0.00	151.32
075-021-021-000	3	1.00	151.33	0.00	151.32
075-021-022-000	3	1.00	151.33	0.00	151.32
075-025-003-000	3	1.00	151.33	0.00	151.32
075-025-005-000	3	1.00	151.33	0.00	151.32
075-025-007-000	3	3.72	562.95	0.00	562.94
075-025-008-000	3	3.72	562.95	0.00	562.94
075-025-009-000	3	3.72	562.95	0.00	562.94
075-025-010-000	3	13.20	1,997.56	0.00	1,997.54
075-025-011-000	3	7.00	1,059.31	0.00	1,059.30
075-069-002-000	3	1.00	151.33	0.00	151.32
075-069-003-000	3	1.00	151.33	0.00	151.32
075-073-002-000	3	1.00	151.33	0.00	151.32
075-093-024-000	3	1.44	217.92	0.00	217.90
075-093-025-000	3	2.11	319.31	0.00	319.30
075-093-030-000	3	23.92	3,619.81	0.00	3,619.80
075-093-031-000	3	19.56	2,960.01	0.00	2,960.00
075-093-034-000	3	6.24	944.30	0.00	944.28
075-093-035-000	3	3.60	544.79	0.00	544.78
075-093-036-000	3	4.32	653.75	0.00	653.74
075-093-037-000	3	2.92	441.88	0.00	441.88
075-093-038-000	3	5.40	817.18	0.00	817.18
075-093-039-000	3	1.14	172.52	0.00	172.50
075-093-040-000	3	3.80	575.05	0.00	575.04
075-093-041-000	3	26.28	3,976.95	0.00	3,976.94
075-093-043-000	3	5.80	877.71	0.00	877.70
075-093-047-000	3	0.84	127.12	0.00	127.10
075-093-049-000	3	5.12	774.81	0.00	774.80
075-093-051-000	3	23.92	3,619.81	0.00	3,619.80
075-093-052-000	3	19.56	2,960.01	0.00	2,960.00
075-093-053-000	3	1.56	236.07	0.00	236.06
075-093-054-000	3	4.24	641.64	0.00	641.62
075-093-058-000	3	4.24	641.64	0.00	641.62
075-093-061-000	3	8.00	1,210.64	0.00	1,210.64
075-093-062-000	3	1.21	183.11	0.00	183.10
075-093-063-000	3	4.52	684.01	0.00	684.00
075-064-001-000	4	1.00	151.33	55.46	206.78
075-064-002-000	4	1.00	151.33	55.46	206.78
075-064-003-000	4	1.00	151.33	55.46	206.78
075-064-004-000	4	1.00	151.33	55.46	206.78
075-064-005-000	4	1.00	151.33	55.46	206.78
075-064-006-000	4	1.00	151.33	55.46	206.78
075-064-007-000	4	1.00	151.33	55.46	206.78
075-064-008-000	4	1.00	151.33	55.46	206.78
075-064-009-000	4	1.00	151.33	55.46	206.78

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-064-010-000	4	1.00	151.33	55.46	206.78
075-064-011-000	4	1.00	151.33	55.46	206.78
075-064-012-000	4	1.00	151.33	55.46	206.78
075-064-013-000	4	1.00	151.33	55.46	206.78
075-064-014-000	4	1.00	151.33	55.46	206.78
075-064-015-000	4	1.00	151.33	55.46	206.78
075-064-016-000	4	1.00	151.33	55.46	206.78
075-064-017-000	4	1.00	151.33	55.46	206.78
075-064-018-000	4	1.00	151.33	55.46	206.78
075-064-019-000	4	1.00	151.33	55.46	206.78
075-064-020-000	4	1.00	151.33	55.46	206.78
075-064-021-000	4	1.00	151.33	55.46	206.78
075-064-022-000	4	1.00	151.33	55.46	206.78
075-064-023-000	4	1.00	151.33	55.46	206.78
075-064-024-000	4	1.00	151.33	55.46	206.78
075-064-025-000	4	1.00	151.33	55.46	206.78
075-064-026-000	4	1.00	151.33	55.46	206.78
075-064-027-000	4	1.00	151.33	55.46	206.78
075-064-028-000	4	1.00	151.33	55.46	206.78
075-064-029-000	4	1.00	151.33	55.46	206.78
075-064-030-000	4	1.00	151.33	55.46	206.78
075-064-031-000	4	1.00	151.33	55.46	206.78
075-064-032-000	4	1.00	151.33	55.46	206.78
075-064-033-000	4	1.00	151.33	55.46	206.78
075-064-034-000	4	1.00	151.33	55.46	206.78
075-064-035-000	4	1.00	151.33	55.46	206.78
075-064-036-000	4	1.00	151.33	55.46	206.78
075-064-037-000	4	1.00	151.33	55.46	206.78
075-064-038-000	4	1.00	151.33	55.46	206.78
075-064-040-000	4	1.00	151.33	55.46	206.78
075-064-041-000	4	1.00	151.33	55.46	206.78
075-064-042-000	4	1.00	151.33	55.46	206.78
075-064-043-000	4	1.00	151.33	55.46	206.78
075-064-044-000	4	1.00	151.33	55.46	206.78
075-064-045-000	4	1.00	151.33	55.46	206.78
075-064-046-000	4	1.00	151.33	55.46	206.78
075-064-047-000	4	1.00	151.33	55.46	206.78
075-064-048-000	4	1.00	151.33	55.46	206.78
075-064-049-000	4	1.00	151.33	55.46	206.78
075-064-050-000	4	1.00	151.33	55.46	206.78
075-064-051-000	4	1.00	151.33	55.46	206.78
075-064-052-000	4	1.00	151.33	55.46	206.78
075-064-053-000	4	1.00	151.33	55.46	206.78
075-064-054-000	4	1.00	151.33	55.46	206.78
075-064-055-000	4	1.00	151.33	55.46	206.78
075-064-056-000	4	1.00	151.33	55.46	206.78
075-064-057-000	4	1.00	151.33	55.46	206.78
075-064-058-000	4	1.00	151.33	55.46	206.78
075-064-059-000	4	1.00	151.33	55.46	206.78
075-064-060-000	4	1.00	151.33	55.46	206.78
075-064-061-000	4	1.00	151.33	55.46	206.78
075-064-062-000	4	1.00	151.33	55.46	206.78
075-064-063-000	4	1.00	151.33	55.46	206.78
075-064-064-000	4	1.00	151.33	55.46	206.78
075-064-065-000	4	1.00	151.33	55.46	206.78
075-064-066-000	4	1.00	151.33	55.46	206.78
075-064-067-000	4	1.00	151.33	55.46	206.78
075-064-068-000	4	1.00	151.33	55.46	206.78
075-064-069-000	4	1.00	151.33	55.46	206.78
075-064-070-000	4	1.00	151.33	55.46	206.78
075-065-001-000	4	1.00	151.33	55.46	206.78
075-065-002-000	4	1.00	151.33	55.46	206.78

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-065-003-000	4	1.00	151.33	55.46	206.78
075-065-004-000	4	1.00	151.33	55.46	206.78
075-065-005-000	4	1.00	151.33	55.46	206.78
075-065-006-000	4	1.00	151.33	55.46	206.78
075-065-007-000	4	1.00	151.33	55.46	206.78
075-065-008-000	4	1.00	151.33	55.46	206.78
075-065-009-000	4	1.00	151.33	55.46	206.78
075-065-010-000	4	1.00	151.33	55.46	206.78
075-065-011-000	4	1.00	151.33	55.46	206.78
075-065-012-000	4	1.00	151.33	55.46	206.78
075-065-013-000	4	1.00	151.33	55.46	206.78
075-065-014-000	4	1.00	151.33	55.46	206.78
075-065-015-000	4	1.00	151.33	55.46	206.78
075-065-016-000	4	1.00	151.33	55.46	206.78
075-065-018-000	4	1.00	151.33	55.46	206.78
075-065-019-000	4	1.00	151.33	55.46	206.78
075-065-020-000	4	1.00	151.33	55.46	206.78
075-065-021-000	4	1.00	151.33	55.46	206.78
075-065-022-000	4	1.00	151.33	55.46	206.78
075-065-023-000	4	1.00	151.33	55.46	206.78
075-065-024-000	4	1.00	151.33	55.46	206.78
075-065-025-000	4	1.00	151.33	55.46	206.78
075-065-026-000	4	1.00	151.33	55.46	206.78
075-065-027-000	4	1.00	151.33	55.46	206.78
075-065-028-000	4	1.00	151.33	55.46	206.78
075-065-029-000	4	1.00	151.33	55.46	206.78
075-065-030-000	4	1.00	151.33	55.46	206.78
075-065-031-000	4	1.00	151.33	55.46	206.78
075-065-032-000	4	1.00	151.33	55.46	206.78
075-065-033-000	4	1.00	151.33	55.46	206.78
075-065-034-000	4	1.00	151.33	55.46	206.78
075-065-035-000	4	1.00	151.33	55.46	206.78
075-065-036-000	4	1.00	151.33	55.46	206.78
075-065-037-000	4	1.00	151.33	55.46	206.78
075-065-038-000	4	1.00	151.33	55.46	206.78
075-065-039-000	4	1.00	151.33	55.46	206.78
075-065-040-000	4	1.00	151.33	55.46	206.78
075-065-041-000	4	1.00	151.33	55.46	206.78
075-065-042-000	4	1.00	151.33	55.46	206.78
075-065-043-000	4	1.00	151.33	55.46	206.78
075-065-044-000	4	1.00	151.33	55.46	206.78
075-065-045-000	4	1.00	151.33	55.46	206.78
075-065-046-000	4	1.00	151.33	55.46	206.78
075-065-047-000	4	1.00	151.33	55.46	206.78
075-065-048-000	4	1.00	151.33	55.46	206.78
075-065-049-000	4	1.00	151.33	55.46	206.78
075-065-050-000	4	1.00	151.33	55.46	206.78
075-065-051-000	4	1.00	151.33	55.46	206.78
075-065-052-000	4	1.00	151.33	55.46	206.78
075-065-053-000	4	1.00	151.33	55.46	206.78
075-065-054-000	4	1.00	151.33	55.46	206.78
075-066-006-000	4	1.00	151.33	55.46	206.78
075-066-007-000	4	1.00	151.33	55.46	206.78
075-066-008-000	4	1.00	151.33	55.46	206.78
075-066-009-000	4	1.00	151.33	55.46	206.78
075-066-010-000	4	1.00	151.33	55.46	206.78
075-066-011-000	4	1.00	151.33	55.46	206.78
075-066-012-000	4	1.00	151.33	55.46	206.78
075-066-013-000	4	1.00	151.33	55.46	206.78
075-066-014-000	4	1.00	151.33	55.46	206.78
075-066-015-000	4	1.00	151.33	55.46	206.78
075-066-016-000	4	1.00	151.33	55.46	206.78

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-066-017-000	4	1.00	151.33	55.46	206.78
075-066-018-000	4	1.00	151.33	55.46	206.78
075-066-019-000	4	1.00	151.33	55.46	206.78
075-066-020-000	4	1.00	151.33	55.46	206.78
075-066-021-000	4	1.00	151.33	55.46	206.78
075-066-022-000	4	1.00	151.33	55.46	206.78
075-066-023-000	4	1.00	151.33	55.46	206.78
075-066-024-000	4	1.00	151.33	55.46	206.78
075-066-025-000	4	1.00	151.33	55.46	206.78
075-066-026-000	4	1.00	151.33	55.46	206.78
075-066-027-000	4	1.00	151.33	55.46	206.78
075-066-028-000	4	1.00	151.33	55.46	206.78
075-066-029-000	4	1.00	151.33	55.46	206.78
075-066-030-000	4	1.00	151.33	55.46	206.78
075-066-031-000	4	1.00	151.33	55.46	206.78
075-066-032-000	4	1.00	151.33	55.46	206.78
075-066-033-000	4	1.00	151.33	55.46	206.78
075-066-034-000	4	1.00	151.33	55.46	206.78
075-066-035-000	4	1.00	151.33	55.46	206.78
075-066-036-000	4	1.00	151.33	55.46	206.78
075-066-037-000	4	1.00	151.33	55.46	206.78
075-066-038-000	4	1.00	151.33	55.46	206.78
075-066-039-000	4	1.00	151.33	55.46	206.78
075-066-040-000	4	1.00	151.33	55.46	206.78
075-066-041-000	4	1.00	151.33	55.46	206.78
075-066-042-000	4	1.00	151.33	55.46	206.78
075-067-001-000	4	1.00	151.33	55.46	206.78
075-067-002-000	4	1.00	151.33	55.46	206.78
075-067-003-000	4	1.00	151.33	55.46	206.78
075-067-004-000	4	1.00	151.33	55.46	206.78
075-067-005-000	4	1.00	151.33	55.46	206.78
075-067-006-000	4	1.00	151.33	55.46	206.78
075-067-007-000	4	1.00	151.33	55.46	206.78
075-067-008-000	4	1.00	151.33	55.46	206.78
075-067-009-000	4	1.00	151.33	55.46	206.78
075-067-010-000	4	1.00	151.33	55.46	206.78
075-067-011-000	4	1.00	151.33	55.46	206.78
075-067-012-000	4	1.00	151.33	55.46	206.78
075-067-013-000	4	1.00	151.33	55.46	206.78
075-067-014-000	4	1.00	151.33	55.46	206.78
075-067-015-000	4	1.00	151.33	55.46	206.78
075-067-016-000	4	1.00	151.33	55.46	206.78
075-067-017-000	4	1.00	151.33	55.46	206.78
075-067-018-000	4	1.00	151.33	55.46	206.78
075-067-019-000	4	1.00	151.33	55.46	206.78
075-067-020-000	4	1.00	151.33	55.46	206.78
075-067-021-000	4	1.00	151.33	55.46	206.78
075-067-022-000	4	1.00	151.33	55.46	206.78
075-067-023-000	4	1.00	151.33	55.46	206.78
075-067-024-000	4	1.00	151.33	55.46	206.78
075-067-025-000	4	1.00	151.33	55.46	206.78
075-067-026-000	4	1.00	151.33	55.46	206.78
075-067-027-000	4	1.00	151.33	55.46	206.78
075-067-028-000	4	1.00	151.33	55.46	206.78
075-067-029-000	4	1.00	151.33	55.46	206.78
075-067-030-000	4	1.00	151.33	55.46	206.78
075-067-031-000	4	1.00	151.33	55.46	206.78
075-067-032-000	4	1.00	151.33	55.46	206.78
075-067-033-000	4	1.00	151.33	55.46	206.78
075-067-034-000	4	1.00	151.33	55.46	206.78
075-067-035-000	4	1.00	151.33	55.46	206.78
075-067-036-000	4	1.00	151.33	55.46	206.78

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-067-037-000	4	1.00	151.33	55.46	206.78
075-067-038-000	4	1.00	151.33	55.46	206.78
075-067-039-000	4	1.00	151.33	55.46	206.78
075-067-040-000	4	1.00	151.33	55.46	206.78
075-067-041-000	4	1.00	151.33	55.46	206.78
075-067-042-000	4	1.00	151.33	55.46	206.78
075-067-043-000	4	1.00	151.33	55.46	206.78
075-067-044-000	4	1.00	151.33	55.46	206.78
075-067-045-000	4	1.00	151.33	55.46	206.78
075-067-046-000	4	1.00	151.33	55.46	206.78
075-067-047-000	4	1.00	151.33	55.46	206.78
075-067-048-000	4	1.00	151.33	55.46	206.78
075-067-049-000	4	1.00	151.33	55.46	206.78
075-067-050-000	4	1.00	151.33	55.46	206.78
075-067-051-000	4	1.00	151.33	55.46	206.78
075-067-052-000	4	1.00	151.33	55.46	206.78
075-067-053-000	4	1.00	151.33	55.46	206.78
075-067-054-000	4	1.00	151.33	55.46	206.78
075-067-055-000	4	1.00	151.33	55.46	206.78
075-067-056-000	4	1.00	151.33	55.46	206.78
075-067-057-000	4	1.00	151.33	55.46	206.78
075-067-058-000	4	1.00	151.33	55.46	206.78
075-067-059-000	4	1.00	151.33	55.46	206.78
075-067-060-000	4	1.00	151.33	55.46	206.78
075-067-061-000	4	1.00	151.33	55.46	206.78
075-067-062-000	4	1.00	151.33	55.46	206.78
075-067-063-000	4	1.00	151.33	55.46	206.78
075-067-064-000	4	1.00	151.33	55.46	206.78
075-067-065-000	4	1.00	151.33	55.46	206.78
075-067-066-000	4	1.00	151.33	55.46	206.78
075-067-067-000	4	1.00	151.33	55.46	206.78
075-067-068-000	4	1.00	151.33	55.46	206.78
075-067-069-000	4	1.00	151.33	55.46	206.78
075-067-070-000	4	1.00	151.33	55.46	206.78
075-067-071-000	4	1.00	151.33	55.46	206.78
075-067-072-000	4	1.00	151.33	55.46	206.78
075-067-073-000	4	1.00	151.33	55.46	206.78
075-067-074-000	4	1.00	151.33	55.46	206.78
075-067-075-000	4	1.00	151.33	55.46	206.78
075-067-076-000	4	1.00	151.33	55.46	206.78
075-067-077-000	4	1.00	151.33	55.46	206.78
075-067-078-000	4	1.00	151.33	55.46	206.78
075-067-079-000	4	1.00	151.33	55.46	206.78
075-067-080-000	4	1.00	151.33	55.46	206.78
075-067-081-000	4	1.00	151.33	55.46	206.78
075-067-082-000	4	1.00	151.33	55.46	206.78
075-067-083-000	4	1.00	151.33	55.46	206.78
075-067-084-000	4	1.00	151.33	55.46	206.78
075-067-085-000	4	1.00	151.33	55.46	206.78
075-067-086-000	4	1.00	151.33	55.46	206.78
075-067-087-000	4	1.00	151.33	55.46	206.78
075-067-088-000	4	1.00	151.33	55.46	206.78
075-067-089-000	4	1.00	151.33	55.46	206.78
075-068-001-000	4	1.00	151.33	55.46	206.78
075-068-002-000	4	1.00	151.33	55.46	206.78
075-068-003-000	4	1.00	151.33	55.46	206.78
075-068-004-000	4	1.00	151.33	55.46	206.78
075-068-005-000	4	1.00	151.33	55.46	206.78
075-068-006-000	4	1.00	151.33	55.46	206.78
075-068-007-000	4	1.00	151.33	55.46	206.78
075-068-008-000	4	1.00	151.33	55.46	206.78
075-068-009-000	4	1.00	151.33	55.46	206.78

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-068-010-000	4	1.00	151.33	55.46	206.78
075-068-012-000	4	1.00	151.33	55.46	206.78
075-068-013-000	4	1.00	151.33	55.46	206.78
075-068-014-000	4	1.00	151.33	55.46	206.78
075-068-015-000	4	1.00	151.33	55.46	206.78
075-068-016-000	4	1.00	151.33	55.46	206.78
075-068-017-000	4	1.00	151.33	55.46	206.78
075-068-018-000	4	1.00	151.33	55.46	206.78
075-068-019-000	4	1.00	151.33	55.46	206.78
075-068-020-000	4	1.00	151.33	55.46	206.78
075-068-021-000	4	1.00	151.33	55.46	206.78
075-068-022-000	4	1.00	151.33	55.46	206.78
075-068-023-000	4	1.00	151.33	55.46	206.78
075-068-024-000	4	1.00	151.33	55.46	206.78
075-068-025-000	4	1.00	151.33	55.46	206.78
075-068-026-000	4	1.00	151.33	55.46	206.78
075-068-027-000	4	1.00	151.33	55.46	206.78
075-068-028-000	4	1.00	151.33	55.46	206.78
075-068-029-000	4	1.00	151.33	55.46	206.78
075-068-030-000	4	1.00	151.33	55.46	206.78
075-068-031-000	4	1.00	151.33	55.46	206.78
075-068-032-000	4	1.00	151.33	55.46	206.78
075-068-033-000	4	1.00	151.33	55.46	206.78
075-068-034-000	4	1.00	151.33	55.46	206.78
075-068-035-000	4	1.00	151.33	55.46	206.78
075-068-036-000	4	1.00	151.33	55.46	206.78
075-068-037-000	4	1.00	151.33	55.46	206.78
075-068-038-000	4	1.00	151.33	55.46	206.78
075-068-039-000	4	1.00	151.33	55.46	206.78
075-068-040-000	4	1.00	151.33	55.46	206.78
075-068-041-000	4	1.00	151.33	55.46	206.78
075-068-042-000	4	1.00	151.33	55.46	206.78
075-068-043-000	4	1.00	151.33	55.46	206.78
075-068-044-000	4	1.00	151.33	55.46	206.78
075-068-045-000	4	1.00	151.33	55.46	206.78
075-068-046-000	4	1.00	151.33	55.46	206.78
075-068-047-000	4	1.00	151.33	55.46	206.78
075-068-048-000	4	1.00	151.33	55.46	206.78
075-068-049-000	4	1.00	151.33	55.46	206.78
075-068-050-000	4	1.00	151.33	55.46	206.78
075-068-051-000	4	1.00	151.33	55.46	206.78
075-068-052-000	4	1.00	151.33	55.46	206.78
075-068-053-000	4	1.00	151.33	55.46	206.78
075-068-054-000	4	1.00	151.33	55.46	206.78
075-068-055-000	4	1.00	151.33	55.46	206.78
075-068-056-000	4	1.00	151.33	55.46	206.78
075-068-057-000	4	1.00	151.33	55.46	206.78
075-068-058-000	4	1.00	151.33	55.46	206.78
075-068-059-000	4	1.00	151.33	55.46	206.78
075-068-060-000	4	1.00	151.33	55.46	206.78
075-069-004-000	4	1.00	151.33	55.46	206.78
075-069-005-000	4	1.00	151.33	55.46	206.78
075-069-006-000	4	1.00	151.33	55.46	206.78
075-069-007-000	4	1.00	151.33	55.46	206.78
075-069-008-000	4	1.00	151.33	55.46	206.78
075-069-009-000	4	1.00	151.33	55.46	206.78
075-069-010-000	4	1.00	151.33	55.46	206.78
075-069-011-000	4	1.00	151.33	55.46	206.78
075-069-012-000	4	1.00	151.33	55.46	206.78
075-069-013-000	4	1.00	151.33	55.46	206.78
075-069-014-000	4	1.00	151.33	55.46	206.78
075-069-015-000	4	1.00	151.33	55.46	206.78

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-069-016-000	4	1.00	151.33	55.46	206.78
075-069-017-000	4	1.00	151.33	55.46	206.78
075-069-018-000	4	1.00	151.33	55.46	206.78
075-069-019-000	4	1.00	151.33	55.46	206.78
075-069-020-000	4	1.00	151.33	55.46	206.78
075-069-021-000	4	1.00	151.33	55.46	206.78
075-069-022-000	4	1.00	151.33	55.46	206.78
075-069-023-000	4	1.00	151.33	55.46	206.78
075-069-024-000	4	1.00	151.33	55.46	206.78
075-069-025-000	4	1.00	151.33	55.46	206.78
075-069-026-000	4	1.00	151.33	55.46	206.78
075-069-027-000	4	1.00	151.33	55.46	206.78
075-069-028-000	4	1.00	151.33	55.46	206.78
075-070-001-000	4	1.00	151.33	55.46	206.78
075-070-002-000	4	1.00	151.33	55.46	206.78
075-070-003-000	4	1.00	151.33	55.46	206.78
075-071-001-000	4	1.00	151.33	55.46	206.78
075-071-002-000	4	1.00	151.33	55.46	206.78
075-071-003-000	4	1.00	151.33	55.46	206.78
075-071-004-000	4	1.00	151.33	55.46	206.78
075-071-005-000	4	1.00	151.33	55.46	206.78
075-071-006-000	4	1.00	151.33	55.46	206.78
075-071-007-000	4	1.00	151.33	55.46	206.78
075-071-008-000	4	1.00	151.33	55.46	206.78
075-071-009-000	4	1.00	151.33	55.46	206.78
075-071-010-000	4	1.00	151.33	55.46	206.78
075-071-011-000	4	1.00	151.33	55.46	206.78
075-071-012-000	4	1.00	151.33	55.46	206.78
075-071-013-000	4	1.00	151.33	55.46	206.78
075-071-014-000	4	1.00	151.33	55.46	206.78
075-071-015-000	4	1.00	151.33	55.46	206.78
075-071-016-000	4	1.00	151.33	55.46	206.78
075-071-017-000	4	1.00	151.33	55.46	206.78
075-071-018-000	4	1.00	151.33	55.46	206.78
075-071-019-000	4	1.00	151.33	55.46	206.78
075-071-020-000	4	1.00	151.33	55.46	206.78
075-071-021-000	4	1.00	151.33	55.46	206.78
075-071-023-000	4	1.00	151.33	55.46	206.78
075-071-024-000	4	1.00	151.33	55.46	206.78
075-071-025-000	4	1.00	151.33	55.46	206.78
075-071-026-000	4	1.00	151.33	55.46	206.78
075-071-027-000	4	1.00	151.33	55.46	206.78
075-071-028-000	4	1.00	151.33	55.46	206.78
075-071-029-000	4	1.00	151.33	55.46	206.78
075-071-030-000	4	1.00	151.33	55.46	206.78
075-071-031-000	4	1.00	151.33	55.46	206.78
075-071-032-000	4	1.00	151.33	55.46	206.78
075-071-033-000	4	1.00	151.33	55.46	206.78
075-071-034-000	4	1.00	151.33	55.46	206.78
075-071-035-000	4	1.00	151.33	55.46	206.78
075-071-036-000	4	1.00	151.33	55.46	206.78
075-071-037-000	4	1.00	151.33	55.46	206.78
075-071-038-000	4	1.00	151.33	55.46	206.78
075-071-039-000	4	1.00	151.33	55.46	206.78
075-071-040-000	4	1.00	151.33	55.46	206.78
075-071-041-000	4	1.00	151.33	55.46	206.78
075-071-042-000	4	1.00	151.33	55.46	206.78
075-071-043-000	4	1.00	151.33	55.46	206.78
075-071-044-000	4	1.00	151.33	55.46	206.78
075-071-045-000	4	1.00	151.33	55.46	206.78
075-071-046-000	4	1.00	151.33	55.46	206.78
075-071-047-000	4	1.00	151.33	55.46	206.78

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-071-048-000	4	1.00	151.33	55.46	206.78
075-071-049-000	4	1.00	151.33	55.46	206.78
075-071-050-000	4	1.00	151.33	55.46	206.78
075-071-051-000	4	1.00	151.33	55.46	206.78
075-071-052-000	4	1.00	151.33	55.46	206.78
075-071-056-000	4	1.00	151.33	55.46	206.78
075-071-057-000	4	1.00	151.33	55.46	206.78
075-071-059-000	4	1.00	151.33	55.46	206.78
075-071-060-000	4	1.00	151.33	55.46	206.78
075-071-061-000	4	1.00	151.33	55.46	206.78
075-072-001-000	4	1.00	151.33	55.46	206.78
075-072-002-000	4	1.00	151.33	55.46	206.78
075-072-003-000	4	1.00	151.33	55.46	206.78
075-072-004-000	4	1.00	151.33	55.46	206.78
075-072-005-000	4	1.00	151.33	55.46	206.78
075-072-006-000	4	1.00	151.33	55.46	206.78
075-072-007-000	4	1.00	151.33	55.46	206.78
075-072-008-000	4	1.00	151.33	55.46	206.78
075-072-009-000	4	1.00	151.33	55.46	206.78
075-072-010-000	4	1.00	151.33	55.46	206.78
075-072-011-000	4	1.00	151.33	55.46	206.78
075-072-012-000	4	1.00	151.33	55.46	206.78
075-072-013-000	4	1.00	151.33	55.46	206.78
075-072-014-000	4	1.00	151.33	55.46	206.78
075-072-015-000	4	1.00	151.33	55.46	206.78
075-072-016-000	4	1.00	151.33	55.46	206.78
075-072-017-000	4	1.00	151.33	55.46	206.78
075-072-018-000	4	1.00	151.33	55.46	206.78
075-072-019-000	4	1.00	151.33	55.46	206.78
075-072-020-000	4	1.00	151.33	55.46	206.78
075-072-021-000	4	1.00	151.33	55.46	206.78
075-072-022-000	4	1.00	151.33	55.46	206.78
075-072-023-000	4	1.00	151.33	55.46	206.78
075-072-024-000	4	1.00	151.33	55.46	206.78
075-072-025-000	4	1.00	151.33	55.46	206.78
075-072-026-000	4	1.00	151.33	55.46	206.78
075-072-027-000	4	1.00	151.33	55.46	206.78
075-072-028-000	4	1.00	151.33	55.46	206.78
075-072-029-000	4	1.00	151.33	55.46	206.78
075-072-030-000	4	1.00	151.33	55.46	206.78
075-072-031-000	4	1.00	151.33	55.46	206.78
075-072-032-000	4	1.00	151.33	55.46	206.78
075-072-033-000	4	1.00	151.33	55.46	206.78
075-072-034-000	4	1.00	151.33	55.46	206.78
075-072-035-000	4	1.00	151.33	55.46	206.78
075-072-036-000	4	1.00	151.33	55.46	206.78
075-072-037-000	4	1.00	151.33	55.46	206.78
075-072-038-000	4	1.00	151.33	55.46	206.78
075-072-039-000	4	1.00	151.33	55.46	206.78
075-072-040-000	4	1.00	151.33	55.46	206.78
075-072-041-000	4	1.00	151.33	55.46	206.78
075-072-042-000	4	1.00	151.33	55.46	206.78
075-072-043-000	4	1.00	151.33	55.46	206.78
075-072-044-000	4	1.00	151.33	55.46	206.78
075-072-045-000	4	1.00	151.33	55.46	206.78
075-072-046-000	4	1.00	151.33	55.46	206.78
075-072-047-000	4	1.00	151.33	55.46	206.78
075-072-048-000	4	1.00	151.33	55.46	206.78
075-072-049-000	4	1.00	151.33	55.46	206.78
075-072-050-000	4	1.00	151.33	55.46	206.78
075-072-051-000	4	1.00	151.33	55.46	206.78
075-072-052-000	4	1.00	151.33	55.46	206.78

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-072-053-000	4	1.00	151.33	55.46	206.78
075-072-054-000	4	1.00	151.33	55.46	206.78
075-072-055-000	4	1.00	151.33	55.46	206.78
075-072-056-000	4	1.00	151.33	55.46	206.78
075-072-057-000	4	1.00	151.33	55.46	206.78
075-072-058-000	4	1.00	151.33	55.46	206.78
075-072-059-000	4	1.00	151.33	55.46	206.78
075-072-060-000	4	1.00	151.33	55.46	206.78
075-072-061-000	4	1.00	151.33	55.46	206.78
075-072-062-000	4	1.00	151.33	55.46	206.78
075-072-063-000	4	1.00	151.33	55.46	206.78
075-072-064-000	4	1.00	151.33	55.46	206.78
075-072-065-000	4	1.00	151.33	55.46	206.78
075-072-066-000	4	1.00	151.33	55.46	206.78
075-072-067-000	4	1.00	151.33	55.46	206.78
075-072-068-000	4	1.00	151.33	55.46	206.78
075-072-069-000	4	1.00	151.33	55.46	206.78
075-072-070-000	4	1.00	151.33	55.46	206.78
075-072-071-000	4	1.00	151.33	55.46	206.78
075-072-072-000	4	1.00	151.33	55.46	206.78
075-072-073-000	4	1.00	151.33	55.46	206.78
075-072-074-000	4	1.00	151.33	55.46	206.78
075-072-075-000	4	1.00	151.33	55.46	206.78
075-072-076-000	4	1.00	151.33	55.46	206.78
075-072-077-000	4	1.00	151.33	55.46	206.78
075-072-078-000	4	1.00	151.33	55.46	206.78
075-072-081-000	4	1.00	151.33	55.46	206.78
075-072-082-000	4	1.00	151.33	55.46	206.78
075-072-083-000	4	1.00	151.33	55.46	206.78
075-072-084-000	4	1.00	151.33	55.46	206.78
075-072-085-000	4	1.00	151.33	55.46	206.78
075-072-086-000	4	1.00	151.33	55.46	206.78
075-072-087-000	4	1.00	151.33	55.46	206.78
075-072-088-000	4	1.00	151.33	55.46	206.78
075-072-089-000	4	1.00	151.33	55.46	206.78
075-072-090-000	4	1.00	151.33	55.46	206.78
075-072-091-000	4	1.00	151.33	55.46	206.78
075-072-092-000	4	1.00	151.33	55.46	206.78
075-072-093-000	4	1.00	151.33	55.46	206.78
075-072-094-000	4	1.00	151.33	55.46	206.78
075-072-095-000	4	1.00	151.33	55.46	206.78
075-072-096-000	4	1.00	151.33	55.46	206.78
075-073-005-000	4	1.00	151.33	55.46	206.78
075-073-006-000	4	1.00	151.33	55.46	206.78
075-073-007-000	4	1.00	151.33	55.46	206.78
075-073-008-000	4	1.00	151.33	55.46	206.78
075-073-009-000	4	1.00	151.33	55.46	206.78
075-073-010-000	4	1.00	151.33	55.46	206.78
075-073-011-000	4	1.00	151.33	55.46	206.78
075-073-012-000	4	1.00	151.33	55.46	206.78
075-073-013-000	4	1.00	151.33	55.46	206.78
075-073-014-000	4	1.00	151.33	55.46	206.78
075-073-015-000	4	1.00	151.33	55.46	206.78
075-073-016-000	4	1.00	151.33	55.46	206.78
075-073-017-000	4	1.00	151.33	55.46	206.78
075-073-018-000	4	1.00	151.33	55.46	206.78
075-073-019-000	4	1.00	151.33	55.46	206.78
075-073-020-000	4	1.00	151.33	55.46	206.78
075-073-021-000	4	1.00	151.33	55.46	206.78
075-073-022-000	4	1.00	151.33	55.46	206.78
075-073-023-000	4	1.00	151.33	55.46	206.78
075-073-024-000	4	1.00	151.33	55.46	206.78

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-073-025-000	4	1.00	151.33	55.46	206.78
075-073-026-000	4	1.00	151.33	55.46	206.78
075-073-027-000	4	1.00	151.33	55.46	206.78
075-073-028-000	4	1.00	151.33	55.46	206.78
075-073-029-000	4	1.00	151.33	55.46	206.78
075-073-030-000	4	1.00	151.33	55.46	206.78
075-073-031-000	4	1.00	151.33	55.46	206.78
075-073-032-000	4	1.00	151.33	55.46	206.78
075-073-033-000	4	1.00	151.33	55.46	206.78
075-073-034-000	4	1.00	151.33	55.46	206.78
075-073-035-000	4	1.00	151.33	55.46	206.78
075-073-036-000	4	1.00	151.33	55.46	206.78
075-073-037-000	4	1.00	151.33	55.46	206.78
075-073-038-000	4	1.00	151.33	55.46	206.78
075-073-039-000	4	1.00	151.33	55.46	206.78
075-073-040-000	4	1.00	151.33	55.46	206.78
075-073-041-000	4	1.00	151.33	55.46	206.78
075-073-042-000	4	1.00	151.33	55.46	206.78
075-073-043-000	4	1.00	151.33	55.46	206.78
075-073-044-000	4	1.00	151.33	55.46	206.78
075-073-045-000	4	1.00	151.33	55.46	206.78
075-073-046-000	4	1.00	151.33	55.46	206.78
075-073-047-000	4	1.00	151.33	55.46	206.78
075-073-048-000	4	1.00	151.33	55.46	206.78
075-073-049-000	4	1.00	151.33	55.46	206.78
075-073-050-000	4	1.00	151.33	55.46	206.78
075-073-051-000	4	1.00	151.33	55.46	206.78
075-073-052-000	4	1.00	151.33	55.46	206.78
075-073-053-000	4	1.00	151.33	55.46	206.78
075-073-054-000	4	1.00	151.33	55.46	206.78
075-073-055-000	4	1.00	151.33	55.46	206.78
075-073-056-000	4	1.00	151.33	55.46	206.78
075-073-057-000	4	1.00	151.33	55.46	206.78
075-073-058-000	4	1.00	151.33	55.46	206.78
075-073-059-000	4	1.00	151.33	55.46	206.78
075-073-060-000	4	1.00	151.33	55.46	206.78
075-073-061-000	4	1.00	151.33	55.46	206.78
075-073-062-000	4	1.00	151.33	55.46	206.78
075-073-063-000	4	9.00	1,361.97	499.14	1,861.10
075-073-064-000	4	9.00	1,361.97	499.14	1,861.10
075-073-065-000	4	1.00	151.33	55.46	206.78
075-073-066-000	4	1.00	151.33	55.46	206.78
075-073-067-000	4	1.00	151.33	55.46	206.78
075-073-068-000	4	1.00	151.33	55.46	206.78
075-073-069-000	4	1.00	151.33	55.46	206.78
075-073-070-000	4	1.00	151.33	55.46	206.78
075-073-071-000	4	1.00	151.33	55.46	206.78
075-073-072-000	4	1.00	151.33	55.46	206.78
075-073-073-000	4	1.00	151.33	55.46	206.78
075-073-074-000	4	1.00	151.33	55.46	206.78
075-073-075-000	4	1.00	151.33	55.46	206.78
075-073-076-000	4	1.00	151.33	55.46	206.78
075-073-077-000	4	1.00	151.33	55.46	206.78
075-073-078-000	4	1.00	151.33	55.46	206.78
075-073-079-000	4	1.00	151.33	55.46	206.78
075-073-080-000	4	1.00	151.33	55.46	206.78
075-073-081-000	4	1.00	151.33	55.46	206.78
075-073-082-000	4	1.00	151.33	55.46	206.78
075-073-083-000	4	1.00	151.33	55.46	206.78
075-073-084-000	4	1.00	151.33	55.46	206.78
075-073-085-000	4	1.00	151.33	55.46	206.78
075-073-086-000	4	1.00	151.33	55.46	206.78

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-073-087-000	4	1.00	151.33	55.46	206.78
075-073-088-000	4	1.00	151.33	55.46	206.78
075-073-089-000	4	1.00	151.33	55.46	206.78
075-073-090-000	4	1.00	151.33	55.46	206.78
075-073-091-000	4	1.00	151.33	55.46	206.78
075-073-092-000	4	1.00	151.33	55.46	206.78
075-073-093-000	4	1.00	151.33	55.46	206.78
075-073-094-000	4	1.00	151.33	55.46	206.78
075-073-095-000	4	1.00	151.33	55.46	206.78
075-073-096-000	4	1.00	151.33	55.46	206.78
075-073-097-000	4	1.00	151.33	55.46	206.78
075-073-098-000	4	1.00	151.33	55.46	206.78
075-073-099-000	4	1.00	151.33	55.46	206.78
075-073-100-000	4	1.00	151.33	55.46	206.78
075-073-101-000	4	1.00	151.33	55.46	206.78
075-073-102-000	4	1.00	151.33	55.46	206.78
075-073-103-000	4	1.00	151.33	55.46	206.78
075-073-104-000	4	1.00	151.33	55.46	206.78
075-073-105-000	4	1.00	151.33	55.46	206.78
075-073-106-000	4	1.00	151.33	55.46	206.78
075-073-107-000	4	1.00	151.33	55.46	206.78
075-073-108-000	4	1.00	151.33	55.46	206.78
075-073-109-000	4	1.00	151.33	55.46	206.78
075-073-110-000	4	1.00	151.33	55.46	206.78
075-073-111-000	4	1.00	151.33	55.46	206.78
075-074-001-000	4	1.00	151.33	55.46	206.78
075-074-002-000	4	1.00	151.33	55.46	206.78
075-074-003-000	4	1.00	151.33	55.46	206.78
075-074-004-000	4	1.00	151.33	55.46	206.78
075-074-005-000	4	1.00	151.33	55.46	206.78
075-074-006-000	4	1.00	151.33	55.46	206.78
075-074-007-000	4	1.00	151.33	55.46	206.78
075-074-008-000	4	1.00	151.33	55.46	206.78
075-074-009-000	4	1.00	151.33	55.46	206.78
075-074-010-000	4	1.00	151.33	55.46	206.78
075-074-011-000	4	1.00	151.33	55.46	206.78
075-074-012-000	4	1.00	151.33	55.46	206.78
075-074-013-000	4	1.00	151.33	55.46	206.78
075-074-014-000	4	1.00	151.33	55.46	206.78
075-074-015-000	4	1.00	151.33	55.46	206.78
075-074-016-000	4	1.00	151.33	55.46	206.78
075-074-017-000	4	1.00	151.33	55.46	206.78
075-074-018-000	4	1.00	151.33	55.46	206.78
075-074-019-000	4	1.00	151.33	55.46	206.78
075-074-020-000	4	1.00	151.33	55.46	206.78
075-074-021-000	4	1.00	151.33	55.46	206.78
075-074-022-000	4	1.00	151.33	55.46	206.78
075-074-023-000	4	1.00	151.33	55.46	206.78
075-074-024-000	4	1.00	151.33	55.46	206.78
075-074-025-000	4	1.00	151.33	55.46	206.78
075-074-026-000	4	1.00	151.33	55.46	206.78
075-074-027-000	4	1.00	151.33	55.46	206.78
075-074-028-000	4	1.00	151.33	55.46	206.78
075-074-029-000	4	1.00	151.33	55.46	206.78
075-074-030-000	4	1.00	151.33	55.46	206.78
075-074-031-000	4	1.00	151.33	55.46	206.78
075-074-032-000	4	1.00	151.33	55.46	206.78
075-074-033-000	4	1.00	151.33	55.46	206.78
075-074-034-000	4	1.00	151.33	55.46	206.78
075-074-035-000	4	1.00	151.33	55.46	206.78
075-074-036-000	4	1.00	151.33	55.46	206.78
075-074-037-000	4	1.00	151.33	55.46	206.78

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-074-038-000	4	1.00	151.33	55.46	206.78
075-074-039-000	4	1.00	151.33	55.46	206.78
075-074-040-000	4	1.00	151.33	55.46	206.78
075-074-041-000	4	1.00	151.33	55.46	206.78
075-074-042-000	4	1.00	151.33	55.46	206.78
075-074-043-000	4	1.00	151.33	55.46	206.78
075-074-044-000	4	1.00	151.33	55.46	206.78
075-074-045-000	4	1.00	151.33	55.46	206.78
075-074-046-000	4	1.00	151.33	55.46	206.78
075-074-047-000	4	1.00	151.33	55.46	206.78
075-074-048-000	4	1.00	151.33	55.46	206.78
075-074-049-000	4	1.00	151.33	55.46	206.78
075-074-050-000	4	1.00	151.33	55.46	206.78
075-074-051-000	4	1.00	151.33	55.46	206.78
075-074-052-000	4	1.00	151.33	55.46	206.78
075-074-053-000	4	1.00	151.33	55.46	206.78
075-074-054-000	4	1.00	151.33	55.46	206.78
075-074-055-000	4	1.00	151.33	55.46	206.78
075-074-056-000	4	1.00	151.33	55.46	206.78
075-074-057-000	4	1.00	151.33	55.46	206.78
075-074-058-000	4	1.00	151.33	55.46	206.78
075-074-059-000	4	1.00	151.33	55.46	206.78
075-074-060-000	4	1.00	151.33	55.46	206.78
075-074-061-000	4	1.00	151.33	55.46	206.78
075-074-062-000	4	1.00	151.33	55.46	206.78
075-074-063-000	4	1.00	151.33	55.46	206.78
075-074-064-000	4	1.00	151.33	55.46	206.78
075-074-065-000	4	1.00	151.33	55.46	206.78
075-074-066-000	4	1.00	151.33	55.46	206.78
075-074-067-000	4	1.00	151.33	55.46	206.78
075-074-068-000	4	1.00	151.33	55.46	206.78
075-074-069-000	4	1.00	151.33	55.46	206.78
075-074-070-000	4	1.00	151.33	55.46	206.78
075-074-071-000	4	1.00	151.33	55.46	206.78
075-074-072-000	4	1.00	151.33	55.46	206.78
075-074-073-000	4	1.00	151.33	55.46	206.78
075-074-074-000	4	1.00	151.33	55.46	206.78
075-074-075-000	4	1.00	151.33	55.46	206.78
075-074-076-000	4	1.00	151.33	55.46	206.78
075-074-077-000	4	1.00	151.33	55.46	206.78
075-074-078-000	4	1.00	151.33	55.46	206.78
075-074-079-000	4	1.00	151.33	55.46	206.78
075-074-080-000	4	1.00	151.33	55.46	206.78
075-075-001-000	4	1.00	151.33	55.46	206.78
075-075-002-000	4	1.00	151.33	55.46	206.78
075-075-003-000	4	1.00	151.33	55.46	206.78
075-075-004-000	4	1.00	151.33	55.46	206.78
075-075-005-000	4	1.00	151.33	55.46	206.78
075-075-006-000	4	1.00	151.33	55.46	206.78
075-075-007-000	4	1.00	151.33	55.46	206.78
075-075-008-000	4	1.00	151.33	55.46	206.78
075-075-009-000	4	1.00	151.33	55.46	206.78
075-075-010-000	4	1.00	151.33	55.46	206.78
075-075-011-000	4	1.00	151.33	55.46	206.78
075-075-012-000	4	1.00	151.33	55.46	206.78
075-075-013-000	4	1.00	151.33	55.46	206.78
075-075-014-000	4	1.00	151.33	55.46	206.78
075-075-015-000	4	1.00	151.33	55.46	206.78
075-075-016-000	4	1.00	151.33	55.46	206.78
075-075-017-000	4	1.00	151.33	55.46	206.78
075-075-018-000	4	1.00	151.33	55.46	206.78
075-075-019-000	4	1.00	151.33	55.46	206.78

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-075-020-000	4	1.00	151.33	55.46	206.78
075-075-021-000	4	1.00	151.33	55.46	206.78
075-075-022-000	4	1.00	151.33	55.46	206.78
075-075-023-000	4	1.00	151.33	55.46	206.78
075-075-024-000	4	1.00	151.33	55.46	206.78
075-075-025-000	4	1.00	151.33	55.46	206.78
075-075-026-000	4	1.00	151.33	55.46	206.78
075-075-027-000	4	1.00	151.33	55.46	206.78
075-075-028-000	4	1.00	151.33	55.46	206.78
075-075-029-000	4	1.00	151.33	55.46	206.78
075-075-030-000	4	1.00	151.33	55.46	206.78
075-075-032-000	4	1.00	151.33	55.46	206.78
075-075-033-000	4	1.00	151.33	55.46	206.78
075-075-034-000	4	1.00	151.33	55.46	206.78
075-075-035-000	4	1.00	151.33	55.46	206.78
075-075-036-000	4	1.00	151.33	55.46	206.78
075-075-037-000	4	1.00	151.33	55.46	206.78
075-075-038-000	4	1.00	151.33	55.46	206.78
075-075-039-000	4	1.00	151.33	55.46	206.78
075-075-040-000	4	1.00	151.33	55.46	206.78
075-075-041-000	4	1.00	151.33	55.46	206.78
075-075-042-000	4	1.00	151.33	55.46	206.78
075-075-043-000	4	1.00	151.33	55.46	206.78
075-075-044-000	4	1.00	151.33	55.46	206.78
075-075-045-000	4	1.00	151.33	55.46	206.78
075-075-046-000	4	1.00	151.33	55.46	206.78
075-075-047-000	4	1.00	151.33	55.46	206.78
075-075-048-000	4	1.00	151.33	55.46	206.78
075-075-049-000	4	1.00	151.33	55.46	206.78
075-075-050-000	4	1.00	151.33	55.46	206.78
075-075-051-000	4	1.00	151.33	55.46	206.78
075-076-001-000	4	1.00	151.33	55.46	206.78
075-076-002-000	4	1.00	151.33	55.46	206.78
075-076-003-000	4	1.00	151.33	55.46	206.78
075-076-004-000	4	1.00	151.33	55.46	206.78
075-076-005-000	4	1.00	151.33	55.46	206.78
075-076-006-000	4	1.00	151.33	55.46	206.78
075-076-007-000	4	1.00	151.33	55.46	206.78
075-076-008-000	4	1.00	151.33	55.46	206.78
075-076-009-000	4	1.00	151.33	55.46	206.78
075-076-010-000	4	1.00	151.33	55.46	206.78
075-076-011-000	4	1.00	151.33	55.46	206.78
075-076-012-000	4	1.00	151.33	55.46	206.78
075-076-013-000	4	1.00	151.33	55.46	206.78
075-076-014-000	4	1.00	151.33	55.46	206.78
075-076-015-000	4	1.00	151.33	55.46	206.78
075-076-016-000	4	1.00	151.33	55.46	206.78
075-076-017-000	4	1.00	151.33	55.46	206.78
075-076-018-000	4	1.00	151.33	55.46	206.78
075-076-019-000	4	1.00	151.33	55.46	206.78
075-076-020-000	4	1.00	151.33	55.46	206.78
075-076-021-000	4	1.00	151.33	55.46	206.78
075-076-022-000	4	1.00	151.33	55.46	206.78
075-076-023-000	4	1.00	151.33	55.46	206.78
075-076-024-000	4	1.00	151.33	55.46	206.78
075-076-025-000	4	1.00	151.33	55.46	206.78
075-076-026-000	4	1.00	151.33	55.46	206.78
075-076-027-000	4	1.00	151.33	55.46	206.78
075-076-028-000	4	1.00	151.33	55.46	206.78
075-076-029-000	4	1.00	151.33	55.46	206.78
075-076-030-000	4	1.00	151.33	55.46	206.78
075-076-031-000	4	1.00	151.33	55.46	206.78

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-076-033-000	4	1.00	151.33	55.46	206.78
075-076-034-000	4	1.00	151.33	55.46	206.78
075-076-035-000	4	1.00	151.33	55.46	206.78
075-076-036-000	4	1.00	151.33	55.46	206.78
075-076-037-000	4	1.00	151.33	55.46	206.78
075-076-038-000	4	1.00	151.33	55.46	206.78
075-076-039-000	4	1.00	151.33	55.46	206.78
075-076-040-000	4	1.00	151.33	55.46	206.78
075-076-041-000	4	1.00	151.33	55.46	206.78
075-076-042-000	4	1.00	151.33	55.46	206.78
075-076-043-000	4	1.00	151.33	55.46	206.78
075-076-044-000	4	1.00	151.33	55.46	206.78
075-076-045-000	4	1.00	151.33	55.46	206.78
075-076-046-000	4	1.00	151.33	55.46	206.78
075-076-047-000	4	1.00	151.33	55.46	206.78
075-076-048-000	4	1.00	151.33	55.46	206.78
075-076-049-000	4	1.00	151.33	55.46	206.78
075-076-050-000	4	1.00	151.33	55.46	206.78
075-076-051-000	4	1.00	151.33	55.46	206.78
075-076-052-000	4	1.00	151.33	55.46	206.78
075-076-053-000	4	1.00	151.33	55.46	206.78
075-076-054-000	4	1.00	151.33	55.46	206.78
075-077-001-000	4	1.00	151.33	55.46	206.78
075-077-002-000	4	1.00	151.33	55.46	206.78
075-077-003-000	4	1.00	151.33	55.46	206.78
075-077-004-000	4	1.00	151.33	55.46	206.78
075-077-005-000	4	1.00	151.33	55.46	206.78
075-077-006-000	4	1.00	151.33	55.46	206.78
075-077-007-000	4	1.00	151.33	55.46	206.78
075-077-008-000	4	1.00	151.33	55.46	206.78
075-077-009-000	4	1.00	151.33	55.46	206.78
075-077-010-000	4	1.00	151.33	55.46	206.78
075-077-011-000	4	1.00	151.33	55.46	206.78
075-077-012-000	4	1.00	151.33	55.46	206.78
075-077-013-000	4	1.00	151.33	55.46	206.78
075-077-014-000	4	1.00	151.33	55.46	206.78
075-077-015-000	4	1.00	151.33	55.46	206.78
075-077-016-000	4	1.00	151.33	55.46	206.78
075-077-017-000	4	1.00	151.33	55.46	206.78
075-077-018-000	4	1.00	151.33	55.46	206.78
075-077-019-000	4	1.00	151.33	55.46	206.78
075-077-020-000	4	1.00	151.33	55.46	206.78
075-077-021-000	4	1.00	151.33	55.46	206.78
075-077-022-000	4	1.00	151.33	55.46	206.78
075-077-023-000	4	1.00	151.33	55.46	206.78
075-077-024-000	4	1.00	151.33	55.46	206.78
075-077-025-000	4	1.00	151.33	55.46	206.78
075-077-026-000	4	1.00	151.33	55.46	206.78
075-077-027-000	4	1.00	151.33	55.46	206.78
075-077-028-000	4	1.00	151.33	55.46	206.78
075-077-029-000	4	1.00	151.33	55.46	206.78
075-077-030-000	4	1.00	151.33	55.46	206.78
075-077-031-000	4	1.00	151.33	55.46	206.78
075-077-032-000	4	1.00	151.33	55.46	206.78
075-077-033-000	4	1.00	151.33	55.46	206.78
075-077-034-000	4	1.00	151.33	55.46	206.78
075-077-035-000	4	1.00	151.33	55.46	206.78
075-077-036-000	4	1.00	151.33	55.46	206.78
075-077-037-000	4	1.00	151.33	55.46	206.78
075-077-038-000	4	1.00	151.33	55.46	206.78
075-077-039-000	4	1.00	151.33	55.46	206.78
075-077-040-000	4	1.00	151.33	55.46	206.78

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-077-041-000	4	1.00	151.33	55.46	206.78
075-077-042-000	4	1.00	151.33	55.46	206.78
075-077-043-000	4	1.00	151.33	55.46	206.78
075-077-044-000	4	1.00	151.33	55.46	206.78
075-077-045-000	4	1.00	151.33	55.46	206.78
075-077-046-000	4	1.00	151.33	55.46	206.78
075-077-047-000	4	1.00	151.33	55.46	206.78
075-077-048-000	4	1.00	151.33	55.46	206.78
075-077-049-000	4	1.00	151.33	55.46	206.78
075-077-050-000	4	1.00	151.33	55.46	206.78
075-077-051-000	4	1.00	151.33	55.46	206.78
075-077-052-000	4	1.00	151.33	55.46	206.78
075-077-053-000	4	1.00	151.33	55.46	206.78
075-077-054-000	4	1.00	151.33	55.46	206.78
075-077-055-000	4	1.00	151.33	55.46	206.78
075-077-056-000	4	1.00	151.33	55.46	206.78
075-077-057-000	4	1.00	151.33	55.46	206.78
075-077-058-000	4	1.00	151.33	55.46	206.78
075-077-059-000	4	1.00	151.33	55.46	206.78
075-077-060-000	4	1.00	151.33	55.46	206.78
075-077-061-000	4	1.00	151.33	55.46	206.78
075-077-062-000	4	1.00	151.33	55.46	206.78
075-077-063-000	4	1.00	151.33	55.46	206.78
075-077-064-000	4	1.00	151.33	55.46	206.78
075-077-065-000	4	1.00	151.33	55.46	206.78
075-077-066-000	4	1.00	151.33	55.46	206.78
075-077-067-000	4	1.00	151.33	55.46	206.78
075-077-068-000	4	1.00	151.33	55.46	206.78
075-077-069-000	4	1.00	151.33	55.46	206.78
075-078-001-000	4	1.00	151.33	55.46	206.78
075-078-002-000	4	1.00	151.33	55.46	206.78
075-078-003-000	4	1.00	151.33	55.46	206.78
075-078-004-000	4	1.00	151.33	55.46	206.78
075-078-007-000	4	1.00	151.33	55.46	206.78
075-078-008-000	4	1.00	151.33	55.46	206.78
075-078-009-000	4	1.00	151.33	55.46	206.78
075-078-010-000	4	1.00	151.33	55.46	206.78
075-078-011-000	4	1.00	151.33	55.46	206.78
075-078-012-000	4	1.00	151.33	55.46	206.78
075-078-013-000	4	1.00	151.33	55.46	206.78
075-078-014-000	4	1.00	151.33	55.46	206.78
075-078-015-000	4	1.00	151.33	55.46	206.78
075-078-016-000	4	1.00	151.33	55.46	206.78
075-078-017-000	4	1.00	151.33	55.46	206.78
075-078-018-000	4	1.00	151.33	55.46	206.78
075-078-019-000	4	1.00	151.33	55.46	206.78
075-078-020-000	4	1.00	151.33	55.46	206.78
075-078-021-000	4	1.00	151.33	55.46	206.78
075-078-022-000	4	1.00	151.33	55.46	206.78
075-078-023-000	4	1.00	151.33	55.46	206.78
075-078-024-000	4	1.00	151.33	55.46	206.78
075-078-025-000	4	1.00	151.33	55.46	206.78
075-078-026-000	4	1.00	151.33	55.46	206.78
075-078-027-000	4	1.00	151.33	55.46	206.78
075-078-028-000	4	1.00	151.33	55.46	206.78
075-078-029-000	4	1.00	151.33	55.46	206.78
075-078-030-000	4	1.00	151.33	55.46	206.78
075-078-031-000	4	1.00	151.33	55.46	206.78
075-078-032-000	4	1.00	151.33	55.46	206.78
075-078-033-000	4	1.00	151.33	55.46	206.78
075-078-034-000	4	1.00	151.33	55.46	206.78
075-078-035-000	4	1.00	151.33	55.46	206.78

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-078-036-000	4	1.00	151.33	55.46	206.78
075-078-037-000	4	1.00	151.33	55.46	206.78
075-078-038-000	4	1.00	151.33	55.46	206.78
075-078-039-000	4	1.00	151.33	55.46	206.78
075-078-040-000	4	1.00	151.33	55.46	206.78
075-078-041-000	4	1.00	151.33	55.46	206.78
075-078-042-000	4	1.00	151.33	55.46	206.78
075-078-043-000	4	1.00	151.33	55.46	206.78
075-078-044-000	4	1.00	151.33	55.46	206.78
075-078-045-000	4	1.00	151.33	55.46	206.78
075-078-046-000	4	1.00	151.33	55.46	206.78
075-078-047-000	4	1.00	151.33	55.46	206.78
075-078-048-000	4	1.00	151.33	55.46	206.78
075-078-049-000	4	1.00	151.33	55.46	206.78
075-078-050-000	4	1.00	151.33	55.46	206.78
075-078-051-000	4	1.00	151.33	55.46	206.78
075-078-052-000	4	1.00	151.33	55.46	206.78
075-078-053-000	4	1.00	151.33	55.46	206.78
075-078-054-000	4	1.00	151.33	55.46	206.78
075-078-055-000	4	1.00	151.33	55.46	206.78
075-078-056-000	4	1.00	151.33	55.46	206.78
075-078-057-000	4	1.00	151.33	55.46	206.78
075-078-058-000	4	1.00	151.33	55.46	206.78
075-078-059-000	4	1.00	151.33	55.46	206.78
075-078-060-000	4	1.00	151.33	55.46	206.78
075-078-061-000	4	1.00	151.33	55.46	206.78
075-078-062-000	4	1.00	151.33	55.46	206.78
075-078-063-000	4	1.00	151.33	55.46	206.78
075-078-064-000	4	1.00	151.33	55.46	206.78
075-078-065-000	4	1.00	151.33	55.46	206.78
075-078-066-000	4	1.00	151.33	55.46	206.78
075-078-068-000	4	1.00	151.33	55.46	206.78
075-078-069-000	4	1.00	151.33	55.46	206.78
075-080-001-000	4	1.00	151.33	55.46	206.78
075-080-002-000	4	1.00	151.33	55.46	206.78
075-080-003-000	4	1.00	151.33	55.46	206.78
075-080-004-000	4	1.00	151.33	55.46	206.78
075-080-005-000	4	1.00	151.33	55.46	206.78
075-080-006-000	4	1.00	151.33	55.46	206.78
075-080-007-000	4	1.00	151.33	55.46	206.78
075-080-008-000	4	1.00	151.33	55.46	206.78
075-080-009-000	4	1.00	151.33	55.46	206.78
075-080-010-000	4	1.00	151.33	55.46	206.78
075-080-011-000	4	1.00	151.33	55.46	206.78
075-080-012-000	4	1.00	151.33	55.46	206.78
075-080-013-000	4	1.00	151.33	55.46	206.78
075-080-014-000	4	1.00	151.33	55.46	206.78
075-080-015-000	4	1.00	151.33	55.46	206.78
075-080-016-000	4	1.00	151.33	55.46	206.78
075-080-017-000	4	1.00	151.33	55.46	206.78
075-080-018-000	4	1.00	151.33	55.46	206.78
075-080-019-000	4	1.00	151.33	55.46	206.78
075-080-020-000	4	1.00	151.33	55.46	206.78
075-080-021-000	4	1.00	151.33	55.46	206.78
075-080-022-000	4	1.00	151.33	55.46	206.78
075-080-023-000	4	1.00	151.33	55.46	206.78
075-080-024-000	4	1.00	151.33	55.46	206.78
075-080-025-000	4	1.00	151.33	55.46	206.78
075-080-026-000	4	1.00	151.33	55.46	206.78
075-080-027-000	4	1.00	151.33	55.46	206.78
075-080-028-000	4	1.00	151.33	55.46	206.78
075-080-029-000	4	1.00	151.33	55.46	206.78

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-080-030-000	4	1.00	151.33	55.46	206.78
075-080-031-000	4	1.00	151.33	55.46	206.78
075-080-032-000	4	1.00	151.33	55.46	206.78
075-080-033-000	4	1.00	151.33	55.46	206.78
075-080-034-000	4	1.00	151.33	55.46	206.78
075-080-035-000	4	1.00	151.33	55.46	206.78
075-080-036-000	4	1.00	151.33	55.46	206.78
075-080-037-000	4	1.00	151.33	55.46	206.78
075-080-038-000	4	1.00	151.33	55.46	206.78
075-080-039-000	4	1.00	151.33	55.46	206.78
075-080-040-000	4	1.00	151.33	55.46	206.78
075-080-041-000	4	1.00	151.33	55.46	206.78
075-080-042-000	4	1.00	151.33	55.46	206.78
075-080-043-000	4	1.00	151.33	55.46	206.78
075-080-044-000	4	1.00	151.33	55.46	206.78
075-080-045-000	4	1.00	151.33	55.46	206.78
075-080-046-000	4	1.00	151.33	55.46	206.78
075-080-047-000	4	1.00	151.33	55.46	206.78
075-080-048-000	4	1.00	151.33	55.46	206.78
075-080-049-000	4	1.00	151.33	55.46	206.78
075-080-050-000	4	1.00	151.33	55.46	206.78
075-080-051-000	4	1.00	151.33	55.46	206.78
075-080-052-000	4	1.00	151.33	55.46	206.78
075-080-053-000	4	1.00	151.33	55.46	206.78
075-080-054-000	4	1.00	151.33	55.46	206.78
075-081-001-000	4	1.00	151.33	55.46	206.78
075-081-002-000	4	1.00	151.33	55.46	206.78
075-081-003-000	4	1.00	151.33	55.46	206.78
075-081-004-000	4	1.00	151.33	55.46	206.78
075-081-005-000	4	1.00	151.33	55.46	206.78
075-081-006-000	4	1.00	151.33	55.46	206.78
075-081-007-000	4	1.00	151.33	55.46	206.78
075-081-008-000	4	1.00	151.33	55.46	206.78
075-081-009-000	4	1.00	151.33	55.46	206.78
075-081-010-000	4	1.00	151.33	55.46	206.78
075-081-011-000	4	1.00	151.33	55.46	206.78
075-081-012-000	4	1.00	151.33	55.46	206.78
075-081-013-000	4	1.00	151.33	55.46	206.78
075-081-014-000	4	1.00	151.33	55.46	206.78
075-081-015-000	4	1.00	151.33	55.46	206.78
075-081-016-000	4	1.00	151.33	55.46	206.78
075-081-017-000	4	1.00	151.33	55.46	206.78
075-081-018-000	4	1.00	151.33	55.46	206.78
075-081-019-000	4	1.00	151.33	55.46	206.78
075-081-020-000	4	1.00	151.33	55.46	206.78
075-081-021-000	4	1.00	151.33	55.46	206.78
075-081-022-000	4	1.00	151.33	55.46	206.78
075-081-023-000	4	1.00	151.33	55.46	206.78
075-081-024-000	4	1.00	151.33	55.46	206.78
075-081-025-000	4	1.00	151.33	55.46	206.78
075-081-026-000	4	1.00	151.33	55.46	206.78
075-081-027-000	4	1.00	151.33	55.46	206.78
075-081-028-000	4	1.00	151.33	55.46	206.78
075-081-029-000	4	1.00	151.33	55.46	206.78
075-081-030-000	4	1.00	151.33	55.46	206.78
075-081-031-000	4	1.00	151.33	55.46	206.78
075-081-032-000	4	1.00	151.33	55.46	206.78
075-081-034-000	4	1.00	151.33	55.46	206.78
075-081-035-000	4	1.00	151.33	55.46	206.78
075-081-036-000	4	1.00	151.33	55.46	206.78
075-081-037-000	4	1.00	151.33	55.46	206.78
075-081-038-000	4	1.00	151.33	55.46	206.78

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-081-039-000	4	1.00	151.33	55.46	206.78
075-081-040-000	4	1.00	151.33	55.46	206.78
075-081-041-000	4	1.00	151.33	55.46	206.78
075-081-042-000	4	1.00	151.33	55.46	206.78
075-081-043-000	4	1.00	151.33	55.46	206.78
075-081-044-000	4	1.00	151.33	55.46	206.78
075-081-045-000	4	1.00	151.33	55.46	206.78
075-081-046-000	4	1.00	151.33	55.46	206.78
075-081-047-000	4	1.00	151.33	55.46	206.78
075-081-048-000	4	1.00	151.33	55.46	206.78
075-081-049-000	4	1.00	151.33	55.46	206.78
075-081-050-000	4	1.00	151.33	55.46	206.78
075-081-051-000	4	1.00	151.33	55.46	206.78
075-081-052-000	4	1.00	151.33	55.46	206.78
075-081-053-000	4	1.00	151.33	55.46	206.78
075-081-054-000	4	1.00	151.33	55.46	206.78
075-081-055-000	4	1.00	151.33	55.46	206.78
075-081-056-000	4	1.00	151.33	55.46	206.78
075-081-057-000	4	1.00	151.33	55.46	206.78
075-081-058-000	4	1.00	151.33	55.46	206.78
075-081-059-000	4	1.00	151.33	55.46	206.78
075-081-060-000	4	1.00	151.33	55.46	206.78
075-082-001-000	4	1.00	151.33	55.46	206.78
075-082-002-000	4	1.00	151.33	55.46	206.78
075-082-003-000	4	1.00	151.33	55.46	206.78
075-082-004-000	4	1.00	151.33	55.46	206.78
075-082-005-000	4	1.00	151.33	55.46	206.78
075-082-006-000	4	1.00	151.33	55.46	206.78
075-082-007-000	4	1.00	151.33	55.46	206.78
075-082-008-000	4	1.00	151.33	55.46	206.78
075-082-009-000	4	1.00	151.33	55.46	206.78
075-082-010-000	4	1.00	151.33	55.46	206.78
075-082-011-000	4	1.00	151.33	55.46	206.78
075-082-012-000	4	1.00	151.33	55.46	206.78
075-082-013-000	4	1.00	151.33	55.46	206.78
075-082-014-000	4	1.00	151.33	55.46	206.78
075-082-015-000	4	1.00	151.33	55.46	206.78
075-082-016-000	4	1.00	151.33	55.46	206.78
075-082-017-000	4	1.00	151.33	55.46	206.78
075-082-018-000	4	1.00	151.33	55.46	206.78
075-082-019-000	4	1.00	151.33	55.46	206.78
075-082-020-000	4	1.00	151.33	55.46	206.78
075-082-021-000	4	1.00	151.33	55.46	206.78
075-082-022-000	4	1.00	151.33	55.46	206.78
075-082-023-000	4	1.00	151.33	55.46	206.78
075-082-024-000	4	1.00	151.33	55.46	206.78
075-082-025-000	4	1.00	151.33	55.46	206.78
075-082-026-000	4	1.00	151.33	55.46	206.78
075-082-027-000	4	1.00	151.33	55.46	206.78
075-082-028-000	4	1.00	151.33	55.46	206.78
075-082-029-000	4	1.00	151.33	55.46	206.78
075-082-030-000	4	1.00	151.33	55.46	206.78
075-082-031-000	4	1.00	151.33	55.46	206.78
075-082-032-000	4	1.00	151.33	55.46	206.78
075-082-033-000	4	1.00	151.33	55.46	206.78
075-082-034-000	4	1.00	151.33	55.46	206.78
075-082-035-000	4	1.00	151.33	55.46	206.78
075-082-036-000	4	1.00	151.33	55.46	206.78
075-082-037-000	4	1.00	151.33	55.46	206.78
075-082-038-000	4	1.00	151.33	55.46	206.78
075-082-039-000	4	1.00	151.33	55.46	206.78
075-082-040-000	4	1.00	151.33	55.46	206.78

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-082-041-000	4	1.00	151.33	55.46	206.78
075-082-042-000	4	1.00	151.33	55.46	206.78
075-082-043-000	4	1.00	151.33	55.46	206.78
075-082-044-000	4	1.00	151.33	55.46	206.78
075-082-045-000	4	1.00	151.33	55.46	206.78
075-082-046-000	4	1.00	151.33	55.46	206.78
075-082-047-000	4	1.00	151.33	55.46	206.78
075-082-048-000	4	1.00	151.33	55.46	206.78
075-082-049-000	4	1.00	151.33	55.46	206.78
075-082-050-000	4	1.00	151.33	55.46	206.78
075-082-051-000	4	1.00	151.33	55.46	206.78
075-082-052-000	4	1.00	151.33	55.46	206.78
075-082-053-000	4	1.00	151.33	55.46	206.78
075-082-054-000	4	1.00	151.33	55.46	206.78
075-083-001-000	4	1.00	151.33	55.46	206.78
075-083-002-000	4	1.00	151.33	55.46	206.78
075-083-003-000	4	1.00	151.33	55.46	206.78
075-083-004-000	4	1.00	151.33	55.46	206.78
075-083-005-000	4	1.00	151.33	55.46	206.78
075-083-006-000	4	1.00	151.33	55.46	206.78
075-083-007-000	4	1.00	151.33	55.46	206.78
075-083-008-000	4	1.00	151.33	55.46	206.78
075-083-009-000	4	1.00	151.33	55.46	206.78
075-083-010-000	4	1.00	151.33	55.46	206.78
075-083-011-000	4	1.00	151.33	55.46	206.78
075-083-012-000	4	1.00	151.33	55.46	206.78
075-083-013-000	4	1.00	151.33	55.46	206.78
075-083-014-000	4	1.00	151.33	55.46	206.78
075-083-015-000	4	1.00	151.33	55.46	206.78
075-083-016-000	4	1.00	151.33	55.46	206.78
075-083-017-000	4	1.00	151.33	55.46	206.78
075-083-018-000	4	1.00	151.33	55.46	206.78
075-083-019-000	4	1.00	151.33	55.46	206.78
075-083-020-000	4	1.00	151.33	55.46	206.78
075-083-021-000	4	1.00	151.33	55.46	206.78
075-083-022-000	4	1.00	151.33	55.46	206.78
075-083-023-000	4	1.00	151.33	55.46	206.78
075-083-024-000	4	1.00	151.33	55.46	206.78
075-083-025-000	4	1.00	151.33	55.46	206.78
075-083-026-000	4	1.00	151.33	55.46	206.78
075-083-027-000	4	1.00	151.33	55.46	206.78
075-083-028-000	4	1.00	151.33	55.46	206.78
075-083-029-000	4	1.00	151.33	55.46	206.78
075-083-030-000	4	1.00	151.33	55.46	206.78
075-083-031-000	4	1.00	151.33	55.46	206.78
075-083-032-000	4	1.00	151.33	55.46	206.78
075-083-033-000	4	1.00	151.33	55.46	206.78
075-083-034-000	4	1.00	151.33	55.46	206.78
075-083-035-000	4	1.00	151.33	55.46	206.78
075-083-036-000	4	1.00	151.33	55.46	206.78
075-083-037-000	4	1.00	151.33	55.46	206.78
075-083-038-000	4	1.00	151.33	55.46	206.78
075-083-039-000	4	1.00	151.33	55.46	206.78
075-083-040-000	4	1.00	151.33	55.46	206.78
075-083-041-000	4	1.00	151.33	55.46	206.78
075-083-042-000	4	1.00	151.33	55.46	206.78
075-083-043-000	4	1.00	151.33	55.46	206.78
075-083-044-000	4	1.00	151.33	55.46	206.78
075-083-045-000	4	1.00	151.33	55.46	206.78
075-083-046-000	4	1.00	151.33	55.46	206.78
075-083-047-000	4	1.00	151.33	55.46	206.78
075-083-048-000	4	1.00	151.33	55.46	206.78

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-083-049-000	4	1.00	151.33	55.46	206.78
075-083-050-000	4	1.00	151.33	55.46	206.78
075-083-051-000	4	1.00	151.33	55.46	206.78
075-084-001-000	4	1.00	151.33	55.46	206.78
075-084-002-000	4	1.00	151.33	55.46	206.78
075-084-003-000	4	1.00	151.33	55.46	206.78
075-084-004-000	4	1.00	151.33	55.46	206.78
075-084-005-000	4	1.00	151.33	55.46	206.78
075-084-006-000	4	1.00	151.33	55.46	206.78
075-084-007-000	4	1.00	151.33	55.46	206.78
075-084-008-000	4	1.00	151.33	55.46	206.78
075-084-009-000	4	1.00	151.33	55.46	206.78
075-084-010-000	4	1.00	151.33	55.46	206.78
075-084-011-000	4	1.00	151.33	55.46	206.78
075-084-012-000	4	1.00	151.33	55.46	206.78
075-084-013-000	4	1.00	151.33	55.46	206.78
075-084-014-000	4	1.00	151.33	55.46	206.78
075-084-015-000	4	1.00	151.33	55.46	206.78
075-084-016-000	4	1.00	151.33	55.46	206.78
075-084-017-000	4	1.00	151.33	55.46	206.78
075-084-018-000	4	1.00	151.33	55.46	206.78
075-084-019-000	4	1.00	151.33	55.46	206.78
075-084-020-000	4	1.00	151.33	55.46	206.78
075-084-021-000	4	1.00	151.33	55.46	206.78
075-084-022-000	4	1.00	151.33	55.46	206.78
075-084-023-000	4	1.00	151.33	55.46	206.78
075-084-024-000	4	1.00	151.33	55.46	206.78
075-084-025-000	4	1.00	151.33	55.46	206.78
075-084-026-000	4	1.00	151.33	55.46	206.78
075-084-027-000	4	1.00	151.33	55.46	206.78
075-084-028-000	4	1.00	151.33	55.46	206.78
075-084-029-000	4	1.00	151.33	55.46	206.78
075-084-030-000	4	1.00	151.33	55.46	206.78
075-084-031-000	4	1.00	151.33	55.46	206.78
075-084-032-000	4	1.00	151.33	55.46	206.78
075-084-033-000	4	1.00	151.33	55.46	206.78
075-084-034-000	4	1.00	151.33	55.46	206.78
075-084-035-000	4	1.00	151.33	55.46	206.78
075-084-036-000	4	1.00	151.33	55.46	206.78
075-084-037-000	4	1.00	151.33	55.46	206.78
075-084-038-000	4	1.00	151.33	55.46	206.78
075-084-039-000	4	1.00	151.33	55.46	206.78
075-084-040-000	4	1.00	151.33	55.46	206.78
075-084-041-000	4	1.00	151.33	55.46	206.78
075-084-042-000	4	1.00	151.33	55.46	206.78
075-084-043-000	4	1.00	151.33	55.46	206.78
075-084-044-000	4	1.00	151.33	55.46	206.78
075-084-045-000	4	1.00	151.33	55.46	206.78
075-084-046-000	4	1.00	151.33	55.46	206.78
075-084-047-000	4	1.00	151.33	55.46	206.78
075-084-048-000	4	1.00	151.33	55.46	206.78
075-084-049-000	4	1.00	151.33	55.46	206.78
075-084-050-000	4	1.00	151.33	55.46	206.78
075-084-051-000	4	1.00	151.33	55.46	206.78
075-084-052-000	4	1.00	151.33	55.46	206.78
075-084-053-000	4	1.00	151.33	55.46	206.78
075-084-054-000	4	1.00	151.33	55.46	206.78
075-084-055-000	4	1.00	151.33	55.46	206.78
075-084-056-000	4	1.00	151.33	55.46	206.78
075-084-057-000	4	1.00	151.33	55.46	206.78
075-084-058-000	4	1.00	151.33	55.46	206.78
075-084-059-000	4	1.00	151.33	55.46	206.78

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-084-060-000	4	1.00	151.33	55.46	206.78
075-084-061-000	4	1.00	151.33	55.46	206.78
075-084-062-000	4	1.00	151.33	55.46	206.78
075-084-063-000	4	1.00	151.33	55.46	206.78
075-084-064-000	4	1.00	151.33	55.46	206.78
075-084-065-000	4	1.00	151.33	55.46	206.78
075-084-066-000	4	1.00	151.33	55.46	206.78
075-084-067-000	4	1.00	151.33	55.46	206.78
075-085-001-000	4	1.00	151.33	55.46	206.78
075-085-002-000	4	1.00	151.33	55.46	206.78
075-085-003-000	4	1.00	151.33	55.46	206.78
075-085-004-000	4	1.00	151.33	55.46	206.78
075-085-005-000	4	1.00	151.33	55.46	206.78
075-085-006-000	4	1.00	151.33	55.46	206.78
075-085-007-000	4	1.00	151.33	55.46	206.78
075-085-008-000	4	1.00	151.33	55.46	206.78
075-085-009-000	4	1.00	151.33	55.46	206.78
075-085-010-000	4	1.00	151.33	55.46	206.78
075-085-011-000	4	1.00	151.33	55.46	206.78
075-085-012-000	4	1.00	151.33	55.46	206.78
075-085-013-000	4	1.00	151.33	55.46	206.78
075-085-014-000	4	1.00	151.33	55.46	206.78
075-085-015-000	4	1.00	151.33	55.46	206.78
075-085-016-000	4	1.00	151.33	55.46	206.78
075-085-017-000	4	1.00	151.33	55.46	206.78
075-085-018-000	4	1.00	151.33	55.46	206.78
075-085-019-000	4	1.00	151.33	55.46	206.78
075-085-020-000	4	1.00	151.33	55.46	206.78
075-085-021-000	4	1.00	151.33	55.46	206.78
075-085-022-000	4	1.00	151.33	55.46	206.78
075-085-023-000	4	1.00	151.33	55.46	206.78
075-085-024-000	4	1.00	151.33	55.46	206.78
075-085-025-000	4	1.00	151.33	55.46	206.78
075-085-026-000	4	1.00	151.33	55.46	206.78
075-085-027-000	4	1.00	151.33	55.46	206.78
075-085-028-000	4	1.00	151.33	55.46	206.78
075-085-029-000	4	1.00	151.33	55.46	206.78
075-085-030-000	4	1.00	151.33	55.46	206.78
075-085-031-000	4	1.00	151.33	55.46	206.78
075-085-032-000	4	1.00	151.33	55.46	206.78
075-085-033-000	4	1.00	151.33	55.46	206.78
075-085-034-000	4	1.00	151.33	55.46	206.78
075-085-035-000	4	1.00	151.33	55.46	206.78
075-085-036-000	4	1.00	151.33	55.46	206.78
075-085-037-000	4	1.00	151.33	55.46	206.78
075-085-038-000	4	1.00	151.33	55.46	206.78
075-085-039-000	4	1.00	151.33	55.46	206.78
075-085-040-000	4	1.00	151.33	55.46	206.78
075-085-041-000	4	1.00	151.33	55.46	206.78
075-085-042-000	4	1.00	151.33	55.46	206.78
075-085-043-000	4	1.00	151.33	55.46	206.78
075-085-044-000	4	1.00	151.33	55.46	206.78
075-085-045-000	4	1.00	151.33	55.46	206.78
075-085-046-000	4	1.00	151.33	55.46	206.78
075-085-047-000	4	1.00	151.33	55.46	206.78
075-085-048-000	4	1.00	151.33	55.46	206.78
075-085-049-000	4	1.00	151.33	55.46	206.78
075-085-050-000	4	1.00	151.33	55.46	206.78
075-085-051-000	4	1.00	151.33	55.46	206.78
075-085-052-000	4	1.00	151.33	55.46	206.78
075-085-053-000	4	1.00	151.33	55.46	206.78
075-085-054-000	4	1.00	151.33	55.46	206.78

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-085-055-000	4	1.00	151.33	55.46	206.78
075-085-056-000	4	1.00	151.33	55.46	206.78
075-085-057-000	4	1.00	151.33	55.46	206.78
075-085-058-000	4	1.00	151.33	55.46	206.78
075-085-059-000	4	1.00	151.33	55.46	206.78
075-085-060-000	4	1.00	151.33	55.46	206.78
075-085-061-000	4	1.00	151.33	55.46	206.78
075-085-062-000	4	1.00	151.33	55.46	206.78
075-085-063-000	4	1.00	151.33	55.46	206.78
075-085-064-000	4	1.00	151.33	55.46	206.78
075-085-065-000	4	1.00	151.33	55.46	206.78
075-085-066-000	4	1.00	151.33	55.46	206.78
075-085-067-000	4	1.00	151.33	55.46	206.78
075-085-068-000	4	1.00	151.33	55.46	206.78
075-085-069-000	4	1.00	151.33	55.46	206.78
075-085-070-000	4	1.00	151.33	55.46	206.78
075-085-071-000	4	1.00	151.33	55.46	206.78
075-085-072-000	4	1.00	151.33	55.46	206.78
075-085-073-000	4	1.00	151.33	55.46	206.78
075-085-074-000	4	1.00	151.33	55.46	206.78
075-085-075-000	4	1.00	151.33	55.46	206.78
075-085-076-000	4	1.00	151.33	55.46	206.78
075-085-077-000	4	1.00	151.33	55.46	206.78
075-085-078-000	4	1.00	151.33	55.46	206.78
075-085-079-000	4	1.00	151.33	55.46	206.78
075-086-001-000	4	1.00	151.33	55.46	206.78
075-086-002-000	4	1.00	151.33	55.46	206.78
075-086-003-000	4	1.00	151.33	55.46	206.78
075-086-004-000	4	1.00	151.33	55.46	206.78
075-086-005-000	4	1.00	151.33	55.46	206.78
075-086-006-000	4	1.00	151.33	55.46	206.78
075-086-007-000	4	1.00	151.33	55.46	206.78
075-086-008-000	4	1.00	151.33	55.46	206.78
075-086-009-000	4	1.00	151.33	55.46	206.78
075-086-010-000	4	1.00	151.33	55.46	206.78
075-086-011-000	4	1.00	151.33	55.46	206.78
075-086-012-000	4	1.00	151.33	55.46	206.78
075-086-013-000	4	1.00	151.33	55.46	206.78
075-086-014-000	4	1.00	151.33	55.46	206.78
075-086-015-000	4	1.00	151.33	55.46	206.78
075-086-016-000	4	1.00	151.33	55.46	206.78
075-086-017-000	4	1.00	151.33	55.46	206.78
075-086-018-000	4	1.00	151.33	55.46	206.78
075-086-019-000	4	1.00	151.33	55.46	206.78
075-086-020-000	4	1.00	151.33	55.46	206.78
075-086-021-000	4	1.00	151.33	55.46	206.78
075-086-022-000	4	1.00	151.33	55.46	206.78
075-086-023-000	4	1.00	151.33	55.46	206.78
075-086-024-000	4	1.00	151.33	55.46	206.78
075-086-025-000	4	1.00	151.33	55.46	206.78
075-086-026-000	4	1.00	151.33	55.46	206.78
075-086-027-000	4	1.00	151.33	55.46	206.78
075-086-028-000	4	1.00	151.33	55.46	206.78
075-086-029-000	4	1.00	151.33	55.46	206.78
075-086-030-000	4	1.00	151.33	55.46	206.78
075-086-031-000	4	1.00	151.33	55.46	206.78
075-086-032-000	4	1.00	151.33	55.46	206.78
075-086-033-000	4	1.00	151.33	55.46	206.78
075-086-034-000	4	1.00	151.33	55.46	206.78
075-086-035-000	4	1.00	151.33	55.46	206.78
075-086-036-000	4	1.00	151.33	55.46	206.78
075-086-037-000	4	1.00	151.33	55.46	206.78

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-086-038-000	4	1.00	151.33	55.46	206.78
075-086-039-000	4	1.00	151.33	55.46	206.78
075-086-040-000	4	1.00	151.33	55.46	206.78
075-086-041-000	4	1.00	151.33	55.46	206.78
075-086-042-000	4	1.00	151.33	55.46	206.78
075-086-043-000	4	1.00	151.33	55.46	206.78
075-086-044-000	4	1.00	151.33	55.46	206.78
075-086-045-000	4	1.00	151.33	55.46	206.78
075-086-046-000	4	1.00	151.33	55.46	206.78
075-086-047-000	4	1.00	151.33	55.46	206.78
075-086-048-000	4	1.00	151.33	55.46	206.78
075-086-049-000	4	1.00	151.33	55.46	206.78
075-086-050-000	4	1.00	151.33	55.46	206.78
075-086-051-000	4	1.00	151.33	55.46	206.78
075-086-052-000	4	1.00	151.33	55.46	206.78
075-086-053-000	4	1.00	151.33	55.46	206.78
075-086-054-000	4	1.00	151.33	55.46	206.78
075-086-055-000	4	1.00	151.33	55.46	206.78
075-087-001-000	4	1.00	151.33	55.46	206.78
075-087-002-000	4	1.00	151.33	55.46	206.78
075-087-003-000	4	1.00	151.33	55.46	206.78
075-087-004-000	4	1.00	151.33	55.46	206.78
075-087-005-000	4	1.00	151.33	55.46	206.78
075-087-006-000	4	1.00	151.33	55.46	206.78
075-087-007-000	4	1.00	151.33	55.46	206.78
075-087-008-000	4	1.00	151.33	55.46	206.78
075-087-009-000	4	1.00	151.33	55.46	206.78
075-087-010-000	4	1.00	151.33	55.46	206.78
075-087-011-000	4	1.00	151.33	55.46	206.78
075-087-012-000	4	1.00	151.33	55.46	206.78
075-087-013-000	4	1.00	151.33	55.46	206.78
075-087-014-000	4	1.00	151.33	55.46	206.78
075-087-015-000	4	1.00	151.33	55.46	206.78
075-087-016-000	4	1.00	151.33	55.46	206.78
075-087-017-000	4	1.00	151.33	55.46	206.78
075-087-018-000	4	1.00	151.33	55.46	206.78
075-087-019-000	4	1.00	151.33	55.46	206.78
075-087-020-000	4	1.00	151.33	55.46	206.78
075-087-021-000	4	1.00	151.33	55.46	206.78
075-087-022-000	4	1.00	151.33	55.46	206.78
075-087-023-000	4	1.00	151.33	55.46	206.78
075-087-024-000	4	1.00	151.33	55.46	206.78
075-087-025-000	4	1.00	151.33	55.46	206.78
075-087-026-000	4	1.00	151.33	55.46	206.78
075-087-027-000	4	1.00	151.33	55.46	206.78
075-087-028-000	4	1.00	151.33	55.46	206.78
075-087-029-000	4	1.00	151.33	55.46	206.78
075-087-030-000	4	1.00	151.33	55.46	206.78
075-087-031-000	4	1.00	151.33	55.46	206.78
075-087-032-000	4	1.00	151.33	55.46	206.78
075-087-033-000	4	1.00	151.33	55.46	206.78
075-087-034-000	4	1.00	151.33	55.46	206.78
075-091-001-000	4	1.00	151.33	55.46	206.78
075-091-002-000	4	1.00	151.33	55.46	206.78
075-091-003-000	4	1.00	151.33	55.46	206.78
075-091-004-000	4	1.00	151.33	55.46	206.78
075-091-005-000	4	1.00	151.33	55.46	206.78
075-091-006-000	4	1.00	151.33	55.46	206.78
075-091-007-000	4	1.00	151.33	55.46	206.78
075-091-008-000	4	1.00	151.33	55.46	206.78
075-091-009-000	4	1.00	151.33	55.46	206.78
075-091-010-000	4	1.00	151.33	55.46	206.78

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-091-011-000	4	1.00	151.33	55.46	206.78
075-091-012-000	4	1.00	151.33	55.46	206.78
075-091-013-000	4	1.00	151.33	55.46	206.78
075-091-014-000	4	1.00	151.33	55.46	206.78
075-091-015-000	4	1.00	151.33	55.46	206.78
075-091-016-000	4	1.00	151.33	55.46	206.78
075-091-017-000	4	1.00	151.33	55.46	206.78
075-091-018-000	4	1.00	151.33	55.46	206.78
075-091-019-000	4	1.00	151.33	55.46	206.78
075-091-020-000	4	1.00	151.33	55.46	206.78
075-091-021-000	4	1.00	151.33	55.46	206.78
075-091-022-000	4	1.00	151.33	55.46	206.78
075-091-023-000	4	1.00	151.33	55.46	206.78
075-091-024-000	4	1.00	151.33	55.46	206.78
075-091-025-000	4	1.00	151.33	55.46	206.78
075-091-026-000	4	1.00	151.33	55.46	206.78
075-091-027-000	4	1.00	151.33	55.46	206.78
075-091-028-000	4	1.00	151.33	55.46	206.78
075-091-029-000	4	1.00	151.33	55.46	206.78
075-091-030-000	4	1.00	151.33	55.46	206.78
075-091-031-000	4	1.00	151.33	55.46	206.78
075-091-032-000	4	1.00	151.33	55.46	206.78
075-091-033-000	4	1.00	151.33	55.46	206.78
075-091-034-000	4	1.00	151.33	55.46	206.78
075-091-035-000	4	1.00	151.33	55.46	206.78
075-091-036-000	4	1.00	151.33	55.46	206.78
075-091-037-000	4	1.00	151.33	55.46	206.78
075-091-038-000	4	1.00	151.33	55.46	206.78
075-091-039-000	4	1.00	151.33	55.46	206.78
075-091-040-000	4	1.00	151.33	55.46	206.78
075-091-041-000	4	1.00	151.33	55.46	206.78
075-092-001-000	4	1.00	151.33	55.46	206.78
075-092-002-000	4	1.00	151.33	55.46	206.78
075-092-003-000	4	1.00	151.33	55.46	206.78
075-092-004-000	4	1.00	151.33	55.46	206.78
075-092-005-000	4	1.00	151.33	55.46	206.78
075-092-006-000	4	1.00	151.33	55.46	206.78
075-092-007-000	4	1.00	151.33	55.46	206.78
075-092-008-000	4	1.00	151.33	55.46	206.78
075-092-009-000	4	1.00	151.33	55.46	206.78
075-092-010-000	4	1.00	151.33	55.46	206.78
075-092-011-000	4	1.00	151.33	55.46	206.78
075-092-012-000	4	1.00	151.33	55.46	206.78
075-092-013-000	4	1.00	151.33	55.46	206.78
075-092-014-000	4	1.00	151.33	55.46	206.78
075-092-015-000	4	1.00	151.33	55.46	206.78
075-092-016-000	4	1.00	151.33	55.46	206.78
075-092-017-000	4	1.00	151.33	55.46	206.78
075-092-018-000	4	1.00	151.33	55.46	206.78
075-092-019-000	4	1.00	151.33	55.46	206.78
075-092-020-000	4	1.00	151.33	55.46	206.78
075-092-021-000	4	1.00	151.33	55.46	206.78
075-092-022-000	4	1.00	151.33	55.46	206.78
075-092-023-000	4	1.00	151.33	55.46	206.78
075-092-024-000	4	1.00	151.33	55.46	206.78
075-092-025-000	4	1.00	151.33	55.46	206.78
075-096-001-000	4	1.00	151.33	55.46	206.78
075-096-002-000	4	1.00	151.33	55.46	206.78
075-096-003-000	4	1.00	151.33	55.46	206.78
075-096-004-000	4	1.00	151.33	55.46	206.78
075-096-005-000	4	1.00	151.33	55.46	206.78
075-096-006-000	4	1.00	151.33	55.46	206.78

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-096-007-000	4	1.00	151.33	55.46	206.78
075-096-008-000	4	1.00	151.33	55.46	206.78
075-096-009-000	4	1.00	151.33	55.46	206.78
075-096-010-000	4	1.00	151.33	55.46	206.78
075-096-011-000	4	1.00	151.33	55.46	206.78
075-096-012-000	4	1.00	151.33	55.46	206.78
075-096-013-000	4	1.00	151.33	55.46	206.78
075-096-014-000	4	1.00	151.33	55.46	206.78
075-096-015-000	4	1.00	151.33	55.46	206.78
075-096-016-000	4	1.00	151.33	55.46	206.78
075-096-017-000	4	1.00	151.33	55.46	206.78
075-096-018-000	4	1.00	151.33	55.46	206.78
075-096-019-000	4	1.00	151.33	55.46	206.78
075-096-020-000	4	1.00	151.33	55.46	206.78
075-096-021-000	4	1.00	151.33	55.46	206.78
075-096-022-000	4	1.00	151.33	55.46	206.78
075-096-023-000	4	1.00	151.33	55.46	206.78
075-096-024-000	4	1.00	151.33	55.46	206.78
075-096-025-000	4	1.00	151.33	55.46	206.78
075-096-026-000	4	1.00	151.33	55.46	206.78
075-096-027-000	4	1.00	151.33	55.46	206.78
075-096-028-000	4	1.00	151.33	55.46	206.78
075-096-029-000	4	1.00	151.33	55.46	206.78
075-096-030-000	4	1.00	151.33	55.46	206.78
075-096-031-000	4	1.00	151.33	55.46	206.78
075-096-032-000	4	1.00	151.33	55.46	206.78
075-096-033-000	4	1.00	151.33	55.46	206.78
075-096-034-000	4	1.00	151.33	55.46	206.78
075-096-035-000	4	1.00	151.33	55.46	206.78
075-096-036-000	4	1.00	151.33	55.46	206.78
075-096-037-000	4	1.00	151.33	55.46	206.78
075-096-038-000	4	1.00	151.33	55.46	206.78
075-096-039-000	4	1.00	151.33	55.46	206.78
075-096-040-000	4	1.00	151.33	55.46	206.78
075-096-041-000	4	1.00	151.33	55.46	206.78
075-096-042-000	4	1.00	151.33	55.46	206.78
075-096-043-000	4	1.00	151.33	55.46	206.78
075-096-044-000	4	1.00	151.33	55.46	206.78
075-096-045-000	4	1.00	151.33	55.46	206.78
075-096-046-000	4	1.00	151.33	55.46	206.78
075-096-047-000	4	1.00	151.33	55.46	206.78
075-096-048-000	4	1.00	151.33	55.46	206.78
075-096-049-000	4	1.00	151.33	55.46	206.78
075-096-050-000	4	1.00	151.33	55.46	206.78
075-096-051-000	4	1.00	151.33	55.46	206.78
075-096-052-000	4	1.00	151.33	55.46	206.78
075-096-053-000	4	1.00	151.33	55.46	206.78
075-096-054-000	4	1.00	151.33	55.46	206.78
075-097-001-000	4	1.00	151.33	55.46	206.78
075-097-002-000	4	1.00	151.33	55.46	206.78
075-097-003-000	4	1.00	151.33	55.46	206.78
075-097-004-000	4	1.00	151.33	55.46	206.78
075-097-005-000	4	1.00	151.33	55.46	206.78
075-097-006-000	4	1.00	151.33	55.46	206.78
075-097-007-000	4	1.00	151.33	55.46	206.78
075-097-008-000	4	1.00	151.33	55.46	206.78
075-097-009-000	4	1.00	151.33	55.46	206.78
075-097-010-000	4	1.00	151.33	55.46	206.78
075-097-011-000	4	1.00	151.33	55.46	206.78
075-097-012-000	4	1.00	151.33	55.46	206.78
075-097-013-000	4	1.00	151.33	55.46	206.78
075-097-014-000	4	1.00	151.33	55.46	206.78

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-097-015-000	4	1.00	151.33	55.46	206.78
075-097-016-000	4	1.00	151.33	55.46	206.78
075-097-017-000	4	1.00	151.33	55.46	206.78
075-097-018-000	4	1.00	151.33	55.46	206.78
075-097-019-000	4	1.00	151.33	55.46	206.78
075-097-020-000	4	1.00	151.33	55.46	206.78
075-097-021-000	4	1.00	151.33	55.46	206.78
075-097-022-000	4	1.00	151.33	55.46	206.78
075-097-023-000	4	1.00	151.33	55.46	206.78
075-097-024-000	4	1.00	151.33	55.46	206.78
075-097-025-000	4	1.00	151.33	55.46	206.78
075-097-026-000	4	1.00	151.33	55.46	206.78
075-097-027-000	4	1.00	151.33	55.46	206.78
075-097-028-000	4	1.00	151.33	55.46	206.78
075-097-029-000	4	1.00	151.33	55.46	206.78
075-097-030-000	4	1.00	151.33	55.46	206.78
075-097-031-000	4	1.00	151.33	55.46	206.78
075-097-032-000	4	1.00	151.33	55.46	206.78
075-097-033-000	4	1.00	151.33	55.46	206.78
075-097-034-000	4	1.00	151.33	55.46	206.78
075-097-035-000	4	1.00	151.33	55.46	206.78
075-097-036-000	4	1.00	151.33	55.46	206.78
075-097-037-000	4	1.00	151.33	55.46	206.78
075-097-038-000	4	1.00	151.33	55.46	206.78
075-097-039-000	4	1.00	151.33	55.46	206.78
075-097-040-000	4	1.00	151.33	55.46	206.78
075-097-041-000	4	1.00	151.33	55.46	206.78
075-097-042-000	4	1.00	151.33	55.46	206.78
075-098-001-000	4	1.00	151.33	55.46	206.78
075-098-002-000	4	1.00	151.33	55.46	206.78
075-098-003-000	4	1.00	151.33	55.46	206.78
075-098-004-000	4	1.00	151.33	55.46	206.78
075-098-005-000	4	1.00	151.33	55.46	206.78
075-098-006-000	4	1.00	151.33	55.46	206.78
075-098-007-000	4	1.00	151.33	55.46	206.78
075-098-008-000	4	1.00	151.33	55.46	206.78
075-098-009-000	4	1.00	151.33	55.46	206.78
075-098-010-000	4	1.00	151.33	55.46	206.78
075-098-011-000	4	1.00	151.33	55.46	206.78
075-098-012-000	4	1.00	151.33	55.46	206.78
075-098-013-000	4	1.00	151.33	55.46	206.78
075-098-014-000	4	1.00	151.33	55.46	206.78
075-098-015-000	4	1.00	151.33	55.46	206.78
075-098-016-000	4	1.00	151.33	55.46	206.78
075-098-017-000	4	1.00	151.33	55.46	206.78
075-098-018-000	4	1.00	151.33	55.46	206.78
075-098-019-000	4	1.00	151.33	55.46	206.78
075-098-020-000	4	1.00	151.33	55.46	206.78
075-098-021-000	4	1.00	151.33	55.46	206.78
075-098-022-000	4	1.00	151.33	55.46	206.78
075-098-023-000	4	1.00	151.33	55.46	206.78
075-098-024-000	4	1.00	151.33	55.46	206.78
075-098-025-000	4	1.00	151.33	55.46	206.78
075-098-026-000	4	1.00	151.33	55.46	206.78
075-098-027-000	4	1.00	151.33	55.46	206.78
075-098-028-000	4	1.00	151.33	55.46	206.78
075-098-029-000	4	1.00	151.33	55.46	206.78
075-098-030-000	4	1.00	151.33	55.46	206.78
075-098-031-000	4	1.00	151.33	55.46	206.78
075-098-032-000	4	1.00	151.33	55.46	206.78
075-098-033-000	4	1.00	151.33	55.46	206.78
075-098-034-000	4	1.00	151.33	55.46	206.78

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-098-035-000	4	1.00	151.33	55.46	206.78
075-098-036-000	4	1.00	151.33	55.46	206.78
075-098-037-000	4	1.00	151.33	55.46	206.78
075-098-038-000	4	1.00	151.33	55.46	206.78
075-098-039-000	4	1.00	151.33	55.46	206.78
075-098-040-000	4	1.00	151.33	55.46	206.78
075-098-041-000	4	1.00	151.33	55.46	206.78
075-098-042-000	4	1.00	151.33	55.46	206.78
075-098-043-000	4	1.00	151.33	55.46	206.78
075-098-044-000	4	1.00	151.33	55.46	206.78
075-098-045-000	4	1.00	151.33	55.46	206.78
075-098-046-000	4	1.00	151.33	55.46	206.78
075-098-047-000	4	1.00	151.33	55.46	206.78
075-098-048-000	4	1.00	151.33	55.46	206.78
075-098-049-000	4	1.00	151.33	55.46	206.78
075-098-050-000	4	1.00	151.33	55.46	206.78
075-098-051-000	4	1.00	151.33	55.46	206.78
075-098-052-000	4	1.00	151.33	55.46	206.78
075-098-053-000	4	1.00	151.33	55.46	206.78
075-098-054-000	4	1.00	151.33	55.46	206.78
075-098-055-000	4	1.00	151.33	55.46	206.78
075-098-056-000	4	1.00	151.33	55.46	206.78
075-099-001-000	4	0.75	113.50	41.60	155.08
075-099-002-000	4	0.75	113.50	41.60	155.08
075-099-003-000	4	0.75	113.50	41.60	155.08
075-099-004-000	4	0.75	113.50	41.60	155.08
075-099-005-000	4	0.75	113.50	41.60	155.08
075-099-006-000	4	0.75	113.50	41.60	155.08
075-099-007-000	4	0.75	113.50	41.60	155.08
075-099-008-000	4	0.75	113.50	41.60	155.08
075-099-009-000	4	0.75	113.50	41.60	155.08
075-099-010-000	4	0.75	113.50	41.60	155.08
075-099-011-000	4	0.75	113.50	41.60	155.08
075-099-012-000	4	0.75	113.50	41.60	155.08
075-099-013-000	4	0.75	113.50	41.60	155.08
075-099-014-000	4	0.75	113.50	41.60	155.08
075-099-015-000	4	0.75	113.50	41.60	155.08
075-099-016-000	4	0.75	113.50	41.60	155.08
075-099-017-000	4	0.75	113.50	41.60	155.08
075-099-018-000	4	0.75	113.50	41.60	155.08
075-099-019-000	4	0.75	113.50	41.60	155.08
075-099-020-000	4	1.00	151.33	55.46	206.78
075-099-021-000	4	1.00	151.33	55.46	206.78
075-099-022-000	4	0.75	113.50	41.60	155.08
075-099-023-000	4	1.00	151.33	55.46	206.78
075-099-024-000	4	0.75	113.50	41.60	155.08
075-099-025-000	4	0.75	113.50	41.60	155.08
075-099-026-000	4	0.75	113.50	41.60	155.08
075-099-027-000	4	0.75	113.50	41.60	155.08
075-099-028-000	4	0.75	113.50	41.60	155.08
075-099-029-000	4	0.75	113.50	41.60	155.08
075-099-030-000	4	0.75	113.50	41.60	155.08
075-099-031-000	4	0.75	113.50	41.60	155.08
075-099-032-000	4	0.75	113.50	41.60	155.08
075-099-033-000	4	0.75	113.50	41.60	155.08
075-099-034-000	4	0.75	113.50	41.60	155.08
075-099-035-000	4	0.75	113.50	41.60	155.08
075-099-036-000	4	0.75	113.50	41.60	155.08
075-099-037-000	4	0.75	113.50	41.60	155.08
075-099-038-000	4	0.75	113.50	41.60	155.08
075-099-039-000	4	0.75	113.50	41.60	155.08
075-099-040-000	4	0.75	113.50	41.60	155.08

APN	Zone	Zone EDU	District Wide Charge	Zone Charge	Total Charge
075-099-041-000	4	0.75	113.50	41.60	155.08
075-099-042-000	4	0.75	113.50	41.60	155.08
075-099-043-000	4	0.75	113.50	41.60	155.08
075-099-044-000	4	0.75	113.50	41.60	155.08
075-099-045-000	4	0.75	113.50	41.60	155.08
075-099-046-000	4	0.75	113.50	41.60	155.08
075-099-047-000	4	0.75	113.50	41.60	155.08
075-099-048-000	4	0.75	113.50	41.60	155.08
075-099-049-000	4	0.75	113.50	41.60	155.08
075-099-050-000	4	0.75	113.50	41.60	155.08
075-099-051-000	4	0.75	113.50	41.60	155.08
075-099-052-000	4	0.75	113.50	41.60	155.08
075-099-053-000	4	0.75	113.50	41.60	155.08
075-099-054-000	4	0.75	113.50	41.60	155.08
075-099-055-000	4	0.75	113.50	41.60	155.08
075-099-056-000	4	0.75	113.50	41.60	155.08
075-099-057-000	4	0.75	113.50	41.60	155.08
075-099-058-000	4	0.75	113.50	41.60	155.08
075-099-059-000	4	0.75	113.50	41.60	155.08
075-099-060-000	4	0.75	113.50	41.60	155.08
075-099-061-000	4	0.75	113.50	41.60	155.08
075-099-062-000	4	0.75	113.50	41.60	155.08
075-099-063-000	4	0.75	113.50	41.60	155.08
075-099-064-000	4	0.75	113.50	41.60	155.08
075-099-065-000	4	0.75	113.50	41.60	155.08
075-099-066-000	4	0.75	113.50	41.60	155.08
075-099-067-000	4	0.75	113.50	41.60	155.08
075-100-001-000	4	0.75	113.50	41.60	155.08
075-100-002-000	4	0.75	113.50	41.60	155.08
075-100-003-000	4	0.75	113.50	41.60	155.08
075-100-004-000	4	0.75	113.50	41.60	155.08
075-100-005-000	4	0.75	113.50	41.60	155.08
075-100-006-000	4	0.75	113.50	41.60	155.08
075-100-007-000	4	0.75	113.50	41.60	155.08
075-100-008-000	4	0.75	113.50	41.60	155.08
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075-100-013-000	4	0.75	113.50	41.60	155.08
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075-100-017-000	4	0.75	113.50	41.60	155.08
075-100-018-000	4	0.75	113.50	41.60	155.08
075-100-019-000	4	0.75	113.50	41.60	155.08
075-100-020-000	4	0.75	113.50	41.60	155.08
075-100-021-000	4	0.75	113.50	41.60	155.08
075-100-022-000	4	0.75	113.50	41.60	155.08
075-100-023-000	4	0.75	113.50	41.60	155.08
075-100-024-000	4	0.75	113.50	41.60	155.08
075-100-025-000	4	0.75	113.50	41.60	155.08
075-100-026-000	4	0.75	113.50	41.60	155.08
075-100-027-000	4	0.75	113.50	41.60	155.08
075-100-028-000	4	0.75	113.50	41.60	155.08
075-100-029-000	4	0.75	113.50	41.60	155.08
075-100-030-000	4	0.75	113.50	41.60	155.08
075-100-031-000	4	0.75	113.50	41.60	155.08
075-100-032-000	4	0.75	113.50	41.60	155.08
075-100-033-000	4	0.75	113.50	41.60	155.08
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075-100-035-000	4	0.75	113.50	41.60	155.08

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075-100-038-000	4	0.75	113.50	41.60	155.08
075-100-039-000	4	0.75	113.50	41.60	155.08
075-100-040-000	4	0.75	113.50	41.60	155.08
075-100-041-000	4	0.75	113.50	41.60	155.08
075-100-042-000	4	0.75	113.50	41.60	155.08
075-100-043-000	4	0.75	113.50	41.60	155.08
075-100-044-000	4	0.75	113.50	41.60	155.08
075-100-045-000	4	0.75	113.50	41.60	155.08
075-100-046-000	4	0.75	113.50	41.60	155.08
075-100-047-000	4	0.75	113.50	41.60	155.08
075-100-048-000	4	0.75	113.50	41.60	155.08
075-102-001-000	4	4.32	653.75	239.59	893.32
075-102-002-000	4	0.91	137.71	50.47	188.16
075-102-003-000	4	3.01	455.50	166.93	622.42
Total		2,382.98	\$360,616.36	\$140,565.51	\$501,162.76

*Total may differ from budget due to rounding.

RIVERBANK CITY COUNCIL/ LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 10.7

SECTION 10: PUBLIC HEARING

Meeting Date: June 10, 2025

Subject/Title: Riverbank Storm Drain Maintenance District No.2006-01 (Heartlands)

- 1) Resolution of the City Council of the City of Riverbank, County of Stanislaus, State of California, Ordering the Levy and Collection of Assessments Within the Riverbank Storm Drain Maintenance District No. 2006-01 (Heartlands) for Fiscal Year 2025/2026**

From: Marisela H. Garcia, City Manager

Submitted by: Kathleen Cleek, Capital Projects/Regulatory Compliance Manager

RECOMMENDATION

It is recommended that the City Council adopt Resolution ordering the levy and collection of annual assessments for the Riverbank Storm Drain District No. 2006-01 (Heartlands) for Fiscal Year 2025/2026.

SUMMARY

Pursuant to the provisions of the Benefit Assessment Act of 1982, Chapter 6.4, Division 2, Title 5 of the Government Code of the State of California commencing with Section 54703, a special benefit assessment district was formed and designated as the Riverbank Storm Drain District No. 2006-01 (Heartlands). The assessments from this District provide for the maintenance and operation of storm drain facilities and improvements. The special benefit District includes the Heartlands and the Cottages Subdivisions as well as the Crossroads commercial development.

The attached resolution represents the second of two steps in the annual levy of assessments on the district for fiscal year 2025/2026.

The annual levy per EDU will increase from \$51.83 to \$67.38 to cover increased maintenance costs.

It is recommended that the City Council adopt Resolution ordering the levy and collection of annual assessments for the Riverbank Storm Drain District No. 2006-01 (Heartlands) for Fiscal Year 2025/2026.

FISCAL IMPACT

The annual assessment for residential parcels in the Riverbank Storm Drain District No. 2006-01 (Heartlands) for Fiscal Year 2025/2026 is as follows:

	<u>FY 24/25</u>	<u>FY 25/26</u>	<u>Change in Assessment</u>
Residential Parcel Assessments	\$51.83	\$67.38	\$15.55

Costs for the district are paid through assessments upon property owners within the District; hence, there is no fiscal impact to the City.

ATTACHMENTS

1. Resolution
2. Engineer's Annual Levy Report Riverbank Storm Drain District No. 2006-01 (Heartlands) Fiscal Year 2025/2026

CITY OF RIVERBANK

RESOLUTION 2025-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS
WITHIN THE RIVERBANK STORM DRAIN MAINTENANCE DISTRICT NO. 2006-01
(HEARTLANDS) FOR FISCAL YEAR 2025/2026**

**THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA
(HEREINAFTER REFERRED TO AS THE "CITY") DOES RESOLVE AS FOLLOWS:**

WHEREAS, the City Council has by previous Resolutions initiated proceedings and declared its intention to levy assessments for the Riverbank Storm Drain Maintenance District No. 2006-01 (Heartlands) (hereafter referred to as the "District") for the Fiscal Year commencing July 1, 2025 and ending June 30, 2026 pursuant to the provisions of the *Benefit Assessment Act of 1982, Chapter 6.4 of Part 1 of Division 2, Article 4 of the Government Code of California, beginning with Section 54703* (hereafter referred to as the "Act") to pay the costs and expenses of operating, maintaining, and servicing improvements and facilities located within public places within the boundaries of the District; and,

WHEREAS, the Engineer selected by the Council has prepared and filed with the City Clerk, and the City Clerk has presented to the Council, the Engineer's Annual Levy Report (hereafter referred to as the "Report") for the District that describes the District and the proposed levy and collection of assessments upon eligible parcels of land within the District, and the Council did by previous Resolution approve such Report; and,

WHEREAS, the City Council desires to levy and collect assessments against parcels of land within the District for the Fiscal Year commencing July 1, 2025 and ending June 30, 2026 to pay the costs and expenses of operating, maintaining, and servicing improvements and facilities located within the boundaries of the District; and,

WHEREAS, this City and its legal counsel have reviewed the provisions of Section XIIID of the California State Constitution and found that the proposed assessments comply with these provisions.

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY
THE CITY COUNCIL FOR THE RIVERBANK STORM DRAIN MAINTENANCE
DISTRICT NO. 2006-01 (HEARTLANDS) AS FOLLOWS:**

Section 1 Following notice duly given, the City Council has held a full and fair Public Hearing regarding the District, the levy and collection of assessments, the Report prepared in connection therewith, and considered all oral and written

statements, protests, and communications made or filed by interested persons regarding these matters.

Section 2 Based upon its review (and amendments, as applicable) of the Report, the City Council hereby finds and determines that:

- i) The land within the District will receive special benefit by the operation, maintenance, and servicing of improvements and facilities located in public places within the boundaries of the District; and,
- ii) The District includes all of the lands so benefited; and,
- iii) The net amount to be assessed upon the lands within the District in accordance with the fee for the Fiscal Year commencing July 1, 2025 and ending June 30, 2026 is apportioned by a formula and method which fairly distributes the net amount among all eligible parcels in proportion to the estimated benefits to be received by each parcel from the improvements and services.

Section 3 The Report and assessments as presented to the City Council and on file in the Office of the City Clerk are hereby confirmed as filed.

Section 4 The maintenance, operation, and servicing of the improvements and appurtenant facilities shall be performed pursuant to the Act. The City Council hereby orders the proposed improvements to be made, which improvements are briefly described as follows: the maintenance and operation of the following described improvements of a local nature on public lands within said District including street sweeping, storm drain lines, including necessary cleaning, repairs, replacement, electric current, supervision, debris removal, engineering and supervision and any and all other items of work necessary and incidental for the proper maintenance and operation thereof. The Report describes all new improvements or substantial changes in existing improvements.

Section 5 The County Auditor of Stanislaus shall enter on the County Assessment Roll opposite each parcel of land the amount of levy, and such levies shall be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the levy shall be paid to the City Treasurer.

Section 6 The City Treasurer shall deposit all money representing assessments collected by the County for the District to the credit of a fund for the "Riverbank Storm Drain Maintenance District No. 2006-01 (Heartlands)", and such money shall be expended only for the maintenance, operation and servicing of the landscaping and lighting improvements and appurtenant facilities as described in Section 4.

Section 7 The adoption of this Resolution constitutes the District levy for the Fiscal Year commencing July 1, 2025 and ending June 30, 2026.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 10th day of June, 2025; motioned by _____, seconded by _____, 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: Engineer's Report – Storm Drain Maintenance District No. 2006-01 (Heartlands) L&L for FY2025-26



City of Riverbank

Riverbank Storm Drain District No. 2006-01 (Heartlands)

2025/2026 ENGINEER'S ANNUAL LEVY REPORT

Intent Meeting: May 27, 2025
Public Hearing: June 10, 2025

27368 Via Industria
Suite 200
Temecula, CA 92590
T 951.587.3500 | 800.755.6864
F 951.587.3510



www.willdan.com

AFFIDAVIT FOR THE ENGINEER'S ANNUAL LEVY REPORT

City of Riverbank
Stanislaus County, State of California

Riverbank Storm Drain District No. 2006-01 (Heartlands)

The District includes all parcels of land within the residential and commercial subdivisions known as the Heartlands, the Cottages and Crossroads Commercial Center.

This Report describes the District and all relevant zones therein including the improvements, budgets, parcels and assessments to be levied for Fiscal Year 2025/2026, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Stanislaus County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District.

The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this 27th day of May, 2025.

Willdan Financial Services
Assessment Engineer

By: 

Tony Thrasher
Principal Consultant
District Administration Services

By: _____

Tyrone Peter
PE # C 81888

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INTRODUCTION

Pursuant to the provisions of the Benefit Assessment Act of 1982, being *Chapter 6.4, Division 2, Title 5 of the Government Code of the State of California commencing with Section 54703* (hereafter referred to as the “1982 Benefit Act”), and in compliance with the substantive and procedural requirements of the *California State Constitution, Article XIII D* (hereafter referred to as the “California Constitution”), the City Council of the City of Riverbank, County of Stanislaus, State of California (hereafter referred to as “City”), in connection with the proceedings required for the assessment of the special benefit assessment district designated as:

Riverbank Storm Drain District No. 2006-01 (Heartlands)

(hereafter referred to as “District”), to provide for the maintenance and operation of storm drain facilities and improvements associated with the development of properties therein. Said District shall include all lots and parcels of land within the City of Riverbank that receive direct and special benefits from the improvements including the residential subdivisions known as the Heartlands and the Cottages as well as the commercial development located on the north side of Claribel Road between Oakdale Road and the MID Lateral No. 6 (hereafter referred to as the “Crossroads Commercial Center”). This Engineer’s Report (hereafter referred to as “Report”) describes the District, the improvements therein, any annexations or other modifications to the District, including any substantial changes to the improvements, the method of apportionment, the boundaries of the District, and financial information including the district budgets and proposed annual assessments for Fiscal Year 2025/2026. This Report describes the District, the improvements, and the assessments to be levied on the County tax rolls to fund the costs and expenses to service and maintain storm drain improvements associated with and resulting from the development of properties within the District and for which the properties receive special benefits. This District will provide an ongoing funding source (annual assessments) for the continued operation and maintenance of storm drain improvements installed in connection with the development of properties within the District and is made pursuant to the 1982 Benefit Act and the substantive and procedural provisions of the California Constitution.

The improvements and assessments described in this Report are based on the existing and planned development of properties and storm drain infrastructure within the District and represent an estimate of the direct expenditures, incidental expenses, and fund balances that will be necessary to maintain and service the improvements. The formation of the District, the structure of the District (organization), the improvements, the method of apportionment, and assessments described herein are based on current development plans and specifications for the Heartlands, the Cottages, and the Crossroads Commercial Center developments; and by reference these plans and specifications are made part of this Report.

The word “parcel,” for the purposes of this Report, refers to an individual property assigned its own Assessor’s Parcel Number (APN) by the Stanislaus County Assessor’s Office. The Stanislaus County Auditor/Controller uses Assessor’s Parcel Numbers and specific Fund Numbers to identify properties assessed on the tax roll for special district benefit assessments.

The assessments as approved will be submitted to the Stanislaus County Auditor/Controller to be included on the property tax roll for each parcel in Fiscal Year 2025/2026.

Pursuant to the 1982 Benefit Act, in no case shall the annual assessments exceed the maximum assessment rate (including the annual inflationary adjustment) established and approved by the property owners as part of the formation proceedings, without subsequent approval of the property owners of such new or increased assessment in accordance with the provisions of the California Constitution, *Article XIII D*. It should be noted that an increased assessment to an individual property resulting from changes in development or land use does not constitute an increased assessment.

This Report consists of five (5) parts:

Plans and Specifications: A description of the District boundaries and the improvements associated with said District. This District is a single benefit zone encompassing all properties within the territory identified as the Heartlands, the Cottages and the Crossroads Commercial Center.

Method of Apportionment: A discussion of benefits the improvements provide to properties within the District and the method of calculating each property’s proportional special benefit and annual assessment. An Assessment Range Formula described herein defines the maximum assessment that may be imposed in subsequent fiscal years without additional property owner ballot proceedings

District Budget: An estimate of the annual costs to maintain and service the storm drain improvements installed and constructed as part of the development of properties within the District. The maximum assessment and assessment range formula established for the District is based on the development plans and estimated annual cost and expenses associated with the improvements at build-out. The assessments to provide the improvements shall be based on the estimated net annual cost of operating and maintaining of the District improvements for that fiscal year. The maximum assessment (Rate per Equivalent Benefit Unit) identified in the budget of this Report establishes the initial maximum assessment for the District in Fiscal Year 2025/2026.

District Diagram: A Diagram showing the exterior boundaries of the District is provided in this Report and includes all parcels that will receive special benefits from the improvements. Parcel identification, the lines and dimensions of each lot, parcel, and subdivision of land within the District, are inclusive of all parcels as shown on the Stanislaus County Assessor’s Parcel Maps as they existed at the time of the passage of the Resolution of Intention, and shall include all subsequent subdivisions, lot line adjustments or parcel changes therein. Reference is hereby made to the Stanislaus

County Assessor's maps for a detailed description of the lines and dimensions of each lot and parcel of land within the District.

Assessment Roll: A listing of the assessment amount to be presented to the property owners of record. Said assessment amounts represent each parcel's proportional special benefit from the improvements and services to be provided by the District based on an initial maximum assessment rate per Equivalent Benefit Unit (EBU). The maximum assessment rate has been established based on the planned development of properties within the District and the net annual cost to maintain and service the improvements as outlined in the District budget and method of apportionment described herein.

PART I - PLANS AND SPECIFICATIONS

A. DESCRIPTION OF THE DISTRICT

The territory within the District consists of all lots, parcels and subdivisions of land within the residential and commercial subdivisions known as the Heartlands, the Cottages and the Crossroads Commercial Center, which encompass an area of land totaling approximately eighty-eight acres (88.11 acres) of which approximately four acres (4.01 acres) is the drainage basin area, twenty-two acres (22.22 acres) that represents the area of residential development consisting of one hundred fifty-two (152) planned single-family residential units and approximately sixty-two acres (61.88 acres) that represents the area of commercial development. The residential area includes the subdivisions of the Heartlands and the Cottages representing 96 and 56 single-family residential homes, respectively. The District and parcels therein are generally located:

East of Oakland Road,
North of Claribel Road, and
South and West of the M.I.D Lateral No. 6.

The parcels within the District at the time of the Resolution of Intention are identified by the Stanislaus County Assessor's Office as:

Parcel number 075-097-043 for the drainage basin area, which is located on the northwest corner of the District;

All parcels within Book 075 Pages 096, 097 and 098 for the residential subdivisions known as the Heartlands and the Cottages, which are located along the northern areas of the District; and

All parcels within Book 075 Page 093 for the commercial area referred to as the Crossroads Commercial Center that is located south of the planned residential development within the District, with the exception of parcel number 075-093-026-000 which is the Hetch Hetchy 110' R O W.

B. IMPROVEMENTS AUTHORIZED BY THE 1972 ACT

As applicable or may be applicable to this proposed District, the 1972 Act defines improvements to mean one or any combination of the following:

- The installation or planting of landscaping.

- The installation or construction of statuary, fountains, and other ornamental structures and facilities.
- The installation or construction of public lighting facilities.
- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- The maintenance or servicing, or both, of any of the foregoing.
- The acquisition of any existing improvement otherwise authorized pursuant to this section.

Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;
- The costs of printing, advertising, and the publishing, posting and mailing of notices;
- Compensation payable to the County for collection of assessments;
- Compensation of any engineer or attorney employed to render services;
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5.
- Costs associated with any elections held for the approval of a new or increased assessment.

The 1972 Act defines "Maintain" or "maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal, or replacement of all or any part of any improvement.
- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
- The removal of trimmings, rubbish, debris, and other solid waste.

- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

C. DESCRIPTION OF IMPROVEMENTS AND SERVICES

The purpose of this District is to ensure the ongoing maintenance, operation and servicing of storm drain improvements established or installed in connection with development of properties within the District. The improvements may consist of all or a portion of the storm drain infrastructure and appurtenant facilities within and associated with the development of properties within the residential subdivisions known as the Heartlands and the Cottages, and the commercial development located on the north side of Claribel Road between Oakdale Road and the MID Lateral No. 6, referred to as the Crossroads Commercial Center. The District improvements generally include but are not limited to inlets, catch basins, storm-drain-pipes, outlets, pumps, filters, drainage basins, and appurtenant facilities. The special benefit assessments to be levied for this District are intended to provide a revenue source for the ongoing maintenance and servicing of these District improvements including, but not limited to the materials, equipment, labor and administrative expenses. However, the assessments are not intended to fund reconstruction or major renovations of the improvements and facilities.

Development of each of the properties within the District to their full potential required the construction and installation of the four-acre drainage basin area located in the northwest section of the District and related storm drain infrastructure within the District to address water run-off from these properties. The construction and installation of these improvements and facilities were only necessary for the development of these properties and the ongoing maintenance and servicing of these improvements provided by this District are only necessary to ensure the integrity of these improvements and facilities associated with those properties. The facilities and services to be funded through the District assessments are generally described as:

Improvements and Facilities

The Storm Drain improvements and facilities to be maintained by the District include the four-acre drainage basin site constructed in the northern portion of the District (Assessor's Parcel Number 075-097-043) and the related facilities and infrastructure located within that site (referred to here as basin-site improvements), as well as the pipes, catch basins, inlets and related drainage facilities within the residential and commercial development areas that collect and direct water flow to this drainage basin (referred to here as property-site improvements). The facilities and infrastructure to be funded through the District assessments generally include:

Basin-site Improvements

A 2.95 acre drainage basin facility with 4 inch concrete reinforced side slopes and a soil composition floor that will naturally become vegetated through volunteer native plants; Approximately one acre of "upland" area surrounding the 2.95 acre drainage basin that is primarily constructed of compacted aggregate base material; A 6 foot high chain link fence along the perimeter of the "upland" area surrounding the drainage basin; An 8 inch

concrete reinforced access ramp to the basin floor; Drainage infrastructure facilities within the drainage basin site that include but are not limited to: A twenty foot wide rip-rap swale made up of 4-6" angular rock with a perforated sub-drain underneath the rip-rap to remove silt and sediment from the water runoff entering the basin (required by the Modesto Irrigation District); Screened inlets and galvanized steel storm drain grates; A lift/pump station; Four (4) catch basins; Two (2) cleanouts; One (1) manhole; and Approximately 1,005 linear feet of drain pipe including: 437 linear feet of 10" PVC gravity line. 168 linear feet of 10" PVC forced main line from the pump station to the MID canal. 143 linear feet of 12" perforated PVC. 199 linear feet of 18" RCP. 58 linear feet of 54" RCP (from basin inlet to Oakdale Road RW).

Property-site Improvements

The overall storm drain system to be maintained by the District includes various pipes, catch basins, inlets and other facilities within public right-of-ways and easements that collect and direct water flow from the residential and commercial properties of the District to the drainage basin. These improvements generally include: 73 storm drain manholes; 80 catch basins; and 123,057 lineal feet of piping tributary to the basin.

A detailed description of the storm drain improvement plans associated with the various property developments within the District are on file with the City Engineer and by reference these plans and specifications are made part of this Report.

Maintenance and Services

Annual inspection and stencil maintenance of inlets & catch basins; Cleaning and maintenance of catch basins, cleanouts, manholes, inlet structure and outlet structure as needed, including permits and documentation requirements; Periodic cleaning of storm drain pipes, including permits and documentation requirements; Annual landscape maintenance and rodent control of the drainage basin area; Periodic vegetation and debris control within the drainage basin; Cleaning, debris removal and de-silting of drainage basin and/or biofilter areas as needed; Minor repair of the storm drain outlets if damaged or any other damaged facilities caused by flooding (major repairs or reconstruction are excluded); Regular operational costs to maintain and clean drainage basin pump and filters, including electrical costs (major repairs or replacement are excluded); Annual maintenance and repair of the fencing around the drainage basin.

PART II - METHOD OF APPORTIONMENT

A. BENEFIT ANALYSIS

The 1982 Act permits the establishment of assessment districts by agencies for the purpose of providing for the maintenance, operation and servicing of drainage and flood control improvements. The 1982 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

"The amount of the assessment imposed on any parcel of property shall be related to the benefit to the parcel which will be derived from the provision of the service".

Furthermore:

“The annual aggregate amount of the assessment shall not exceed the estimated annual cost of providing the service, except that the legislative body may, by resolution, determine that the estimated cost of work authorized ... is greater than can be conveniently raised from a single annual assessment and order that the estimated cost shall be raised by an assessment levied and collected in installments.... The revenue derived from the assessment shall not be used to pay the cost of any service other than the service for which the assessment was levied.

The method of apportionment described in this Report for allocation of special benefit assessments utilizes commonly accepted engineering practices in compliance with the provisions of the 1982 Act and the California Constitution. The formulas used for calculating assessments reflects the composition of parcels within the District and the improvements and services provided, to fairly apportion the costs based on the special benefits to each parcel.

Each of the improvements and services, and the associated costs and assessments, have been carefully reviewed, identified and allocated based on special benefit pursuant to the provisions of the 1982 Act and the California Constitution. The storm drain improvements associated with this District were necessary and essential requirements for the development of the properties within the District to their full potential, consistent with the development plans and applicable portions of the City General Plan. As such, the ongoing operation, servicing and maintenance of those improvements would otherwise be the direct financial obligation of each individual property owner. Since the parcels to be assessed within the District would not have been developed in the absence of these improvements and facilities, each parcel has a direct investment in the proper maintenance of the various improvements that is over and above any general benefits that may be conferred by such improvements and services.

The ongoing maintenance and servicing of the District improvements is an integral part of the use and preservation of the properties within the District. Such services to be funded by annual assessments confer a particular and distinct special benefit to those parcels. The proper maintenance and servicing of the storm drain system ensures proper water flow and control of excess water during periods of rain, which is essential to the preservation and protection of private property. The storm drain system contributes to a specific enhancement of the parcels within the District and the absence of adequate maintenance and servicing of these improvements could eventually have a negative impact on those properties.

Although the improvements may include storm drain facilities that connect to similar facilities outside the District boundaries, it is clear that the construction and installation of these improvements were only necessary for the development of properties within the District. As such, it has been determined that the ongoing maintenance, servicing, and operation of the District improvements provide no measurable general benefit to properties outside the District or to the public at large, but clearly provide distinct and special benefits to properties within the District. Any improvement or portion thereof

(particularly off-site storm drain facilities) that may be considered general benefit shall be funded by other revenue sources and not included as part of the special benefit assessments allocated to properties within this District. However, the costs associated with installation or improvement of any future off-site facilities that benefit the parcels within this District as well as other properties (shared benefit) may be allocated to the parcels within the District based on their proportional special benefit from such improvements.

B. ASSESSMENT METHODOLOGY

All costs associated with the improvements and services shall be fairly distributed among the parcels based upon the special benefit received by each parcel. Additionally, in compliance with the *California Constitution Article XIID, Section 4*, each parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred to that parcel. The benefit formula used to determine the assessment obligation is therefore based upon both the improvements that benefit the parcels within the District as well as the actual or planned development of each property as compared to other parcels that benefit from the improvements.

While the parcels within this District include both planned residential development and commercial development, they share a common need to control water runoff associated with their property. It has therefore been determined that the overall acreage of property development (gross acreage) within the District and each parcel's proportional share of that acreage provides a direct correlation to the special benefit each property receives from the improvements and services because it provides a fair and reasonable correlation to each parcel's proportional water runoff and demand on the storm drain infrastructure. Although the specific development of each property may have some impact on the amount of water runoff associated with that property due to variations in the surface area (natural or landscaped surfaces versus building footprint or asphalt area), the need for a well maintained storm drain system is essential to all property development and variations in the development of each property is considered inconsequential to the benefits associated with that storm drain system.

The following table provides a summary of the development acreage within the District that will benefit from the improvements and services to be provided through the revenues collected through the District's annual assessments.

Acreage by Land Use		
Land Use	Acreage	Percentage of Acreage
Planned Residential Development	22.22	26.42%
Planned Commercial Development	61.88	73.58%
Total	84.10	100.00%

Equivalent Benefit Units

Based on the preceding discussion, each property within the District is assigned an Equivalent Benefit Unit (“EBU”) that is reflective of the parcel’s proportional acreage, special benefit and assessment obligation.

Commercial Properties — Include all developed commercial properties and properties planned for commercial development within the area identified as the Crossroads Commercial Center within the District. Each of these parcels is assigned an EBU based on the parcel’s net acreage. Each taxable property shall be assessed on the County tax roll, their proportionate share of the net annual costs based on this assigned EBU. Properties planned for commercial development have been assigned an aggregate 61.88 EBU. Non-taxable properties (parcels the County does not generate a tax bill for) shall be hand-billed for their proportional annual assessment if applicable, but should such assessments not be collected; the City shall make a contribution to the District to offset the lost revenue.

Residential Properties — While the overall EBU established for the District is based on the total acreage of benefiting properties, it has been determined that the benefit to each of the single-family residential properties developed in the District is identical and that the most appropriate allocation of special benefit is reflected by the total acreage associated with the residential subdivisions within the District divided by the total number of approved residential units. (22.22 acres divided by 152 approved units, equals approximately 0.15 EBU per residential unit). Therefore, each single-family residential parcel shall be assigned 0.15 EBU and residential properties that have not been fully subdivided, shall be assigned an EBU that reflects 0.15 EBU for each planned residential unit to be developed on the property.

Exempt Properties — This land use identifies properties that are not assessed and are assigned 0.00 EBU. This land use classification may include but is not limited to any lot or parcel identified as public streets and other roadways (typically not assigned an APN by the County); and the four-acre detention basin site that represents much of the District’s improvements, or any other public easement, utility right-of-way or other publicly owned properties that are part of the District improvements or may provide other benefits to private properties within the District.

These types of parcels are considered to receive no benefit from the improvements because they are also generally required as part of developing the residential and commercial properties within the District. These properties are exempted from assessment, but shall be reviewed annually by the assessment engineer to confirm the parcels’ current development status. Government owned properties or public properties

are not necessarily exempt properties and shall be subject to special benefit assessment unless it qualifies for an exempt status.

The following formulas are used to calculate each parcel's annual assessment (proportional benefit):

The total number of Equivalent Benefit Units for the District is the sum of all individual EBUs applied to parcels that receive special benefit from the improvements.

$$\text{All Residential Property EBUs} + \text{Commercial Property EBU's} = \text{Total Parcels' EBU}$$

An assessment amount per EBU (Assessment Rate) for the improvements is established by taking the total net annual cost budgeted for the improvements and dividing that amount by the total number of EBU's.

$$\text{Total Balance to Levy} / \text{Total EBUs} = \text{Assessment Rate per EBU}$$

This Rate is then applied back to each parcel's individual EBU to determine the parcel's proportionate benefit and annual assessment obligation for the improvements.

$$\text{Assessment Rate per EBU} \times \text{Each Parcel's Assigned EBU} = \text{Parcel's Levy Amount}$$

C. ASSESSMENT RANGE FORMULA

Any new or increased assessment requires certain noticing and meeting requirements by law. Prior to the passage of Proposition 218 (*California Constitution, Articles XIII C and XIII D*), legislative changes in the Brown Act defined a "new or increased assessment" to exclude certain conditions. These conditions included "any assessment that does not exceed an assessment formula or range of assessments previously adopted by the agency or approved by the voters in the area where the assessment is imposed." This definition and conditions were later confirmed through Senate Bill 919 (Proposition 218 implementing legislation).

The purpose of establishing an assessment range formula is to provide for reasonable increases and inflationary adjustment to annual assessments without requiring costly noticing and mailing procedures, which could add to the District costs and assessments. As part of the District formation, balloting of property owners is required pursuant to the *California Constitution, Article XIII D, Section 4*. As part of the District formation, the notice and assessment ballots presented to the property owners for approval, included a maximum assessment amount for Fiscal Year 2006/2007 (initial maximum assessment), identification of the corresponding maximum assessment rate and a summary of the assessment range formula described herein.

The assessment range formula for this District shall be applied to all future assessments and is generally defined, if the annual assessment (levy per EBU) for the upcoming fiscal year is less than or equal to the adjusted Maximum Assessment, then the annual assessment is not considered an increased assessment. The Maximum Assessment is equal to the (Initial) Maximum Assessment established for fiscal year 2006/2007 adjusted

annually by the annual percentage change in the February Consumer Price Index (CPI) for the San Francisco-Oakland-Hayward Area for All Urban Consumers. The Maximum Assessment for Fiscal Year 2024/2025 was \$879.55/EBU. The CPI for 2025 is 2.69% increasing the Maximum Assessment for Fiscal Year 2025/2026 to \$903.20/EBU.

Beginning in the second fiscal year (Fiscal Year 2007/2008) and each fiscal year thereafter, the Maximum Assessment will be recalculated and a new Maximum Assessment established for that fiscal year. The Maximum Assessment shall be adjusted annually and is calculated independent of the District's annual budget and annual assessment. Any annual assessment (rate per EBU) less than or equal to this Maximum Assessment is not considered an increased assessment, even if the assessment is much greater than the assessment applied in the prior fiscal year.

PART III – 2025/2026 DISTRICT BUDGET

The Maximum Assessment per EBU is shown within the following budget and is based on the cost of providing the District improvements. As outlined in the method of apportionment, all the improvements are considered special benefit and there are no improvement costs that have been identified as general benefit.

Heartlands Storm Drain District No 06-01		Total District
DIRECT COSTS		
<i>Annual Maintenance</i>		
Inspection & Abatement: Drainage Basins		\$500
Landscape Maintenance: Drainage Basins (Including Utilities)		5,100
Annual Maintenance: Drainage Basin/Channelway Fencing		844
Annual Inspection & Docs: Inlets, Manholes, Outlets, Drywells, Pumps, Etc.		880
Annual Maintenance & Cleaning: Inlets, Manholes, Outlets, Drywells, Pumps, Etc.		1,500
Annual Inspection & Maintenance: Storm Drain Pipes		2,200
Annual Pump Operation (Including Electricity)		1,000
Annual Maintenance Expenses: Storm Drains		\$12,024
Total Annual Direct Costs: Storm Drain Improvements		\$12,024
ADMINISTRATION EXPENSES		
City Administration & Overhead		\$23,000
District Administration		2,099
County Administration Fee		60
Miscellaneous Administration Expenses		0
Total Annual Administration Costs		\$25,159
LEVY BREAKDOWN		
Total Direct & Administration Costs		\$37,183
Reserve Collection/ (Transfer)		582
City Loan — Repayment/(Advance)		0
Total Levy Adjustments		\$582
BALANCE TO LEVY		\$37,764
DISTRICT STATISTICS		
Total Parcels		175
Parcels Levied		175
Total EBU		84.05
Levy per EBU		\$449.30
Maximum Levy per EBU		\$903.20
FUND BALANCE INFORMATION		
Beginning Reserve Fund Balance		\$28,519
Reserve Fund Activity		582
Ending Reserve Fund Balance		\$29,101

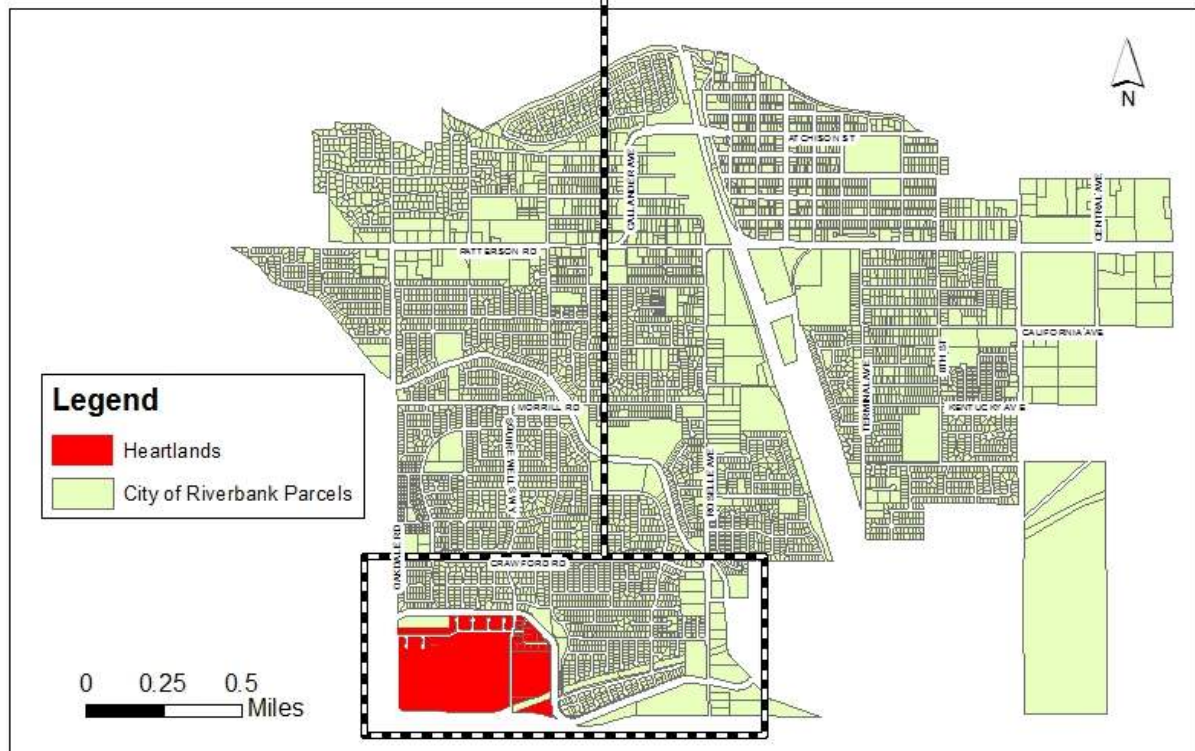
PART IV - DISTRICT DIAGRAMS

The parcels within the Riverbank Storm Drain District No. 2006-01 (Heartlands) consist of all lots, parcels and subdivisions of land located in the planned residential development known as Heartlands. The District covers approximately ninety and one-half acres (90.54 acres).

The following District Diagram is based on the Stanislaus County Assessor's Maps and the Stanislaus County Assessor's Secured Roll and identifies all the parcels of land within the District. The combination of this map and the Assessment Roll contained in this report constitute the District Assessment Diagram.



City of Riverbank Storm Drain Maintenance District No. 2006-1 (Heartlands)



PART V – 2025/2026 ASSESSMENT ROLL

Parcel identification for each lot or parcel within the District shall be the parcel as shown on the Stanislaus County Secured Roll for the year in which the Engineer's Report is prepared and reflective of the Assessor's Parcel Maps. A listing of the lots and parcels to be assessed within this District along with the assessment amounts is provided on the following pages.

Non-assessable lots or parcels may include but are not limited to public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, open space areas, right-of-ways, common areas; landlocked parcels, small parcels vacated by the County, bifurcated lots, and any other property that cannot be developed or has little or no value. These types of parcels are considered to receive little or no benefit from the improvements and are therefore exempted from assessment.

If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor/Controller. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rate described in this Report and approved by the City Council. Therefore, if a single parcel has changed to multiple parcels, the assessment amount applied to each of the new parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment.

APN	EBU	Charge
075-093-024-000	0.36	\$161.74
075-093-025-000	2.11	948.02
075-093-030-000	10.96	4,924.32
075-093-031-000	10.00	4,493.00
075-093-034-000	1.81	813.22
075-093-035-000	0.90	404.36
075-093-036-000	1.08	485.24
075-093-037-000	0.73	327.98
075-093-038-000	1.35	606.54
075-093-039-000	1.14	512.20
075-093-040-000	0.95	426.82
075-093-041-000	6.57	2,951.90
075-093-043-000	1.45	651.48
075-093-047-000	0.84	377.40
075-093-049-000	1.28	575.10
075-093-051-000	6.21	2,790.14
075-093-052-000	4.68	2,102.72
075-093-053-000	1.63	732.34
075-093-054-000	1.43	642.48
075-093-058-000	1.43	642.48
075-093-061-000	2.00	898.60
075-093-062-000	1.21	543.64
075-093-063-000	1.13	507.70
075-096-001-000	0.15	67.38
075-096-002-000	0.15	67.38
075-096-003-000	0.15	67.38
075-096-004-000	0.15	67.38
075-096-005-000	0.15	67.38
075-096-006-000	0.15	67.38
075-096-007-000	0.15	67.38
075-096-008-000	0.15	67.38
075-096-009-000	0.15	67.38
075-096-010-000	0.15	67.38
075-096-011-000	0.15	67.38
075-096-012-000	0.15	67.38
075-096-013-000	0.15	67.38
075-096-014-000	0.15	67.38
075-096-015-000	0.15	67.38
075-096-016-000	0.15	67.38
075-096-017-000	0.15	67.38
075-096-018-000	0.15	67.38
075-096-019-000	0.15	67.38
075-096-020-000	0.15	67.38
075-096-021-000	0.15	67.38
075-096-022-000	0.15	67.38
075-096-023-000	0.15	67.38
075-096-024-000	0.15	67.38
075-096-025-000	0.15	67.38
075-096-026-000	0.15	67.38
075-096-027-000	0.15	67.38

APN	EBU	Charge
075-096-028-000	0.15	67.38
075-096-029-000	0.15	67.38
075-096-030-000	0.15	67.38
075-096-031-000	0.15	67.38
075-096-032-000	0.15	67.38
075-096-033-000	0.15	67.38
075-096-034-000	0.15	67.38
075-096-035-000	0.15	67.38
075-096-036-000	0.15	67.38
075-096-037-000	0.15	67.38
075-096-038-000	0.15	67.38
075-096-039-000	0.15	67.38
075-096-040-000	0.15	67.38
075-096-041-000	0.15	67.38
075-096-042-000	0.15	67.38
075-096-043-000	0.15	67.38
075-096-044-000	0.15	67.38
075-096-045-000	0.15	67.38
075-096-046-000	0.15	67.38
075-096-047-000	0.15	67.38
075-096-048-000	0.15	67.38
075-096-049-000	0.15	67.38
075-096-050-000	0.15	67.38
075-096-051-000	0.15	67.38
075-096-052-000	0.15	67.38
075-096-053-000	0.15	67.38
075-096-054-000	0.15	67.38
075-097-001-000	0.15	67.38
075-097-002-000	0.15	67.38
075-097-003-000	0.15	67.38
075-097-004-000	0.15	67.38
075-097-005-000	0.15	67.38
075-097-006-000	0.15	67.38
075-097-007-000	0.15	67.38
075-097-008-000	0.15	67.38
075-097-009-000	0.15	67.38
075-097-010-000	0.15	67.38
075-097-011-000	0.15	67.38
075-097-012-000	0.15	67.38
075-097-013-000	0.15	67.38
075-097-014-000	0.15	67.38
075-097-015-000	0.15	67.38
075-097-016-000	0.15	67.38
075-097-017-000	0.15	67.38
075-097-018-000	0.15	67.38
075-097-019-000	0.15	67.38
075-097-020-000	0.15	67.38
075-097-021-000	0.15	67.38
075-097-022-000	0.15	67.38
075-097-023-000	0.15	67.38
075-097-024-000	0.15	67.38

APN	EBU	Charge
075-097-025-000	0.15	67.38
075-097-026-000	0.15	67.38
075-097-027-000	0.15	67.38
075-097-028-000	0.15	67.38
075-097-029-000	0.15	67.38
075-097-030-000	0.15	67.38
075-097-031-000	0.15	67.38
075-097-032-000	0.15	67.38
075-097-033-000	0.15	67.38
075-097-034-000	0.15	67.38
075-097-035-000	0.15	67.38
075-097-036-000	0.15	67.38
075-097-037-000	0.15	67.38
075-097-038-000	0.15	67.38
075-097-039-000	0.15	67.38
075-097-040-000	0.15	67.38
075-097-041-000	0.15	67.38
075-097-042-000	0.15	67.38
075-098-001-000	0.15	67.38
075-098-002-000	0.15	67.38
075-098-003-000	0.15	67.38
075-098-004-000	0.15	67.38
075-098-005-000	0.15	67.38
075-098-006-000	0.15	67.38
075-098-007-000	0.15	67.38
075-098-008-000	0.15	67.38
075-098-009-000	0.15	67.38
075-098-010-000	0.15	67.38
075-098-011-000	0.15	67.38
075-098-012-000	0.15	67.38
075-098-013-000	0.15	67.38
075-098-014-000	0.15	67.38
075-098-015-000	0.15	67.38
075-098-016-000	0.15	67.38
075-098-017-000	0.15	67.38
075-098-018-000	0.15	67.38
075-098-019-000	0.15	67.38
075-098-020-000	0.15	67.38
075-098-021-000	0.15	67.38
075-098-022-000	0.15	67.38
075-098-023-000	0.15	67.38
075-098-024-000	0.15	67.38
075-098-025-000	0.15	67.38
075-098-026-000	0.15	67.38
075-098-027-000	0.15	67.38
075-098-028-000	0.15	67.38
075-098-029-000	0.15	67.38
075-098-030-000	0.15	67.38
075-098-031-000	0.15	67.38
075-098-032-000	0.15	67.38

APN	EBU	Charge
075-098-033-000	0.15	67.38
075-098-034-000	0.15	67.38
075-098-035-000	0.15	67.38
075-098-036-000	0.15	67.38
075-098-037-000	0.15	67.38
075-098-038-000	0.15	67.38
075-098-039-000	0.15	67.38
075-098-040-000	0.15	67.38
075-098-041-000	0.15	67.38
075-098-042-000	0.15	67.38
075-098-043-000	0.15	67.38
075-098-044-000	0.15	67.38
075-098-045-000	0.15	67.38
075-098-046-000	0.15	67.38
075-098-047-000	0.15	67.38
075-098-048-000	0.15	67.38
075-098-049-000	0.15	67.38
075-098-050-000	0.15	67.38
075-098-051-000	0.15	67.38
075-098-052-000	0.15	67.38
075-098-053-000	0.15	67.38
075-098-054-000	0.15	67.38
075-098-055-000	0.15	67.38
075-098-056-000	0.15	67.38
Total	84.05	\$37,761.18

*Total may differ from budget due to rounding.

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPEMENT AUTHORITY

AGENDA ITEM NO. 10.8

SECTION 10: PUBLIC HEARING

Meeting Date: June 10, 2025

Subject/ Title: Sterling Ridge Storm Drain Maintenance District:

- 1) Resolution of the City Council of the City of Riverbank, County of Stanislaus, State of California, Ordering the Levy and Collection of Assessments Within the Sterling Ridge Benefit Assessment District for Fiscal Year 2025/2026**

From: Marisela H. Garcia, City Manager

Submitted by: Kathleen Cleek, Capital Projects/Regulatory Compliance Manager

RECOMMENDATION

It is recommended that the City Council adopt Resolutions amending and/or approving the Engineer's Report and ordering the levy and collection of annual assessments for the Riverbank Storm Drain District No. 05-01 (Sterling Ridge) for Fiscal Year 2025/2026.

SUMMARY

Pursuant to the provisions of the Benefit Assessment Act of 1982, Chapter 6.4, Division 2, Title 5 of the Government Code of the State of California commencing with Section 54703, a special benefit assessment district was formed and designated as the Riverbank Storm Drain District No. 05-01 (Sterling Ridge). The assessments from this District provide for the maintenance and operation of storm drain facilities and improvements. The special benefit District includes Sterling Ridge, Elmwood Estates Unit 1, and Elmwood Estates Unit 2.

The attached resolution represents the second of two steps in the annual levy of assessments on the district for fiscal year 2025/2026.

The annual levy per EDU will increase from \$98.00 to \$117.60 to cover the increase in maintenance costs.

It is recommended that the City Council adopt Resolution ordering the levy and collection of assessments within the Riverbank Storm Drain District No. 05-01 (Sterling Ridge) for Fiscal Year 2025/2026.

FISCAL IMPACT

The annual assessments for parcels in the Riverbank Storm Drain District No. 05-01 (Sterling Ridge) for Fiscal Year 2025/2026 is as follows:

	<u>PRIOR FY 24/25</u>	<u>FY 25/26</u>	<u>Change in Assessment</u>
Annual Parcel Assessments	\$98.00	\$117.60	\$19.60

Costs for the district are paid through assessments upon property owners within the District; hence, there is no fiscal impact to the City.

ATTACHMENTS

1. Resolution
2. Engineer's Annual Report Riverbank Storm Drain District No. 05-01
(Sterling Ridge) Engineer's Report for Fiscal Year 2025/2026

CITY OF RIVERBANK

RESOLUTION 2025-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERBANK,
CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS
WITHIN THE RIVERBANK STORM DRAIN DISTRICT NO. 05-01 (STERLING RIDGE
BENEFIT ASSESSMENT DISTRICT) FOR FISCAL YEAR 2025/2026**

**THE CITY COUNCIL OF THE CITY OF RIVERBANK, CALIFORNIA
(HEREINAFTER REFERRED TO AS THE "CITY") DOES RESOLVE AS FOLLOWS:**

WHEREAS, the City Council has by previous Resolutions initiated proceedings and declared its intention to levy assessments for the Sterling Ridge Benefit Assessment District (hereafter referred to as the "District") for the Fiscal Year commencing July 1, 2025 and ending June 30, 2026 pursuant to the provisions of the *Benefit Assessment Act of 1982, Chapter 6.4 of Part 1 of Division 2, Article 4 of the Government Code of California, beginning with Section 54703* (hereafter referred to as the "Act") to pay the costs and expenses of operating, maintaining, and servicing improvements and facilities located within public places within the boundaries of the District; and

WHEREAS, the Engineer selected by the Council has prepared and filed with the City Clerk, and the City Clerk has presented to the Council, the Engineer's Annual Levy Report (hereafter referred to as the "Report") for the District that describes the District and the proposed levy and collection of assessments upon eligible parcels of land within the District, and the Council did by previous Resolution approve such Report; and

WHEREAS, the City Council desires to levy and collect assessments against parcels of land within the District for the Fiscal Year commencing July 1, 2025 and ending June 30, 2026 to pay the costs and expenses of operating, maintaining, and servicing improvements and facilities located within the boundaries of the District; and

WHEREAS, this City and its legal counsel have reviewed the provisions of Section XIIID of the California State Constitution and found that the proposed assessments comply with these provisions.

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY
THE CITY COUNCIL OF THE CITY OF RIVERBANK FOR THE STERLING RIDGE
BENEFIT ASSESSMENT DISTRICT AS FOLLOWS:**

Section 1 Following notice duly given, the City Council has held a full and fair Public Hearing regarding the District, the levy and collection of assessments, the Report prepared in connection therewith, and considered all oral and written statements, protests, and communications made or filed by interested persons regarding these matters.

Section 2 Based upon its review (and amendments, as applicable) of the Report, the City Council hereby finds and determines that:

- i) the land within the District will receive special benefit by the operation, maintenance, and servicing of improvements and facilities located in public places within the boundaries of the District; and,
- ii) the District includes all of the lands so benefited; and,
- iii) the net amount to be assessed upon the lands within the District in accordance with the fee for the Fiscal Year commencing July 1, 2025 and ending June 30, 2026 is apportioned by a formula and method which fairly distributes the net amount among all eligible parcels in proportion to the estimated benefits to be received by each parcel from the improvements and services.

Section 3 The Report and assessments as presented to the City Council and on file in the Office of the City Clerk are hereby confirmed as filed.

Section 4 The maintenance, operation, and servicing of the improvements and appurtenant facilities shall be performed pursuant to the Act. The City Council hereby orders the proposed improvements to be made, which improvements are briefly described as follows: the maintenance and operation of the following described improvements of a local nature on public lands within said District including street sweeping, storm drain lines, including necessary cleaning, repairs, replacement, electric current, supervision, debris removal, engineering and supervision and any and all other items of work necessary and incidental for the proper maintenance and operation thereof. The Report describes all new improvements or substantial changes in existing improvements.

Section 5 The County Auditor of Stanislaus shall enter on the County Assessment Roll opposite each parcel of land the amount of levy, and such levies shall be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the levy shall be paid to the City Treasurer.

Section 6 The City Treasurer shall deposit all money representing assessments collected by the County for the District to the credit of a fund for the "Sterling Ridge Benefit Assessment District", and such money shall be expended only for the maintenance, operation and servicing of the landscaping and lighting improvements and appurtenant facilities as described in Section 7.

Section 7 The adoption of this Resolution constitutes the District levy for the Fiscal Year commencing July 1, 2025 and ending June 30, 2026.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 10th day of June, 2025; motioned by _____, seconded by _____, 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: Engineer's Report – Storm Drain District No. 05-01 (Sterling Ridge Benefit Assessment District) L&L for FY2025-26



City of Riverbank

Riverbank Benefit Assessment District No. 05-01 (Sterling Ridge)

2025/2026 ENGINEER'S ANNUAL LEVY REPORT

Intent Meeting: May 27, 2025

Public Hearing: June 10, 2025

27368 Via Industria
Suite 200
Temecula, CA 92590
T 951.587.3500 | 800.755.6864
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AFFIDAVIT FOR THE ENGINEER'S ANNUAL LEVY REPORT

City of Riverbank
Stanislaus County, State of California

**Riverbank Storm Drain District No. 05-01
(Sterling Ridge)**

This Report describes the District and all relevant zones therein including the improvements, budgets, parcels and assessments to be levied for Fiscal Year 2025/2026, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Stanislaus County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District.

The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this 27th day of May, 2025.

Willdan Financial Services
Assessment Engineer

By: _____

Tony Thrasher
Principal Consultant
District Administration Services

By: _____

Tyrone Peter
PE # C 81888



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INTRODUCTION

Pursuant to the provisions of the *Benefit Assessment Act of 1982*, being *Chapter 6.4, Division 2, Title 5 of the Government Code of the State of California* commencing with *Section 54703* (hereafter referred to as the “1982 Benefit Act”), and in compliance with the substantive and procedural requirements of the *California State Constitution, Article XIID* (hereafter referred to as the “California Constitution”), the City Council of the City of Riverbank, County of Stanislaus, State of California (hereafter referred to as “City”), in connection with the proceedings required for the assessment of the special benefit assessment district designated as:

Riverbank Storm Drain District No. 05-01 (Sterling Ridge)

(hereafter referred to as “District”), which includes all lots and parcels of land within the residential subdivision known as Sterling Ridge, within the City limits of Riverbank. This Engineer’s Report (hereafter referred to as “Report”) has been prepared in connection with the levy and collection of annual assessments related thereto for Fiscal Year 2025/2026, as set forth pursuant to the 1982 Benefit Act.

This Report describes the District, the improvements, and the assessments to be levied on the County tax rolls to fund the costs and expenses to service and maintain storm drain improvements associated with and resulting from the development of properties within the District and for which the properties receive special benefits. The annual assessments of this District will provide an ongoing funding source (annual assessments) for the continued operation and maintenance of storm drain improvements installed in connection with the development of properties within the District and are made pursuant to the 1982 Benefit Act and the substantive and procedural provisions of the California Constitution.

The improvements and assessments described in this Report are based on the planned development of properties within the District and represent an estimate of the direct expenditures, incidental expenses, and fund balances that will be necessary to maintain and service the improvements. The structure of the District (organization), the improvements, the method of apportionment, and assessments described herein are based on current development plans and specifications for the Sterling Ridge residential development; and by reference these plans and specifications are made part of this Report.

The word “parcel,” for the purposes of this Report, refers to an individual property assigned its own Assessor’s Parcel Number (APN) by the Stanislaus County Assessor’s Office. The Stanislaus County Auditor/Controller uses Assessor’s Parcel Numbers and specific Fund Numbers to identify properties assessed on the tax roll for special district benefit assessments.

The City Council shall conduct a noticed annual public hearing to consider all public comments and written protests regarding the District. Following the annual public hearing and review of the Engineer’s Annual Levy Report, the City Council may order amendments

to the Report or confirm the Report as submitted. Following final approval of the Report and confirmation of the assessments contained therein, the City Council will, by resolution, order the improvements to be made and confirm the levy and collection of assessments, and approve the levy and collection of assessments for Fiscal Year 2025/2026. In such case, the assessments as approved will be submitted to the Stanislaus County Auditor/Controller to be included on the property tax roll for each parcel in Fiscal Year 2025/2026.

Pursuant to the 1982 Benefit Act, in no case shall the annual assessments exceed the maximum assessment rate (including the annual inflationary adjustment) established and approved by the property owners as part of the formation proceedings, without subsequent approval of the property owners of such new or increased assessment in accordance with the provisions of the California Constitution, *Article XIID*. It should be noted that an increased assessment to an individual property resulting from changes in development or land use does not constitute an increased assessment.

This Report consists of five (5) parts:

Plans and Specifications: A description of the District boundaries and the improvements associated with said District. This District is a single benefit zone encompassing all properties within the territory identified as the residential subdivision of Sterling Ridge.

Method of Apportionment: A discussion of benefits the improvements provide to properties within the District and the method of calculating each property's proportional special benefit and annual assessment. An Assessment Range Formula described herein defines the maximum assessment that may be imposed in subsequent fiscal years without additional property owner ballot proceedings.

District Budget: An estimate of the annual costs to maintain and service the storm drain improvements installed and constructed as part of the development of properties within the District. The maximum assessment and assessment range formula established for the District are based on the development plans and annual cost and expenses associated with the improvements at build-out. The assessments to provide the improvements shall be based on the estimated net annual cost of operating and maintaining of the District improvements for that fiscal year. The maximum assessment (Rate per Equivalent Benefit Unit) identified in the budget of this Report establishes the maximum assessment for the District in Fiscal Year 2025/2026.

District Diagram: A Diagram showing the exterior boundaries of the District is provided in this Report and includes all parcels receiving special benefits from the improvements. Parcel identification, the lines and dimensions of each lot, parcel and subdivision of land within the District, are inclusive of all parcels as shown on the Stanislaus County Assessor's Parcel Maps as they existed at the time of the passage of the Resolution of Intention, and shall include all subsequent subdivisions, lot line adjustments or parcel changes therein. Reference is hereby made to the Stanislaus County Assessor's maps for a detailed description of the lines and dimensions of each lot and parcel of land within the District.

Assessment Roll: A listing of the assessment amount to be presented to the property owners of record. Said assessment amounts represent each parcel's proportional special

benefit from the improvements and services to be provided by the District based on an initial maximum assessment rate per Equivalent Benefit Unit (EBU). The maximum assessment rate has been established based on the planned development of properties within the District and the net annual cost to maintain and service the improvements as outlined in the District budget and method of apportionment described herein.

PART I — PLANS AND SPECIFICATIONS

A. DESCRIPTION OF THE DISTRICT

The territory within the District consists of all lots, parcels and subdivisions of land within the residential subdivision known as the Sterling Ridge, Elmwood Estates Unit 1 and Unit 2.

- **Sterling Ridge:** encompasses an area of land totaling approximately forty-six (46) acres. This residential subdivision includes one hundred eighty-three (183) single-family residential homes. The subdivision is generally located east of Roselle Avenue; south of Talbot Avenue; north of Minnear Road; and west of the AT & SF Railroad.
- **Elmwood Estates Unit 1:** This residential tract encompasses an area generally east of Roselle Avenue and south of Pocket Avenue. The tract includes ninety-two (92) residential parcels within the subdivision known as Elmwood Estates Unit 1, identified on Book 75 Page 04 of the Stanislaus County Assessor's Parcel Maps. The parcels within the development are identified by the Stanislaus County Assessor's Office as Assessor's Parcel Numbers 075-049-001-000 through 075-049-092-000.
- **Elmwood Estates Unit 2:** This residential tract encompasses an area located east of Aspen Lane and south of Pocket Avenue and includes eighty-six (86) single-family residential lots. The parcels within this development are identified by the Stanislaus County Assessor's Office as Assessor's Parcel Numbers 075-095-001-000 through 075-095-086-000.

B. IMPROVEMENTS AUTHORIZED BY THE 1972 ACT

As applicable or may be applicable to this proposed District, the 1972 Act defines improvements to mean one or any combination of the following:

- The installation or planting of landscaping.
- The installation or construction of statuary, fountains, and other ornamental structures and facilities.
- The installation or construction of public lighting facilities.
- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing

thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.

- The maintenance or servicing, or both, of any of the foregoing.
- The acquisition of any existing improvement otherwise authorized pursuant to this section.

Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;
- The costs of printing, advertising, and the publishing, posting and mailing of notices;
- Compensation payable to the County for collection of assessments;
- Compensation of any engineer or attorney employed to render services;
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5.
- Costs associated with any elections held for the approval of a new or increased assessment.

The 1972 Act defines "Maintain" or "maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal, or replacement of all or any part of any improvement.
- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
- The removal of trimmings, rubbish, debris, and other solid waste.
- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

Furthermore, the 1972 Act specifies that where the cost of improvements (other than maintenance and operations) is greater than can be conveniently raised from a single annual assessment, an assessment to be levied and collected in annual installments. In that event, the governing body may choose to do any of the following:

- Provide for the accumulation of the moneys in an improvement fund until there are sufficient moneys to pay all or part of the cost of the improvements.
- Provide for a temporary advance to the improvement fund from any available and unencumbered funds of the local agency to pay all or part of the cost of the improvements and collect those advanced moneys from the annual installments collected through the assessments.
- Borrow an amount necessary to finance the estimated cost of the proposed improvements. The amount borrowed, including amounts for bonds issued to finance the estimated cost of the proposed improvements.

C. DESCRIPTION OF IMPROVEMENTS AND SERVICES

The purpose of this District is to ensure the ongoing maintenance, operation and servicing of storm drain improvements established or installed in connection with development of properties within the District. The improvements may consist of all or portion of the storm drain infrastructure and appurtenant facilities within and associated with the development of properties within the Sterling Ridge residential subdivision. The District improvements generally include but are not limited to inlets, catch basins, storm drain pipes, outlets, pumps, filters, drainage basins and appurtenant facilities. The special benefit assessments to be levied for this District are intended to provide a revenue source for the ongoing maintenance and servicing of these District improvements including, but not limited to, the materials, equipment, labor and administrative expenses. However, the assessments are not intended to fund reconstruction or major renovations of the improvements and facilities. The improvements to be maintained and funded entirely or partially through the District assessments are generally described as:

- Annual inspection and stencil maintenance of inlets & catch basins;
- Cleaning and maintenance of catch basins as needed, including permits and documentation requirements (twenty-two catch basins are within the development);
- Periodic cleaning of storm drain pipes, including permits and documentation requirements (approximately 8,630 linear feet of pipe);
- Annual landscape maintenance and rodent control of the 2.74-acre drainage basin (portion of the costs);
- Cleaning, debris removal and de-silting of drainage basin and/or biofilter areas as needed;
- Minor repair of the storm drain outlets if damaged or any other damaged facilities caused by flooding (major repairs or reconstruction are excluded);
- Regular operational costs to maintain and clean drainage basin pump and filters, including electrical costs (major repairs or replacement are excluded); and,
- Annual maintenance and repair of the fencing around the 2.74-acre drainage basin (portion of the costs).

PART II — METHOD OF APPORTIONMENT

A. BENEFIT ANALYSIS

The 1982 Benefit Act permits the establishment of assessment districts by agencies for the purpose of providing for the maintenance, servicing and operation of drainage improvements and appurtenant facilities. The 1982 Benefit Act further requires that the cost of these improvements and activities and the corresponding assessments shall be related to the benefit derived and the annual aggregate amount of the assessment shall not exceed the estimated annual cost of providing such improvements and the service.

The method of apportionment described in this Report for allocation of special benefit assessments utilizes commonly accepted engineering practices and have been established pursuant to the 1982 Benefit Act and the provisions of the California Constitution. The formula used for calculating assessments for the District reflects the composition of the parcels and the improvements provided to fairly apportion the costs based on special benefits to each parcel. Furthermore, pursuant to the *Constitution Article XIID, Section 4*, a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel and a parcel may only be assessed for special benefits received.

All improvements and services associated with the District have been identified as necessary, required and/or desired for the orderly development of the properties within the District to their full potential and consistent with the proposed development plans and the City's General Plan. As such, these improvements would be necessary and required of individual property owners for the development of such properties and the ongoing operation, servicing and maintenance of the improvements and facilities would be the financial obligation of those properties. Therefore, the storm drain facilities and infrastructure, and the annual costs of ensuring the maintenance and operation of these improvements provide special benefits to the properties within the District. However, it is also recognized that a portion of the District improvements and services provides some benefits to properties outside the District boundaries or to the public at large and are therefore considered general benefit. Specifically, the drainage basin and related facilities including the drainage basin landscaping, fencing and pumps benefit developments in the area. All District costs have been identified as special benefit and shall be allocated to each property in proportion to the special benefits received.

B. ASSESSMENT METHODOLOGY

The method of apportionment for the District calculates the receipt of special benefit from the respective improvements based on the actual or proposed land use of the parcels within the District. The special benefit received by each lot or parcel is equated to the overall land use of parcels within the District based on the parcel's actual land use or proposed development.

It has been determined that each of the residential parcels within the District receives special benefits from all the improvements to be funded by annual assessments and, based on the planned property development, a single zone of benefit is appropriate for the

allocation of the assessments and proportional benefit. At the writing of this Report, the parcels within the District had not been fully subdivided, based on available parcel information from the County Assessor's Office. Therefore, the parcels within the District may be identified by one of the following land use classifications and is assigned a weighting factor known as an Equivalent Benefit Unit (EBU) that best reflects both the current and proposed use of each parcel. The EBUs calculated for a specific parcel defines that parcel's proportional special benefits from the proposed District improvements, facilities and services.

Equivalent Benefit Units

To assess benefits equitably it is necessary to relate each property's proportional special benefits to the special benefits of all other properties within the District. The EBU method of apportioning assessments uses the single-family home site as the basic unit of assessment. A single-family home site equals one EBU. All other land uses are converted to EBUs based on an assessment formula that equates the property's specific development status, type of development (land use), and size of the property, as compared to a single-family home site.

The EBU method of apportioning special benefits is typically seen as the most appropriate and equitable assessment methodology for districts formed under the 1982 Benefit Act, as the benefits to each parcel from the improvements are apportioned as a function of land use type, size, and development. Although the EBU method of apportioning special benefit is commonly used and applied to districts that have a wide range of land use classifications (residential and non-residential use), this District is comprised of only residential properties and the following apportionment analysis of special benefit addresses only residential land uses. Not all land use types described in the following are necessarily applicable to the development of properties within this District, but are presented for comparison purposes to support the proportional special benefit applied to those land use types within the District:

EBU Application by Land Use:

Single-Family Residential — This land use is defined as a fully subdivided residential home site with or without a structure. This land use is assessed 1.00 EBU per lot or parcel. This EBU is the base value that all other properties are compared and weighted against.

Multi-Family Residential — This land use is defined as a fully subdivided residential parcel that has more than one residential unit developed on the property. This land use typically includes apartments, duplexes, triplex etc. It does not typically include condominiums, town-homes or mobile home parks. Based on average population densities and size of the structure as compared to a typical single-family residential unit, multi-family residential parcels shall be proportionately assessed for the parcel's total number of residential units utilizing a sliding benefit scale. Although multi-family properties typically receive similar benefits to that of a single-family residential property, it would not be reasonable to conclude that on a per unit basis, the benefits are equal. Studies have consistently shown that the average multi-family unit impacts infrastructure approximately 75% as much as a single-family residence (Sample Sources: Institute of Transportation Engineers Informational Report Trip Generation, Fifth Edition; Metcalf and Eddy, Wastewater

Engineering Treatment, Disposal, Reuse, Third Edition). These various studies indicate that most public improvements and infrastructure are utilized and impacted at reduced levels by multi-family residential units and a similar reduction in proportional benefit is appropriate. Furthermore, it is also reasonable to conclude that as the density (number of units) increases; the proportional benefit per unit tends to decline because the unit size and people per unit usually decreases. Based on these considerations and the improvements provided by this District, it has been determined that an appropriate allocation of special benefit for multi-family residential properties is best represented by the following special benefit assignment: 0.75 EBU per unit for the first 5 units; 0.50 EBU per unit for units 6 through 50; and 0.25 EBU per unit for all remaining units.

Condominium/Town-home Units — Condominiums and town-homes tend to share attributes of both single-family residential and multi-family residential properties and for this reason are identified as a separate land use classification. Like most single-family residential properties, these properties are not usually considered rental property and generally the County assigns each unit a separate APN or assessment number. However, condominiums and town-homes often have similarities to multi-family residential properties - they are generally zoned medium to high density and in some cases may involve multiple units on a single APN. In consideration of these factors it has been determined that an appropriate allocation of special benefit for condominiums, town-homes and similar residential properties is best represented by an assignment of 0.75 EBU per unit regardless of whether each unit is assigned an individual APN or there are multiple units assigned to an APN. There is no adjustment for parcels with more than five units.

Planned-Residential Development — This land use is defined as any property for which a tentative or final tract map has been filed and approved (a specific number of residential lots and units has been identified) and the property is expected to be subdivided within the fiscal year or is part of the overall improvement and development plan for the District. This land use classification oftentimes involves more than a single parcel (e.g. the approved tract map encompasses more than a single APN). Each parcel that is part of the approved tract map shall be assessed proportionately for the proposed or estimated residential type and units to be developed on that parcel as part of the approved tract map. Accordingly, each parcel is assigned an appropriate number of benefit units that reflects the development of that property at build-out. The EBU assigned to each parcel shall represent the combination of single-family, condominium, multi-family units to be developed.

Vacant Residential — This land use is defined as property currently zoned for residential development, but a tentative or final tract map for the property has not yet been approved. Based upon the opinions of professional appraisers who appraise market property values for real estate in Southern California, the land value portion of a property typically ranges from 20 to 30 percent of the total value of a developed residential property (the average is about 25 percent). Therefore, it has been determined that a reasonable allocation of special benefit for this type of property would parallel the twenty-five percent (25%) apportionment of property value and the number of single-family residential units typically developed per acre (an average of 4 units per acre). Based on these factors this land use shall be assigned 1.0 EBU per acre (4 units per acre x 25%). Parcels less than one acre shall be assigned a minimum of 1.0 EBU (similar to a vacant lot within a residential tract). Recognizing that the

full and timely utilization of vacant property is reduced as the size of the property increases, it has been determined that the maximum EBU assigned to a vacant residential parcel shall not exceed 25.0 EBU (parcels in excess of 25 acres are assigned 25.0 EBU).

Exempt Parcels — This land use identifies properties that are not assessed and are assigned 0.00 EBU. This land use classification may include but is not limited to:

- Lots or parcels identified as public streets and other roadways (typically not assigned an APN by the County);
- Dedicated public easements including open space areas, utility rights-of-way, greenbelts, parkways, parks or other publicly owned properties that are part of the District improvements or that have little or no improvement value;
- Private properties that cannot be developed independently from an adjacent property, such as common areas, sliver parcels, or bifurcated lots or properties with very restrictive development use.

These types of parcels are considered to receive little or no benefit from the improvements and are therefore exempted from assessment.

Special Cases — In many districts where multiple land use classifications are involved, there is usually one or more properties that the standard land use classifications or usual calculation of benefit will not accurately identify the special benefits received from the improvements. For example, a parcel may be identified as a Vacant Residential property, however only a small percentage of the parcel's total acreage can actually be developed. In this case, an appropriate calculation would be based on the net acreage that can be utilized rather than the gross acreage of the parcel. The following table provides a summary of land use types and the Equivalent Benefit Unit factors used to calculate each parcel's individual EBU as outlined above.

Land Uses and Equivalent Benefit Units

Property Type	Equivalent Benefit Units	Multiplier
Single-family Residential	1.00	Per Unit/Lot/Parcel
Multi-family Residential	0.75	Per Unit for the First 5 Units
	0.50	Per Unit for Units 6-50
	0.25	Per Unit for all remaining units
Condominium/Town-home	0.75	Per Unit
Planned-Residential Development	1.00	Per Planned SF Residential Lot
	0.75	Per Planned Condominium
	0.25	Per Unit for all remaining units
Vacant	1.00	Per Acre
Exempt Parcels	0.00	Per Parcel

The following formula is used to calculate each parcel's EBU (proportional benefit):

Parcel Type EBU x Acres or Units = Parcel EBU

The total number of EBUs is the sum of all individual EBUs applied to parcels that receive special benefit from the improvements. An assessment amount per EBU (Assessment Rate) for the improvements is established by taking the total cost of the improvements and dividing that amount by the total EBUs of all the parcels benefiting from the improvements. This Rate is then applied back to each parcel's individual EBU to determine the parcel's proportionate benefit and assessment obligation for the improvements.

Total Balance to Levy / Total EBU = Levy per EBU**Levy per EBU x Parcel EBU = Parcel Levy Amount****C. ASSESSMENT RANGE FORMULA**

Any new or increased assessment requires certain noticing and meeting requirements by law. Prior to the passage of Proposition 218 (California Constitution Articles XIIC and XIID), legislative changes in the Brown Act defined a "new or increased assessment" to exclude certain conditions. These conditions included "any assessment that does not exceed an assessment formula or range of assessments previously adopted by the agency or approved by the voters in the area where the assessment is imposed." This definition and conditions were later confirmed through Senate Bill 919 (Proposition 218 implementing legislation).

The purpose of establishing an assessment range formula is to provide for reasonable increases and inflationary adjustment to annual assessments without requiring costly noticing and mailing procedures, which could add to the District costs and assessments. As part of the District formation, balloting of property owners was required pursuant to the *California Constitution, Article XIID, Section 4*.

The assessment range formula for this District shall be applied to all future assessments and is generally defined as: if the proposed annual assessment (levy per EBU) for the upcoming fiscal year is less than or equal to the adjusted Maximum Assessment, then the proposed annual assessment is not considered an increased assessment. The Maximum Assessment is equal to the (Initial) Maximum Assessment established for Fiscal Year 2005/2006 adjusted annually by the annual percentage change in the Consumer Price Index (CPI) for the San Francisco-Oakland-Hayward Area for All Urban Consumers. The Maximum Assessment Rate for Fiscal Year 2024/2025 was \$232.28 per EBU, the CPI increase for February 2025 is 2.69%. The adjusted Maximum Assessment Rate for Fiscal Year 2025/2026 is \$238.52 per EBU.

Beginning in the second fiscal year (Fiscal Year 2006/2007) and each fiscal year thereafter, the Maximum Assessment is recalculated and a new Maximum Assessment established for that fiscal year. The Maximum Assessment shall be adjusted annually and is calculated independent of the District's annual budget and proposed annual assessment. Any proposed annual assessment (rate per EBU) less than or equal to this Maximum Assessment is not considered an increased assessment, even if the proposed assessment is much greater than the assessment applied in the prior fiscal year.

PART III — DISTRICT BUDGET

Storm Drain District No. 05-01 (Sterling Ridge)	General Benefit	Special Benefit	Total Budget
DIRECT COSTS			
<i>Annual Maintenance</i>			
Inspection & Abatement: Drainage Basins	\$1,265	\$1,335	\$2,600
Landscape Maint: Drainage Basins (incl utilities)	2,627	2,000	4,627
Annual Maint: Drainage Basins/Channelway fencing	487	513	1,000
Annual Inspc/Docs:Inlets, Manholes, Outlets, Etc	12	988	1,000
Annual Maint & Cleaning: Inlets, Manholes, Outlets, Etc	26	1,500	1,526
Annual Inspection & Maint: Storm Drain pipes	32	2,200	2,232
Annual pump operation (include electricity)	500	500	1,000
Annual Maintenance Expenses: Storm Drains	\$4,949	\$9,036	\$13,985
Total Annual Direct Costs	\$4,949	\$9,036	\$13,985
ADMINISTRATION COSTS			
City Administration & Overhead	\$0	\$23,000	\$23,000
District Administration	0	2,212	2,212
County Administration Fee	0	97	97
Miscellaneous/Other Admin Fees	0	0	0
Total Annual Administration Costs	\$0	\$25,309	\$25,309
TOTAL DIRECT AND ADMIN COSTS	\$4,949	\$34,345	\$39,294
COLLECTIONS/(CREDITS) APPLIED TO LEVY			
Reserve Collection/(Transfers)	\$0	\$8,109	\$8,109
Capital Improvement Fund Collection/(Transfers)	0	0	0
Other Revenues/General Fund Contribution	(4,949)	0	(4,949)
TOTAL ADJUSTMENTS	(\$4,949)	\$8,109	\$3,160
BALANCE TO LEVY	\$0	\$42,454	\$42,454
DISTRICT STATISTICS			
Total Parcels			361
Parcels Levied			361
Total EBU			361.00
Levy per EBU			\$117.60
Maximum Levy per EBU			\$238.52
FUND BALANCE INFORMATION			
Beginning Reserve Fund Balance			\$21,102
Reserve Fund Activity			8,109
Ending Reserve Fund Balance			\$29,211

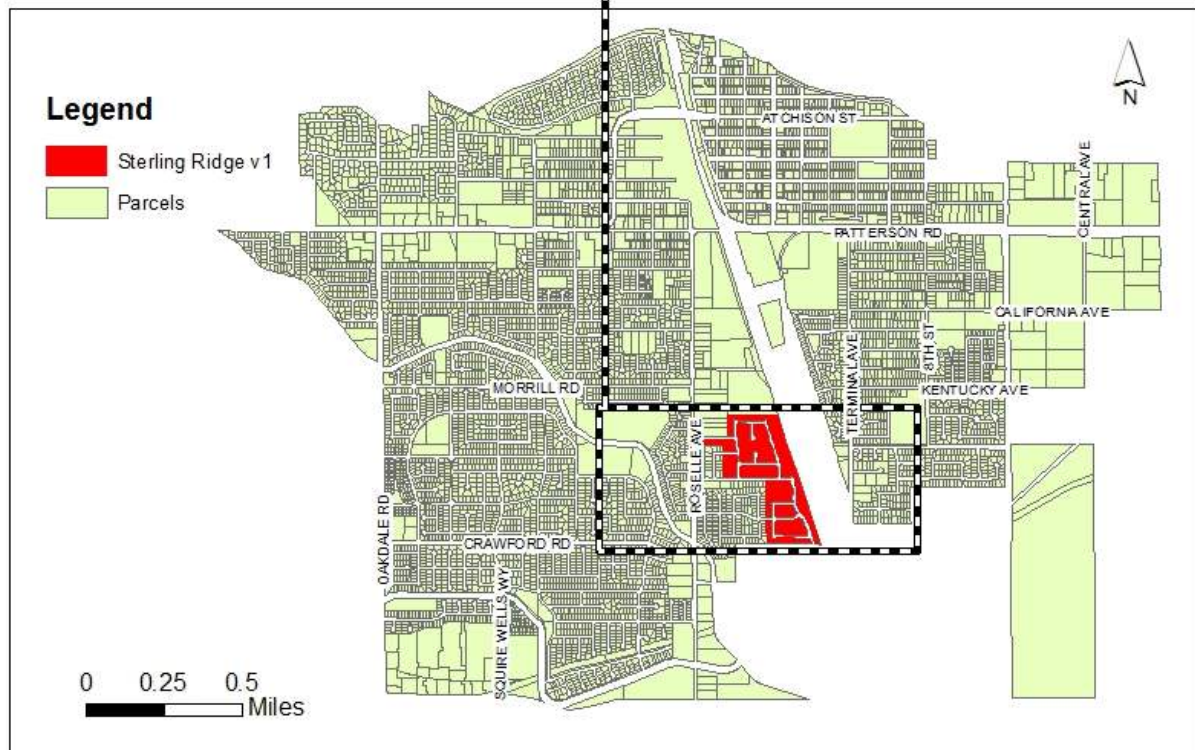
PART IV — DISTRICT BOUNDARY MAPS

The parcels within the Riverbank Storm Drain District No. 05-01 (Sterling Ridge) consist of all lots, parcels and subdivisions of land located in the planned residential development known as Sterling Ridge. The District covers approximately forty-six (46) acres.

The following District Diagram is based on the Stanislaus County Assessor's Maps and the Stanislaus County Assessor's Secured Roll (as of July 2004) and identifies all the parcels of land within the proposed District. The combination of this map and the Assessment Roll contained in this Report constitute the District Assessment Diagram.

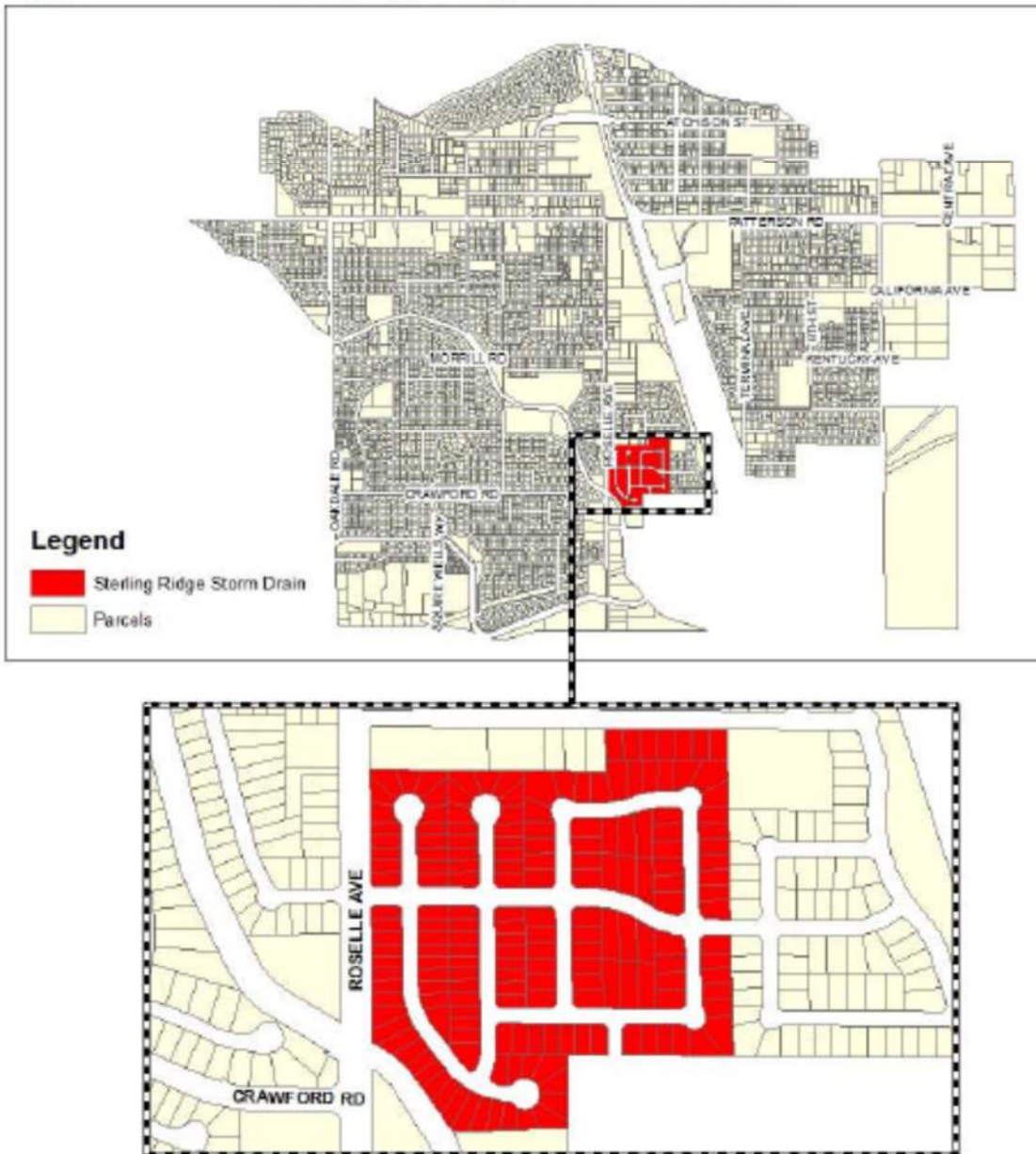


City of Riverbank Sterling Ridge Benefit Assessment District





Riverbank Sterling Ridge Storm Drain



PART V — 2025/2026 ASSESSMENT ROLL

Parcel identification for each lot or parcel within the District shall be the parcel as shown on the Stanislaus County Secured Roll for the year in which the Engineer's Report is prepared and reflective of the Assessor's Parcel Maps. A listing of the proposed lots and parcels to be assessed within this District along with the assessment amounts is provided herein.

Non-assessable lots or parcels may include but are not limited to public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, open space areas, right-of-ways, common areas; landlocked parcels, small parcels vacated by the County, bifurcated lots, and any other property that cannot be developed or has little or no value. These types of parcels are considered to receive little or no benefit from the improvements and are therefore exempted from assessment.

If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor/Controller. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rate described in this Report and approved by the City Council. Therefore, if a single parcel has changed to multiple parcels, the assessment amount applied to each of the new parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment.

APN	EBU	Charge
075-049-001-000	1.0	\$117.60
075-049-002-000	1.0	117.60
075-049-003-000	1.0	117.60
075-049-004-000	1.0	117.60
075-049-005-000	1.0	117.60
075-049-006-000	1.0	117.60
075-049-007-000	1.0	117.60
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075-049-012-000	1.0	117.60
075-049-013-000	1.0	117.60
075-049-014-000	1.0	117.60
075-049-015-000	1.0	117.60
075-049-016-000	1.0	117.60
075-049-017-000	1.0	117.60
075-049-018-000	1.0	117.60
075-049-019-000	1.0	117.60
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075-095-073-000	1.0	117.60
075-095-074-000	1.0	117.60
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075-095-084-000	1.0	117.60
075-095-085-000	1.0	117.60
075-095-086-000	1.0	117.60
Total	361.0	\$42,453.60

*Total may differ from budget due to rounding.

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 11.1

SECTION 11: NEW BUSINESS

Meeting Date: June 10, 2025

Subject: Fiscal Year 2025-26 Major Fund Budget Workshop

From: Marisela H. Garcia, City Manager

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

RECOMMENDATION

It is recommended that the City Council receive a presentation on the Fiscal Year 2025-26 Major Fund Proposed Budgets and provide feedback in anticipation of the adoption of the Final Budget on June 24, 2025.

SUMMARY

An overview of the proposed Fiscal Year 2025-26 Major Fund budget will be presented to the City Council in anticipation of the adoption of the preliminary budget. This is an opportunity for the City Council to review ongoing annual expenditures (also referred to as the Base Budget) as well as review capital requests from each of the departments. Major funds include: General Fund, Gas Tax Fund, Sewer Operating Fund, Water Operating Fund, Recreation Fund, and Public Benefit Fund.

BACKGROUND

With support from various City departments, the Proposed Major Fund Budgets for Fiscal Year 2025-26 were developed. Revenue projections were prepared by the Assistant City Manager, utilizing a combination of data from the California Department of Finance, input from consultants, and historical trends and experiences specific to the City. Department Heads and Managers were responsible for preparing base budget projections for ongoing revenues and expenditures.

Some notable increases affecting the Major Funds. The City's PERS Unfunded Accrued Liability Costs have risen this fiscal year.

- In the upcoming fiscal year, we will experience a 20.63% increase in costs, resulting in the City contributing approximately \$881,634 this fiscal year, with nearly half of that being paid directly by the General Fund.
- In the upcoming fiscal year, we will experience a 21% increase, \$235,920 in costs, for Workers' Compensation, Vehicle and Property Insurance, and Liability coverage.

GENERAL FUND RESERVE PROJECTIONS

The General Fund is anticipated to end the current 2024-25 Fiscal Year with a 53% Reserve. Projections for the 2025-26 Fiscal Year are as follows:

Beginning Reserve 07/1/2025	\$9,807,950
Projected Revenues	\$14,152,863
Projected Expenditures	\$16,397,479
Anticipated Ending Reserve 06/30/2026	\$7,563,334
Reserve Level	47%
Structural Operating Deficit	(\$2,244,616)

GENERAL FUND REVENUE PROJECTIONS

Overall, General Fund Revenues, when compared to FY 2024-25 budgeted revenues, will experience an increase of 3.4%.

	FY 2024-25 Budget	FY 2025-26 Budget	Difference	% Change
Revenues	\$13,681,552	\$14,152,863	\$440,075	3.4%

Property Tax

Revenue sources such as Property Tax, will continue to increase as the market continues to be steady, particularly as new properties are added to the city's tax roll. The Property Tax Department of the State Board of Equalization has notified the County Assessor's office that they may prepare their 2025 assessment roll with an inflationary factor of 2%. The FY 25-26 revenues are based on Assessed Values that are set by the County Assessor as of January 1, 2025, along with an increase for new home constructions.

With the new housing developments both completed and currently underway this will cause an increase in Assessed Valuations, resulting in increased revenues for the City. Current housing developments underway are the Countryside II, Crossroads West Unit 3, River's Edge, and Diamond Bar East.

Construction-related fees typically accompany new development. Over the past several years, increased activity in new housing construction and ongoing issuance of solar permits have driven growth in Building Permit Revenue. However, staff now projects a decline in this revenue stream, estimating an approximate 15% decrease. This projection is based on a slight drop in the number of building permits being issued and the nearing completion of several subdivisions.

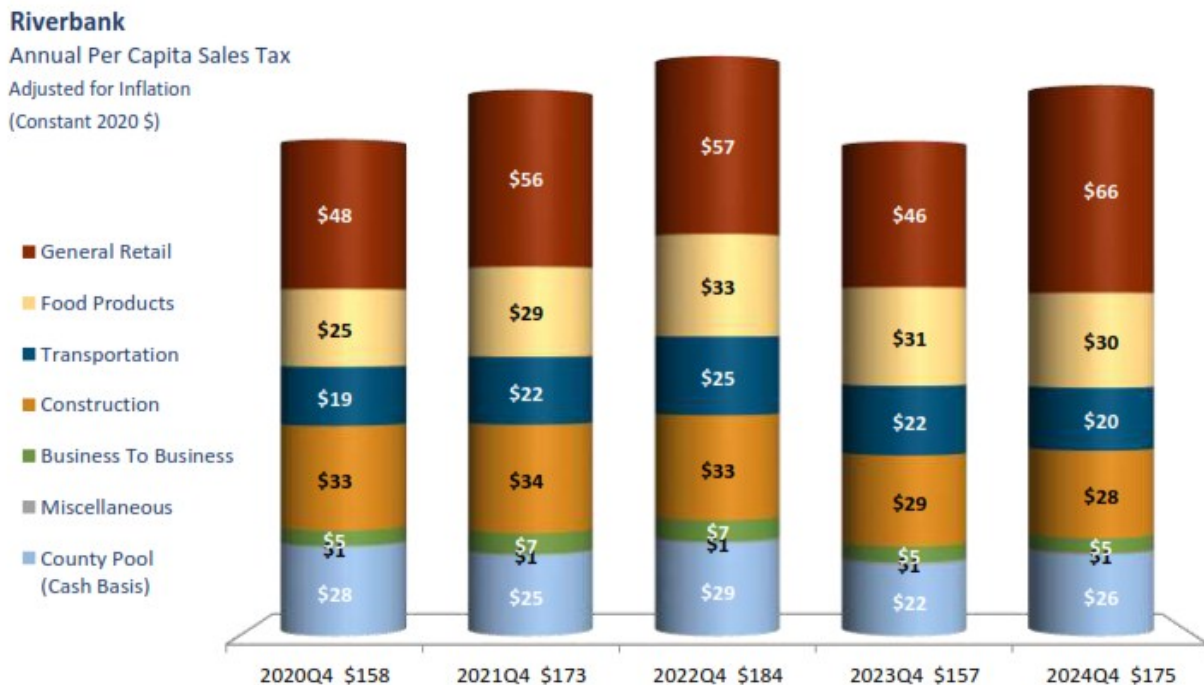
Sales Tax

Sales Tax revenue has consistently grown over the past several fiscal years, though a statewide decline was observed in FY 2023–24. In the current fiscal year, the City has experienced a rebound in this revenue stream, driven in part by an expanding retail

sector. Some of this growth will help offset infrastructure costs associated with new commercial development.

Looking ahead to the upcoming fiscal year, the City anticipates a 4.5% increase in Sales Tax revenue, largely attributed to continued growth in retail activity. The Finance Department has traditionally taken a conservative approach when projecting Sales Tax revenue. Projections provided by the City's consultant, MuniServices/Avenu, typically include Conservative, Most-Likely, and Optimistic scenarios. In keeping with past practice, the City generally budgets within the Conservative to Most-Likely range to avoid overcommitting resources based on revenue that may not materialize.

While Sales Tax is inherently volatile—often responding quickly to both positive and negative economic changes—the City remains cautiously optimistic. Based on current trends and consultant input, Sales Tax revenue is projected to increase by approximately \$235,000 in the coming fiscal year.



GENERAL FUND EXPENDITURE PROJECTIONS

Overall, for the upcoming fiscal year, the expenditures are anticipated to increase by 13.3%.

FY 2024-25 Budget	FY 2025-26 Budget	Difference	% Change
\$14,467,081	\$16,397,479	\$1,930,398	13.3%

Salary & Benefit Projections

The City currently has a labor agreement with the LIUNA Miscellaneous Bargaining Unit, which is set to expire on June 30, 2025, and an agreement with the Mid-Management

Employee Unit that expires on December 31, 2025. Negotiations are currently underway with the LIUNA Miscellaneous Bargaining Unit, and we anticipate reaching a new three-year agreement within the month. Estimated cost increases based on tentative agreements have been included in the proposed budget.

Additionally, the budget includes projected increases for the Mid-Management group. These projections will need to be revisited and adjusted as necessary once formal negotiations are completed.

The City is also preparing to launch a Classification and Compensation Study to ensure that all positions are being compensated fairly in terms of both salary and benefits. Upon completion, the results of the study will be presented to the City Council for consideration of any necessary equity adjustments across positions.

The City's PERS Unfunded Accrued Liability Costs have risen this fiscal year. In the upcoming fiscal year, we will experience a 20.63% increase in costs, resulting in the City contributing approximately \$881,634 this fiscal year, with nearly half of that being paid directly by the General Fund.

Health Insurance costs are anticipated to increase in the upcoming year by approximately 8% based on past trends. Currently, employees contribute 15% towards their monthly premiums.

Personnel

The proposed budget includes the promotion of existing staff members to the following positions:

- **Community Development Specialist II**

This promotion reflects the employees' demonstrated competencies, successful completion of relevant training programs, and continued dedication to professional growth. Recognizing and advancing staff based on their skills and development efforts supports both employee retention and the operational efficiency of the department.

In anticipation of continued growth throughout the City, we are recommending funding for the following position in the upcoming budget:

- **Human Resources Technician** – This position will support the increasing demands on the Human Resources division, including recruitment, employee services, and compliance with evolving employment regulations.

At the same time, several other staffing requests were submitted for consideration. However, due to office space constraints and limited funding, we are not recommending the addition of the following positions at this time:

- Deputy City Clerk (Admin)
- Public Information Officer (PIO) (Admin)
- Administrative Assistant (Planning, Building & Code Enforcement)
- Recreation Coordinator (Recreation)

While we recognize the potential benefits these roles would bring in supporting city operations and service delivery, current resource limitations preclude their inclusion in this year's budget. Staff will continue to assess these needs in future budget cycles as resources allow.

Additionally, staff is evaluating the feasibility of bringing engineering services in-house. This initiative would involve the creation of three new positions and the identification of appropriate office space. Staff anticipates that the costs currently allocated to outside engineering consultants could fully offset the cost of these positions:

- City Engineer
- Assistant Engineer
- Engineering Technician I

Further analysis will be conducted to assess the operational and fiscal implications of this transition.

Police Services

Cost increases for the Law Enforcement Contract with the Stanislaus County Sheriff's Department include:

- Salary & Benefits: 4.1% Increase
- Vehicle & Replacement Costs: 1% increase
- SR 911 Dispatch: 10.5% increase
- Cost Allocation Plan: 39% increase

Capital Expenditures

Staff is proposing funding from General Fund Reserves for the following projects:

Project	Amount
New Desk Cubicle in City Hall South - Finance	\$7,500
Zerillo Tennis Court Resurface (to obtain a Grant of \$7,500)	\$15,000
ADA Improvements	\$50,000

Whorton Playground Equipment Request

The Parks Department submitted a request for the replacement of playground equipment at Whorton Park in the amount of \$340,000. However, this item has not been included in the proposed budget due to overall increases in budgetary commitments. While the need is recognized, funding constraints prevent its inclusion at this time. The request will be revisited in future budget cycles as resources allow.

One-Time Expenditures

The proposed budget includes the following one-time expenditures:

- **Classification and Compensation Study** – This is a comprehensive review of an organization's job titles (classifications), job descriptions, and pay structure. For a city government, this study ensures that employees are classified

appropriately based on the work they perform and are compensated fairly in alignment with the labor market and internal equity. **\$45,000**

General Fund Subsidies

The General Fund has historically provided subsidies to support various City activities, with contributions increasing over time. In the proposed FY 2026 budget, two new subsidies are being introduced due to the loss of external funding. The table below outlines General Fund subsidies by activity across recent fiscal years, highlighting the changes in support levels:

Fund/Activity	FYE 2023	FYE 2024	FYE 2025 Budgeted	FYE 2026 Proposed Budget	Difference FYE 2025 vs FYE 2026 \$ %	
Recreation	544,190	640,628	837,669	972,952	135,283	16%
Neighborhood Improvement	8,662	120,000	120,677	157,124	36,447	30%
Community Center	26,850	22,500	46,325	35,000	(11,325)	-24%
Gas Tax - Streets	177,011	213,789	340,036	441,731	101,695	30%
Sierra House (new)	-	-	-	366,005	366,005	N/A
LRA (new)	-	-	-	232,239	232,239	N/A
Total Subsidy	756,713	996,917	1,344,707	2,205,051	860,344	63.98%

The City's General Fund subsidies have significantly increased over the past four fiscal years, rising from approximately \$757,000 in FY 2023 to a proposed \$2.2 million in FY 2026. This represents a 64% increase over the current year's budget.

The largest increases are seen in:

- **Recreation**, which grows by \$113,159 (14%) to meet service demands;
- **Gas Tax – Streets**, which increases by \$70,207 (21%) to offset declining revenues and rising maintenance costs.

Two new subsidies are introduced in FY 2026:

- **Sierra House**: \$366,005
- **LRA (Local Redevelopment Authority)**: \$232,239

GAS TAX

The State of California imposes per-gallon excise taxes on gasoline and diesel fuel, sales taxes on these fuels, and vehicle registration fees, with portions of the resulting revenue dedicated to transportation purposes. Local (city and county) allocations from these sources are distributed primarily through the Highway Users Tax Account (HUTA)—a longstanding source of gas tax revenue—and the Road Maintenance and Rehabilitation Account (RMRA), which was established by the Road Repair and Accountability Act of 2017 (SB1 - Beall).

The State provides annual projections for these revenue sources. For the current fiscal year, the City is projected to receive a slight increase of less than 1% in Gas Tax revenues. These funds support street and road maintenance and operations, as well as major infrastructure projects funded through SB1.

	FY 2024-25 Budget	FY 2025-26 Budget	Difference	% Change
Revenues (w/o transfers In)	\$1,346,229	\$1,349,328	\$3,099	+0.2%
Expenditures (w/o Capital Projects)	\$1,076,760	\$1,156,167	\$79,407	+7.37%

Personnel

At the City Council meeting on May 27, 2025, the Council approved the decision to bring street sweeping responsibilities in-house. This decision followed the City Manager's receipt of notice that Gilton would no longer be providing street sweeping services to the City. As a result, the Public Works Department will require the following personnel to manage the street sweeping operations. The personnel cost will be offset with the reduction to contract services.:

- **Maintenance Worker I**
- **Electrical Systems Technician** – This position will support technical electrical needs that are currently addressed by outside contractors. By bringing this expertise in-house, the City anticipates a reduction in contractor-related expenses. The position will be shared between the Sewer(60%), Streets(20%), and Water(20%) divisions.

Gas Tax Maintenance Budget Deficit

Over the past four years, the Gas Tax Fund has consistently experienced deficit spending within the Maintenance budget. This structural shortfall is primarily driven by declining Gas Tax revenues, which have not kept pace with the steady and significant increases in the cost of supplies and materials. For the current fiscal year, staff anticipates a shortfall of approximately \$441,731. To address this gap, a transfer from the General Fund is projected, representing a 30% increase over the FY 2024–25 budgeted contribution.

SEWER FUND

The Sewer Fund receives 99% of its revenue from user fees charged to customers (residential, commercial, and industrial). Overall, the City will see an increase of 15.27.% in revenues, based upon current trends, under-estimated revenues in the current year, and based on the fee schedule effective January 2023 with annual increases. Overall, expenditures are anticipated to increase by +10.56%, with the notable changes in personnel cost with the addition of an Electrical Systems Technician and promotions of existing staff members.

	FY 2024-25 Budget	FY 2025-26 Budget	Difference	% Change
Revenues	\$5,959,350	\$6,869,400	\$910,050	+15.27%
Expenditures w/o transfers out & Capital projects	\$3,402,423	\$3,761,932	\$359,509	+10.56%

Personnel

The proposed budget includes the promotion of existing staff members to the following positions:

- **Senior Maintenance Worker**
- **WWTP Maintenance Technician I**
- **WWTP Operator I**

These promotions reflect the employees' demonstrated competencies, successful completion of relevant training programs, and continued dedication to professional growth. Recognizing and advancing staff based on their skills and development efforts supports both employee retention and the operational efficiency of the department.

In anticipation of continued systems demands, we are recommending funding for the following position in the upcoming budget:

- **Electrical Systems Technician** – This position will support technical electrical needs that are currently addressed by outside contractors. By bringing this expertise in-house, the City anticipates a reduction in contractor-related expenses. The position will be shared between the Sewer(60%), Streets(20%), and Water(20%) divisions.

At the same time, additional staffing requests were submitted for consideration. However, we are not recommending the addition of the following position at this time:

- **Sewer Equipment Operator**

Staff will continue to evaluate this need in future budget cycles as resources allow.

Capital Projects/Equipment

The Sewer Fund will support a series of projects aimed at addressing ongoing maintenance needs throughout the sewer system. These efforts are part of the City's commitment to ensuring the long-term reliability and efficiency of critical infrastructure.

Included in the capital projects and equipment for the upcoming fiscal year are:

- New Backhoe \$100,000 (50/50 water/sewer total purchase \$200,000)
- SCADA/Radio Upgrades \$100,000
- System repairs and upgrades \$45,000
- Sewer Line Replacement: Alley between Sierra & Patterson, First Street to Eighth Street \$650,000 (carry over from FY 2024-25)
- Sewer Line Replacement: Alley between Sierra Street & Stanislaus, First Street to Third Street \$225,000 (carry over from FY 2024-25)

These investments reflect the City's proactive approach to maintaining essential services and minimizing costly emergency repairs.

WATER FUND

The Water Fund derives approximately 98% of its revenue from user fees charged to customers. For the upcoming fiscal year, the City anticipates an overall revenue increase of 8.1%, primarily driven by growth in the customer base. Notably, water rates have not been adjusted since 2019. To ensure continued alignment with rising maintenance and operational costs, a rate study will be conducted during the fiscal year.

On the expenditure side, overall spending is projected to increase by 7.2%, due to personnel cost increases and an increase in services and supplies.

	FY 2024-25 Budget	FY 2025-26 Budget	Difference	% Change
Revenues (w/o transfer In)	\$3,354,500	\$3,625,000	+\$270,500	+8.1%
Expenditures w/o transfers out & Capital projects	\$3,687,562	\$3,954,870	+\$267,308	+7.2%

Personnel

The proposed budget includes the promotion of existing staff members to the following positions:

- **Senior Water Utility Worker**

This promotion reflects the employees' demonstrated competencies, successful completion of relevant training programs, and continued dedication to professional growth. Recognizing and advancing staff based on their skills and development efforts supports both employee retention and the operational efficiency of the department.

In anticipation of continued systems demands, we are recommending funding for the following position in the upcoming budget:

- **Electrical Systems Technician** – This position will support technical electrical needs that are currently addressed by outside contractors. By bringing this expertise in-house, the City anticipates a reduction in contractor-related expenses. The position will be shared between the Sewer(60%), Streets(20%), and Water(20%) divisions.

At the same time, additional staffing requests were submitted for consideration. However, we are not recommending the addition of the following position at this time:

- Water Equipment Operator

Staff will continue to evaluate this need in future budget cycles as resources allow.

Capital Projects/Equipment

The Water Fund will support projects aimed at addressing ongoing maintenance needs in the water system.

Included in the capital projects and equipment for the upcoming fiscal year are:

- New Backhoe \$100,000 (50/50 water/sewer total purchase \$200,000)
- Annual Well Rehab \$85,000
- 4- Hydrant Meter/Backflows \$20,000
- 8- Fire Hydrants \$30,000

PUBLIC BENEFIT FUND

In June 2018, the City Council authorized the creation of the Public Benefit Fund. The fund intended to ensure that all cannabis-related revenues were segregated and easily accounted for in a specific fund. In addition to establishing the fund, the City Council developed an expenditure policy that was focused on allocating the funds received for public safety (including police and code enforcement) and other projects that would provide a public benefit.

The City is currently collecting revenues from three cannabis facilities; Flavors, Canna+Rise and Off the Charts (previously Perfect Union, Riverbank Cannabis Collective). The current agreements are currently up for negotiation. For the new fiscal year, we are estimating a slight increase. For the new fiscal year, we are estimating a slight increase in both revenues and expenditures.

	FY 2024-25 Budget	FY 2024-25 Budget	Difference	% Change
Revenues	\$445,000	\$446,000	+\$1,000	+.22%
Expenditures	\$630,360	\$644,250	+\$13,890	+2.2%

The upcoming fiscal year includes only those on-going expenses of the fund, including offsets for the Sheriff's Law Enforcement Contract, Neighborhood Improvement, and annual lease payments for the City's Camera System.

STRATEGIC PLAN

On August 10, 2021, the City Council established a Strategic Plan Goal to "Ensure the City's Continued Financial Stability". This report addresses this matter.

FINANCIAL IMPACT

There is no financial impact anticipated with this report. Staff will incorporate any final feedback from the City Council and present a final budget at the June 25, 2024, meeting.

ATTACHMENTS

1. Fiscal Year 2025-26 General Fund Proposed Budget Projections
2. Fiscal Year 2025-26 Gas Tax Proposed Budget Projections
3. Fiscal Year 2025-26 Sewer Operating Fund Proposed Budget Projections
4. Fiscal Year 2025-26 Water Operating Fund Proposed Budget Projections
5. Fiscal Year 2025-26 Public Benefit Fund Proposed Budget Projections

General Fund

The General Fund serves as the City's primary operating fund. It is used to account for all financial resources that are not specifically required to be recorded in a separate fund.

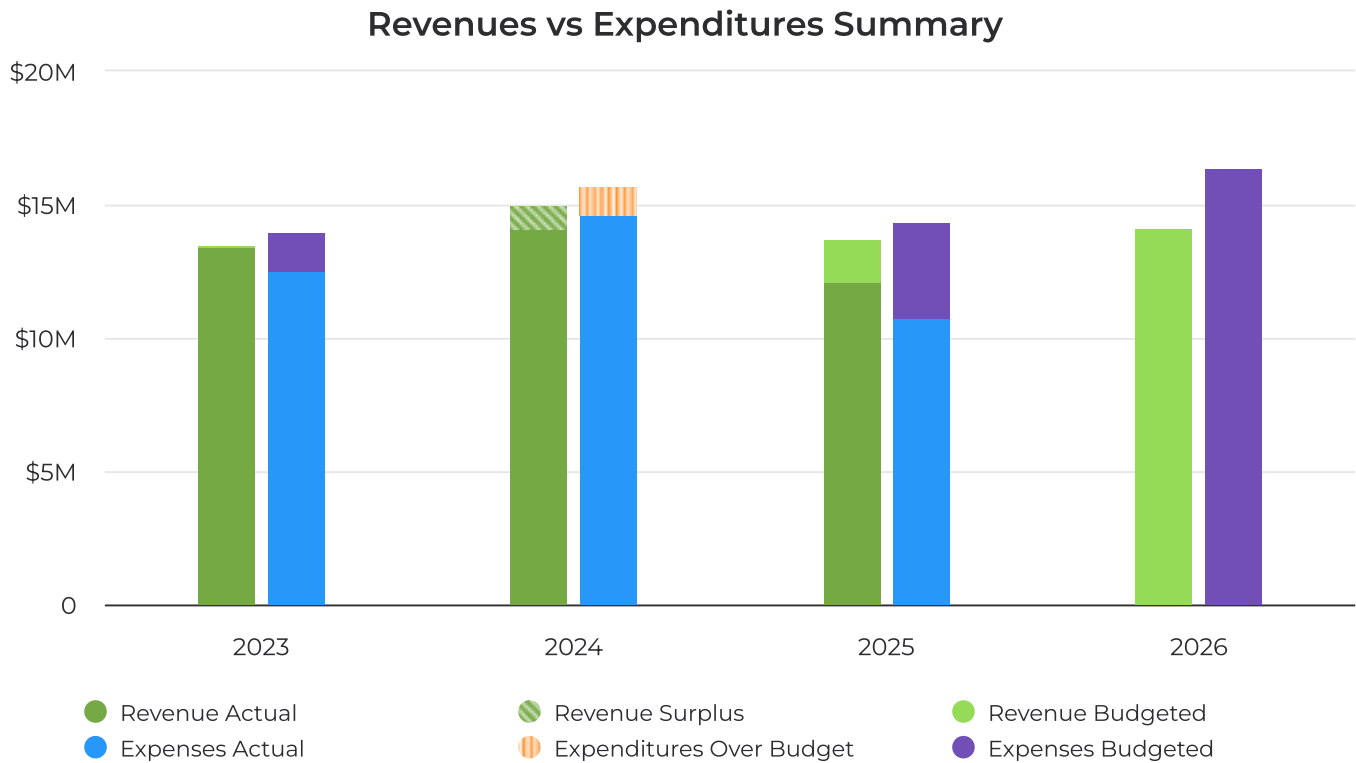
General Fund Comprehensive Fund Summary

Comprehensive Fund Summary

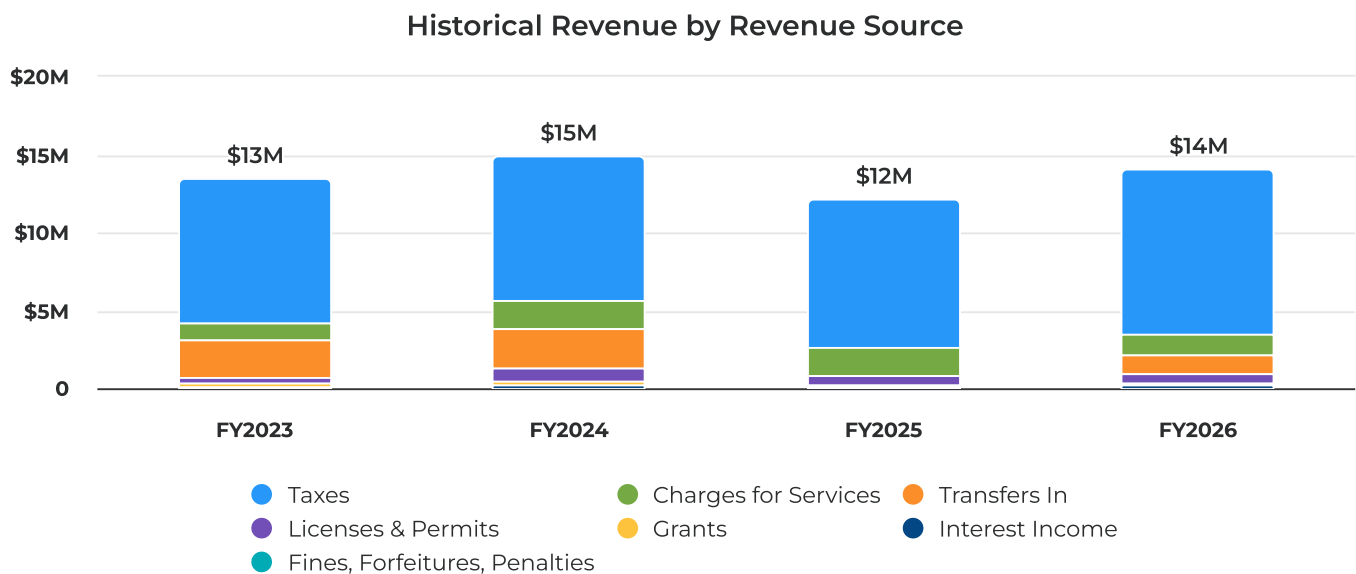
Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted
Beginning Fund Balance	\$9,425,265.00	\$11,452,119.00	\$10,708,952.00	\$10,708,952.00	\$9,807,950.00
Revenues					
Taxes	\$9,233,523.97	\$9,293,421.97	\$9,419,360.43	\$10,196,650.00	\$10,617,231.75
Licenses & Permits	\$378,207.51	\$840,054.84	\$495,793.37	\$678,803.00	\$592,828.00
Grants	\$146,347.40	\$186,158.96	\$145,480.52	\$200,000.00	\$207,500.00
Charges for Services	\$1,096,228.98	\$1,821,436.18	\$1,913,908.90	\$1,366,024.00	\$1,412,937.52
Fines, Forfeitures, Penalties	\$58,669.99	\$57,063.54	\$49,895.31	\$53,900.00	\$53,553.00
Interest Income	\$120,070.60	\$199,557.15	\$105,654.25	\$135,000.00	\$155,250.00
Transfers In	\$2,443,067.25	\$2,598,543.73	-	\$1,051,175.16	\$1,113,563.00
Total Revenues	\$13,476,115.70	\$14,996,236.37	\$12,130,092.78	\$13,681,552.16	\$14,152,863.27
Expenditures					
Payroll Benefits	\$1,311,740.66	\$1,783,164.84	\$980,784.00	\$1,717,176.00	\$1,884,809.25
Salary	\$2,466,201.79	\$2,785,757.88	\$1,815,210.51	\$2,337,593.00	\$2,552,767.80
Professional Services	\$6,813,946.31	\$8,139,723.00	\$6,441,214.03	\$8,057,748.31	\$8,902,285.19
Services/Supplies	\$467,333.87	\$1,093,763.09	\$414,663.04	\$525,358.50	\$512,949.72
Utilities	\$207,075.39	\$201,569.09	\$180,125.60	\$225,356.00	\$219,866.63
Capital Expenses/ Projects	\$309,820.06	\$249,436.13	\$912,706.78	\$257,460.00	\$119,750.00
Prior Year Adjustments	-	\$650.00	-\$26,919.25	-	-
Transfers Out	\$947,701.34	\$1,485,339.63	\$39,360.00	\$1,346,389.00	\$2,205,051.04
Total Expenditures	\$12,523,819.42	\$15,739,403.66	\$10,757,144.71	\$14,467,080.81	\$16,397,479.63
Total Revenues Less Expenditures	\$952,296.28	-\$743,167.29	\$1,372,948.07	-\$785,528.65	-\$2,244,616.36
Ending Fund Balance	\$10,377,561.28	\$10,708,951.71	\$12,081,900.07	\$9,923,423.35	\$7,563,333.64



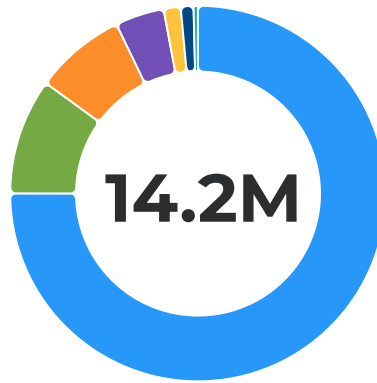
General Fund Summary



Revenues by Revenue Source



FY26 Revenues by Revenue Source



Taxes	\$10,617,232	75.02%
Charges for Services	\$1,412,938	9.98%
Transfers In	\$1,113,563	7.87%
Licenses & Permits	\$592,828	4.19%
Grants	\$207,500	1.47%
Interest Income	\$155,250	1.10%
Fines, Forfeitures, Penalties	\$53,553	0.38%

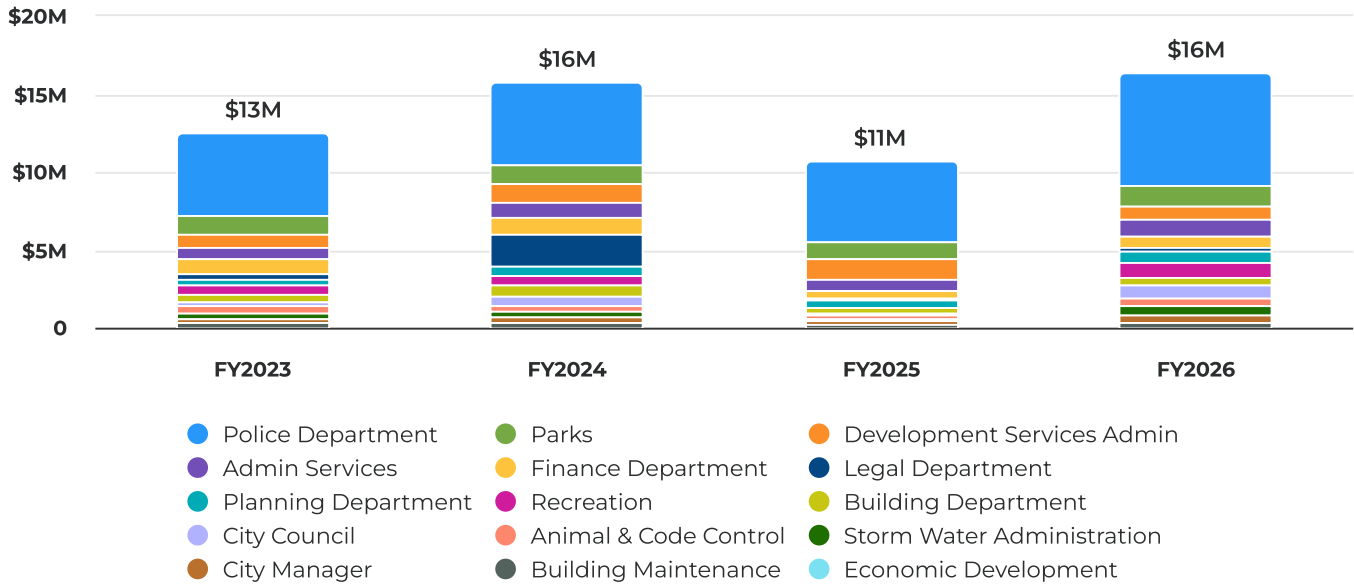
Revenues by Revenue Source

Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	24-25 vs. FY 25-26 Budget (%)
Taxes	\$9,233,523.97	\$9,293,421.97	\$9,419,360.43	\$10,196,650.00	\$10,617,231.75	4.12%
Licenses & Permits	\$378,207.51	\$840,054.84	\$495,793.37	\$678,803.00	\$592,828.00	-12.67%
Grants	\$146,347.40	\$186,158.96	\$145,480.52	\$200,000.00	\$207,500.00	3.75%
Charges for Services	\$1,096,228.98	\$1,821,436.18	\$1,913,908.90	\$1,366,024.00	\$1,412,937.52	3.43%
Fines, Forfeitures, Penalties	\$58,669.99	\$57,063.54	\$49,895.31	\$53,900.00	\$53,553.00	-0.64%
Interest Income	\$120,070.60	\$199,557.15	\$105,654.25	\$135,000.00	\$155,250.00	15.00%
Transfers In	\$2,443,067.25	\$2,598,543.73	-	\$1,051,175.16	\$1,113,563.00	5.94%
Total Revenues	\$13,476,115.70	\$14,996,236.37	\$12,130,092.78	\$13,681,552.16	\$14,152,863.27	3.44%

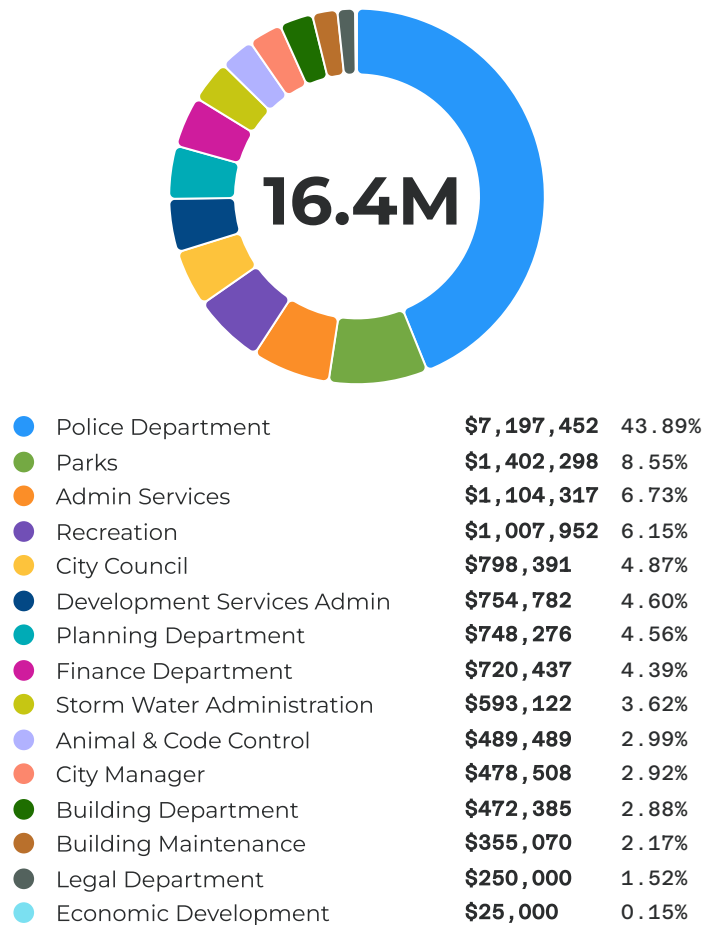


Expenditures by Department

Historical Expenditures by Department



FY26 Expenditures by Department



Expenditures by Department

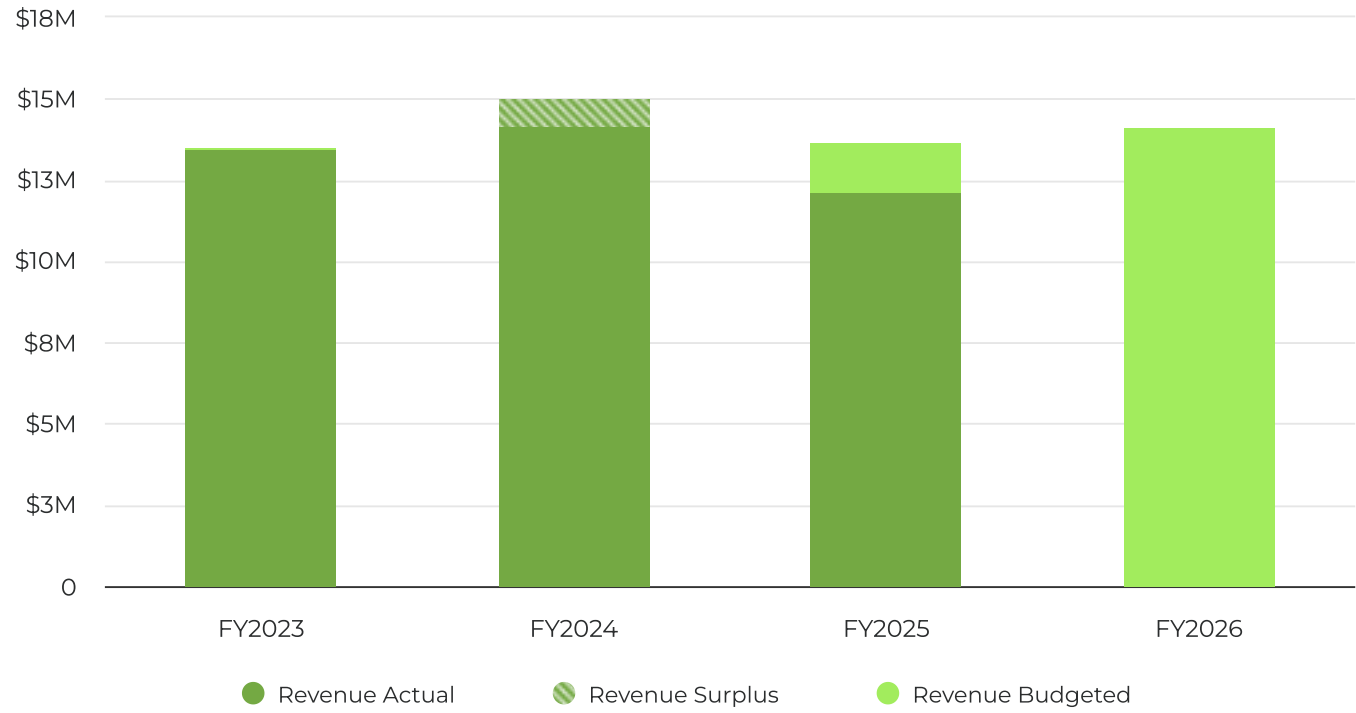
Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	24-25 vs. FY 25-26 Budget (%)
Finance Department	\$863,512.59	\$1,100,466.59	\$507,896.15	\$663,415.00	\$720,436.54	8.60%
Parks	\$1,123,426.40	\$1,217,291.18	\$1,029,551.22	\$1,388,354.50	\$1,402,297.88	1.00%
Recreation	\$544,189.86	\$640,627.53	\$19,680.00	\$909,379.00	\$1,007,952.04	10.84%
Planning Department	\$426,495.70	\$610,910.30	\$521,637.84	\$907,715.00	\$748,276.25	-17.56%
Animal & Code Control	\$400,291.18	\$385,806.77	\$232,354.28	\$463,595.00	\$489,489.00	5.59%
Economic Development	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	0.00%
City Council	\$260,433.62	\$607,410.60	\$155,918.45	\$191,631.00	\$798,391.38	316.63%
City Manager	\$298,731.95	\$340,864.09	\$216,288.48	\$401,306.00	\$478,508.25	19.24%
Legal Department	\$392,387.12	\$2,064,796.79	\$79,228.41	\$250,000.00	\$250,000.00	0.00%
Building Department	\$512,271.40	\$647,215.26	\$331,421.72	\$443,507.00	\$472,385.29	6.51%
Building Maintenance	\$330,929.67	\$334,329.38	\$236,298.81	\$354,716.10	\$355,069.71	0.10%
Admin Services	\$807,492.48	\$977,106.90	\$731,240.00	\$977,637.00	\$1,104,317.08	12.96%
Police Department	\$5,319,655.80	\$5,261,134.57	\$5,242,244.17	\$6,407,811.00	\$7,197,452.00	12.32%
Development Services Admin	\$866,607.45	\$1,150,778.38	\$1,319,197.68	\$654,607.00	\$754,782.09	15.30%
Storm Water Administration	\$352,394.20	\$375,665.32	\$109,187.50	\$428,407.21	\$593,122.11	38.45%
Total Expenditures	\$12,523,819.42	\$15,739,403.66	\$10,757,144.71	\$14,467,080.81	\$16,397,479.63	13.34%



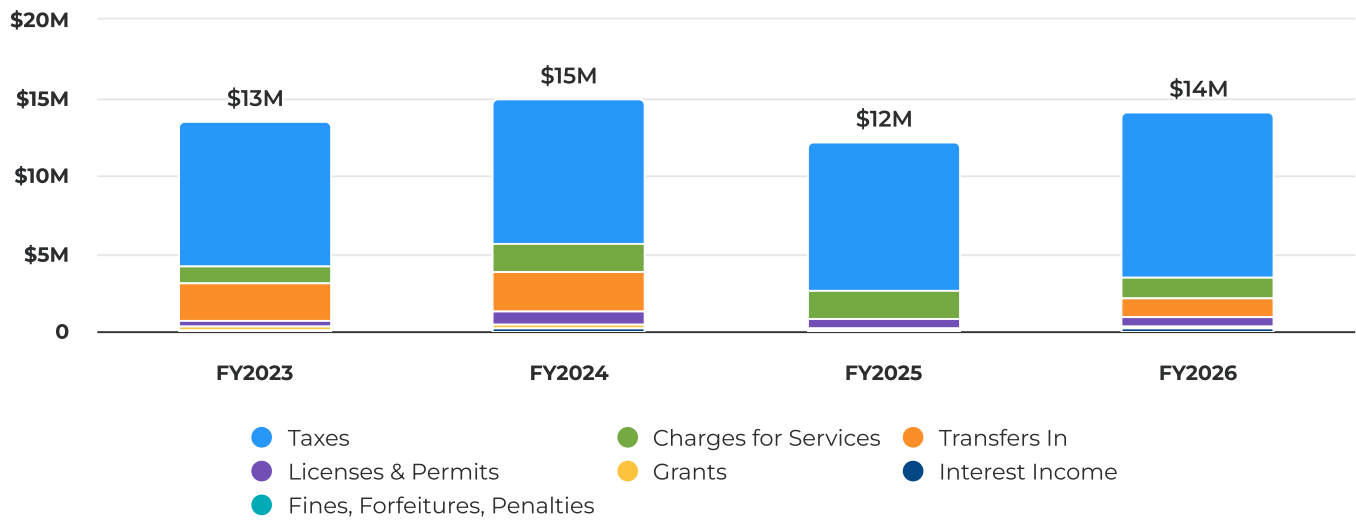
General Fund Revenue

Revenue Summary

Historical Revenues Across Revenue Source



Revenues by Revenue Source



Revenues by Revenue Source

Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	FY 24-25 vs 25-26 %
Taxes						



Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	FY 24-25 vs 25-26 %
PROP TAX CURRENT SECURED	\$1,761,779	\$1,843,835	\$1,863,618	\$1,960,000	\$2,058,000	5.00%
PROP TAX CURRENT UNSECURED	\$71,867	\$101,739	\$106,315	\$105,000	\$110,250	5.00%
PROP TAX PRIOR SECURED	\$0	\$2,194	\$0	\$2,000	\$2,100	5.00%
PROP TAX PRIOR UNSECURED	\$3,531	\$3,293	\$0	\$2,000	\$2,100	5.00%
SALES TAX	\$4,741,568	\$4,394,802	\$4,487,754	\$5,205,150	\$5,439,382	4.50%
PROP TRANSFER TAX	\$86,242	\$107,798	\$77,306	\$95,000	\$97,850	3.00%
UNITARY TAXES	\$46,253	\$36,782	\$37,605	\$45,000	\$46,350	3.00%
PAYMENT IN LIEU OF TAXES PILOT	\$0	\$79,814	\$49,072	\$35,000	\$35,000	0.00%
MOTOR VEHICLE IN LIEU TAX	\$25,430	\$30,645	\$39,427	\$30,000	\$39,000	30.00%
HOMEOWNERS PROP TAX RELIEF	\$35,365	\$14,715	\$12,276	\$27,500	\$16,500	-40.00%
SB 813 SUPPL. TAXES	\$27,153	\$65,228	\$34,184	\$30,000	\$30,900	3.00%
VLF SWAP - PROPERTY TAX	\$2,434,335	\$2,612,576	\$2,711,804	\$2,660,000	\$2,739,800	3.00%
Total Taxes	\$9,233,524	\$9,293,422	\$9,419,360	\$10,196,650	\$10,617,232	4.12%
Licenses & Permits						
BUSINESS LICENSE	\$76,160	\$89,522	\$99,694	\$95,000	\$95,950	1.00%
ANIMAL CONTROL LICENSE FEES	\$5,790	\$4,556	\$5,130	\$6,000	\$5,700	-5.00%
MISC LIC-BIKE/DANCE/YARD SALE	\$255	\$395	\$439	\$303	\$303	0.00%
BUILDING PERMIT FEES	\$296,003	\$745,581	\$390,531	\$577,500	\$490,875	-15.00%
Total Licenses & Permits	\$378,208	\$840,055	\$495,793	\$678,803	\$592,828	-12.67%
Grants						
COPS/SLESA	\$146,347	\$186,159	\$145,481	\$200,000	\$200,000	0.00%
GRANTS	\$0	\$0	\$0	\$0	\$7,500	
Total Grants	\$146,347	\$186,159	\$145,481	\$200,000	\$207,500	3.75%
Charges for Services						
FRANCHISE FEES - GARBAGE	\$510,646	\$540,373	\$464,588	\$520,000	\$546,000	5.00%
POLICE SERVICES	\$1,454	\$67,169	\$145,274	\$156,284	\$160,973	3.00%
POLICE/TRAFFIC REPORTS	\$916	\$391	\$457	\$500	\$475	-5.00%
SB1186 REVENUES	\$187	\$986	-\$3,222	\$400	\$400	0.00%
PLAN CHECK FEES	\$23,159	\$112,460	\$166,536	\$145,000	\$123,250	-15.00%
PLANNING & ZONING FEES	\$17,036	\$19,696	\$23,007	\$14,000	\$15,400	10.00%
PEG FEES	\$19,489	\$13,434	\$14,681	\$13,000	\$13,390	3.00%
FRANCHISE FEES - UTILITIES	\$342,091	\$345,672	\$342,544	\$360,000	\$378,000	5.00%
MISC CURRENT SERVICES	\$261	\$1,347	\$851	\$500	\$500	0.00%
VEHICLE CODE FINES	\$48,838	\$73,938	\$25,189	\$3,680	\$14,000	280.43%



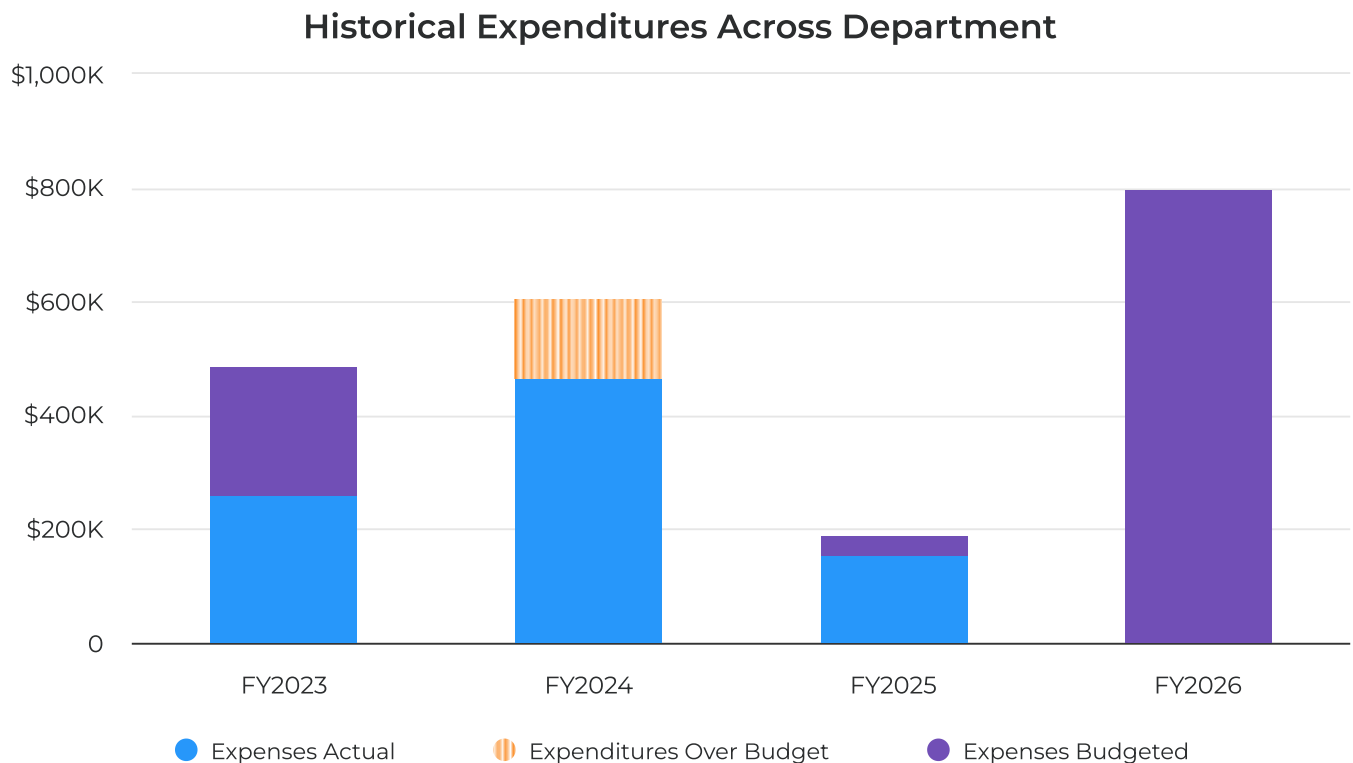
Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	FY 24-25 vs 25-26 %
MEASURE L SALARY REIMBURSEMENT	\$15,353	\$17,683	\$12,080	\$12,360	\$12,000	-2.91%
RENTS	\$14,520	\$17,160	\$14,520	\$15,500	\$15,500	0.00%
ELECTRONIC SIGN RENTAL REVENUE	\$13,527	\$19,662	\$7,500	\$14,000	\$13,000	-7.14%
SALE OF SURPLUS EQUIPMENT	\$32,716	\$16,239	\$27,350	\$0	\$2,000	
DONATIONS	\$0	\$0	\$500	\$0	\$0	
STRONG MOTION FEES	\$202	\$559	\$345	\$300	\$450	50.00%
AB939 REIMBURSEMENT	\$0	\$160	\$100	\$0	\$100	
MISCELLANEOUS REVENUES	\$12,763	\$62,502	\$29,428	\$25,000	\$27,500	10.00%
REIMBURSEMENT FIRE DAMAGE(2023)	\$0	\$102,679	\$465,792	\$0	\$0	
RAILROAD CROSSING FEES	\$0	\$315,000	\$0	\$0	\$0	
PUBLIC WORKS FEES	\$40,473	\$35,868	\$135,285	\$55,000	\$60,000	9.09%
UNCLAIMED MONEY REVENUE	\$977	\$0	\$0	\$0	\$0	
CASH OVER-CASH UNDER	-\$39	\$10	-\$268	\$0	\$0	
MISC PROGRAM INCOME	\$30,715	\$28,078	\$31,712	\$30,500	\$30,000	-1.64%
UNREALIZED GAIN/LOSS ON INVESTMENT	-\$29,053	\$30,370	\$9,662	\$0	\$0	
Total Charges for Services	\$1,096,229	\$1,821,436	\$1,913,909	\$1,366,024	\$1,412,938	3.43%
Fines, Forfeitures, Penalties						
FINES, FORFEITURES,PENALTIES	\$43,570	\$38,664	\$35,145	\$38,800	\$38,000	-2.06%
VEHICLE RELEASES	\$15,100	\$18,400	\$14,750	\$15,100	\$15,553	3.00%
Total Fines, Forfeitures, Penalties	\$58,670	\$57,064	\$49,895	\$53,900	\$53,553	-0.64%
Interest Income						
INTEREST INCOME	\$120,071	\$199,557	\$105,654	\$135,000	\$155,250	15.00%
Total Interest Income	\$120,071	\$199,557	\$105,654	\$135,000	\$155,250	15.00%
Transfers In						
TRANSFERS IN	\$2,443,067	\$2,598,544	\$0	\$1,051,175	\$1,113,563	5.94%
Total Transfers In	\$2,443,067	\$2,598,544	\$0	\$1,051,175	\$1,113,563	5.94%
Total Revenues	\$13,476,116	\$14,996,236	\$12,130,093	\$13,681,552	\$14,152,863	3.44%



City Council 101-401

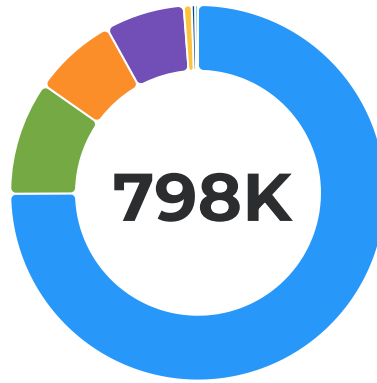
A five-member City Council governs the City under the Council-Manager form of government. Policy-making and legislative authority are vested in a governing council consisting of the Mayor and four Council Members. Council Members serve four-year staggered terms, with two council members elected every two years. The Mayor is elected to serve a four-year term and is elected at large. The governing council is responsible for, amongst other things, passing ordinances, adopting the budget, appointing committees, and hiring both the City Manager and City Attorney. In addition to general government activities, the City Council also serves as the Authority Members of City of Riverbank Local Redevelopment Authority and the City of Riverbank Public Financing Authority.

Expenditure Summary



Expenditures by Object Summary

FY26 Expenditures by Object Summary



Transfers Out	\$598,244	74.93%
Services/ Supplies	\$78,300	9.81%
Professional Services	\$57,600	7.21%
Salary	\$54,600	6.84%
Payroll Benefits	\$5,447	0.68%
Capital Expenses/ Projects	\$2,400	0.30%
Utilities	\$1,800	0.23%

Expenditures City Council 101-402

Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	24-25 vs. 25- 26 (%)
Payroll Benefits	\$1,500	\$1,531	\$2,737	\$5,321	\$5,447	2.37%
Salary	\$20,575	\$18,800	\$36,700	\$40,850	\$54,600	33.66%
Professional Services	\$38,852	\$89,000	\$38,947	\$69,260	\$57,600	-16.84%
Services/ Supplies	\$116,377	\$65,090	\$74,237	\$70,000	\$78,300	11.86%
Utilities	\$3,859	\$3,712	\$2,206	\$4,200	\$1,800	-57.14%
Capital Expenses/ Projects	\$1,570	\$1,054	\$1,091	\$2,000	\$2,400	20.00%
Transfers Out	\$77,700	\$428,223	\$0	\$0	\$598,244	
Total Expenditures	\$260,434	\$607,411	\$155,918	\$191,631	\$798,391	316.63%

Transfers Out include a subsidy for the following:

Sierra House Operations and Supplies	\$350,225
Local Redevelopment	\$300,000 -Federal Grant funding discontinued.

City Council Budget Detail

<u>ACCOUNT NUMBER</u>	<u>DESCRIPTION</u>	<u>BUDGET</u>
101-401.000-701.001		
Personnel Regular	City Council Monthly Stipends	54,600
101-401.000-702.031		
Rents & Leases	Enterprise Vehicle Lease	6,800
	Fleet Services Allocation	20,000
		26,800
101-401.000-702.032		
Prof/Special Services	InfoSend: Bi-Monthly Utility Newsletter	10,800
	Strategic Planning	-
	Annual Founders Day Carnival	-
	Translation Services	20,000
		30,800
101-401.000-703.024	Postage Expense	-
Postage		-
101-401.000-703.025	City Council Office Supplies	3,000
Office Expense	Business Card Expense	500
		3,500
101-401.000-704.022		
Communications	City Council Cell Phones	1,800
	Approx. \$350/mo	-
		1,800
101-401.000-706.026		
Miscellaneous Expense		
	Misc. Expenditures	-
		-
101-401.000-706.033		
Promotional Expense	National Night Out	800
	Promotional Items	4,700
	City-Logo Gear for Council	500
		6,000
101-401.000-706.036		
Membership, Dues, etc.	StanCOG	2,000
	League of California Cities	13,000
	League of California Cities - CVD Dues	300
	US Conference of Mayors	2,000
	Riverbank Chamber of Commerce	200
	Stanislaus Latino Chamber	300
		17,800



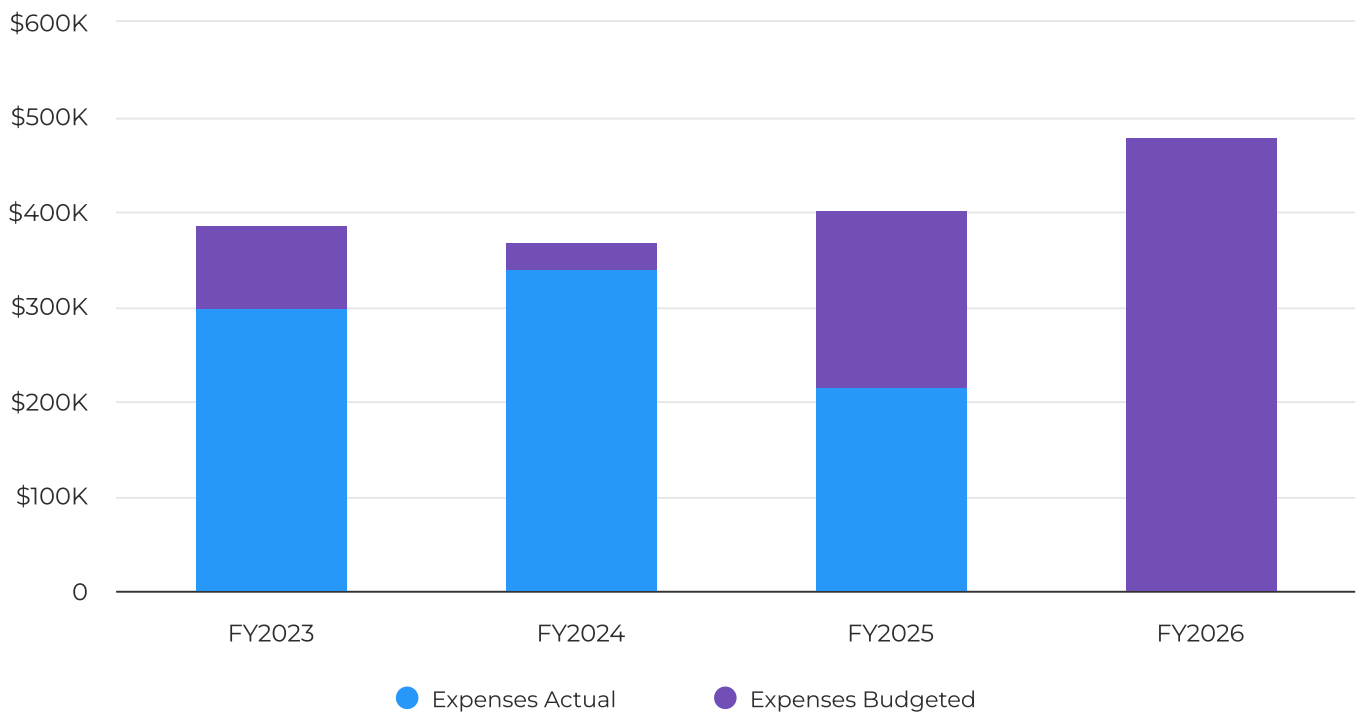
101-401.000-706.037		
Travel, Conf. Meetings	League Annual Conference	6,000
	National Conference of Mayors	3,500
	Other Conferences, Travel Allowance	10,500
		20,000
101-401.000-706.046		
Sister City	Sister City Committee Support	1,000
101-401.000-706.056		
State/County Fees	Housing Authority Fire Assessments	30,000
		30,000
101-401.000-707.002		
Capital Expenditures	Misc. Capital Items	2,400
	Total	194,700
	Payroll Costs	5,447
101-401.000-999.000	Sierra House Operations & Supplies	366,005
Transfers Out	Local Redevelopment Agency	232,239
		798,391

City Manager 101-402

Under the Council-Manager form of government, the City Manager is responsible for executing Council direction; provides strategic leadership and implements City Council policy directives; provides day-to-day oversight to all City departments; is responsible for public safety coordination, contract administration, and short- and long-term organizational planning consistent with City Council direction. The City Manager ensures that information is effectively communicated to the public, City staff, elected officials, and the media. The City Manager's office also provides reports, analysis, and other information to the City Council and Local Redevelopment Authority on an ongoing basis.

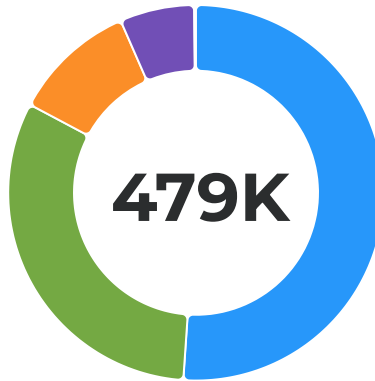
Expenditure Summary

Historical Expenditures Across Department



Expenditures by Object Summary

FY26 Expenditures by Object Summary



Salary	\$244,448	51.09%
Payroll Benefits	\$151,661	31.69%
Professional Services	\$51,000	10.66%
Services/Supplies	\$30,700	6.42%
Utilities	\$700	0.15%

Expenditures City Manager 101-402

Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	24-25 vs. 25-26 (%)
Payroll Benefits	\$47,799.21	\$86,233.82	\$38,752.71	\$127,603.00	\$151,660.73	18.85%
Salary	\$176,523.17	\$169,208.26	\$153,850.78	\$235,603.00	\$244,447.52	3.75%
Professional Services	\$57,253.61	\$52,523.25	\$1,344.27	\$10,500.00	\$51,000.00	385.71%
Services/Supplies	\$16,781.90	\$31,998.18	\$21,838.86	\$26,700.00	\$30,700.00	14.98%
Utilities	\$374.06	\$900.58	\$501.86	\$900.00	\$700.00	-22.22%
Total Expenditures	\$298,731.95	\$340,864.09	\$216,288.48	\$401,306.00	\$478,508.25	19.24%



City Manager Detail Budget

<u>ACCOUNT NUMBER</u>	<u>DESCRIPTION</u>	<u>BUDGET</u>
101-402.000-702.031		
Rents & Leases	Copier Lease	-
	Building Replacement Fund	7,500
		7,500
101-402.000-702.032		
Prof/Special Services	Professional Services	3,000
	Jane Media Services	40,500
		43,500
101-402.000-703.025	Office Supplies	1,000
Office Expense		
101-402.000-704.022	AT&T Cell Phone Costs	700
Communications		
101-402.000-706.015		
Employee Functions	Annual Employee Christmas Event	7,000
	Other Employee Functions	7,000
		14,000
101-402.000-706.035		
Insurance & Surety Bond	Public Officials Bond	700
		700
101-402.000-706.036		
Membership, Dues, etc.	ICMA-City Manager	2,000
	ICMA-Assistant CM	1,400
	CCMF - CM & ACM	800
	Other Memberships/Books	300
		4,500
101-402.000-706.037		
Travel, Conf. Meetings	League Annual Conference (2)	3,000
	City Manager's Department Meeting (2)	3,000
	Other Conferences and Meetings	3,000
		9,000
101-402.000-706.038		
Staff Development	Tuition Reimbursement (Per MOU)	1,500
	For Staff	1,500
Grand Total Operating Costs		82,400

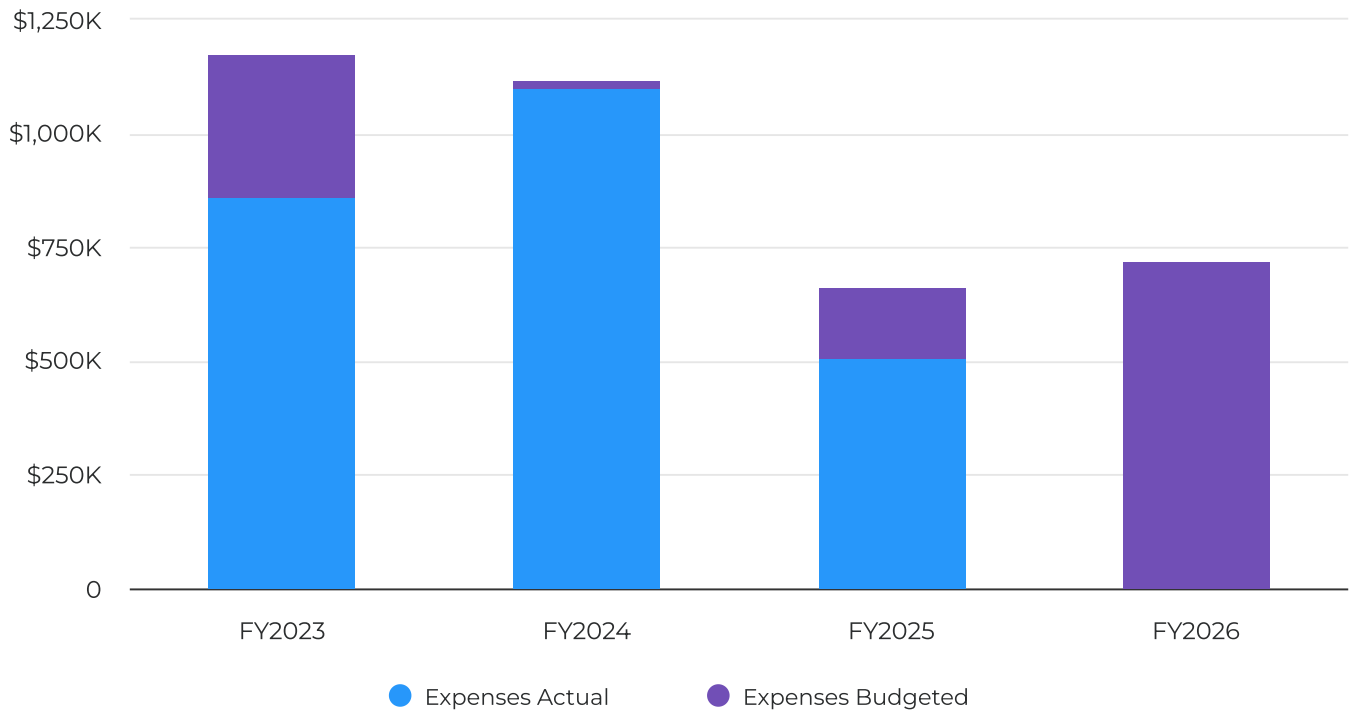


Finance Department 101-403

The Finance Department serves internal and external customers with the direct responsibility for planning, directing, and monitoring all financial operations and transactions within the City. The primary functions of the Finance Department are: customer service, utility billing, payroll, accounting and auditing, accounts payable, accounts receivable, purchasing, cash handling and management, budgeting, license administration, collection activities, property management, treasury functions, financial planning, and forecasting.

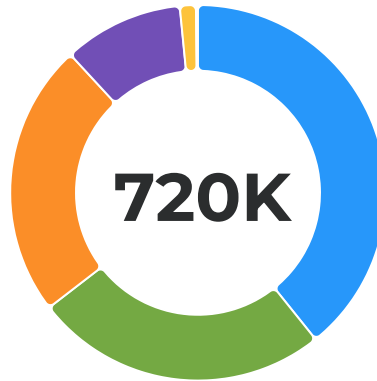
Expenditure Summary

Historical Expenditures Across Department



Expenditures by Object Summary

FY26 Expenditures by Object Summary



Salary	\$282,788	39.25%
Professional Services	\$182,231	25.29%
Payroll Benefits	\$169,998	23.60%
Services/Supplies	\$74,250	10.31%
Capital Expenses/ Projects	\$10,000	1.39%
Utilities	\$1,170	0.16%

Expenditures Finance 101-403

Category	FY 2023 Actual	FY 2024 Budget	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	24-25 vs. 25- 26 (%)
Payroll Benefits	\$212,243.55	\$329,500.00	\$102,774.83	\$163,279.00	\$169,997.71	4.11%
Salary	\$410,818.86	\$559,100.00	\$220,162.21	\$266,196.00	\$282,787.82	6.23%
Professional Services	\$137,775.71	\$156,400.00	\$140,303.15	\$160,420.00	\$182,231.00	13.60%
Services/Supplies	\$89,226.37	\$57,950.00	\$43,910.82	\$62,350.00	\$74,250.00	19.09%
Utilities	\$1,448.10	\$1,500.00	\$745.14	\$1,170.00	\$1,170.00	0.00%
Capital Expenses/ Projects	\$12,000.00	\$12,000.00	-	\$10,000.00	\$10,000.00	0.00%
Total Expenditures	\$863,512.59	\$1,116,450.00	\$507,896.15	\$663,415.00	\$720,436.54	8.60%



Finance Department Budget Detail

FINANCE DEPARTMENT			
FY 2025-2026			
ACCOUNT NUMBER	DESCRIPTION		BUDGET REQUIRED
101-403.000-701.00	Personnel Temporary/Part-Time		0
101-403.000-701.00	Personnel Overtime		2000
101-403.000-702.03	Maint. Operations Equipment		
	IT and Misc. Maintenance		500
	Ez Signer Maintenance (AP Solutions)		300
	Clear Gov Maintenance		28000
	Caselle Maintenance 1/3 cost		16500
			45300
101-403.000-702.03	Rents & Leases		
	Copier-Printer Leases		9000
	Mail Equipment Lease & Supplies		8000
	Fleet Internal Services		5531
			22531
101-403.000-702.03	Professional/Special Services		
	Audit Fees (FY 24-25)		40000
	CalPers		1600
	Thales Consulting - SCO Reports		3800
	MuniServices- Sales Tax Audits		7500
	Info Send		7500
	Cash Vault Service - Garda		20000
	Misc Services		2000
			82400
101-403.000-702.03	Other Contract Services		
	WAB/XBP Bank Fees		32000
101-403.000-703.02	Postage Expense		20000
101-403.000-703.02	Office Expense		
	Department Supplies		3400
	Nitro x3 (PURCHASE)		750
	Coupler Count		2100
	Forms/Envelopes/Check Stock		3000
	Pacific Storage		800
	Desk space enhancements		1500
			11550
			S/B
101-403.000-704.02	Communications		
	Other		1170



101-403.000-706.02	Advertising		
	AB 1600		1550
	Annual Budget, Mid-Year		550
	Other Advertising		2900
			5000
101-403.000-706.03	Surety Bonds		
	Treasurer Surety Bondy		700
101-403.000-706.03	Membership, Dues, Books, etc.		
	CSMFO (3)		400
	CMTA		0
	GFOA (2)		300
	CMRTA		150
	Tuition Reimbursement		1500
	Other department material		650
			3000
101-403.000-706.03	Conferences & Meetings		
	CSMFO Annual Conference		4500
	Caselle Annual Conference		5000
	CMRTA-Muni Revenu Conference		2500
	Meetings/Mileage/Staff Training		4000
			16000
101-403.000-706.99	Bad Debts		18000
101-403.000-707.00	Capital Expenditures		
	Miscellaneous technology purchases and addition of a workstation		10000
	Total Supplies & Services		269651

Budget Impacts and Strategic Objectives 2022 -2027

Significant Budget Impacts for Fiscal Year 2025-26

The department has adopted a goal of cross-training on critical functions within the department. However, it should be noted that for a municipal finance department to be able to stay current with the industry trends and provide optimal levels of customer service to internal and external stakeholders, ongoing significant investments in personnel and our information technology infrastructure should be a key priority. The department remains committed to supporting the City's strategic plan goals while striving to maintain the financial integrity of the City.

Strategic Objectives 2022-2027

The Finance Department remains committed to assisting the City to achieve its Strategic Plan Objectives, set forth in the City's 2022-2027 Strategic Plan:

* Ensure the City's continued Financial Stability

Department Objectives for Fiscal Year 2025-26

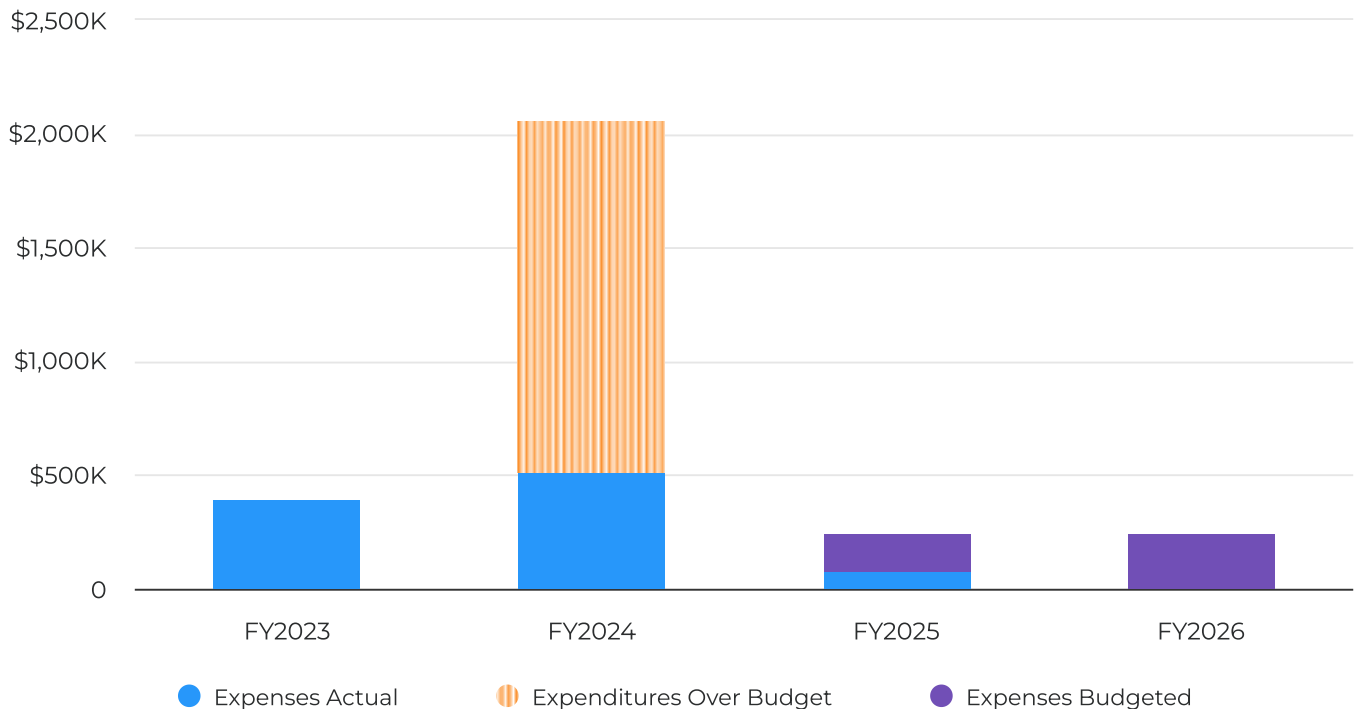
- Ensure all financial transactions are recorded and reported in accordance with generally accepted accounting principles (GAAP).
- Continue training on Caselle ERP modules; cross-training on key department functions; continue development of department procedures for online department manual to support software and department task training.
- Produce the City's budget document to serve as both a comprehensive guide to the City's financial operations, in addition, to serve as a communication tool for all stakeholders.
- Receive an Unqualified Audit of the City's financial statements.

Legal 101-404

The City Attorney is a contractual position dedicated to providing legal advice and opinions concerning codes, contracts, liability, personnel, and ethics. If involved in a litigious issue, the Attorney's office will defend the City's interests. It is the Attorney's responsibility to inform the Council and staff of changes in statutes or laws so that the City can maintain or achieve compliance and thus avoid costly legal action.

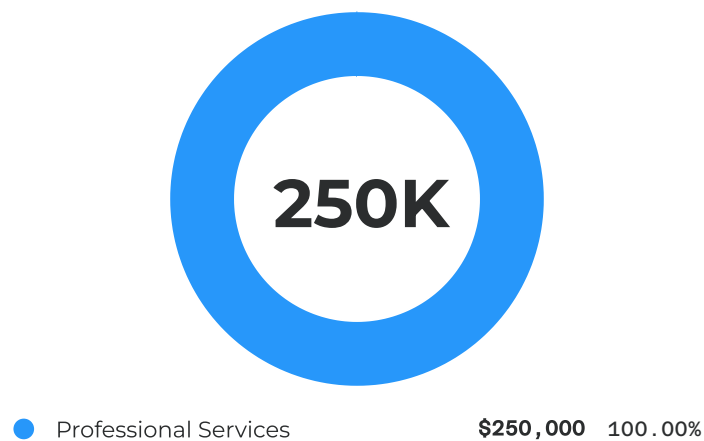
Expenditure Summary

Historical Expenditures Across Department



Expenditures by Object Summary

FY26 Expenditures by Object Summary



Expenditures Legal Department 101-404

Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	24-25 vs. 25- 26 (%)
Professional Services	\$392,387.12	\$1,434,348.22	\$79,228.41	\$250,000.00	\$250,000.00	0.00%
Services/ Supplies	-	\$630,448.57	-	-	-	-
Total Expenditures	\$392,387.12	\$2,064,796.79	\$79,228.41	\$250,000.00	\$250,000.00	0.00%

Legal Department Detail Budget

<u>ACCOUNT NUMBER</u>	<u>DESCRIPTION</u>	<u>BUDGET</u>
101-404.000-702.032		
Professional/Special Serv.	Negotiations	-
101-404.000-702.033		
Special Counsel	City Attorney	250,000
		250,000

Community Development Department

Planning Division Mission Statement: "To provide solution-oriented customer service to the citizens we serve, which will promote the implementation of sustainable plans, facilitate economic growth, enhance our quality of life, and protect our environment."

Building Division Mission Statement: "To provide the community with a source of knowledge and expertise in the review of building plans and the inspection of building projects to safeguard life, limb, health, property, and public welfare."

Neighborhood Improvement Division Mission Statement: "To deliver exceptional service while upholding and enforcing Codes and Ordinances that are established or adopted to protect the public health, safety, and welfare of all residents, business owners, and visitors."

Division Strategic Objectives

Objectives

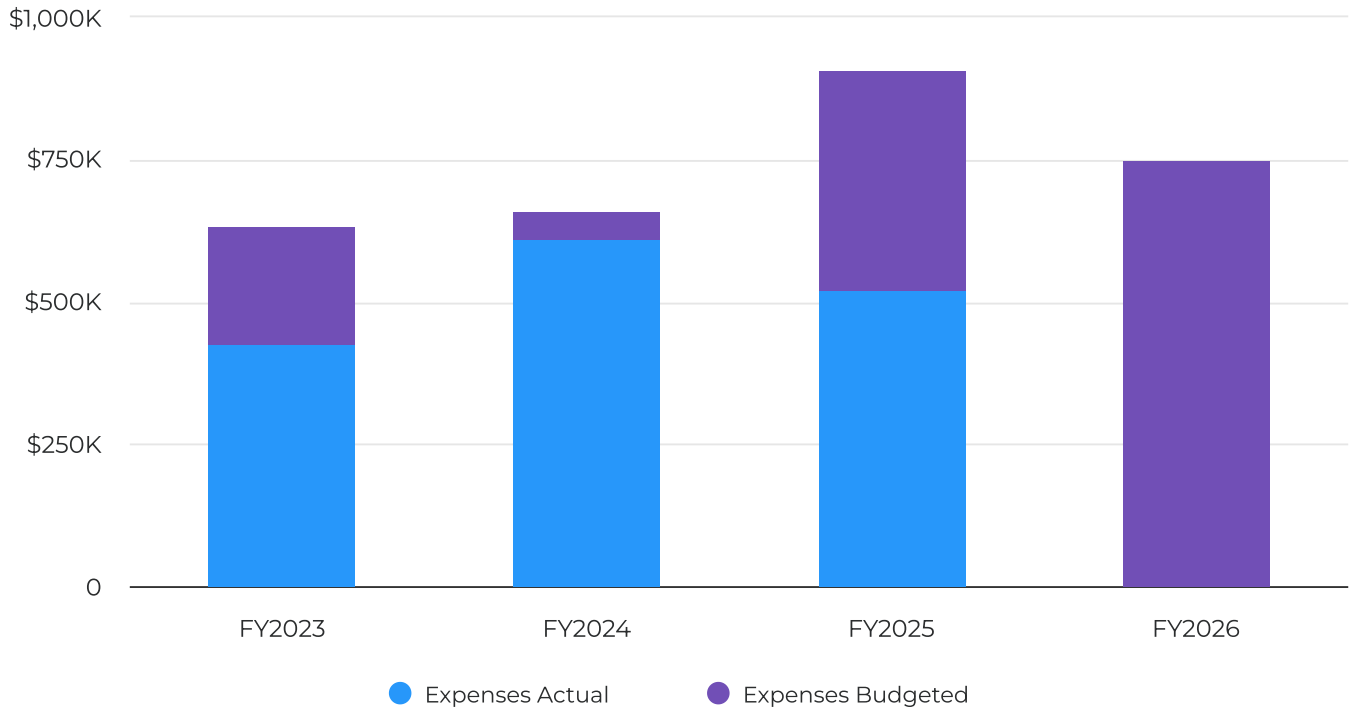
- Objective 1.3: Continue to seek local, regional, and federal grant opportunities to support City projects, programs, and initiatives.
- Objectives 3.7.a and 8.5: Consider charging stations for electric vehicles.
- Objective 4.1.b: Develop and use a new electronic billboard to share information.
- Objective 4.3: Promote regional interaction and coordination with surrounding communities and service providers including schools, economic development interests, transportation, and nonprofit entities.
- The Director of Community Development continues to attend monthly Stanislaus County Planning Directors meetings to share ideas between cities and support each other. Development plans continue to be routed to outside agencies for comments to ensure quality projects.
- Objective 6.1.b: Inclusion of an Environmental Justice Element.
- Objectives 6.1.c and 6.2.b: Work with LAFCO to update the City's Sphere of Influence.
- Working with the applicants for the River Walk Specific Plan and EIR, LAFCO has been provided with project materials in order to follow the project's progress towards a Sphere of Influence amendment and future annexation.
- Objective 8.5: Engage the community and nonprofit partners in the development of programs and/or solutions for homeless services.

Planning Division 101-405

Planning Division Mission Statement: *“To provide solution-oriented customer service to the citizens we serve which will promote the implementation of sustainable plans, facilitate economic growth, enhance our quality of life, and protect our environment.”*

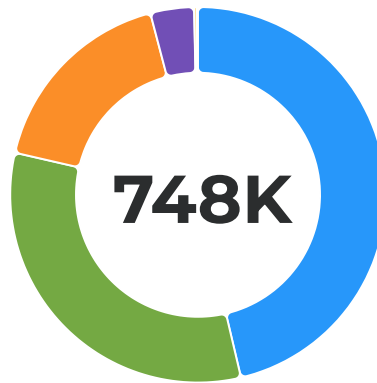
Expenditure Summary

Historical Expenditures Across Department



Expenditures by Object Summary

FY26 Expenditures by Object Summary



Salary	\$346,655	46.33%
Payroll Benefits	\$241,544	32.28%
Professional Services	\$129,531	17.31%
Services/Supplies	\$28,110	3.76%
Utilities	\$1,686	0.23%
Capital Expenses/ Projects	\$750	0.10%

Expenditures Planning Division 101-405

Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	24-25 vs 25-26 (%)
Payroll Benefits	\$113,745.53	\$101,574.76	\$107,129.21	\$283,563.00	\$241,544.40	-14.82%
Salary	\$254,003.57	\$233,976.20	\$191,946.03	\$337,986.00	\$346,654.85	2.56%
Professional Services	\$45,142.16	\$250,857.50	\$212,775.20	\$253,920.00	\$129,531.00	-48.99%
Services/Supplies	\$11,904.40	\$20,603.21	\$6,864.36	\$26,890.00	\$28,110.00	4.54%
Utilities	\$1,700.04	\$1,956.63	\$1,623.04	\$2,856.00	\$1,686.00	-40.97%
Capital Expenses/ Projects	-	\$1,942.00	\$1,300.00	\$2,500.00	\$750.00	-70.00%
Total Expenditures	\$426,495.70	\$610,910.30	\$521,637.84	\$907,715.00	\$748,276.25	-17.56%



Planning Department Detail Budget

Fund 101-405: Planning				
701.005	Planning Commissioners Comp			7,500
702.031	Rents and Leases			11,531
	Copiers	6,000		
	Internal Fund Fleet	5,531		
702.032	Professional/Special Services			24,000
	** Annual LAFCO Fees, GIS Online, Lien Reco			
702.034	Other Contract Services			94,000
	Planning Assistance	39,000		
	Housing Element	55,000		
703.024	Postage			3,339
703.025	Office Expense			2,500
704.022	Communications			1,686
706.016	Commissioners Training			6,300
	League of CA Cities			
	Planning Commissioners Academy			
706.023	Advertising			7,571
	Increased costs of publishing public notices			
706.036	Memberships, Dues, Books, Etc.			3,675
	Additional funding for Senior Planner			
706.037	Conferences and Meetings			4,725
707.003	Equipment/Projects			750
	Aerial drone			
	Total Costs:			167,577

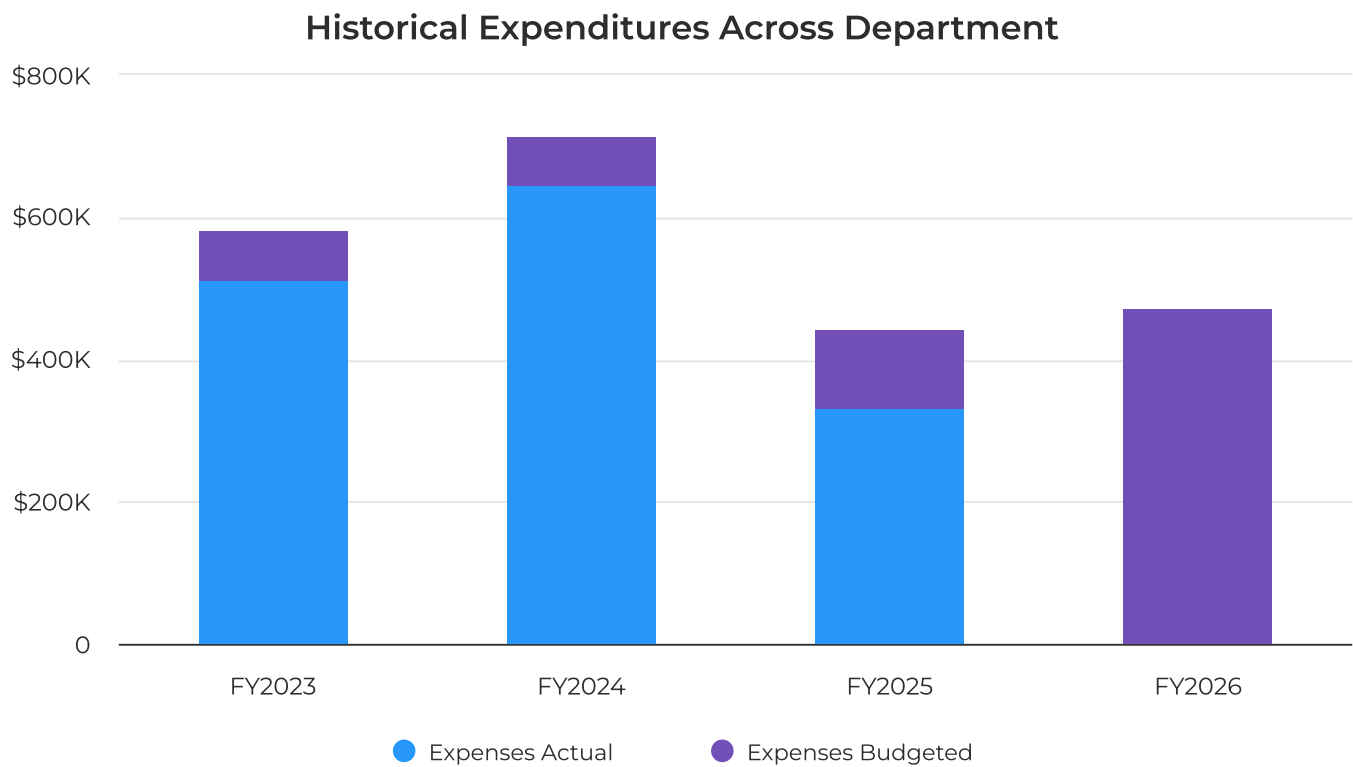


Building 101-406

Building Division Mission Statement: "To provide the community with a source of knowledge and expertise in the review of building plans and the inspection of building projects to safeguard life, limb, health, property, and public welfare."

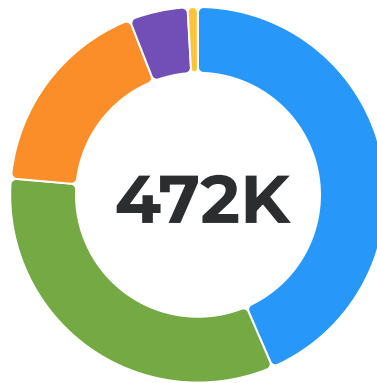
Codes protect public health, safety, and welfare by reducing potential hazards. Construction costs are kept down by providing uniformity in the industry and by providing constant standards in construction. Codes contribute to the well-being of the community by preserving life and safety, as well as maintaining property value over time. Staff also assists the Sheriff with building violations connected to illegal cannabis abatement.

Expenditure Summary



Expenditures by Object Summary

FY26 Expenditures by Object Summary



Salary	\$205,537	43.51%
Payroll Benefits	\$155,324	32.88%
Professional Services	\$83,524	17.68%
Services/Supplies	\$23,800	5.04%
Utilities	\$4,200	0.89%

Expenditures Building 101-406

Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	24-25 vs 25-26 (%)
Payroll Benefits	\$144,449.79	\$224,033.21	\$90,172.34	\$152,044.00	\$155,323.95	2.16%
Salary	\$284,368.82	\$330,763.59	\$166,816.55	\$193,583.00	\$205,537.35	6.18%
Professional Services	\$71,802.22	\$72,523.30	\$64,440.67	\$67,180.00	\$83,524.00	24.33%
Services/Supplies	\$7,655.01	\$15,781.16	\$6,328.54	\$22,900.00	\$23,800.00	3.93%
Utilities	\$3,995.56	\$4,114.00	\$3,663.62	\$5,300.00	\$4,200.00	-20.75%
Capital Expenses/ Projects	-	-	-	\$2,500.00	-	-100.00%
Total Expenditures	\$512,271.40	\$647,215.26	\$331,421.72	\$443,507.00	\$472,385.29	6.51%

Building Department Detail Budget

Fund 101-406: Building				
Account	Description			Amount
702.031	Rents and Leases			43,524
	Enterprise Leases	18,900		
	Fleet Internal Services	22,124		
	Other	2,500		
702.032	Professional/Special Services			40,000
Building Insp				
703.024	Postage			105
703.025	Office Expense			8,400
	Office supplies, laptops Inspectors			
704.022	Communications			4,200
706.027	Boot & Jacket Allowance			700
706.028	Small Tools			420
706.036	Memberships, Dues, Books Etc.			2,625
706.037	Conferences and Meetings			4,200
706.038	Staff Development			4,725
	Webinars, trainings, materials, etc			
706.050	Safety Equipment			525
706.073	Uniforms & Rags			2,100
707.002	Capital Expenditures			-
	Total Supplies & Services			\$111,524

Summary of Goals



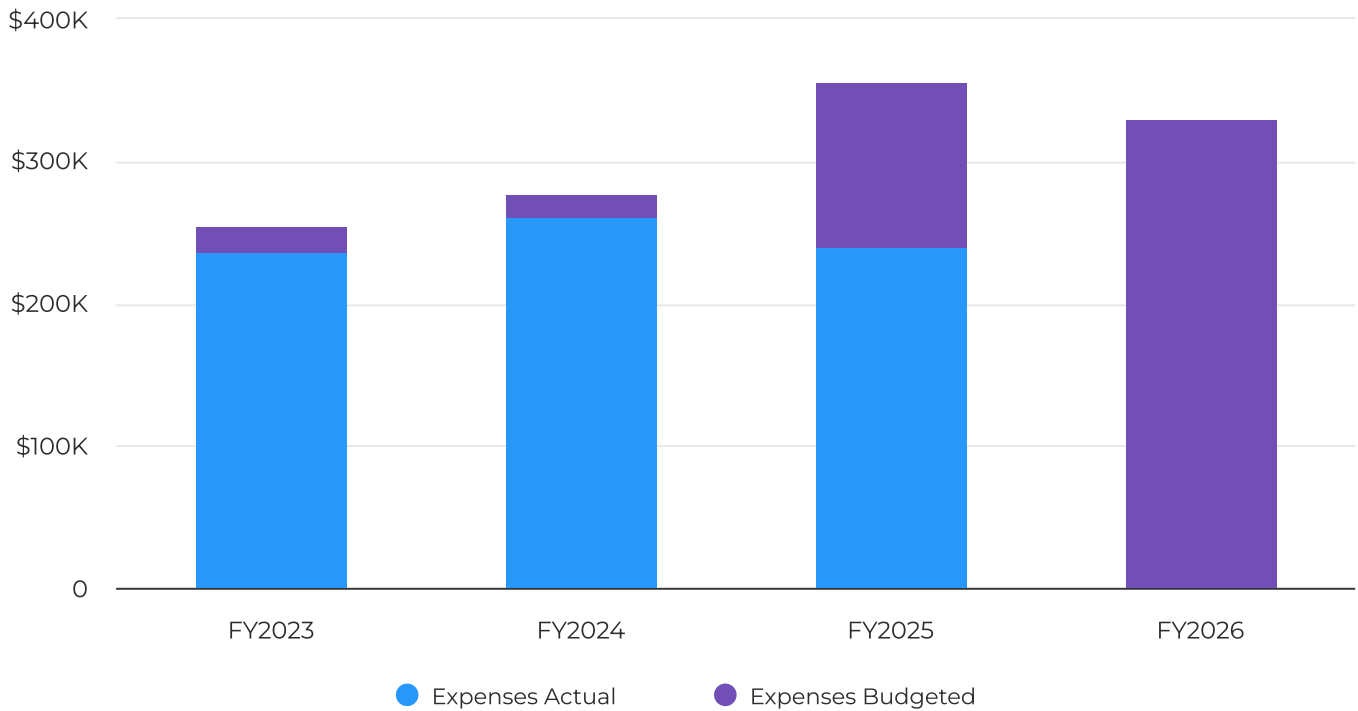
Neighborhood Improvement 117-411

Neighborhood Improvement Division Mission Statement: “To deliver exceptional service while upholding and enforcing Codes and Ordinances that are established or adopted to protect the public health, safety, and welfare of all residents, business owners, and visitors.”

The Neighborhood Improvement Division serves the residents of Riverbank by reviewing complaints and efficiently inspecting property and neighborhoods through the enforcement of codes at a minimal cost to property owners and taxpayers within the City. Work focuses on weed abatement, hoarding, abandoned vehicle abatement, noise violations, and assisting the Sheriff with outdoor cannabis abatement and illegal reworks citations.

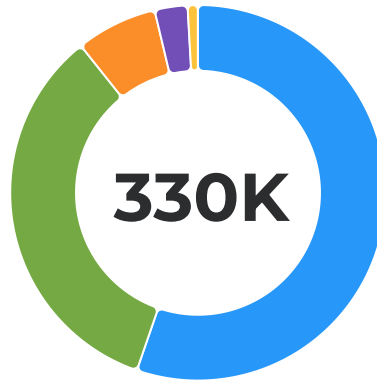
Expenditure Summary

Historical Expenditures Across Department



Expenditures by Object Summary

FY26 Expenditures by Object Summary



Salary	\$182,357	55.29%
Payroll Benefits	\$112,191	34.02%
Professional Services	\$23,013	6.98%
Services/Supplies	\$9,368	2.84%
Utilities	\$2,898	0.88%

Expenditures Neighborhood Improvement 117-411

Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	24-25 vs 25-26 (%)
Payroll Benefits	\$89,836.48	\$98,798.58	\$97,527.86	\$133,015.00	\$112,191.24	-15.66%
Salary	\$131,814.69	\$147,154.02	\$122,483.89	\$191,507.00	\$182,356.91	-4.78%
Professional Services	\$6,415.25	\$9,472.71	\$12,644.21	\$20,250.00	\$23,013.00	13.64%
Services/Supplies	\$6,655.02	\$5,034.45	\$6,466.35	\$9,950.00	\$9,368.00	-5.85%
Utilities	\$1,368.60	\$1,439.85	\$1,002.56	\$1,750.00	\$2,898.00	65.60%
Total Expenditures	\$236,090.04	\$261,899.61	\$240,124.87	\$356,472.00	\$329,827.15	-7.47%



Neighborhood Improvement Detail Budget

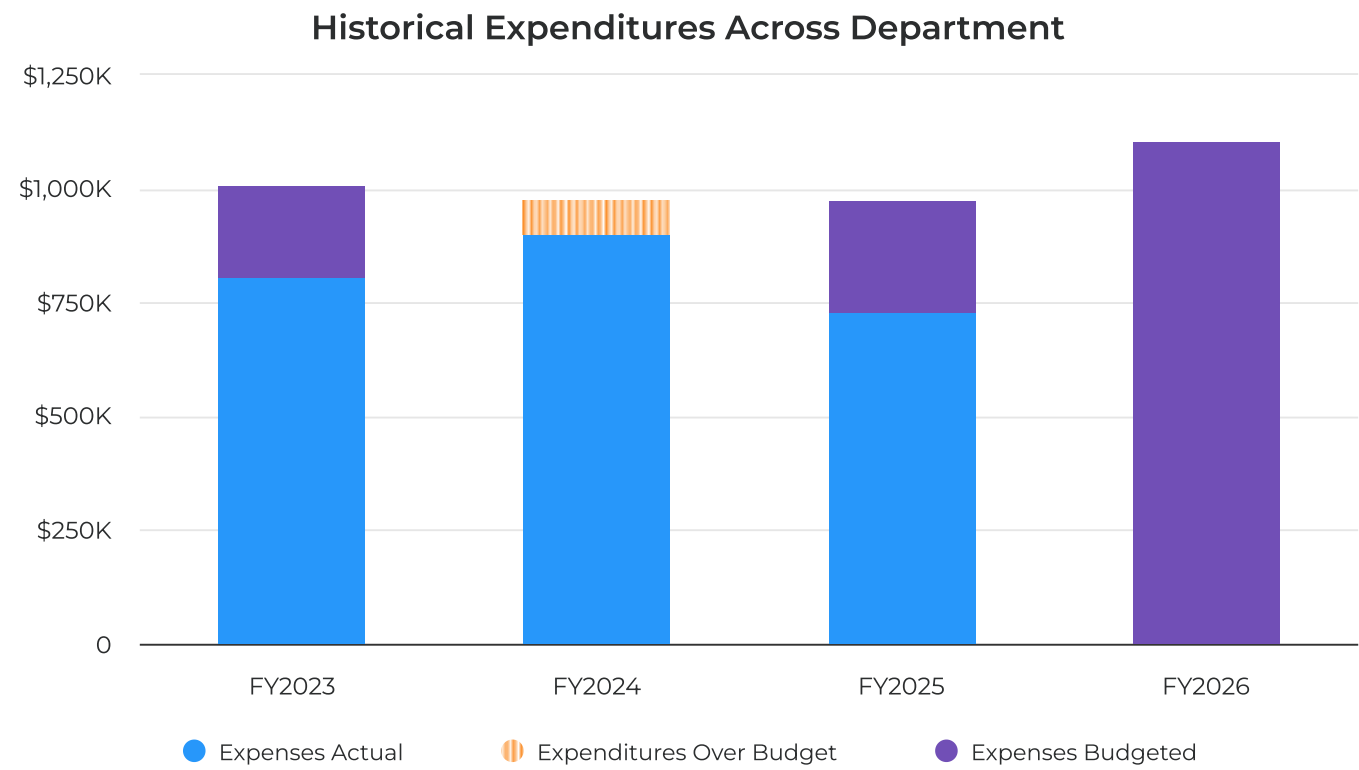
Fund 117-411: Neighborhood Improvement				
Account	Description			Amount
702.031	Rents and Leases			17,500
	Enterprise Leases	15,000		
	Other	2,500		
702.034	Other Contract Services			5,250
702.042	Release of Liens			263
703.024	Postage			105
703.025	Office Expense			2,000
704.022	Communications			2,898
	2 ipads with Cellular			
706.027	Boot & Jacket Allowance			700
706.028	Small Tools			525
706.036	Memberships, Dues, Books Etc.			1,313
706.037	Conferences and Meetings			4,200
706.073	Uniforms & Rags			525
707.002	Capital Expenditures			-
	Total Supplies & Services			35,279



Administration 101-408

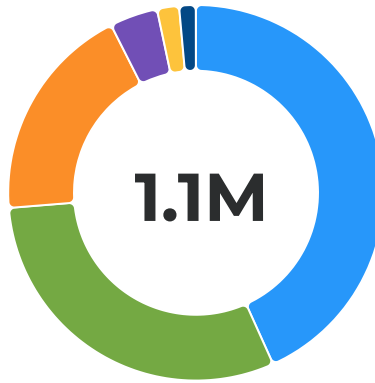
The Administrative Services Department functions as a coordinating link between all City departments and with agencies and individuals in the public and private sector. The Department oversees all functions of the City Clerk's office, Human Resources, Risk Management, Safety Initiatives, Human Services, website development, and Information Technology. In addition, the department serves as support to the City Manager and the City Council.

Expenditure Summary



Expenditures by Object Summary

FY26 Expenditures by Object Summary



Salary	\$477,895	43.28%
Payroll Benefits	\$336,222	30.45%
Professional Services	\$207,900	18.83%
Services/Supplies	\$45,500	4.12%
Capital Expenses/ Projects	\$21,000	1.90%
Utilities	\$15,800	1.43%

Expenditures Administration 101-408

Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	24-25 vs 25-26 (%)
Payroll Benefits	\$201,592.42	\$264,245.92	\$169,557.46	\$266,973.00	\$336,222.41	25.94%
Salary	\$360,972.96	\$407,220.06	\$330,873.97	\$399,744.00	\$477,894.67	19.55%
Professional Services	\$181,818.70	\$221,926.40	\$130,538.96	\$156,720.00	\$207,900.00	32.66%
Services/Supplies	\$42,631.15	\$35,565.60	\$62,061.47	\$82,000.00	\$45,500.00	-44.51%
Utilities	\$9,876.50	\$8,677.98	\$7,510.86	\$9,100.00	\$15,800.00	73.63%
Capital Expenses/ Projects	\$10,600.75	\$38,820.94	\$33,680.36	\$63,100.00	\$21,000.00	-66.72%
Prior Year Adjustments	-	\$650.00	-\$2,983.08	-	-	-
Total Expenditures	\$807,492.48	\$977,106.90	\$731,240.00	\$977,637.00	\$1,104,317.08	12.96%



Administration Department Detail Budget

Administrative Services Department 25/26 Base Budget Request			
Account Number	Description	FY 25/26	Additional Information
702.030	Maintenance of Oper & Equip		
	HR Performance Solutions/Perf. Pro	2,200	Performance Appraisal Software
	NextRequest	13,000	PRR Software
	Total	15,200	
702.031	Rents & Leases	12,000	Building Replacement Allocations Copier Lease
702.032	Professional/Special Services		
	American Legal Publishing	5,000	Codify Municipal Code - American Legal Code Services
	Mid-Valley IT Annual Service	96,000	Monthly charge for IT services
	Admin Teams Fee	600	Monthly charge for Microsoft Teams
	Management Training	5,000	City Wide Training - First Aid
	Storage Fees	500	Pacific Storage
	Watch Guard Subscription	800	Firewall (\$800) and Spam Filter (\$400)
	Zoom Subscription	3,800	Monthly Subscription Fees for Zoom
	Liebert, Cassidy, Whitmore	3,800	Employment Consortium
	ECS Imaging Incorporated	6,800	Laserfiche Annual Fee & Tech Support
	Gladwell Government Services, Inc.	500	Records Retention Policy Annual Update
	Classification & Compensation Study	45,000	
	2FA Tokens	200	
	Total	168,000	
702.034	Other Contract Services		
	OES Contract	1,200	Contract services with Stan County Office of Emergency Services
	COOP Maintenance Fee	500	Emergency Management Plans (Admin; CD; PW)
	Emergency Management	1,000	EOC Updates
	Total	2,700	
702.039	Special Community Services		
	Government Channel - Filming	10,000	TV Upgrades for City Council Chambers
	Total	10,000	
703.023	Advertising	5,000	Public Hearings, Employment Ads
703.024	Postage	500	Recruitments; Daily mail
703.025	Office Expense	6,000	Office Supplies; Copy Count Distribution
704.022	Communications	3,700	Cell Phone Stipend, City Issued Phones
	Ayera - Web Hosting/Registration	4,800	Internet Service
	Charter	1,800	Backup Internet Service
	Charter	1,300	Cable Service
	Phone Maintenance Costs	3,600	Clearly



	AT&T - CalNET	600	Additional telephone services until full transition to Clearfly
		15,800	
706.014	Misc. Personnel Expense	7,000	Physicals; Fingerprints; Annual DOT; ALTA Bilingual Cert Fees
706.035	Insurance & Bonds		
	CC Bond	200	City Clerk Required Bond
706.036	Memberships, Dues, Books, etc.		
	IPMA-HR-CCC	200	Membership Dues (Cheryl/ACM)
	CCAC Annual Dues	250	Membership Dues (City Clerk)
	IIMC	250	Membership Dues (City Clerk)
	Cal-Gov HR	100	Membership Dues (ACM/HR)
	Riverbank News	100	Annual Fee
	Total	900	
706.037	Travel, Conf & Meetings	7,000	All Admin Employees
706.042	Safety	1,000	City-Wide, First Aid Replenishment
706.047	Web Site Development	15,400	Yearly cost for website maintenance - Civic Plus
		300	Web Domain Annual Cost
		200	YouTube Subscription
		15,900	
706.066	Elections	2,000	Public Notices, Preparations for Nov 2026 elections
707.002	Capital Expenditures	3,000	Communication/Technology Improvements (General)
707.003	Equipment/Projects	2,000	4x UPS Battery Backup Replacement
707.004	Software Upgrade General	1,000	Software License Purchases
707.017	Computer Components	15,000	City Computer Replacement Program
	Total Supplies & Services	290,200	

Riverbank Police Services 101-409

Since 1995 the City of Riverbank has contracted with the County of Stanislaus to perform law enforcement services for the City of Riverbank. In 2020 this agreement was extended until June 30, 2024.

Although Riverbank Police Services (RPS) is a component of the Stanislaus County Sheriff's Department Operations Center (SOC), it functions as one of Riverbank's City Departments. A Sheriff's Lieutenant is designated as the Riverbank Police Services (RPS) Chief.

RPS patrol is responsible for providing general law enforcement services and the protection of life and property. It additionally provides investigations, traffic enforcement, records management, and community-resource law enforcement services.

RPS is a full-service police agency, but it is also augmented by Sheriff's Operations Center (SOC) resources in Modesto. Patrol, Investigations, Information and Technology, the Regional Training Center, Public Information Officers, Internal Affairs, Finance/Payroll, S.T.A.R.S., Explorers, and Records support RPS as needed.

When appropriate, RPS also has the ability to utilize Stanislaus County Sheriff's Department specialty units such as the Major Accident Investigation Team (MAIT), Special Weapons and Tactics (SWAT) Team, Hostage Negotiations Team, Dive Team, Bomb Team, Aero-Squadron, K-9 Unit, Special Vehicle Operations Unit, Mobile Field Force, and Mounted Unit.

Other county multi-agency units, such as the Stanislaus County Auto Theft Taskforce (StanCATT) and the Gang Intelligence Task Force (GIT), assist Riverbank Police Services in the investigations of auto thefts and the coordination of county-wide intelligence gathering on criminal street gangs.

The City of Riverbank contributes to the Special Investigations Unit (SIU, formerly known as the Stanislaus Drug Enforcement Agency, SDEA) therefore RPS receives support from SIU when needed. This organization is responsible for major drug investigations and other cases associated with them.

RPS utilizes the Stanislaus Regional 911 (SR-911) Dispatch Center which provides progressive and proficient dispatch services. SR-911 efficiently interfaces with other law enforcement agency communications within the county.

26 full-time Stanislaus County Sheriff's Department employees' staff RPS. These positions are fully funded by the City of Riverbank except the newly added School Resource Officer.

RPS Staffing

1 Lieutenant/Chief of Police

2 Patrol Sergeants

1 Administrative Sergeant

10 Patrol Deputies

3 Detectives

3 Traffic Deputies

2 Community Resource Deputy

1 Community Services Officer

1 Supervising Legal Clerk

2 Legal Clerks

1 School Resource Officer (cost to be shared with Riverbank Unified School District)

Significant Budget Impacts for Fiscal Year 2025-26

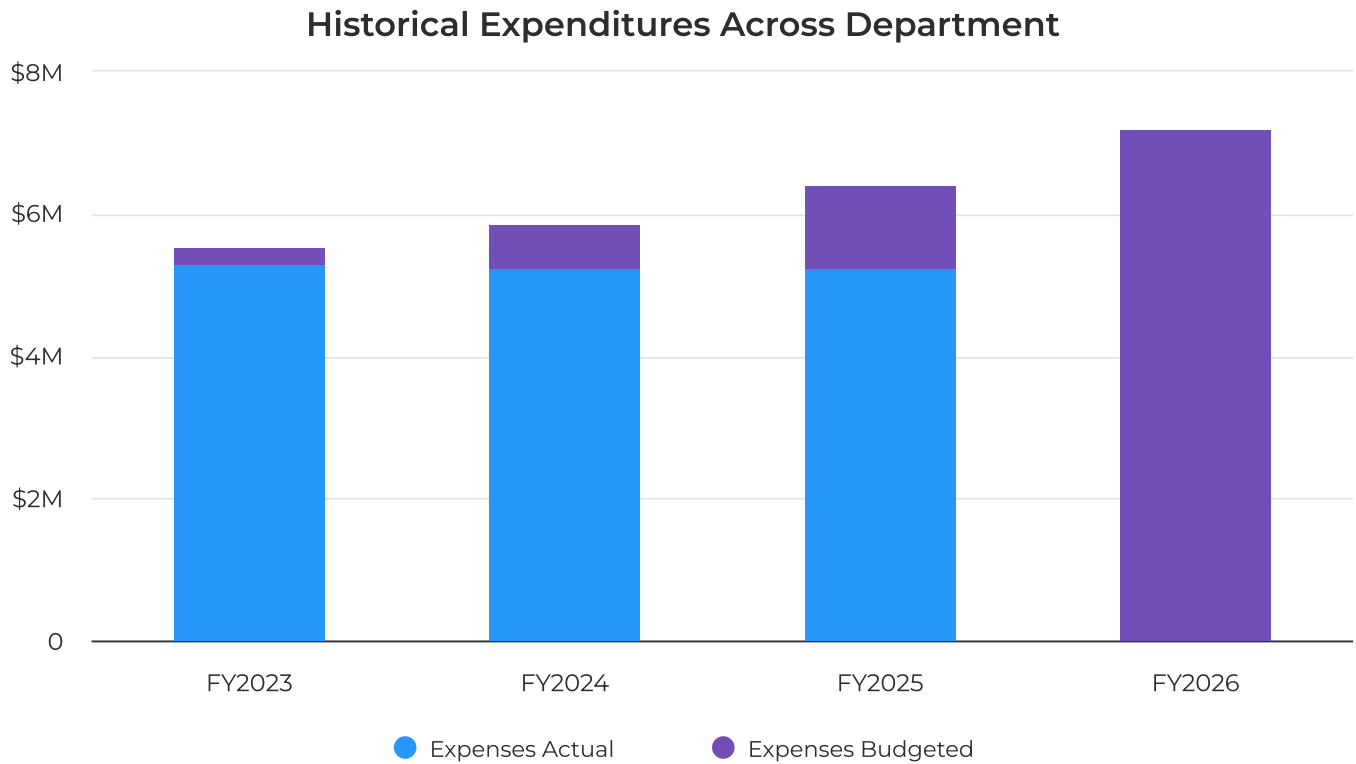


The Fiscal Year 2025-26 adopted budget includes the following increases:

- **Salary & Benefits: 4.0%**
- **SR 911 Dispatch: 10%**

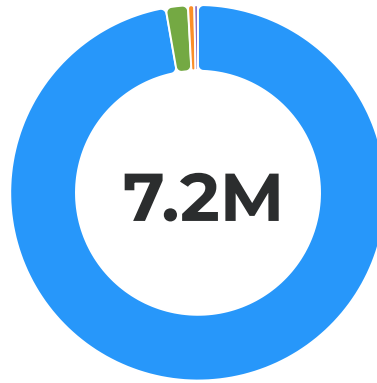
RPS will have 23 sworn law enforcement deputies to serve Riverbank's population of approximately 26,090. Our sworn-to-resident staffing ratio is 0.88/1,000 residents.

Expenditure Summary



Expenditures by Object Summary

FY26 Expenditures by Object Summary



Professional Services	\$6,998,877	97.24%
Payroll Benefits	\$137,275	1.91%
Utilities	\$39,000	0.54%
Services/Supplies	\$22,300	0.31%

Expenditures Riverbank Police Services 101-409

Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	24-25 vs 25-26 (%)
Payroll Benefits	\$84,853.00	\$82,309.00	\$93,975.00	\$97,200.00	\$137,275.00	41.23%
Professional Services	\$5,157,405.45	\$5,112,983.36	\$5,107,327.14	\$6,223,486.00	\$6,998,877.00	12.46%
Services/Supplies	\$21,051.31	\$22,993.39	\$21,311.88	\$21,300.00	\$22,300.00	4.69%
Utilities	\$56,346.04	\$42,848.82	\$23,234.30	\$59,000.00	\$39,000.00	-33.90%
Capital Expenses/ Projects	-	-	\$6,803.71	\$6,825.00	-	-100.00%
Prior Year Adjustments	-	-	-\$10,407.86	-	-	-
Total Expenditures	\$5,319,655.80	\$5,261,134.57	\$5,242,244.17	\$6,407,811.00	\$7,197,452.00	12.32%



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Detail breakdown				
City of Riverbank Contract Rates				
Includes estimates for all union currently still bargaining				
		Estimated Budget 2026		
Salaries and Benefits		5167181		
Overtime		380888		
Extra Help		5190		
Services and Supplies		95173		
SR911 Dispatch services		398925		
Other Charges (Court costs)		322288		
Vehicle Replacement		284474		
Total Cost of City Contract Rates		6654119		
% increase from prior year		5.56%		

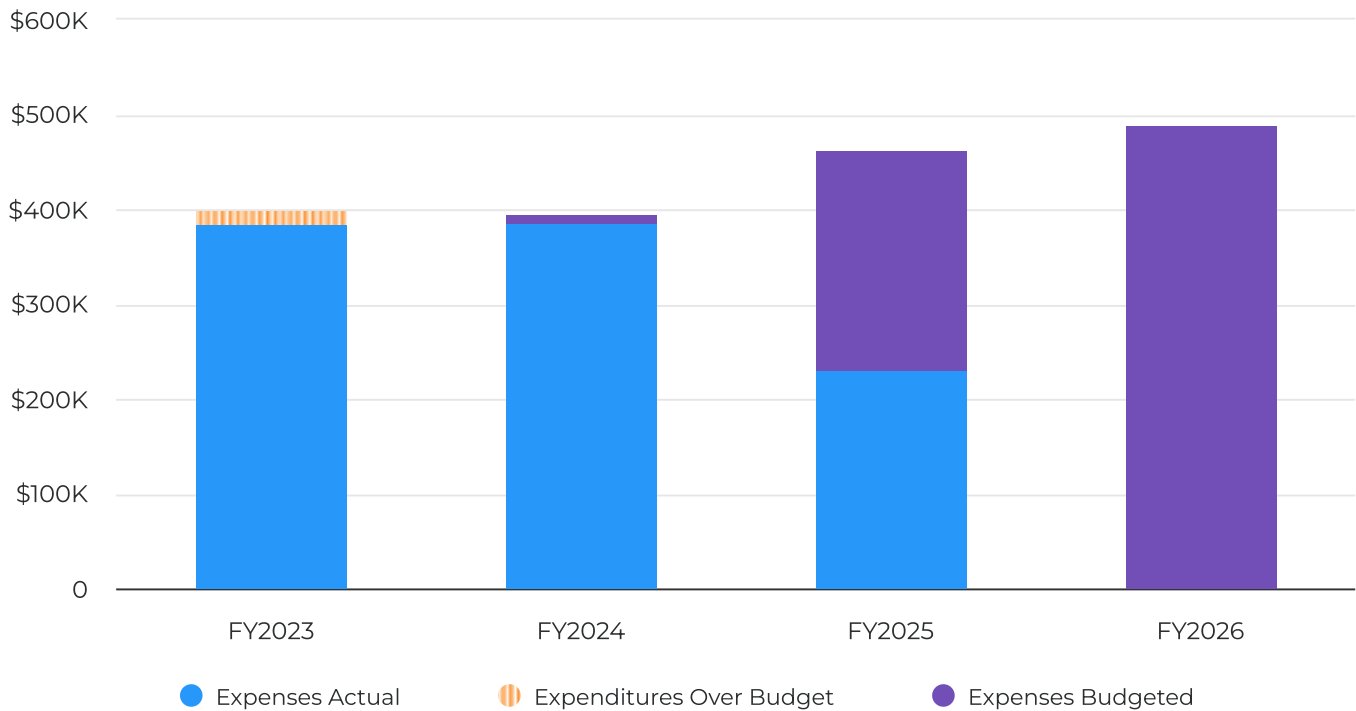


Code Compliance - Animal Services 101-411

The City of Riverbank contacts the City of Oakdale for Animal Control Services within the city limits. Services include patrolling busy streets for lost, injured, and abandoned animals. Officers also conduct humane investigations when animal cruelty is suspected, provide shelter for stray animals, offer assistance to owners and find lost animals, provide emergency services after hours, enforce all California state laws and local animal control ordinances, and conduct animal licensing (canvassing) inspections.

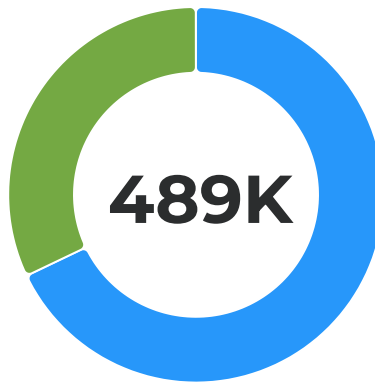
Expenditure Summary

Historical Expenditures Across Department



Expenditures by Object Summary

FY26 Expenditures by Object Summary



Professional Services	\$332,365	67.90%
Transfers Out	\$157,124	32.10%

Expenditures Code Compliance-Animal Control 101-411

Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	24-25 vs 25- 26 (%)
Professional Services	\$251,491.18	\$253,106.77	\$212,674.28	\$310,621.00	\$332,365.00	7.00%
Transfers Out	\$148,800.00	\$132,700.00	\$19,680.00	\$152,974.00	\$157,124.00	2.71%
Total Expenditures	\$400,291.18	\$385,806.77	\$232,354.28	\$463,595.00	\$489,489.00	5.59%

Code Compliance - Animal Services Detail Budget

Fund 101-411: Code Compliance Department				
Account	Description			Amount
702.034	Other Contract Services			332,365
	Animal Control Services			
999	Transfers Out - General Fund Subsidy			157,124
	Subsidy to Neighborhood Imprv Fund 117		135,000	
	Fleet Internal Services		22,124	
	Total			489,489



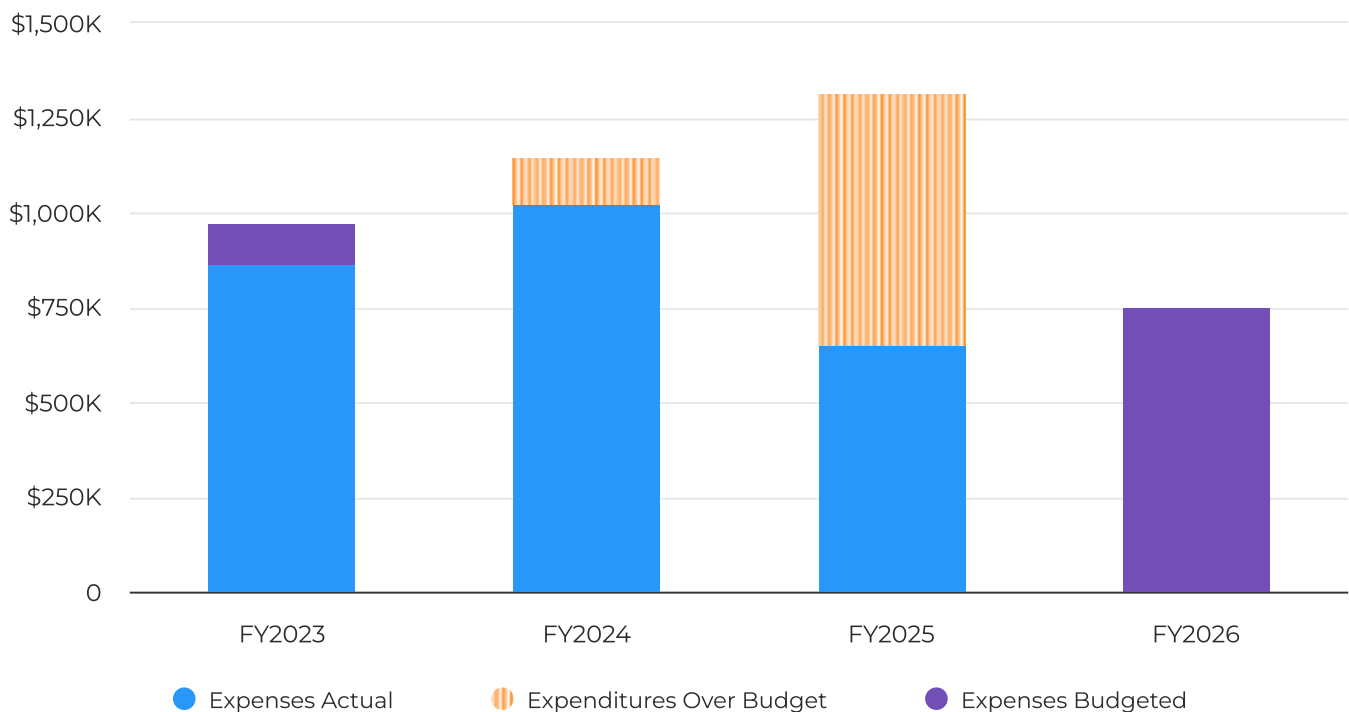
Development Services Administration 101-412

Responsible for the planning, engineering, and bidding process for all capital projects. Create and monitor the City's Capital Improvement Program. The department manages budgets and maintenance of the City's 5 landscape & lighting and 2 storm drain districts. Monitor and administer the MS4 stormwater requirements, as well as the solid waste and street sweeping agreements. Manage the Americans with Disability Act (ADA) requirements and complaints. Manage the City's recycling programs, which include CalRecycle mandates, SB 1383, AB341, AB1826, Household Hazardous Waste, and Used Oil programs. Oversee the Measure L and SB 1 Funds distribution and project list.

Responsible for all infrastructure construction plan review and inspections both residential and commercial. Monitor and inspect businesses on requirements for the City's Fats, Oil, and Grease Program. Issue encroachment and grading permits.

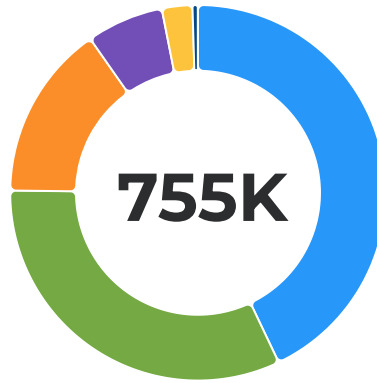
Expenditure Summary

Historical Expenditures Across Department



Expenditures by Object Summary

FY26 Expenditures by Object Summary



Salary	\$324,103	42.94%
Payroll Benefits	\$243,503	32.26%
Professional Services	\$113,836	15.08%
Capital Expenses/ Projects	\$50,000	6.62%
Services/ Supplies	\$19,750	2.62%
Utilities	\$3,590	0.48%

Expenditures Development Services Administration 101-412

Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	24-25 vs 25-26 (%)
Payroll Benefits	\$275,007.71	\$363,457.87	\$123,685.05	\$220,867.00	\$243,502.62	10.25%
Salary	\$517,517.98	\$578,748.51	\$254,075.08	\$298,780.00	\$324,103.48	8.48%
Professional Services	\$53,808.42	\$85,091.60	\$96,984.10	\$108,020.00	\$113,836.00	5.38%
Services/ Supplies	\$15,873.37	\$15,740.95	\$38,402.35	\$20,850.00	\$19,750.00	-5.28%
Utilities	\$4,399.97	\$5,060.25	\$3,358.88	\$6,090.00	\$3,590.00	-41.05%
Capital Expenses/ Projects	-	\$102,679.20	\$816,220.53	-	\$50,000.00	-
Prior Year Adjustments	-	-	-\$13,528.31	-	-	-
Total Expenditures	\$866,607.45	\$1,150,778.38	\$1,319,197.68	\$654,607.00	\$754,782.09	15.30%



Development Services Administration

Detail Budget

Fund 101-412: Development Services Administration			
Account	Description		Amount
702.031	Rents and Leases		40,686
	Enterprise Leases	7,500	
	Fleet Internal Services	33,186	
702.032	Professional/Special Services		18,150
	Bay Alarm	5,000	
	ESRI Software - GIS	2,150	
	Environmental Services - Capital Projects	3,500	
	SB 1383 Consulting Services	7,500	
702.035	Contract Engineering		55,000
703.023	Advertising		800
703.024	Postage		600
703.025	Office Expense		4,000
	Includes 2 new office chairs		
704.022	Communications		3,590
706.026	Miscellaneous Expense		800
706.027	Boot & Jacket Allowance		1,400
706.028	Small Tools		1,000
706.036	Memberships, Dues, Books Etc.		2,000
	Street Saver Software -Annual Fee	2,000	
706.038	Staff Development		7,500
	CRRA Recycling Conference (2 Employees)	2,650	
	International Slurry Seal Workshop (2 Emp.)	3,350	
	Inspector Training Classes (2 Emp.)	1,500	
706.05	Safety Equipment		150
706.073	Uniforms & Rags		1,500
707.002	Capital Expenditures		50,000
	ADA Improvements		
	Total Supplies & Services		187,176

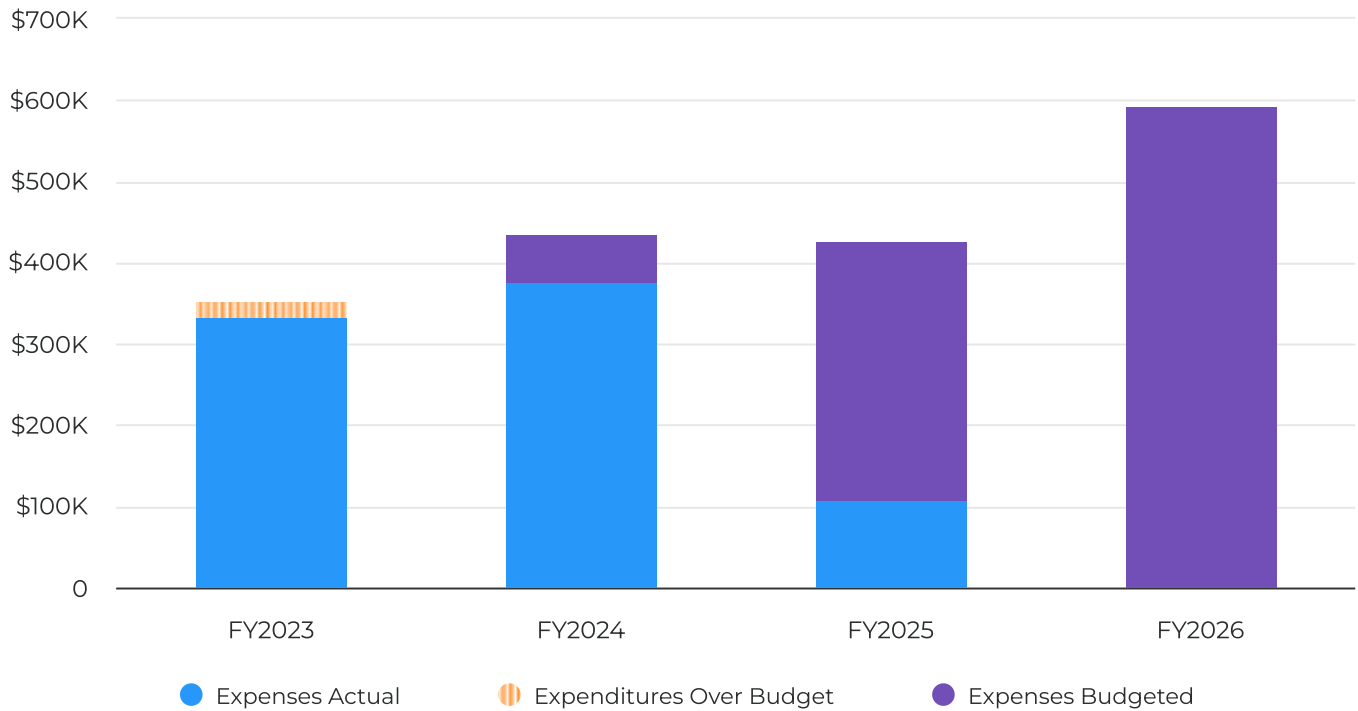


Storm Water Administration 101-413

Responsible for the maintenance and monitoring of stormwater within City limits to maintaining compliance with MS4.

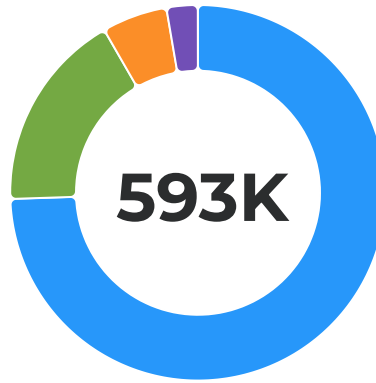
Expenditure Summary

Historical Expenditures Across Department



Expenditures by Object Summary

FY26 Expenditures by Object Summary



Transfers Out	\$441,731	74.48%
Professional Services	\$102,091	17.21%
Services/Supplies	\$33,300	5.61%
Utilities	\$16,000	2.70%

Expenditures Storm Water Administration 101-413

Category	FY 2023 Actual	FY 2024 Budget	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	24-25 vs 25- 26 (%)
Professional Services	\$113,488.92	\$75,800.00	\$73,729.97	\$96,169.21	\$102,091.11	6.16%
Services/Supplies	\$24,016.00	\$24,452.00	\$22,387.30	\$32,202.00	\$33,300.00	3.41%
Utilities	\$4,170.80	\$12,000.00	\$13,070.23	\$16,000.00	\$16,000.00	0.00%
Capital Expenses/ Projects	\$33,707.00	-	-	-	-	-
Transfers Out	\$177,011.48	\$325,000.00	-	\$284,036.00	\$441,731.00	55.52%
Total Expenditures	\$352,394.20	\$437,252.00	\$109,187.50	\$428,407.21	\$593,122.11	38.45%

Storm Water Administration Detail Budget

Fund 101-413: Storm Water Administration				
Account	Description			Amount
702.030	Maintenance Operation Equipment			43,723
	Pump Station Maintenance	10,000		
	Fleet Internal Services	33,723		
702.031	Rents and Leases			37,368
	Enterprise Leases	10,250		
	Fleet Internal Services	27,118		
702.032	Professional/Special Services			21,000
	WGR Consulting Services -Storm Water Reporting	5,000		
	Grover - Viaduct Maintenance	5,000		
	Larry Walker Assoc. Pyrethroid Reporting	1,000		
	Our Water Our World Outreach Materials	4,000		
	Revel Environmental - Storm Filter Maintenance	6,000		
704.021	Utilities			16,000
	MID	14,000		
	City of Riverbank	2,000		
706.029	Maintenance of Building/Structures/Grounds			10,000
706.056	State/County Fees			23,300
	Stanislaus County Taxes	1,300		
	Delta Water Quality Monitoring	10,300		
	State Water Resource Control Board	11,700		
999.000	Transfer Out			441,731
	General Fund Subsidy to Gas Tax Fund			
	Total Supplies & Services			593,122



Park & Recreation Department

General Description of Department

The City of Riverbank Parks and Recreation Department's mission is to create a community through people, parks, and programs. The department oversees the management, operations, and performance of all recreational programs, classes, aquatics, special events, city-owned facilities, and parks within the city. The Parks and Recreation Department includes three divisions: Park Development and Maintenance, Facility Maintenance, and Recreation. The city has 17 city parks are maintained by the department throughout the city, as well as multiple recreational facilities, such as the community pool, teen center, community center, and Scout Hall. The Department is responsible for the maintenance of City Buildings and all contracts, which include City Hall North, and South, the Police Services Building, Public Works Buildings, and the joint use of the Community Gymnasium.

The Parks and Recreation Department employs the Director of Parks and Recreation, a full-time administrative clerk, a Parks and Facility Supervisor, a Recreation Supervisor, a Recreation Coordinator, a Senior Park Maintenance Worker Technician, four full-time park maintenance workers, and two facility maintenance workers. Depending on the season, the department also employs up to 30 part-time recreation leaders, park assistants, and lifeguards.

Facility use and park and field reservations are handled under the department, which includes scheduling, collecting fees, securing agreements, assignments of site monitors, and custodial services. The department oversees park development and serves as a liaison between the Friends of Jacob Myers Park and the City.

Significant Budget Impacts for Fiscal Year 2025-26

The growth of the city and the increased desire for recreational programs and facilities are significant impacts on the Parks and Recreation Department. Many of the recreational programs are at full capacity, and limited facility availability leaves no room for expansion. To meet the future needs of the community, new facilities, increased staffing, and new parks will need to be developed. The Department recently completed the Citywide Parks Master Plan that will assist the city in meeting these challenges.

Along with future expansion and growth, the department has identified the need to revitalize and renovate its current infrastructure. With aging equipment and the continuing increase of cost of goods, the department is in need of financial support to address delayed maintenance.

101-407 Building Maintenance

The Department is responsible for the maintenance of City Buildings and all contracts, which include City Hall North, and South, the Police Services Building, Public Works Buildings, the Community Center, Teen Center, Scout Hall, and the joint use of the Community Gymnasium.

101-414 Parks

The Department is responsible for the maintenance of the 17 city parks throughout the city as well as 6 tennis courts and a community pool.

134-459 Recreation

The Recreation Department's mission is to create a community through people, parks, and programs. The department oversees all recreational programs: classes, aquatics, the Teen Center, sports, the gymnasium, and special events. A few of the Citywide special events that are offered through the department are the annual Cheese & Wine Festival, Día de los Muertos, and the Christmas Parade.

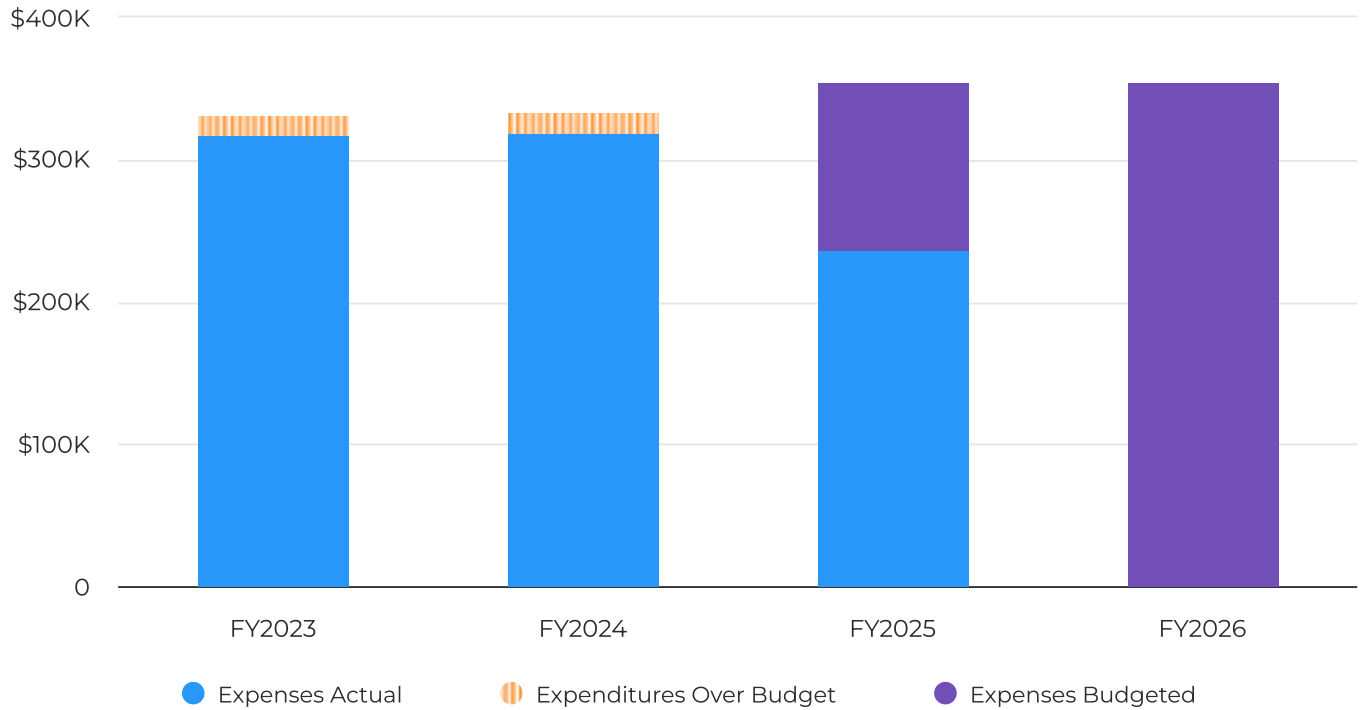


Building Maintenance 101-407

The Department is responsible for the maintenance of City Buildings and all contracts, which include City Hall North, South, the Police Services Building, Public Works Buildings, the Community Center, Teen Center, Scout Hall, and the joint use of the Community Gymnasium.

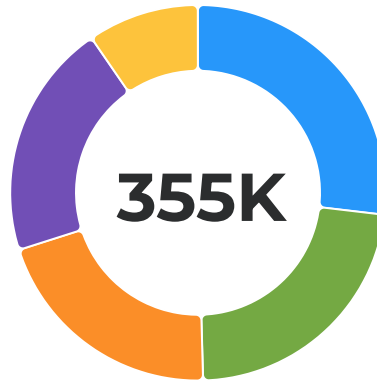
Expenditure Summary

Historical Expenditures Across Department



Expenditures by Object Summary

FY26 Expenditures by Object Summary



Salary	\$95,451	26.88%
Utilities	\$80,583	22.70%
Payroll Benefits	\$72,820	20.51%
Professional Services	\$72,166	20.32%
Services/Supplies	\$34,050	9.59%

Expenditures Building Maintenance 101-407

Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	24-25 vs 25-26 (%)
Payroll Benefits	\$52,658.40	\$65,087.19	\$36,677.82	\$82,961.00	\$72,819.74	-12.22%
Salary	\$77,010.38	\$81,965.72	\$52,271.19	\$96,612.00	\$95,450.58	-1.20%
Professional Services	\$49,142.06	\$54,823.19	\$44,500.93	\$62,621.10	\$72,165.98	15.24%
Services/Supplies	\$21,180.61	\$29,531.41	\$29,983.99	\$39,022.00	\$34,050.00	-12.74%
Utilities	\$73,915.22	\$71,844.49	\$72,864.88	\$73,500.00	\$80,583.41	9.64%
Capital Expenses/ Projects	\$57,023.00	\$31,077.38	-	-	-	-
Total Expenditures	\$330,929.67	\$334,329.38	\$236,298.81	\$354,716.10	\$355,069.71	0.10%



Building Maintenance Detail Budget

BUILDING MAINTENANCE DIVISION		
2025-2026 Budget		
ACCOUNT NUMBER	DESCRIPTION	BUDGET
101.407.000.701.003	Standby and Unplanned overtime	6,640
Personnel Overtime		
101.407.000.701.004	Standby Pay	8,660
Standby Pay	New - Afterhour coverage Parks	
101.407.702.030	Misc. Repair (in-house)	2,096
Maint. Operation Equip	key copies, lock replacement	296
	Corp Yard Gate Service	300
	Flag Replacement	600
		3,292
101.407.702.032		
Rents & Leases	Fleet Internal Services	22,124
	Enterprise Van Lease	13,500
		35,624
101.407.702.032	Bay Alarm	15,000
Professional Services	HVAC Services	8,505
	Caselle Work Order Service	650
	Fire Extinguisher Service	600
	Charter Teen Center/City Hall N	2,500
	Pest Control Service	3,995
	Annual Generator Service	2,000
		33,250
101.407.703.028	Tools needed for repairs or	500
Small Tools	maintenance	
101.407.704.021	Utilites	40,984
Utilities		
101.407.704.022	AT & T	1,246
Communications	TPx	36,000
	AT&T CALNET	2,353
		39,599
101.407.706.027	Boot & Jacket Allowance	700
Boot & Jacket Allowance		
101.407.706.029		
Maint of Bldg./Structures/Gr	Paper supplies, cleaning supplie	25,750



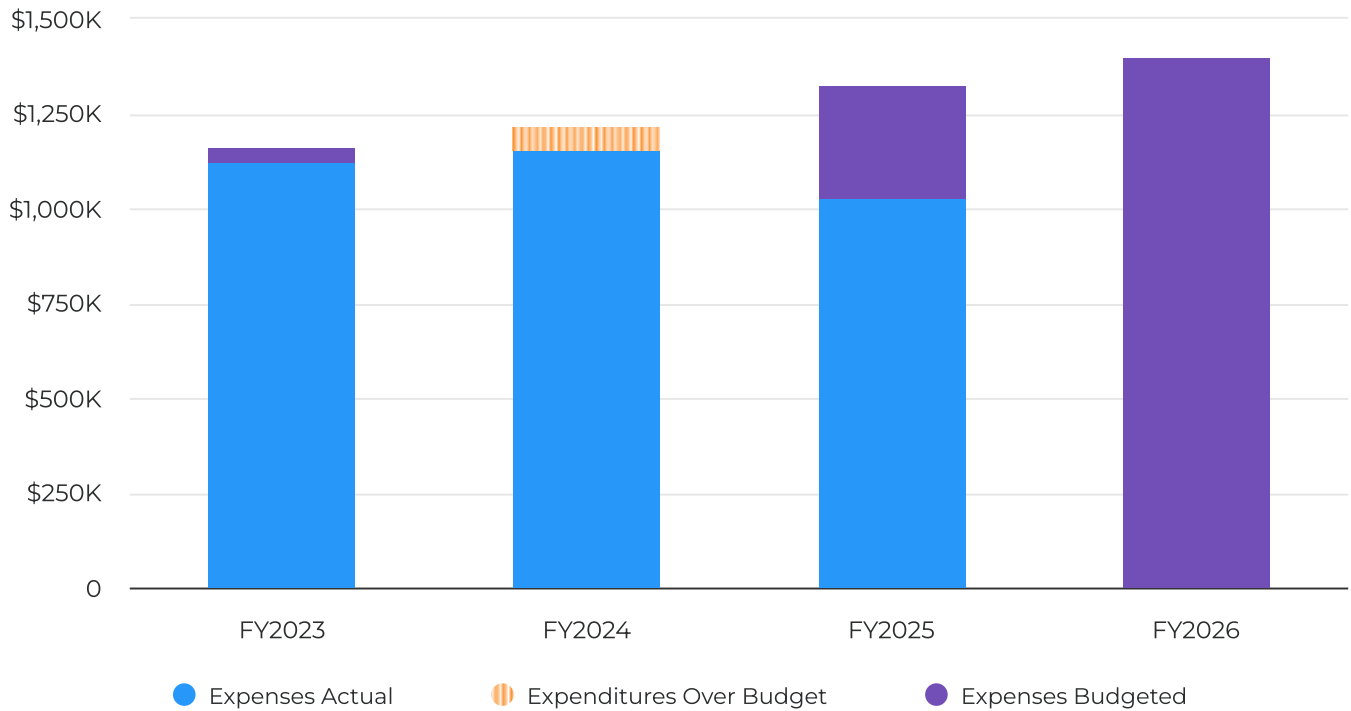
	carpet shampoo, waxing		
	Misc. equipment		
101.407.706.056	Property Tax		3,000
State/County Fees			
101.407.706.073	Uniforms & Rags		4,100
101.407.000.707.002	Capital Expense		
101.407.000.707.003	Equipment Projects		
	Total Cost		\$202,100

Parks Department 101-414

The Department is responsible for the maintenance of the 17 city parks throughout the city as well as 6 tennis courts and a community pool.

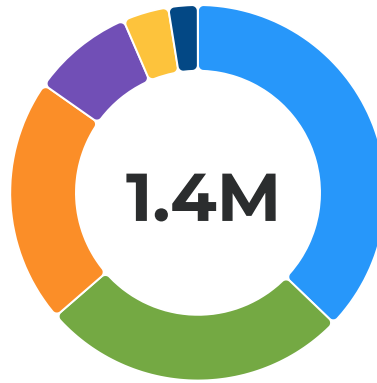
Expenditure Summary

Historical Expenditures Across Department



Expenditures by Object Summary

FY26 Expenditures by Object Summary



Salary	\$521,292	37.17%
Payroll Benefits	\$371,015	26.46%
Professional Services	\$296,164	21.12%
Services/Supplies	\$122,890	8.76%
Utilities	\$55,337	3.95%
Capital Expenses/ Projects	\$35,600	2.54%

Expenditures Parks 101-414

Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	24-25 vs 25-26 (%)
Payroll Benefits	\$177,890.97	\$263,455.84	\$215,322.49	\$317,365.00	\$371,015.31	16.90%
Salary	\$364,411.05	\$426,609.44	\$408,514.70	\$468,239.00	\$521,291.54	11.33%
Professional Services	\$238,578.57	\$272,955.64	\$213,419.99	\$263,831.00	\$296,164.10	12.26%
Services/Supplies	\$100,637.03	\$132,822.37	\$87,336.29	\$121,144.50	\$122,889.72	1.44%
Utilities	\$46,989.61	\$49,205.35	\$51,347.06	\$47,240.00	\$55,337.22	17.14%
Capital Expenses/ Projects	\$194,919.17	\$72,242.54	\$53,610.69	\$170,535.00	\$35,600.00	-79.12%
Total Expenditures	\$1,123,426.40	\$1,217,291.18	\$1,029,551.22	\$1,388,354.50	\$1,402,297.88	1.00%



Parks Department Detail Budget

PARK MAINTENANCE DIVISION			
Budget Narrative 2025-2026			
ACCOUNT NUMBER	DESCRIPTION	BUDGET	
101.414.701.002	Park RR opening/closing year round		
Personnel Part time	(Includes alternating Fridays-City closed		
	Seasonal Park Aide (Apr.-Sept)		
	Park Aide (Feb/Mar)		
			35,593
101.414.000.701.003	Standby and Unplanned overtime		19,200
Personnel Overtime			
101.414.000.701.004	Standby Pay		25,000
Standby Pay	New - Afterhour coverage Parks & Facili		
101.414.702.030	Unplanned Minor Repairs		1,062
Maint. Operation Equip			
101.414.702.031	Motor Pool		55,310
Rents & Leases	Enterprise Vehicle Leases		44,000
	Copier		3,600
	Rental Equipment		-
			102,910
101.414.702.032	Landscaping Contract		157,992
Professional Services	Sports complex annual maintenance		12,000
	Dog Park Annual Maintenance		15,000
	Various Park Security		1,550
	Caselle Work Order Maint.		650
	Gopher Treatment/parks		5,000
			192,192
101.414.000.703.025	Office Expense		2,000
101.414.703.028	Tools needed for repairs or		1,200
Small Tools	maintenance		
101.414.703.049	Pesticides and other		2,655
Chemicals	chemicals needed		
101.414.703.050	Pool Expenses		51,500
Pool Expenses & Chemicals	Pool chemicals		
101.414.703.051	Bark fiber for playground surfacing		4,750
Bark			
101.414.704.021	MID		48,957

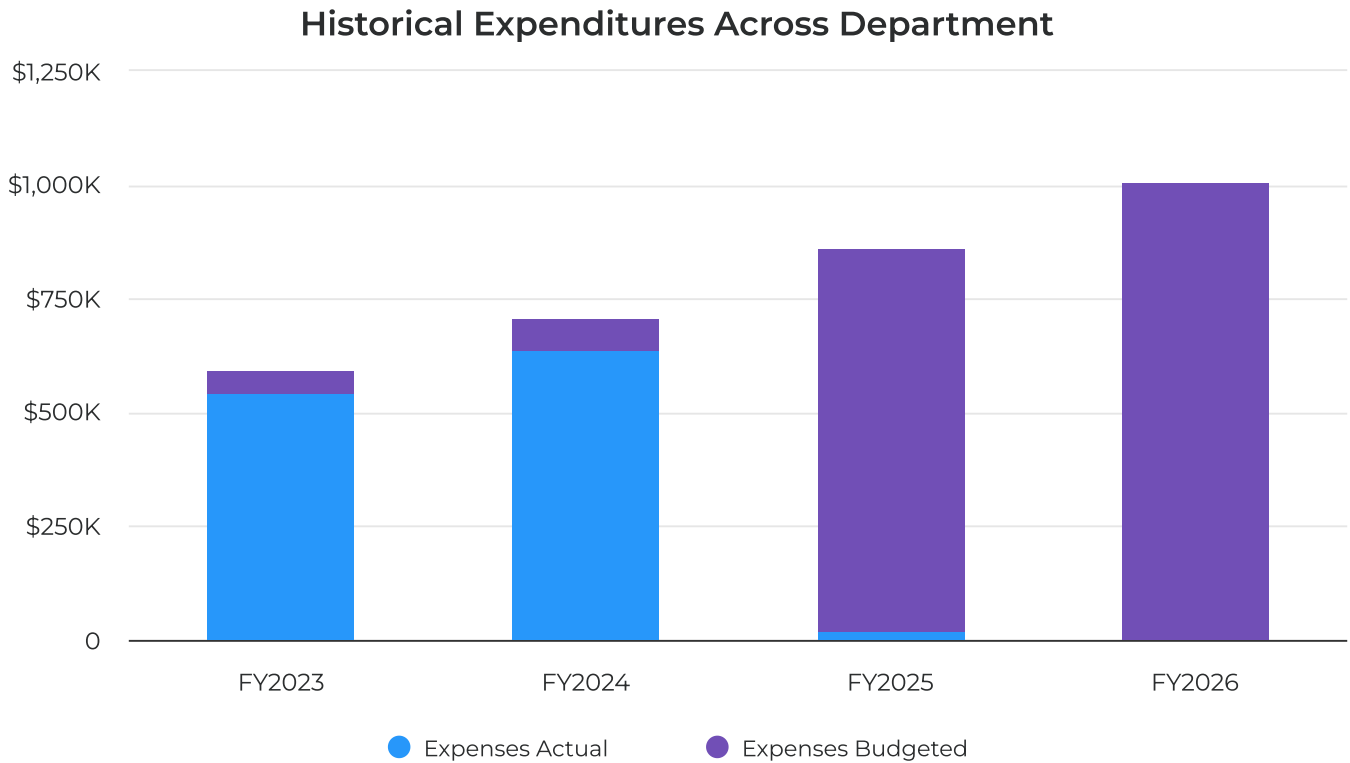


Utilities	PG&E		
101.414.000.704.022 communications	City phones		6,380
101.414.706.027 Boot & Jacket Allowance	Boot & Jacket Allowance		2,100
101.414.706.029 Maint/Blgs/Grounds	Supplies & Equip for all parks & other areas Toilet paper, hand towels irrigation repair, construction supplis, plumbing, faucets		33,982
101.414.706.038 Staff Development	Certificate renewals, CEU Playground, pool certificates CPRS Conference Du-All Safety Trainings		9,390
101.414.706.050 Safety Equipment	Safety glasses and other equipment		1,030
101-414.706.056 State/County Fees	State/County Fees		4,000
101-414.706.073 Uniforms & Rags	Uniforms & Rags		6,035
101.414.706.081 Downtown & Waterfall Main	Repairs, supplies, general expense		4,248
101.414.000.707.003 Equipment Projects	Annual Playground replacements Zerillo Tennis Court Resurface* *based successfully obtaining grant		20,600 15,000 35,600
Total Cost			589,784

Recreation Subsidy 101-459

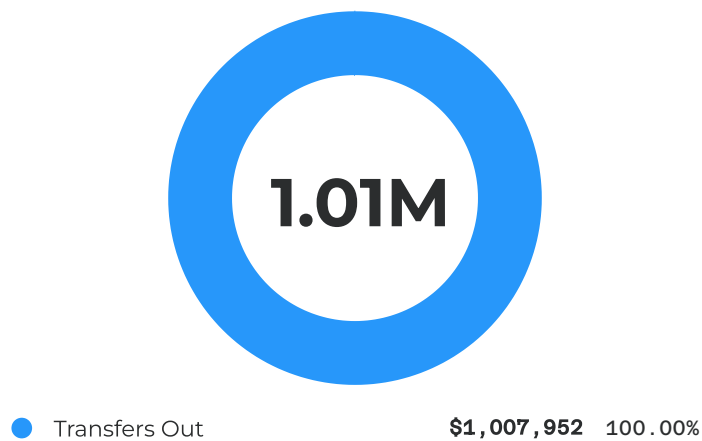
This department represents the subsidy needed for recreational programs.

Expenditure Summary



Expenditures by Object Summary

FY26 Expenditures by Object Summary



Expenditures Recreation Subsidy 101-459

Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	24-25 vs. 25- 26 (%)
Transfers Out						
TRANSFERS OUT	\$544,189.86	\$640,627.53	\$19,680.00	\$909,379.00	\$1,007,952.04	10.84%
Subsidy Fund 134 Recreation	\$0.00	\$0.00	\$0.00	\$860,849.00	\$950,828.00	10.45%
Internal Fund Fleet	\$0.00	\$0.00	\$0.00	\$19,680.00	\$22,124.04	12.42%
Subsidy Fund 118 Community Ctr	\$0.00	\$0.00	\$0.00	\$28,850.00	\$35,000.00	21.32%
Total Transfers Out	\$544,189.86	\$640,627.53	\$19,680.00	\$909,379.00	\$1,007,952.04	10.84%
Total Expenditures	\$544,189.86	\$640,627.53	\$19,680.00	\$909,379.00	\$1,007,952.04	10.84%

Recreation Subsidy Detail Budget

Fund 101-459: Recreation Subsidy				
Account	Description			Amount
999.000	Transfers Out - General Fund S			1,007,952
	Recreation Department		950,828	
	Community Center		35,000	
	Fleet Internal Services		22,124	
	Total			\$1,007,952

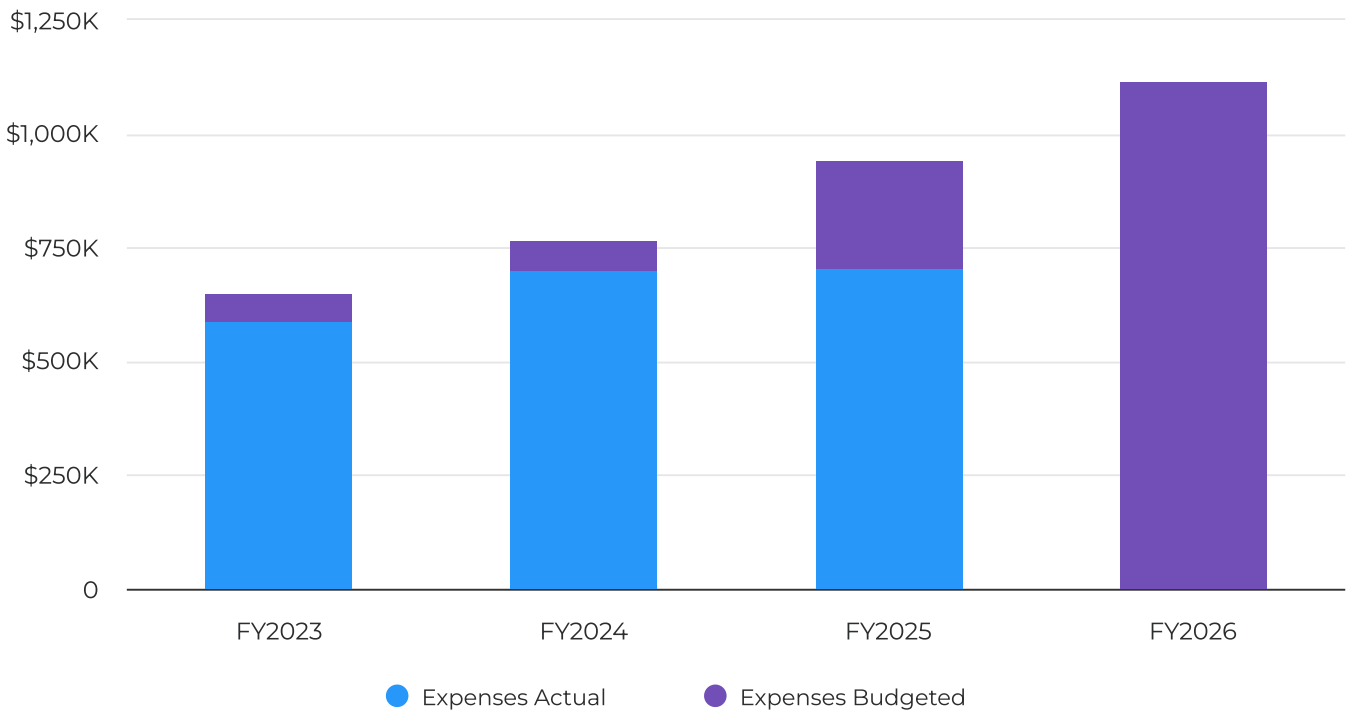


Recreation 134-459

The Recreation Department's mission is to create community through people, parks, and programs. The department oversees all recreational programs, classes, aquatics, Teen center, sports, gymnasium, and special events. A few of the Citywide special events that are offered through the department are the annual cheese & Wine Festival, Dia de los Muertos, and the Christmas Parade.

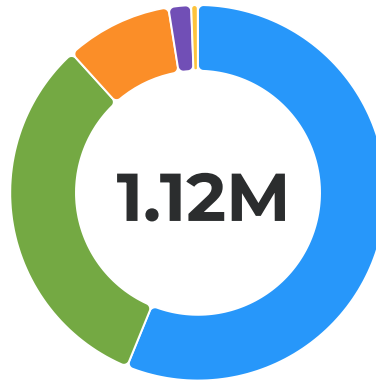
Expenditure Summary

Historical Expenditures Across Department



Expenditures by Object Summary

FY26 Expenditures by Object Summary



Salary	\$629,167	56.18%
Payroll Benefits	\$359,622	32.11%
Services/Supplies	\$102,895	9.19%
Professional Services	\$21,721	1.94%
Utilities	\$6,424	0.57%

Expenditures Recreation 134-459

Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	24-25 vs. 25-26 (%)
Payroll Benefits	\$140,262.24	\$186,786.34	\$190,929.86	\$286,057.00	\$359,621.76	25.72%
Salary	\$333,700.35	\$402,033.80	\$407,163.89	\$510,429.00	\$629,166.65	23.26%
Professional Services	\$48,529.99	\$18,220.97	\$41,236.51	\$53,220.00	\$21,721.00	-59.19%
Services/Supplies	\$52,266.39	\$81,544.18	\$60,686.34	\$87,757.75	\$102,895.00	17.25%
Utilities	\$5,215.42	\$5,524.31	\$4,083.72	\$5,480.00	\$6,424.00	17.23%
Capital Expenses/ Projects	\$11,127.36	\$9,069.30	-	-	-	-
Total Expenditures	\$591,101.75	\$703,178.90	\$704,100.32	\$942,943.75	\$1,119,828.41	18.76%



Recreation Detail Budget

RECREATION & PARK DEVELOPMENT E		
Proposed Budger 2025-2026		
ACCOUNT NUMBER	DESCRIPTION	BUDGET
134.459.701.002		
Personnel Part time	Aquatics	145653
	Tot Time	34173
	Teen Center	33012
	Misc. Programs	10000
	Day Camps	11000
	Program Specialist PT	25476
		259314
134.459.000.701.003		
Personnel Overtime	staff overtime-unplanned	1200
134.459.000.702.030		
Maint. Operation Equip	Unplanned minor repairs	412
134.459.000.702.031		
Rents & Leases	Enterprise Lease	8000
	Equipment Rental	0
		8000
134.459.000.702.032		
Professional services	Rec Desk online Registration	5300
	fingerprint/physical fees	1236
	Merchant Credit Card fees	6000
	Misc. Expense	773
		13309
134.459.000.703.024		
Postage	Postage	265
134.459.000.703.025		
Office Expense	copy paper	3090
	general office supplies	
134.459.703.027		
Recreation Program Suppli	Supplies for camps, Teen Center, Tot Time	
	general supplies/minor equip.	12360
	swim team supplies	6500
		18860
134.459.703.033		
Special Event Expense	Supplies for Monthly Special Events	27000
	includes funding from Founders Day Carnival	
134.459.000.704.021		
Utilities	Utilities	1236



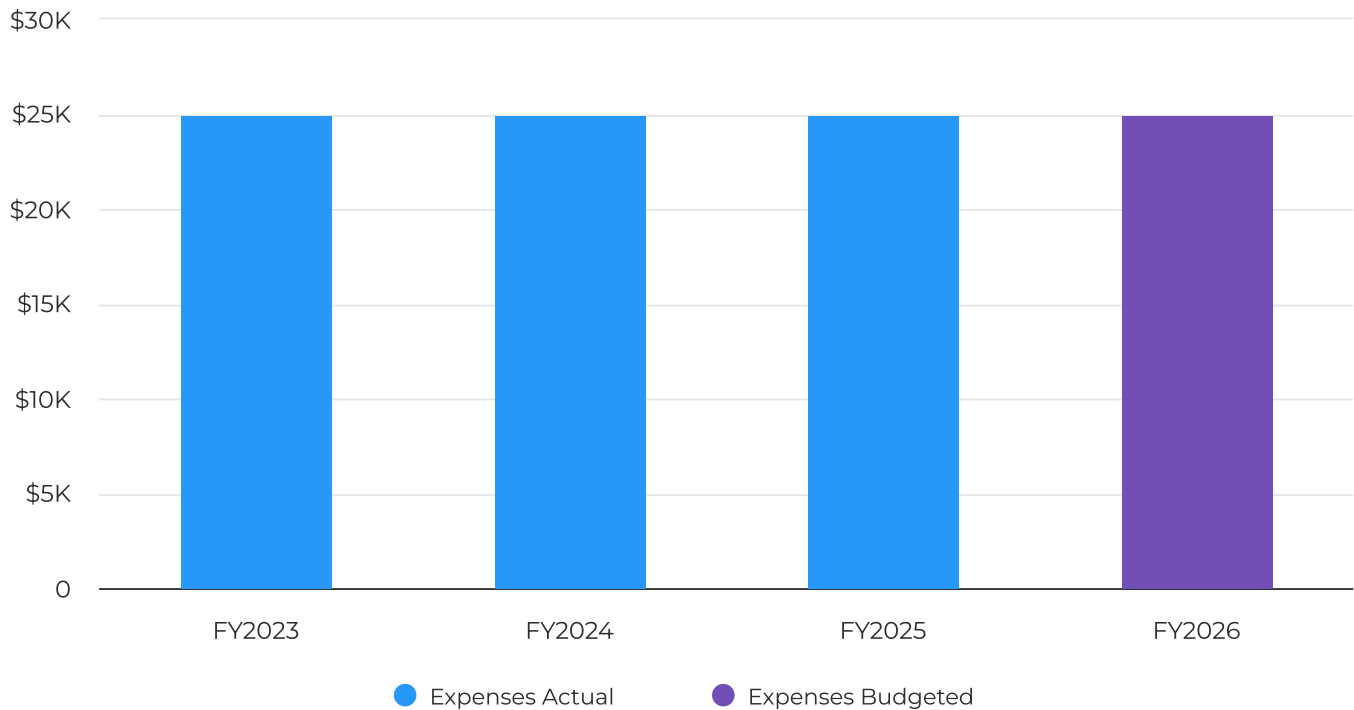
134.459.000.704.022			
Communication	AT&T, Phone Stipends		5188
134.459.000.706.023	Employee Recruitment		5000
Advertising	Public Notices		
134.459.000.706.027			
Boot & Jacket Allowance	Part time staff shirts		5500
	Inventor of uniforms for staff.		
	Part time Staff shirts, Hoodies, Lifeguard appa		
134.459.000.706.037	Memberships		6180
Conferences & Mtgs	2026 CPRS Conference Long Beach		
134.459.000.706.052	Utilites & Supplies		37000
Gym Expenses	Split with School District		
		Total Cost	\$391,554

Economic Development 101-439

Enhances the quality of life for businesses by promoting and facilitating quality development and private investment through partnerships with local organizations that provide resources and training to our small business community.

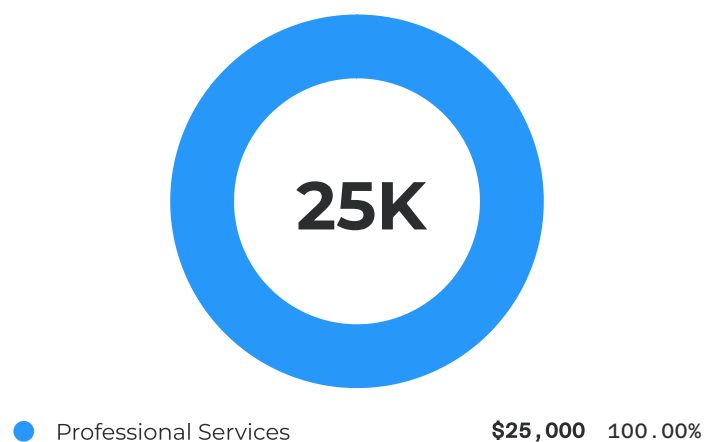
Expenditure Summary

Historical Expenditures Across Department



Expenditures by Object Summary

FY26 Expenditures by Object Summary



Expenditures Economic Development 101-439

Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	24-25 vs. 25-26 (%)
Professional Services	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	0.00%
Total Expenditures	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	0.00%

Economic Development Department Detail Budget

<u>ACCOUNT NUMBER</u>	<u>DESCRIPTION</u>	<u>BUDGET</u>
101-439.000-702.034		
Other Contract Services	Annual Investment	25,000
	Opportunity Stanislaus	
	**Final year 2026	

Gas Tax Fund 102

The State of California levies per-gallon excise taxes on gasoline and diesel fuel, as well as sales taxes on these fuels and registration fees on motor vehicles. Revenue from these taxes is designated for transportation-related purposes. The local city and county shares are distributed through the Highway Users Tax Account (HUTA) and the Road Maintenance and Rehabilitation Account (RMRA), which manages a significant portion of the funds generated by the Road Repair and Accountability Act of 2017 (commonly known as SBI).

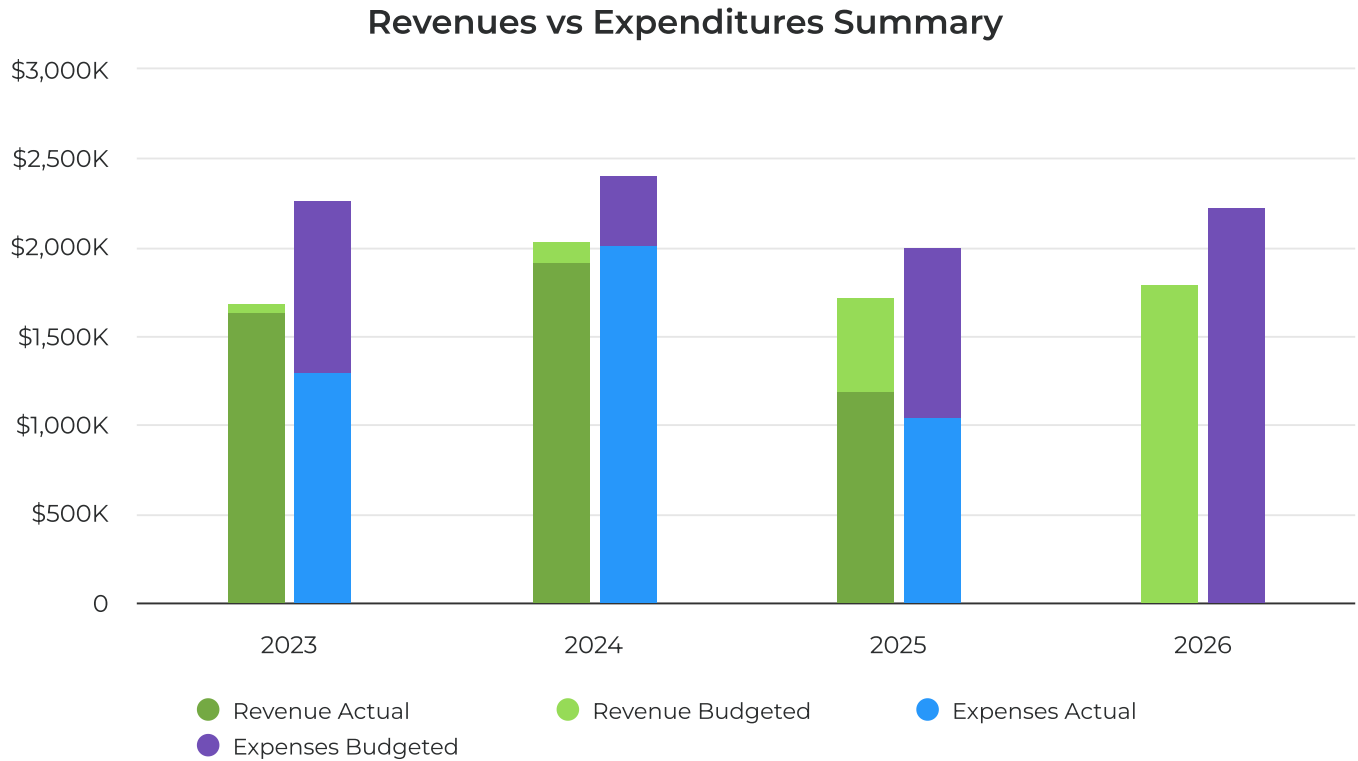
Gas Tax Fund Comprehensive Fund Summary

Comprehensive Fund Summary

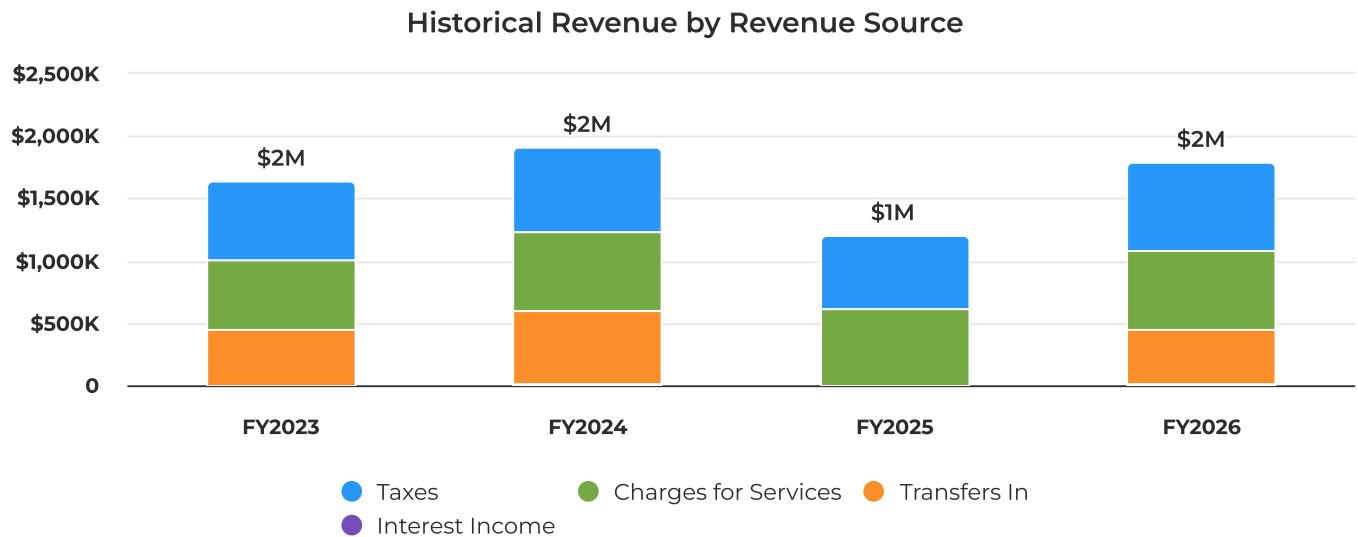
Category	FY 2023 Actual	FY 2024 Actual	2024-25 Budget	FY 2025 Actual	FY 2026 Budgeted
Beginning Fund Balance	\$202,078.00	\$504,474.00	\$408,837.00	\$408,837.00	\$995,845.00
Revenues					
Taxes	\$628,108.99	\$677,568.30	\$704,737.00	\$576,880.39	\$705,745.00
Charges for Services	\$551,703.85	\$634,229.17	\$635,742.00	\$619,429.53	\$635,583.00
Interest Income	\$4,564.20	\$8,311.87	\$5,750.00	\$2,464.30	\$8,000.00
Transfers In	\$452,662.72	\$597,624.82	\$370,529.00	-	\$441,731.00
Total Revenues	\$1,637,039.76	\$1,917,734.16	\$1,716,758.00	\$1,198,774.22	\$1,791,059.00
Expenditures					
Payroll Benefits	\$198,207.09	\$257,401.48	\$242,721.00	\$170,899.78	\$321,790.24
Salary	\$337,461.88	\$376,449.05	\$326,724.00	\$257,507.70	\$404,416.95
Professional Services	\$259,527.47	\$298,761.27	\$283,565.00	\$246,143.56	\$194,810.10
Services/Supplies	\$53,946.76	\$62,204.93	\$82,750.00	\$66,117.83	\$83,650.00
Utilities	\$129,697.70	\$135,051.84	\$141,000.00	\$127,609.25	\$151,500.00
Capital Expenses/Projects	\$234,831.97	\$781,572.17	\$932,078.00	\$178,766.57	\$1,071,406.00
Transfers Out	\$89,051.05	\$101,931.18	-	-	-
Total Expenditures	\$1,302,723.92	\$2,013,371.92	\$2,008,838.00	\$1,047,044.69	\$2,227,573.29
Total Revenues Less Expenditures	\$334,315.84	-\$95,637.76	-\$292,080.00	\$151,729.53	-\$436,514.29
Ending Fund Balance	\$536,393.84	\$408,836.24	\$116,757.00	\$560,566.53	\$559,330.71



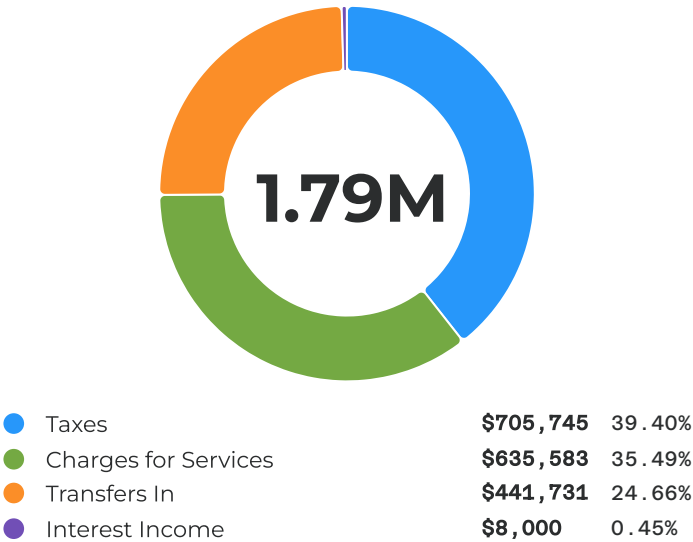
Gas Tax Fund Summary



Revenues by Revenue Source



FY26 Revenues by Revenue Source

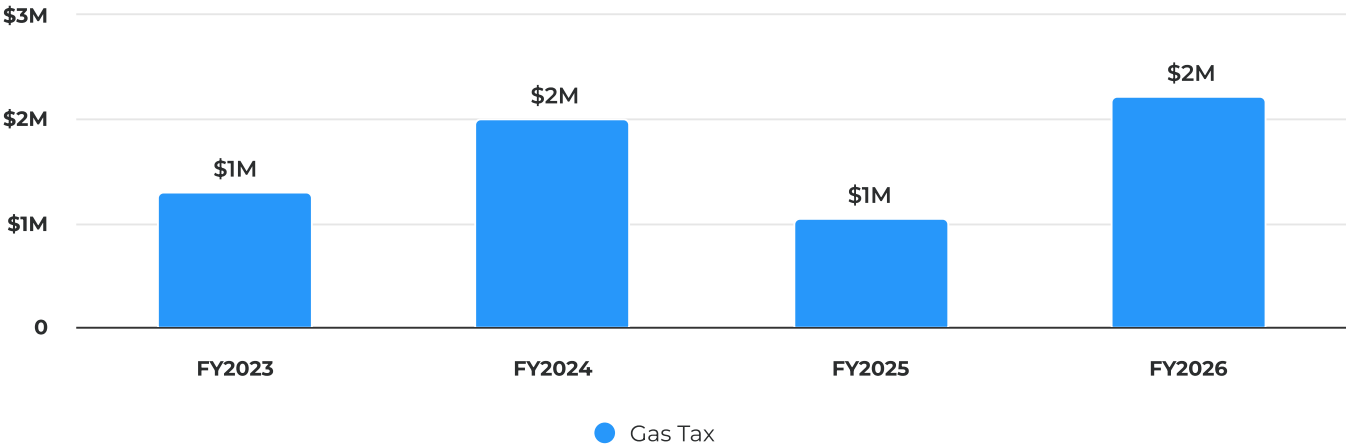


Revenues by Revenue Source

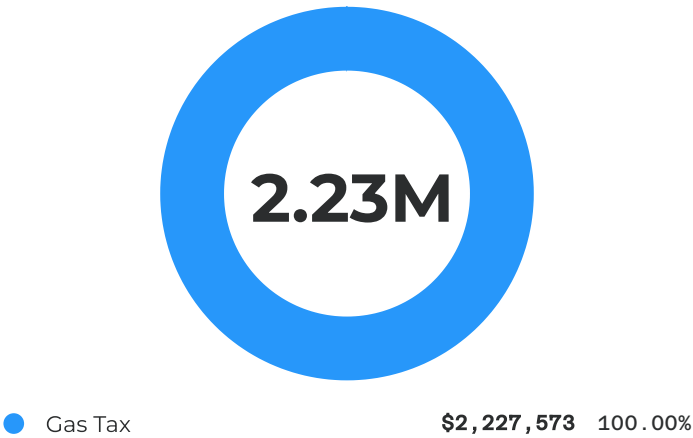
Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	24-25 vs. FY 25-26 Budget (%)
Taxes	\$628,108.99	\$677,568.30	\$576,880.39	\$704,737.00	\$705,745.00	0.14%
Charges for Services	\$551,703.85	\$634,229.17	\$619,429.53	\$635,742.00	\$635,583.00	-0.03%
Interest Income	\$4,564.20	\$8,311.87	\$2,464.30	\$5,750.00	\$8,000.00	39.13%
Transfers In	\$452,662.72	\$597,624.82	-	\$370,529.00	\$441,731.00	19.22%
Total Revenues	\$1,637,039.76	\$1,917,734.16	\$1,198,774.22	\$1,716,758.00	\$1,791,059.00	4.33%

Expenditures by Department

Historical Expenditures by Department



FY26 Expenditures by Department



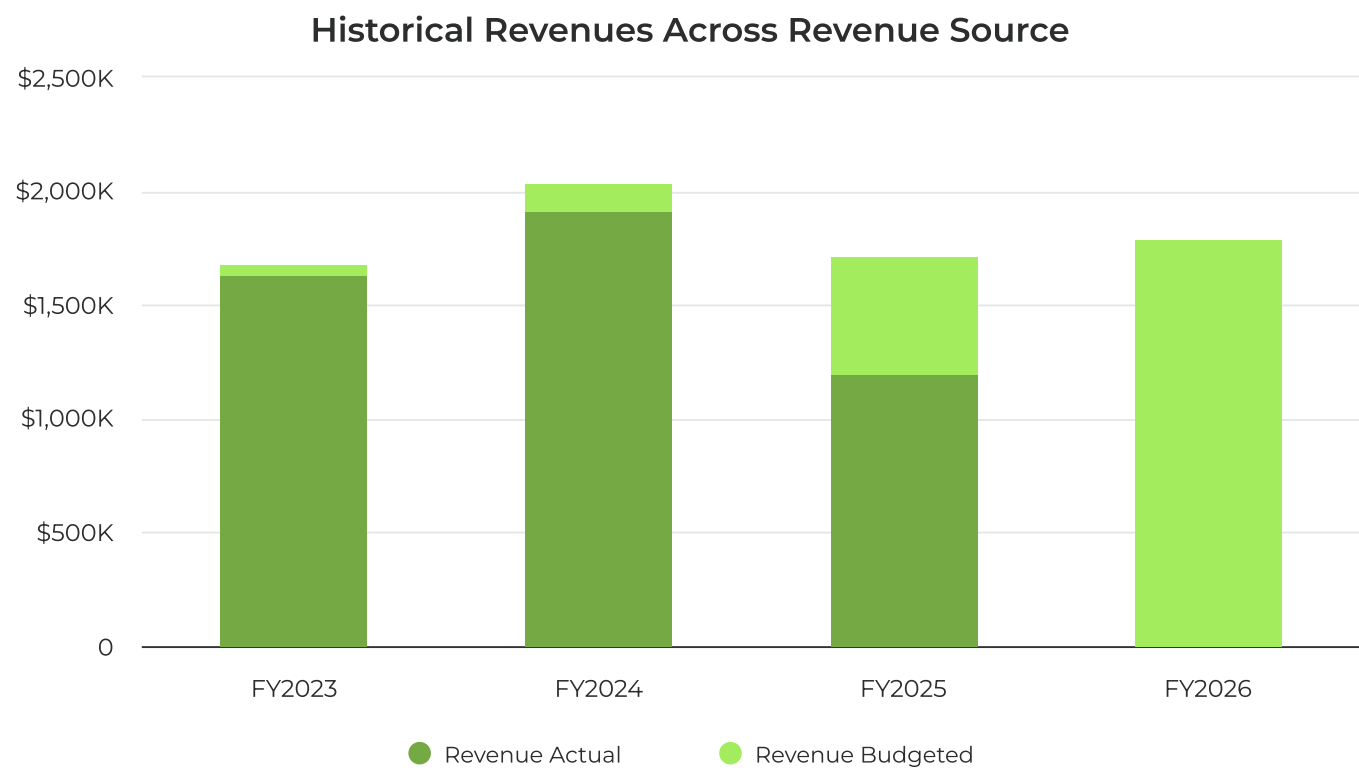
Expenditures by Department

Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	24-25 vs. FY 25-26 Budget (%)
Gas Tax	\$1,302,723.92	\$2,013,371.92	\$1,047,044.69	\$2,008,838.00	\$2,227,573.29	10.89%
Total Expenditures	\$1,302,723.92	\$2,013,371.92	\$1,047,044.69	\$2,008,838.00	\$2,227,573.29	10.89%

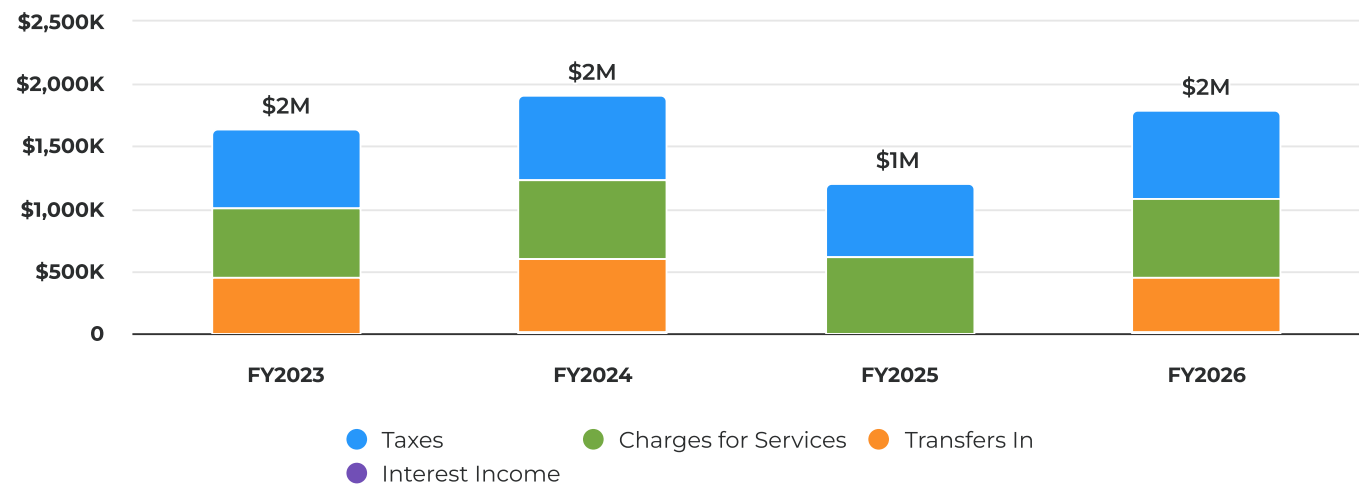


Gas Tax Fund Revenue

Revenue Summary



Revenues by Revenue Source



Revenues by Revenue Source

Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	FY 24-25 vs 25-26 %
Taxes						
STATE GAS TAX 2106	\$87,226	\$92,669	\$79,201	\$95,527	\$95,883	0.37%



Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	FY 24-25 vs 25-26 %
STATE GAS TAX 2107	\$192,464	\$203,718	\$168,063	\$213,562	\$215,514	0.91%
STATE GAS TAX 2107.5	\$5,000	\$5,000	\$6,000	\$5,000	\$5,000	0.00%
STATE GAS TAX 2105	\$141,223	\$150,503	\$128,145	\$156,601	\$157,949	0.86%
STATE GAS TAX 2103	\$202,196	\$225,678	\$195,472	\$234,047	\$231,399	-1.13%
Total Taxes	\$628,109	\$677,568	\$576,880	\$704,737	\$705,745	0.14%
Charges for Services						
STREET SWEEPING	\$2,080	\$6,239	\$4,159	\$4,200	\$4,200	0.00%
SBI-RMRA REVENUE	\$542,990	\$625,666	\$615,271	\$631,542	\$631,383	-0.03%
MEASURE L SALARY REIMBURSEMENT	\$6,634	\$0	\$0	\$0	\$0	
MISCELLANEOUS REVENUES	\$0	\$2,325	\$0	\$0	\$0	
Total Charges for Services	\$551,704	\$634,229	\$619,430	\$635,742	\$635,583	-0.03%
Interest Income						
INTEREST INCOME	\$4,564	\$8,312	\$2,464	\$5,750	\$8,000	39.13%
Total Interest Income	\$4,564	\$8,312	\$2,464	\$5,750	\$8,000	39.13%
Transfers In						
TRANSFERS IN	\$452,663	\$597,625	\$0	\$370,529	\$441,731	19.22%
Total Transfers In	\$452,663	\$597,625	\$0	\$370,529	\$441,731	19.22%
Total Revenues	\$1,637,040	\$1,917,734	\$1,198,774	\$1,716,758	\$1,791,059	4.33%



Gas Tax Fund 102-418

The State of California collects several taxes related to transportation, including per-gallon excise taxes on gasoline and diesel fuel, sales taxes on fuel, and motor vehicle registration fees. These revenues are specifically designated for transportation-related purposes and are allocated to both state and local governments.

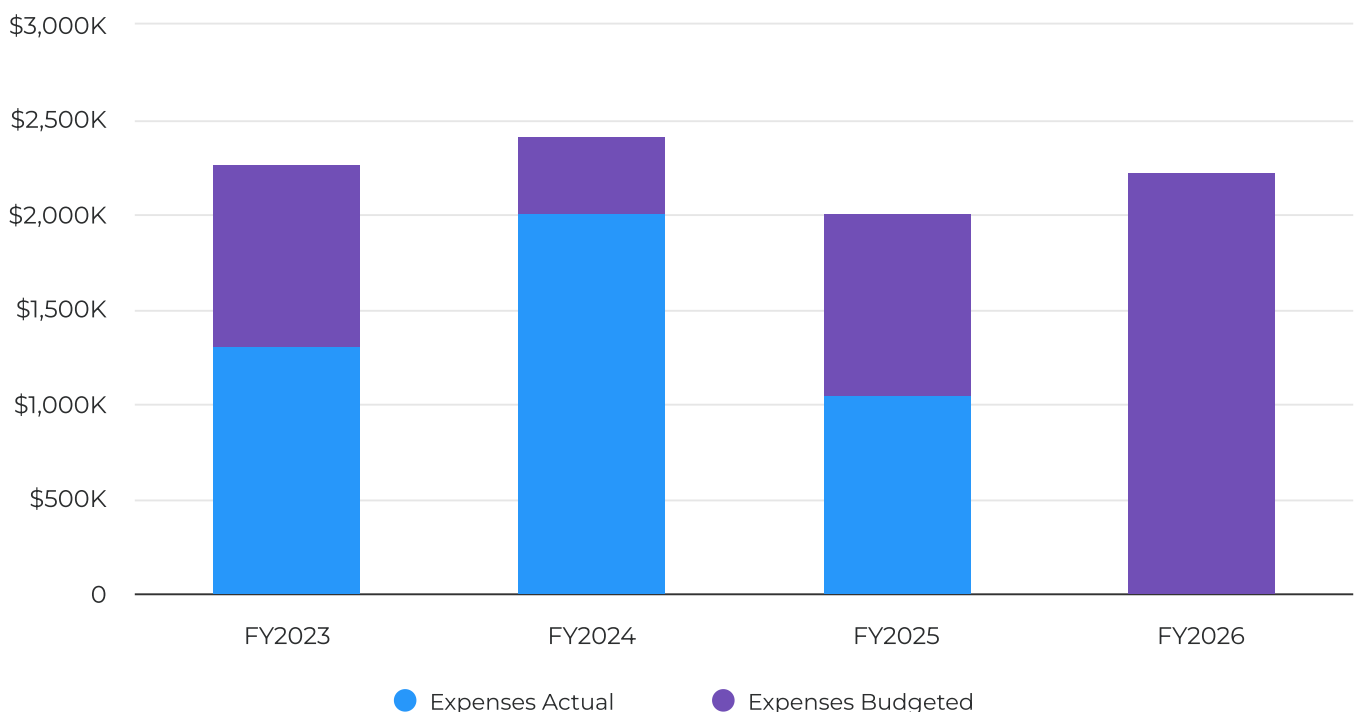
Two primary funding mechanisms for local jurisdictions (cities and counties) are:

1. **Highway Users Tax Account (HUTA)** – This account receives a portion of the state fuel excise taxes and distributes funds to cities and counties for the construction, maintenance, and operation of public streets and roads. HUTA allocations are formula-based and are intended to support the basic transportation infrastructure needs of local governments.
2. **Road Maintenance and Rehabilitation Account (RMRA)** – Established by the Road Repair and Accountability Act of 2017 (Senate Bill 1 or SB 1), RMRA provides additional revenues from increased fuel taxes, vehicle registration fees, and other sources. These funds are specifically dedicated to addressing deferred maintenance on local streets and roads, improving safety, and supporting other transportation-related projects.

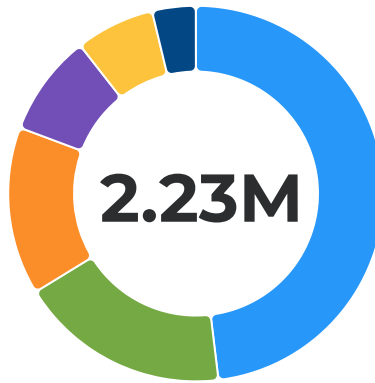
The purpose of these funds is to ensure sustainable, accountable investments in California's transportation infrastructure, promoting safe and reliable travel, reducing congestion, and supporting the state's economy.

Expenditure Summary

Historical Expenditures Across Department



FY26 Expenditures by Object Summary



Capital Expenses/ Projects	\$1,071,406	48.10%
Salary	\$404,417	18.16%
Payroll Benefits	\$321,790	14.45%
Professional Services	\$194,810	8.75%
Utilities	\$151,500	6.80%
Services/ Supplies	\$83,650	3.76%

Expenditures Gas Tax 102-418

Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	24-25 vs 25-26 (%)
Payroll Benefits	\$198,207.09	\$257,401.48	\$170,899.78	\$242,721.00	\$321,790.24	32.58%
Salary	\$337,461.88	\$376,449.05	\$257,507.70	\$326,724.00	\$404,416.95	23.78%
Professional Services	\$259,527.47	\$298,761.27	\$246,143.56	\$283,565.00	\$194,810.10	-31.30%
Services/ Supplies	\$53,946.76	\$62,204.93	\$66,117.83	\$82,750.00	\$83,650.00	1.09%
Utilities	\$129,697.70	\$135,051.84	\$127,609.25	\$141,000.00	\$151,500.00	7.45%
Capital Expenses/ Projects	\$234,831.97	\$781,572.17	\$178,766.57	\$932,078.00	\$1,071,406.00	14.95%
Transfers Out	\$89,051.05	\$101,931.18	-	-	-	-
Total Expenditures	\$1,302,723.92	\$2,013,371.92	\$1,047,044.69	\$2,008,838.00	\$2,227,573.29	10.89%



Gas Tax Fund Detail Budget

Department 102-418: Gas Tax			
702.03	Maintenance of Operations Equipment		70,000
	Road Maintenance/Repairs		
702.031	Rents & Leases		75,810
	Enterprise Lease	20,500	
	Fleet Department Subsidy	55,310	
702.032	Professional/Special Services		21,000
	State Permit/Fees	10,000	
	Pump Repairs	4,650	
	Bay Alarm	5,300	
	Charter	1,050	
702.034	Other Contract Services		3,000
702.035	Engineering		5,000
702.036	Street Sweeping Contract		10,000
702.037	Street Light Repair		10,000
703.028	Small Tools		2,000
703.062	Street Signs/Stripping		50,000
	Street Signs	20,000	
	Stripping	30,000	
704.021	Utilities		150,000
	MID	600	
	PG&E	144,400	
	Dept. of Transportation	5,000	
704.022	Communications		1,500
706.026	Miscellaneous Expense		3,000
	Computer/Repairs	2,800	
	Radio Repairs	100	
	Tools	100	
706.027	Boot & Jackets		2,900
706.029	Maintenance/Bldgs/Structures		15,000
	Asphalt Maintenance/Parts	8,000	
	Signals Battery System Backups	4,000	
	Other Maintenance	3,000	
706.036	Memberships, Dues, Books, Etc.		2,500
	811	100	
	CWEA	100	



	Books for Certification	2,000	
	APWA	200	
	Pesticide Regulations	100	
706.037	Conference & Meetings		750
706.038	Staff Development		1,500
	Training Classes/Certifications	650	
	CWEA	100	
	APWA	750	
706.050	Safety Equipment		2,500
706.073	Uniform & Rags		3,500
	Total Cost:		429,960

Sewer Enterprise Funds

The General Fund serves as the City's primary operating fund. It is used to account for all financial resources that are not specifically required to be recorded in a separate fund.

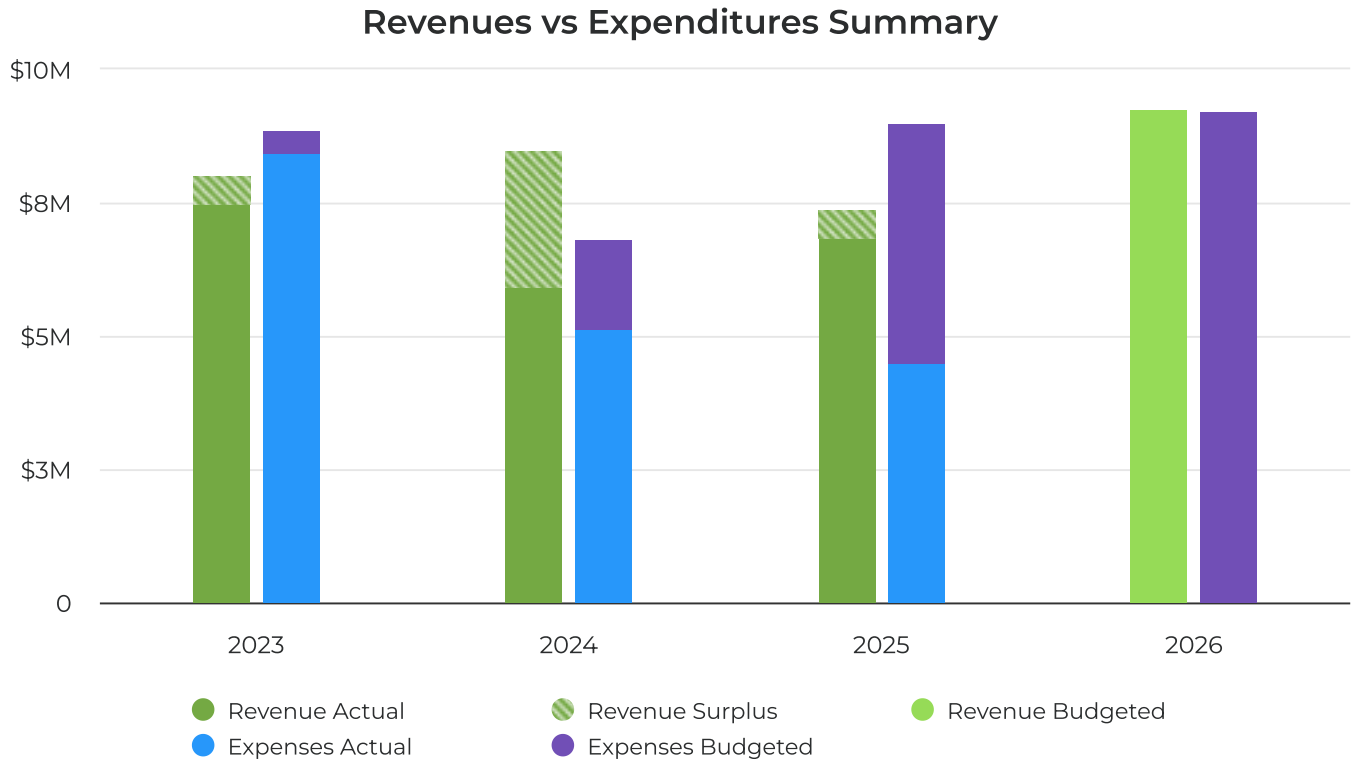
Sewer Enterprise Funds Comprehensive Fund Summary

Comprehensive Fund Summary

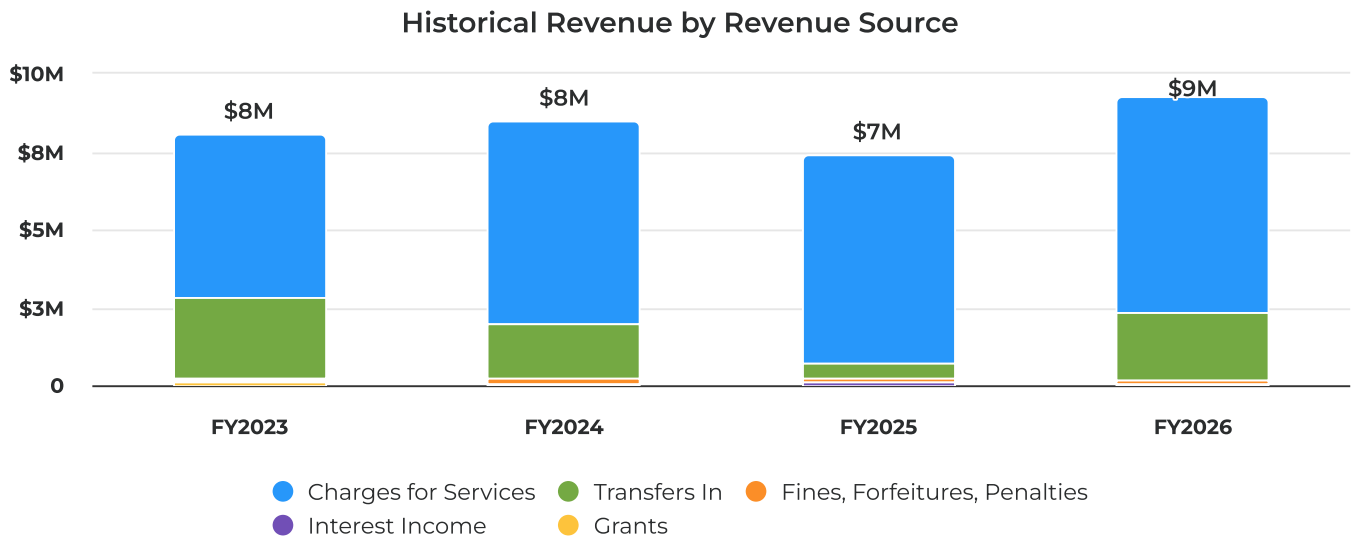
Category	FY 2023 Actual	FY 2024 Actual	2024-25 Budget	FY 2025 Actual	FY 2026 Budgeted
Beginning Fund Balance	\$9,434,981.00	\$9,974,707.00	\$11,238,764.70	\$11,238,764.70	\$14,236,156.00
Revenues					
Grants	\$132,469.00	-	-	-	-
Charges for Services	\$5,226,162.91	\$6,476,304.03	\$6,086,350.00	\$6,667,691.97	\$6,904,400.00
Fines, Forfeitures, Penalties	\$92,915.75	\$160,605.78	\$111,000.00	\$104,716.62	\$100,000.00
Interest Income	\$37,578.12	\$52,877.96	\$44,000.00	\$123,331.08	\$75,500.00
Transfers In	\$2,553,662.37	\$1,801,000.33	\$632,592.00	\$511,899.24	\$2,176,277.00
Total Revenues	\$8,042,788.15	\$8,490,788.10	\$6,873,942.00	\$7,407,638.91	\$9,256,177.00
Expenditures					
Payroll Benefits	\$245,129.51	\$383,283.84	\$794,084.00	\$563,446.68	\$947,781.24
Salary	\$435,036.89	\$536,337.67	\$1,126,244.00	\$974,891.22	\$1,265,432.54
Professional Services	\$974,121.77	\$606,440.03	\$971,618.00	\$927,308.75	\$1,010,100.17
Services/Supplies	\$361,931.30	\$939,672.63	\$764,367.00	\$349,387.13	\$873,528.50
Utilities	\$251,299.09	\$289,687.10	\$288,502.00	\$300,494.77	\$306,107.00
Capital Expenses/Projects	\$2,734,404.97	-\$79,898.75	\$4,197,040.00	\$891,009.07	\$2,754,345.00
Transfers Out	\$3,458,631.65	\$2,462,554.17	\$854,646.61	\$511,899.24	\$2,076,846.50
Total Expenditures	\$8,460,555.18	\$5,138,076.69	\$8,996,501.61	\$4,518,436.86	\$9,234,140.94
Total Revenues Less Expenditures	-\$417,767.03	\$3,352,711.41	-\$2,122,559.61	\$2,889,202.05	\$22,036.06
Ending Fund Balance	\$9,017,213.97	\$13,327,418.41	\$9,116,205.09	\$14,127,966.75	\$14,258,192.06



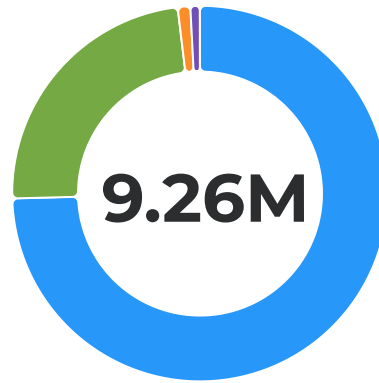
Sewer Enterprise Funds Summary



Revenues by Revenue Source



FY26 Revenues by Revenue Source



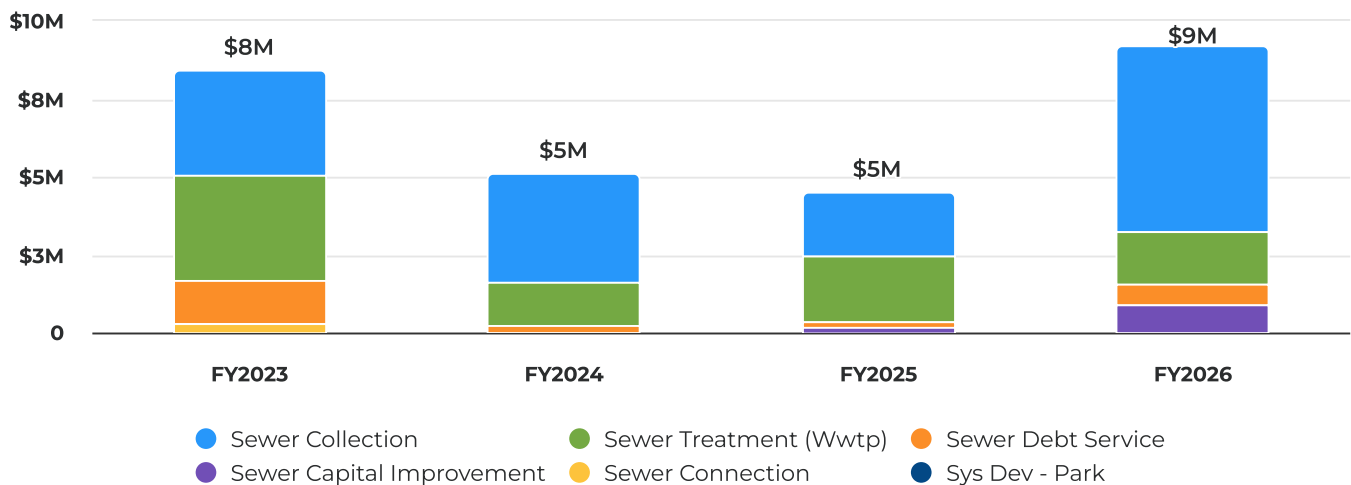
Charges for Services	\$6,904,400	74.59%
Transfers In	\$2,176,277	23.51%
Fines, Forfeitures, Penalties	\$100,000	1.08%
Interest Income	\$75,500	0.82%

Revenues by Revenue Source

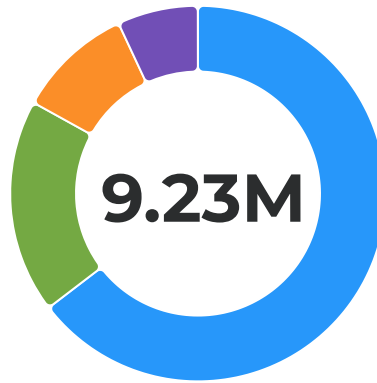
Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	24-25 vs. FY 25-26 Budget (%)
Grants	\$132,469.00	-	-	-	-	-
Charges for Services	\$5,226,162.91	\$6,476,304.03	\$6,667,691.97	\$6,086,350.00	\$6,904,400.00	13.44%
Fines, Forfeitures, Penalties	\$92,915.75	\$160,605.78	\$104,716.62	\$111,000.00	\$100,000.00	-9.91%
Interest Income	\$37,578.12	\$52,877.96	\$123,331.08	\$44,000.00	\$75,500.00	71.59%
Transfers In	\$2,553,662.37	\$1,801,000.33	\$511,899.24	\$632,592.00	\$2,176,277.00	244.03%
Total Revenues	\$8,042,788.15	\$8,490,788.10	\$7,407,638.91	\$6,873,942.00	\$9,256,177.00	34.66%

Expenditures by Department

Historical Expenditures by Department



FY26 Expenditures by Department



● Sewer Collection	\$5,967,239	64.62%
● Sewer Treatment (Wwtp)	\$1,700,885	18.42%
● Sewer Capital Improvement	\$925,000	10.02%
● Sewer Debt Service	\$641,017	6.94%

Expenditures by Department

Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	24-25 vs. FY 25-26 Budget (%)
Sewer Debt Service	\$1,407,022.73	\$237,961.46	\$209,289.38	\$542,392.00	\$641,017.00	18.18%
Sewer Capital Improvement	\$24,399.00	\$6,192.70	\$168,473.16	\$925,000.00	\$925,000.00	0.00%
Sewer Connection	\$273,686.62	-	-	-	-	-
Sys Dev - Park	\$1,190.00	-	-	-	-	-
Sewer Collection	\$3,389,286.37	\$3,496,271.10	\$2,043,591.71	\$3,613,826.61	\$5,967,239.36	65.12%
Sewer Treatment (Wwtp)	\$3,364,970.46	\$1,397,651.43	\$2,097,082.61	\$3,915,283.00	\$1,700,884.59	-56.56%
Total Expenditures	\$8,460,555.18	\$5,138,076.69	\$4,518,436.86	\$8,996,501.61	\$9,234,140.94	2.64%

Sewer Operating Fund 106

The General Fund serves as the City's primary operating fund. It is used to account for all financial resources that are not specifically required to be recorded in a separate fund.

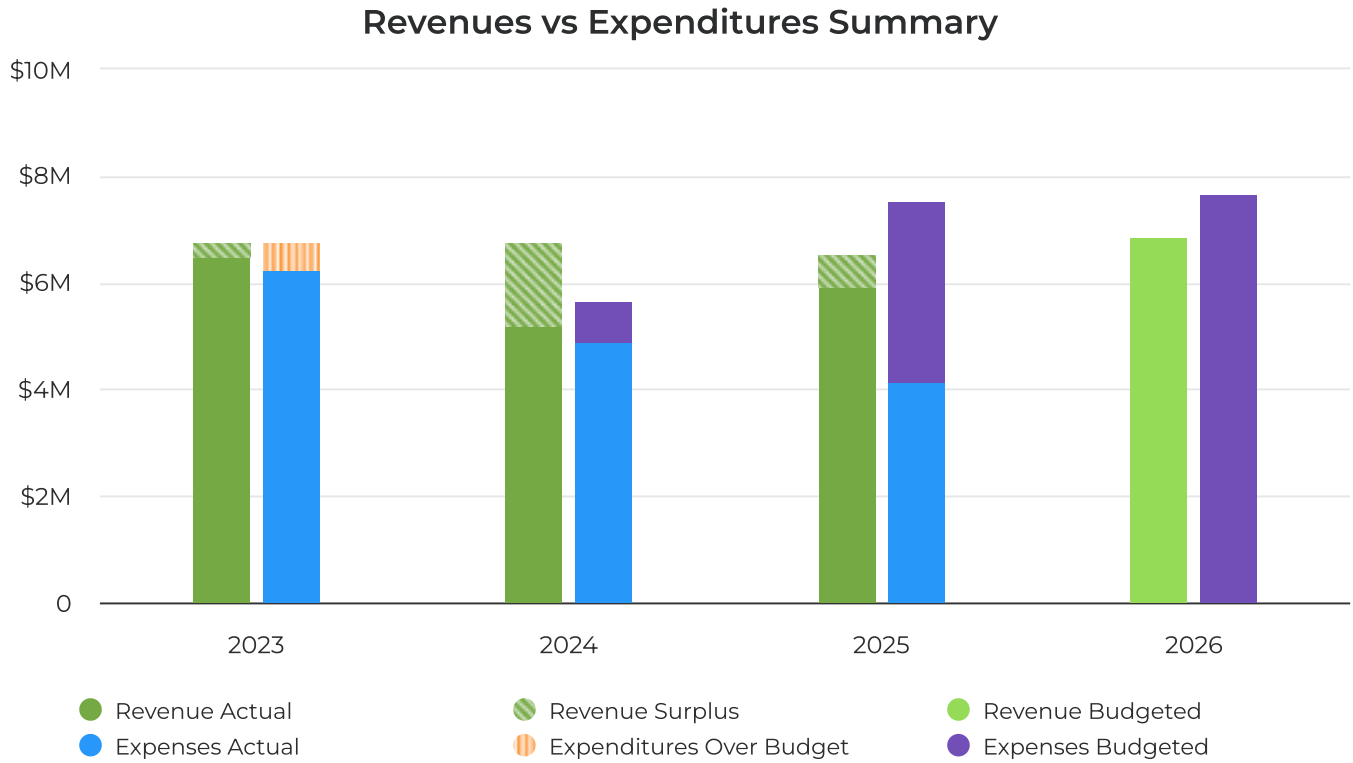
Sewer Operating Fund Comprehensive Fund Summary

Comprehensive Fund Summary

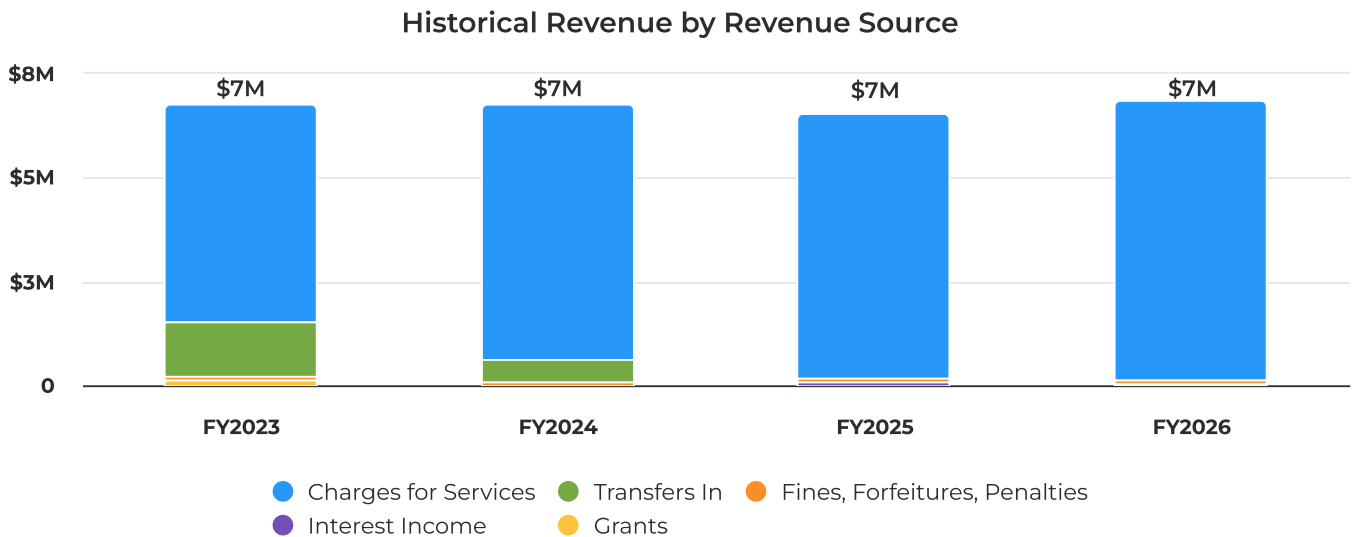
Category	FY 2023 Actual	FY 2024 Actual	2024-25 Budget	FY 2025 Actual	FY 2026 Budgeted
Beginning Fund Balance	\$8,875,982.00	\$8,883,444.00	\$9,654,422.00	\$9,654,422.00	\$9,751,709.00
Revenues					
Grants	\$132,469.00	-	-	-	-
Charges for Services	\$5,217,346.23	\$6,151,285.59	\$5,876,350.00	\$6,393,399.52	\$6,754,400.00
Fines, Forfeitures, Penalties	\$61,635.75	\$60,185.78	\$50,000.00	\$57,766.62	\$60,000.00
Interest Income	\$15,108.56	\$21,237.80	\$33,000.00	\$101,799.64	\$55,000.00
Transfers In	\$1,335,159.61	\$538,212.05	-	-	-
Total Revenues	\$6,761,719.15	\$6,770,921.22	\$5,959,350.00	\$6,552,965.78	\$6,869,400.00
Expenditures					
Payroll Benefits	\$245,129.51	\$383,283.84	\$794,084.00	\$563,446.68	\$947,781.24
Salary	\$435,036.89	\$536,337.67	\$1,126,244.00	\$974,891.22	\$1,265,432.54
Professional Services	\$974,121.77	\$606,440.03	\$971,618.00	\$758,835.59	\$1,010,100.17
Services/Supplies	\$156,056.20	\$701,711.17	\$221,975.00	\$140,097.75	\$232,511.50
Utilities	\$251,299.09	\$289,687.10	\$288,502.00	\$300,494.77	\$306,107.00
Capital Expenses/Projects	\$2,435,129.35	-\$86,091.45	\$3,272,040.00	\$891,009.07	\$1,829,345.00
Transfers Out	\$2,257,484.02	\$2,462,554.17	\$854,646.61	\$511,899.24	\$2,076,846.50
Total Expenditures	\$6,754,256.83	\$4,893,922.53	\$7,529,109.61	\$4,140,674.32	\$7,668,123.94
Total Revenues Less Expenditures	\$7,462.32	\$1,876,998.69	-\$1,569,759.61	\$2,412,291.46	-\$798,723.94
Ending Fund Balance	\$8,883,444.32	\$10,760,442.69	\$8,084,662.39	\$12,066,713.46	\$8,952,985.06



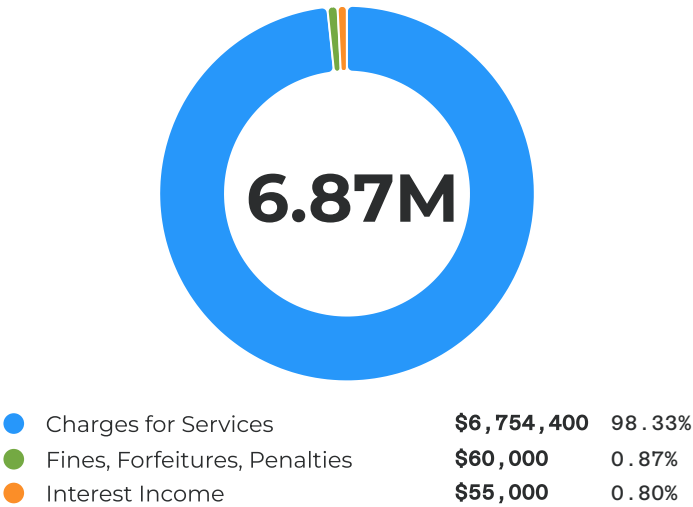
Sewer Operating Fund Summary



Revenues by Revenue Source



FY26 Revenues by Revenue Source

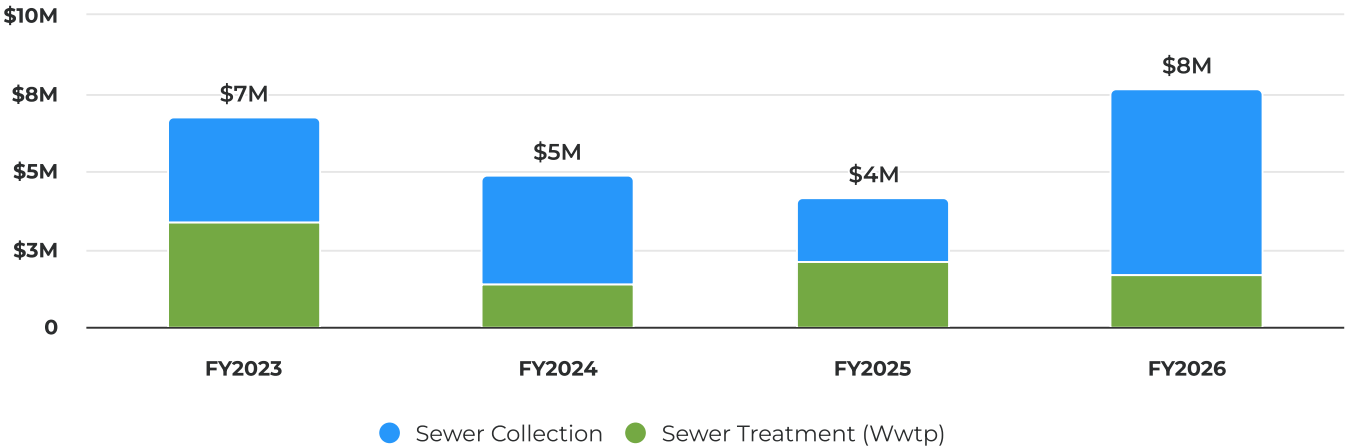


Revenues by Revenue Source

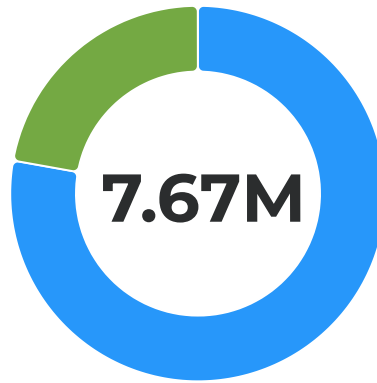
Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	24-25 vs. FY 25-26 Budget (%)
Grants	\$132,469.00	-	-	-	-	-
Charges for Services	\$5,217,346.23	\$6,151,285.59	\$6,393,399.52	\$5,876,350.00	\$6,754,400.00	14.94%
Fines, Forfeitures, Penalties	\$61,635.75	\$60,185.78	\$57,766.62	\$50,000.00	\$60,000.00	20.00%
Interest Income	\$15,108.56	\$21,237.80	\$101,799.64	\$33,000.00	\$55,000.00	66.67%
Transfers In	\$1,335,159.61	\$538,212.05	-	-	-	-
Total Revenues	\$6,761,719.15	\$6,770,921.22	\$6,552,965.78	\$5,959,350.00	\$6,869,400.00	15.27%

Expenditures by Department

Historical Expenditures by Department



FY26 Expenditures by Department



● Sewer Collection	\$5,967,239	77.82%
● Sewer Treatment (Wwtp)	\$1,700,885	22.18%

Expenditures by Department

Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	24-25 vs. FY 25-26 Budget (%)
Sewer Collection	\$3,389,286.37	\$3,496,271.10	\$2,043,591.71	\$3,613,826.61	\$5,967,239.36	65.12%
Sewer Treatment (Wwtp)	\$3,364,970.46	\$1,397,651.43	\$2,097,082.61	\$3,915,283.00	\$1,700,884.59	-56.56%
Total Expenditures	\$6,754,256.83	\$4,893,922.53	\$4,140,674.32	\$7,529,109.61	\$7,668,123.94	1.85%

Sewer Debt Service Fund 107

The General Fund serves as the City's primary operating fund. It is used to account for all financial resources that are not specifically required to be recorded in a separate fund.

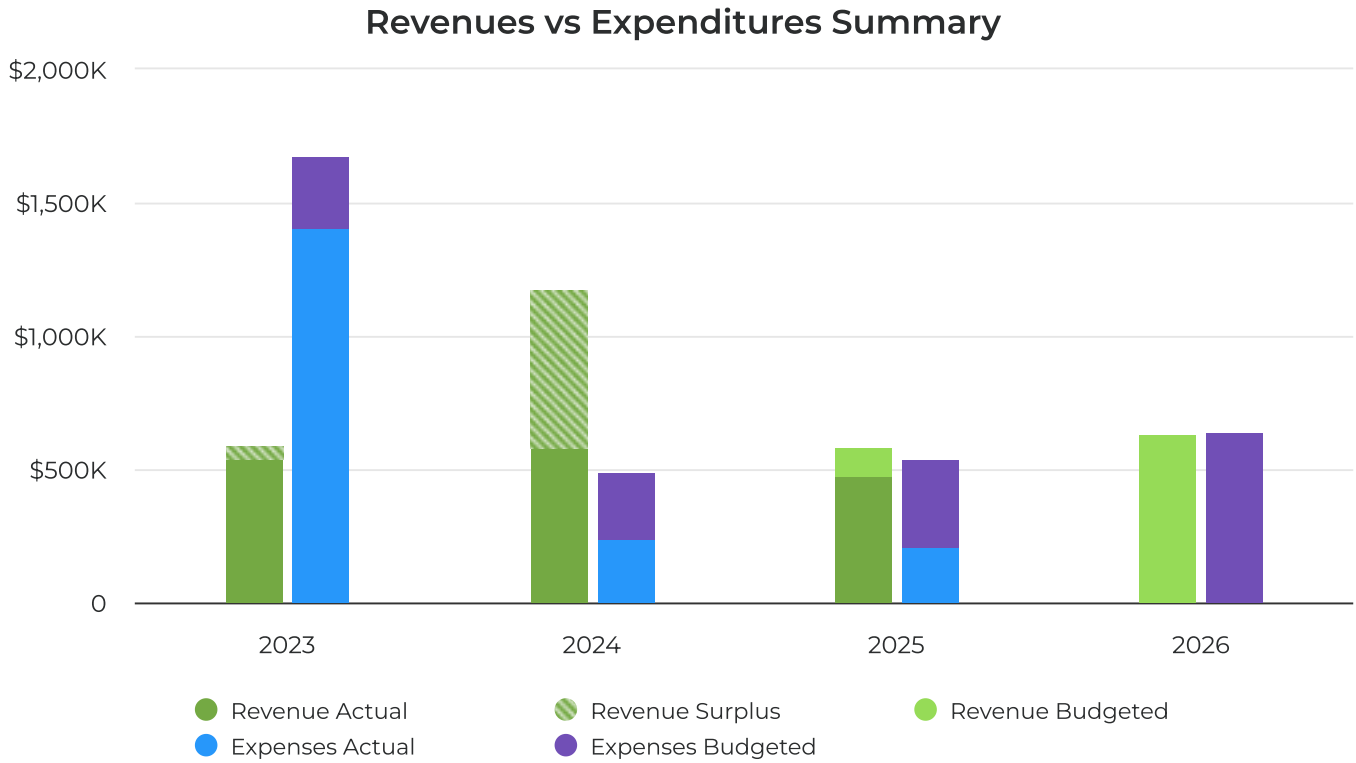
Sewer Debt Service Fund Comprehensive Fund Summary

Comprehensive Fund Summary

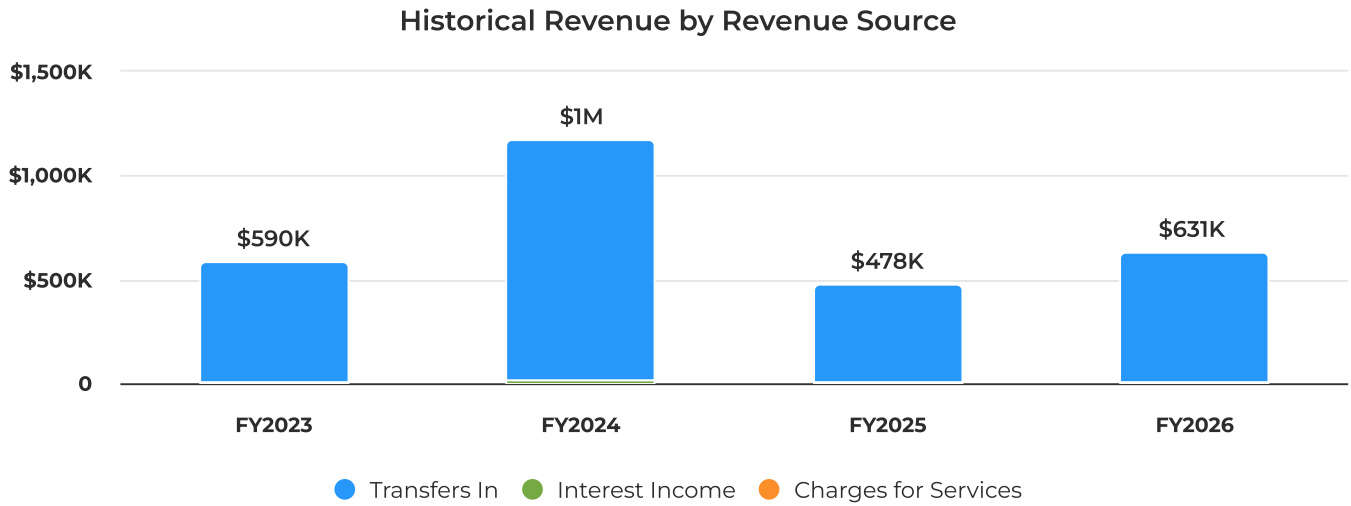
Category	FY 2023 Actual	FY 2024 Actual	2024-25 Budget	FY 2025 Actual	FY 2026 Budgeted
Beginning Fund Balance	\$355,331.00	\$496,130.00	\$431,373.00	\$431,373.00	\$398,884.00
Revenues					
Charges for Services	\$400.00	-	-	-	-
Interest Income	\$11,931.48	\$15,382.89	\$4,000.00	\$8,392.22	\$7,500.00
Transfers In	\$577,996.80	\$1,157,822.40	\$579,992.00	\$469,363.20	\$623,677.00
Total Revenues	\$590,328.28	\$1,173,205.29	\$583,992.00	\$477,755.42	\$631,177.00
Expenditures					
Services/ Supplies	\$205,875.10	\$237,961.46	\$542,392.00	\$209,289.38	\$641,017.00
Transfers Out	\$1,201,147.63	-	-	-	-
Total Expenditures	\$1,407,022.73	\$237,961.46	\$542,392.00	\$209,289.38	\$641,017.00
Total Revenues Less Expenditures	-\$816,694.45	\$935,243.83	\$41,600.00	\$268,466.04	-\$9,840.00
Ending Fund Balance	-\$461,363.45	\$1,431,373.83	\$472,973.00	\$699,839.04	\$389,044.00



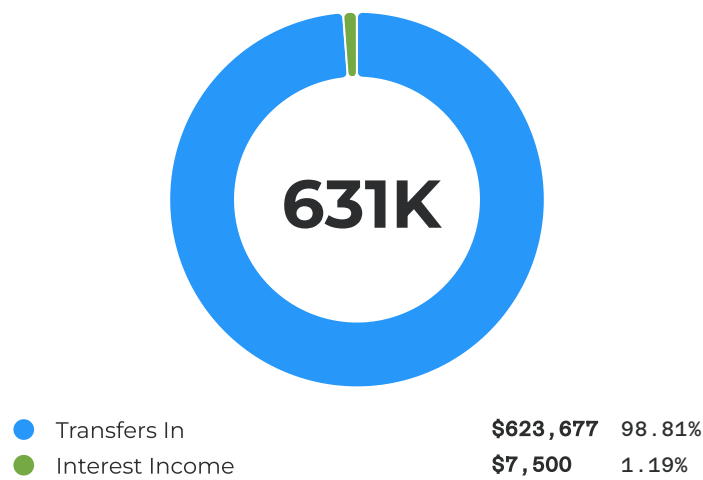
Sewer Debt Service Fund Summary



Revenues by Revenue Source



FY26 Revenues by Revenue Source

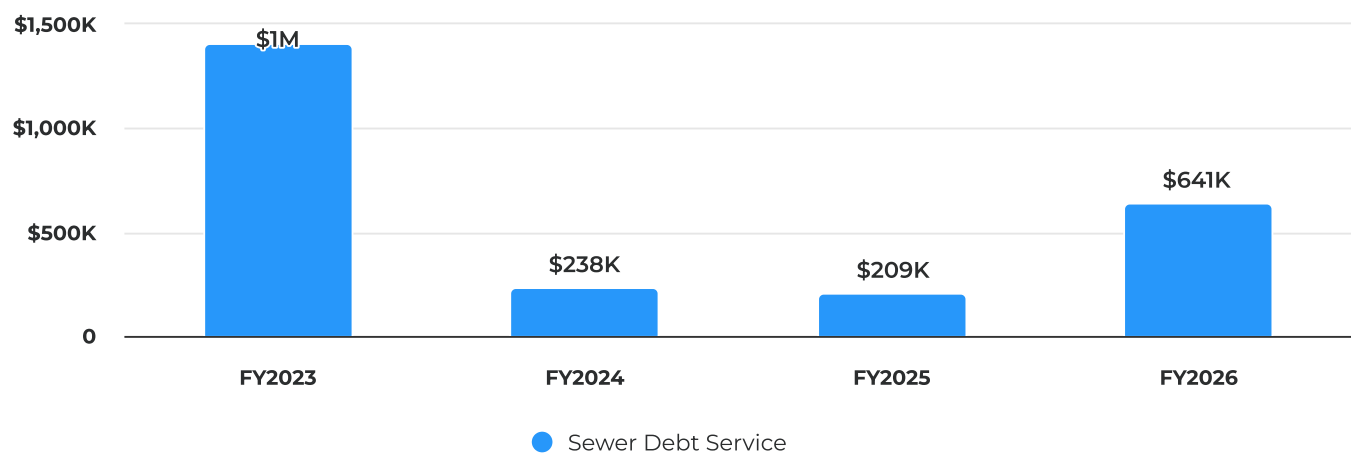


Revenues by Revenue Source

Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	24-25 vs. FY 25-26 Budget (%)
Charges for Services	\$400.00	-	-	-	-	-
Interest Income	\$11,931.48	\$15,382.89	\$8,392.22	\$4,000.00	\$7,500.00	87.50%
Transfers In	\$577,996.80	\$1,157,822.40	\$469,363.20	\$579,992.00	\$623,677.00	7.53%
Total Revenues	\$590,328.28	\$1,173,205.29	\$477,755.42	\$583,992.00	\$631,177.00	8.08%

Expenditures by Department

Historical Expenditures by Department



FY26 Expenditures by Department



● Sewer Debt Service \$641,017 100.00%

Expenditures by Department

Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	24-25 vs. FY 25-26 Budget (%)
Sewer Debt Service	\$1,407,022.73	\$237,961.46	\$209,289.38	\$542,392.00	\$641,017.00	18.18%
Total Expenditures	\$1,407,022.73	\$237,961.46	\$209,289.38	\$542,392.00	\$641,017.00	18.18%



Sewer Capital Improvement Fund 108

The General Fund serves as the City's primary operating fund. It is used to account for all financial resources that are not specifically required to be recorded in a separate fund.

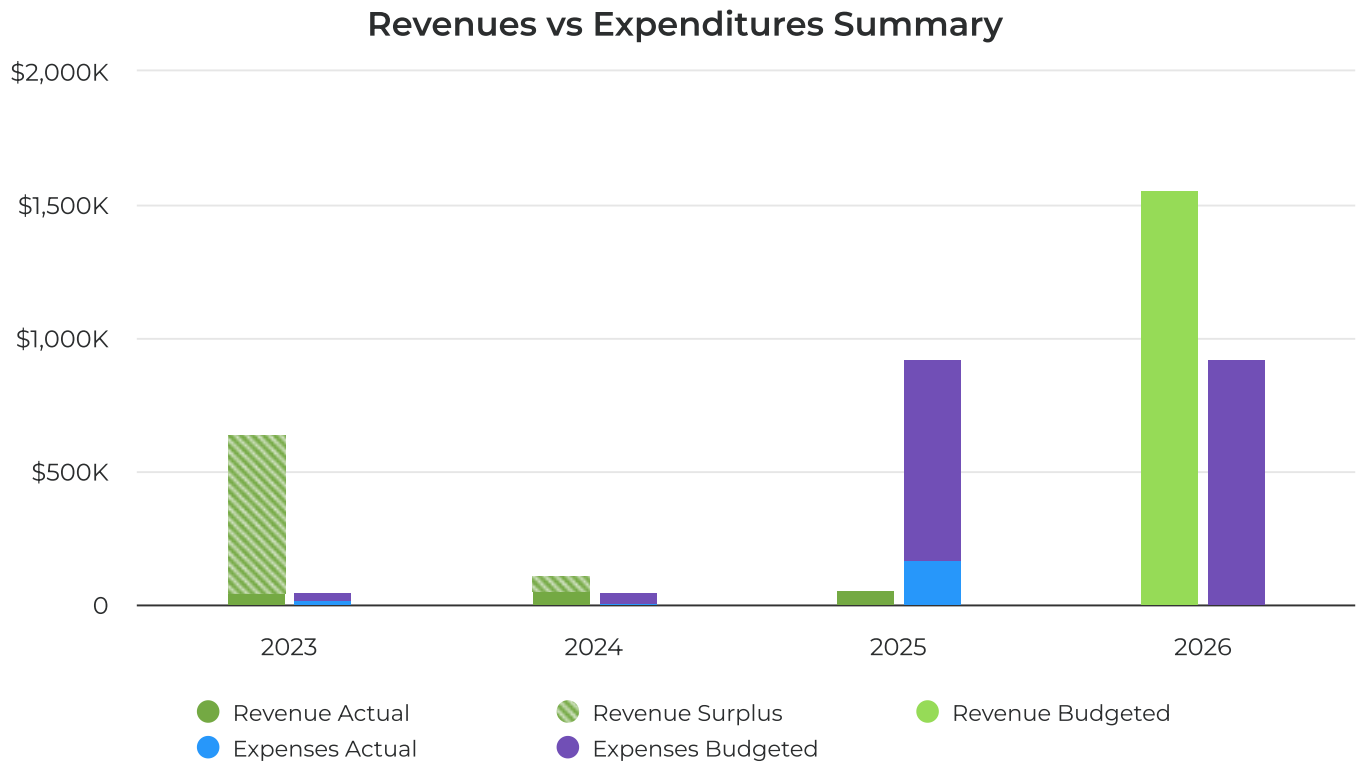
Sewer Capital Improvement Fund Comprehensive Fund Summary

Comprehensive Fund Summary

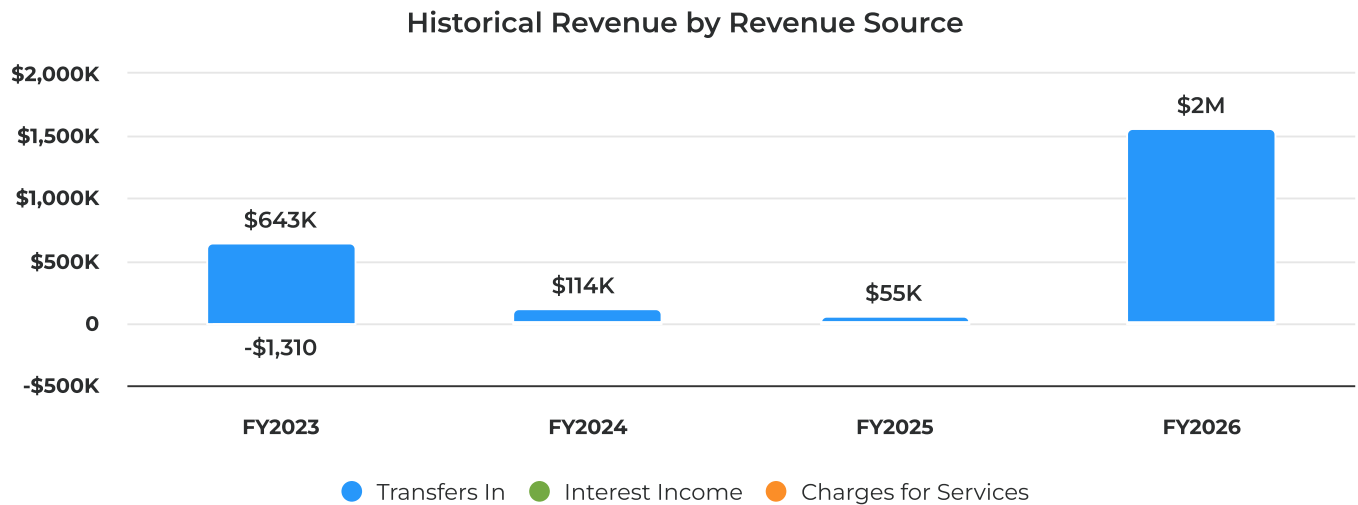
Category	FY 2023 Actual	FY 2024 Actual	2024-25 Budget	FY 2025 Actual	FY 2026 Budgeted
Beginning Fund Balance	\$434,488.00	\$1,051,617.00	\$1,176,837.70	\$1,176,837.70	\$3,770,983.00
Revenues					
Charges for Services	-\$1,310.47	\$4,830.59	-	\$4,720.87	-
Interest Income	\$2,332.66	\$4,247.99	\$500.00	\$7,964.26	\$6,000.00
Transfers In	\$640,505.96	\$104,965.88	\$52,600.00	\$42,536.04	\$1,552,600.00
Total Revenues	\$641,528.15	\$114,044.46	\$53,100.00	\$55,221.17	\$1,558,600.00
Expenditures					
Professional Services	-	-	-	\$168,473.16	-
Capital Expenses/ Projects	\$24,399.00	\$6,192.70	\$925,000.00	-	\$925,000.00
Total Expenditures	\$24,399.00	\$6,192.70	\$925,000.00	\$168,473.16	\$925,000.00
Total Revenues Less Expenditures	\$617,129.15	\$107,851.76	-\$871,900.00	-\$113,251.99	\$633,600.00
Ending Fund Balance	\$1,051,617.15	\$1,159,468.76	\$304,937.70	\$1,063,585.71	\$4,404,583.00



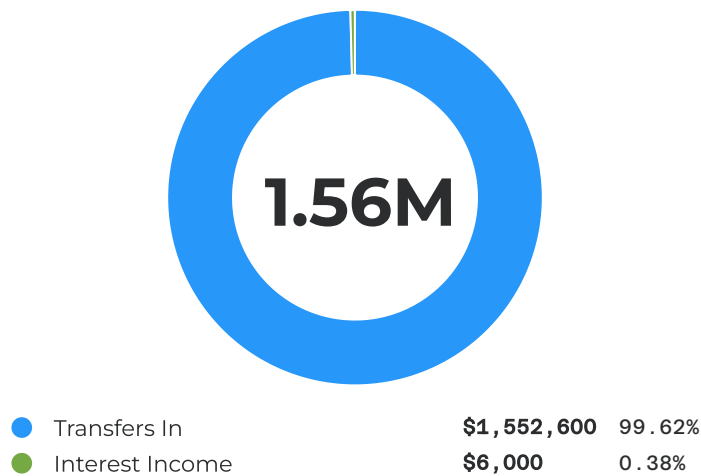
Sewer Capital Improvement Fund Summary



Revenues by Revenue Source



FY26 Revenues by Revenue Source

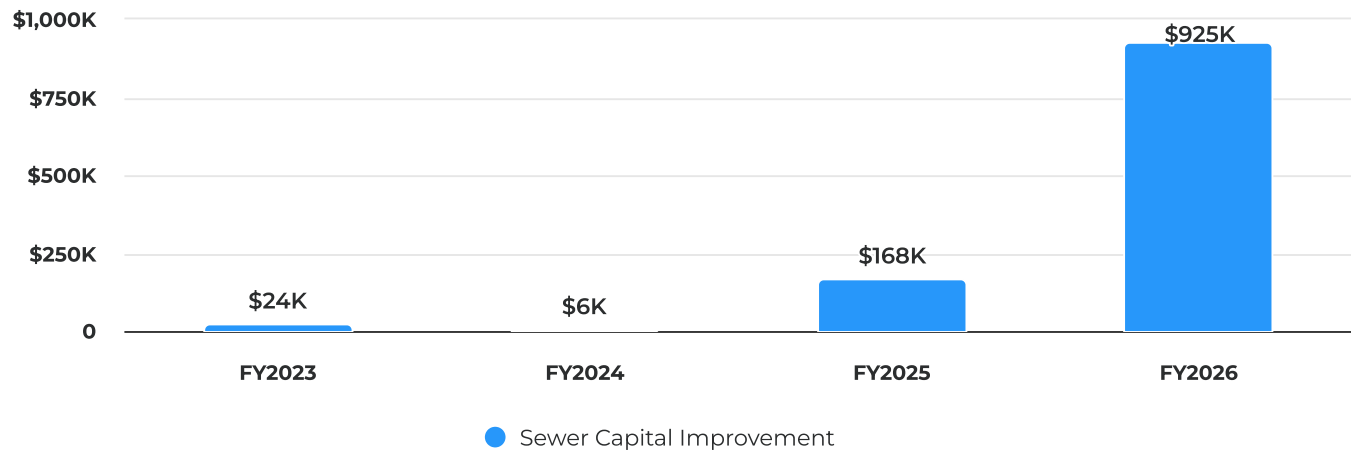


Revenues by Revenue Source

Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	24-25 vs. FY 25-26 Budget (%))
Charges for Services	-\$1,310.47	\$4,830.59	\$4,720.87	-	-	-
Interest Income	\$2,332.66	\$4,247.99	\$7,964.26	\$500.00	\$6,000.00	1,100.00%
Transfers In	\$640,505.96	\$104,965.88	\$42,536.04	\$52,600.00	\$1,552,600.00	2,851.71%
Total Revenues	\$641,528.15	\$114,044.46	\$55,221.17	\$53,100.00	\$1,558,600.00	2,835.22%

Expenditures by Department

Historical Expenditures by Department



FY26 Expenditures by Department



● Sewer Capital Improvement \$925,000 100.00%

Expenditures by Department

Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	24-25 vs. FY 25-26 Budget (%)
Sewer Capital Improvement	\$24,399.00	\$6,192.70	\$168,473.16	\$925,000.00	\$925,000.00	0.00%
Total Expenditures	\$24,399.00	\$6,192.70	\$168,473.16	\$925,000.00	\$925,000.00	0.00%



Sewer Connection Fund 158

The General Fund serves as the City's primary operating fund. It is used to account for all financial resources that are not specifically required to be recorded in a separate fund.

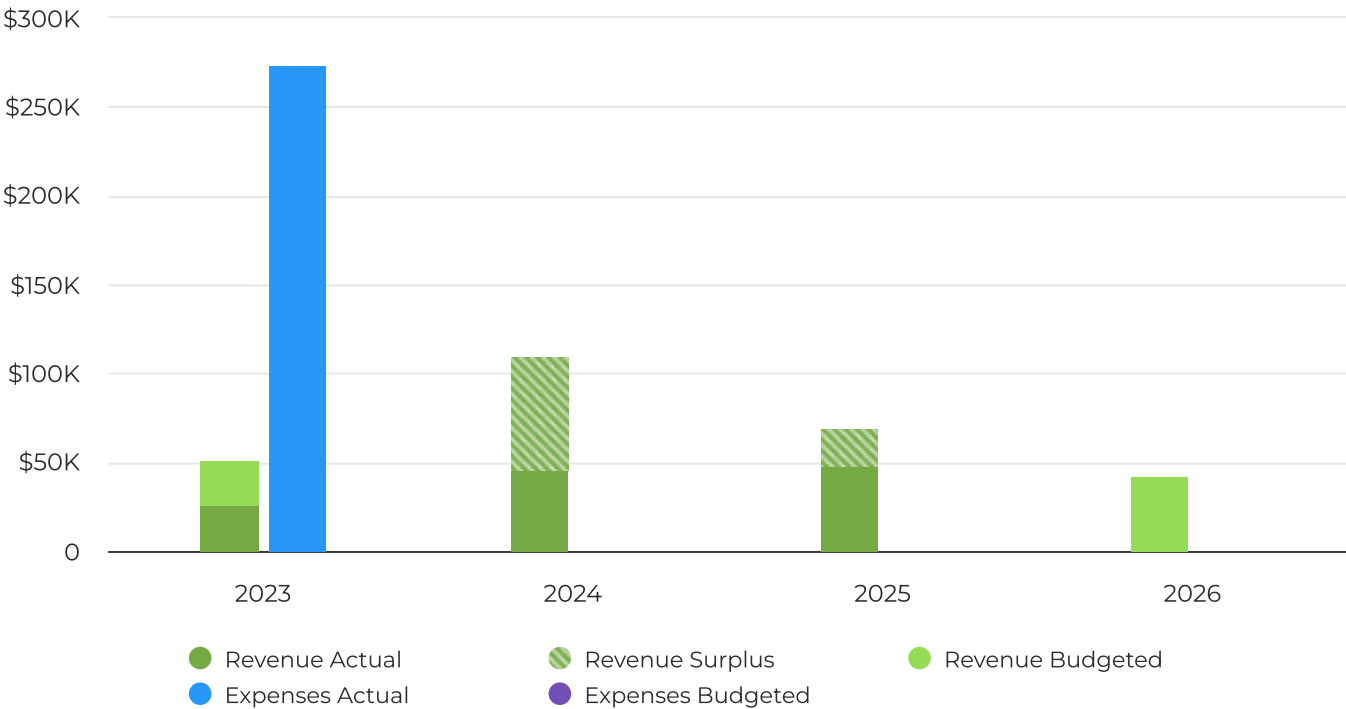
Sewer Connection Fund Comprehensive Fund Summary

Comprehensive Fund Summary

Category	FY 2023 Actual	FY 2024 Actual	2024-25 Budget	FY 2025 Actual	FY 2026 Budgeted
Beginning Fund Balance	-\$157,537.00	-\$405,227.00	-\$295,329.00	-\$295,329.00	-\$225,096.00
Revenues					
Charges for Services	-\$9,110.64	\$5,440.86	-	\$19,471.76	-
Fines, Forfeitures, Penalties	\$31,280.00	\$100,420.00	\$61,000.00	\$46,950.00	\$40,000.00
Interest Income	\$3,827.57	\$4,036.75	\$1,000.00	\$2,811.26	\$2,000.00
Total Revenues	\$25,996.93	\$109,897.61	\$62,000.00	\$69,233.02	\$42,000.00
Expenditures					
Capital Expenses/ Projects	\$273,686.62	-	-	-	-
Total Expenditures	\$273,686.62	-	-	-	-
Total Revenues Less Expenditures	-\$247,689.69	\$109,897.61	\$62,000.00	\$69,233.02	\$42,000.00
Ending Fund Balance	-\$405,226.69	-\$295,329.39	-\$233,329.00	-\$226,095.98	-\$183,096.00

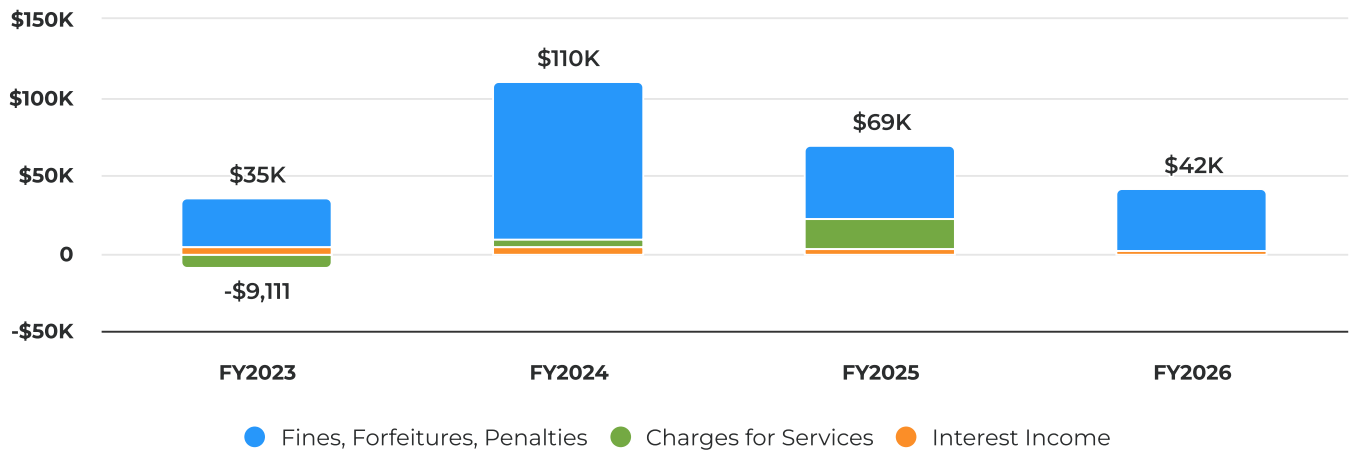
Sewer Connection Fund Summary

Revenues vs Expenditures Summary

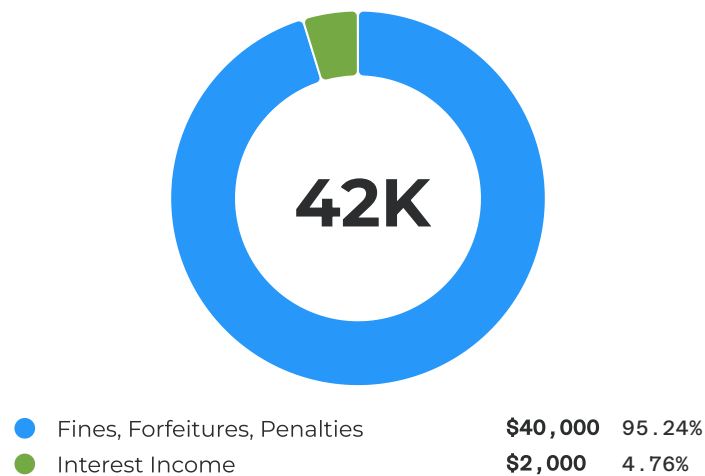


Revenues by Revenue Source

Historical Revenue by Revenue Source



FY26 Revenues by Revenue Source

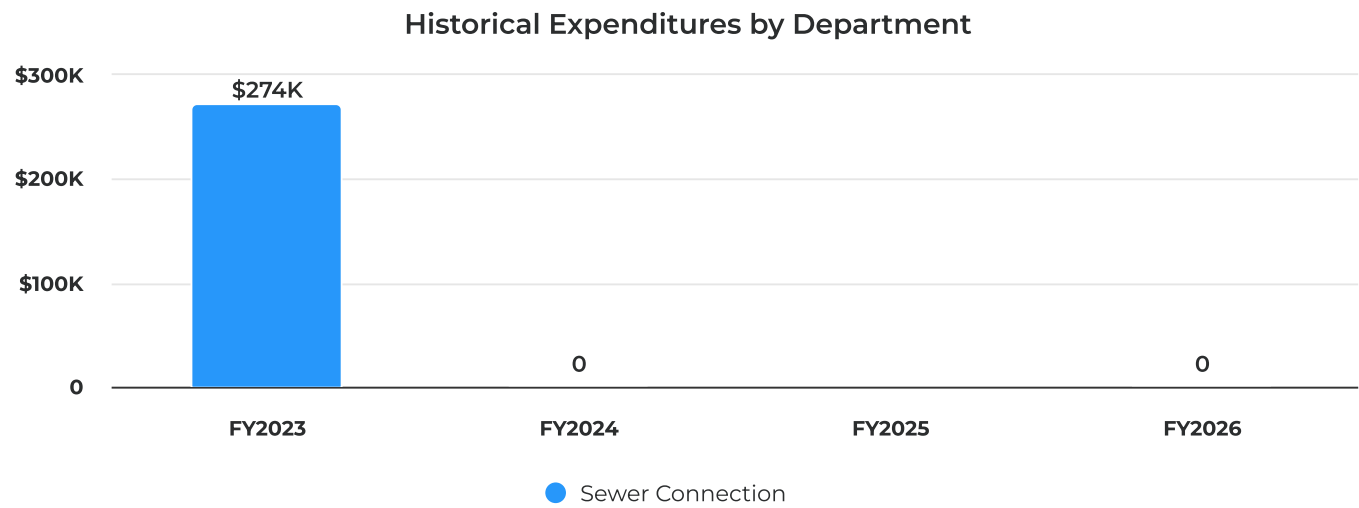


Revenues by Revenue Source

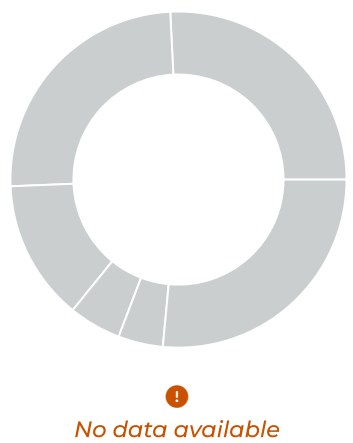
Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	24-25 vs. FY 25-26 Budget (%)
Charges for Services	-\$9,110.64	\$5,440.86	\$19,471.76	-	-	-
Fines, Forfeitures, Penalties	\$31,280.00	\$100,420.00	\$46,950.00	\$61,000.00	\$40,000.00	-34.43%
Interest Income	\$3,827.57	\$4,036.75	\$2,811.26	\$1,000.00	\$2,000.00	100.00%
Total Revenues	\$25,996.93	\$109,897.61	\$69,233.02	\$62,000.00	\$42,000.00	-32.26%



Expenditures by Department



FY26 Expenditures by Department



Expenditures by Department

Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	24-25 vs. FY 25- 26 Budget (%)
Sewer Connection	\$273,686.62	-	-	-	-	-
Total Expenditures	\$273,686.62	-	-	-	-	-



System Development Wastewater Fund 207

The General Fund serves as the City's primary operating fund. It is used to account for all financial resources that are not specifically required to be recorded in a separate fund.

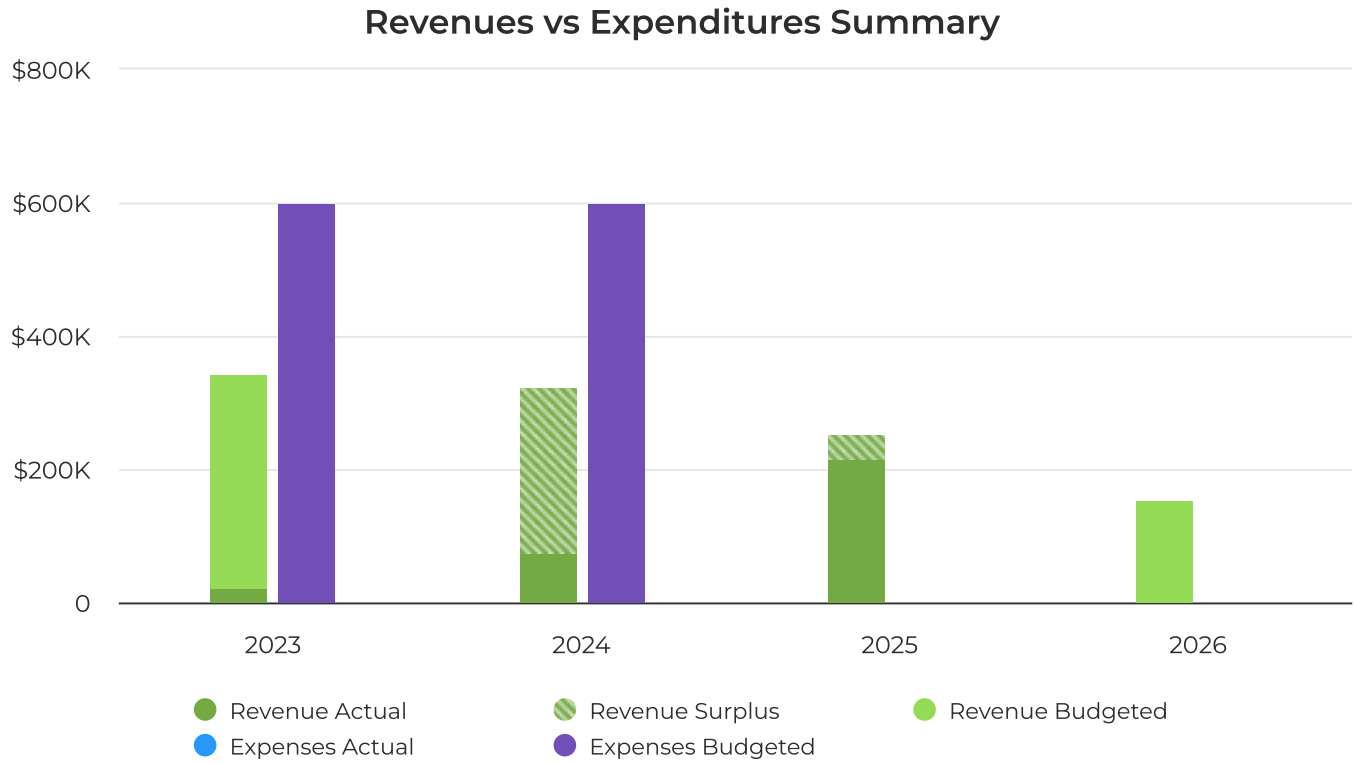
System Development Wastewater Fund Comprehensive Fund Summary

Comprehensive Fund Summary

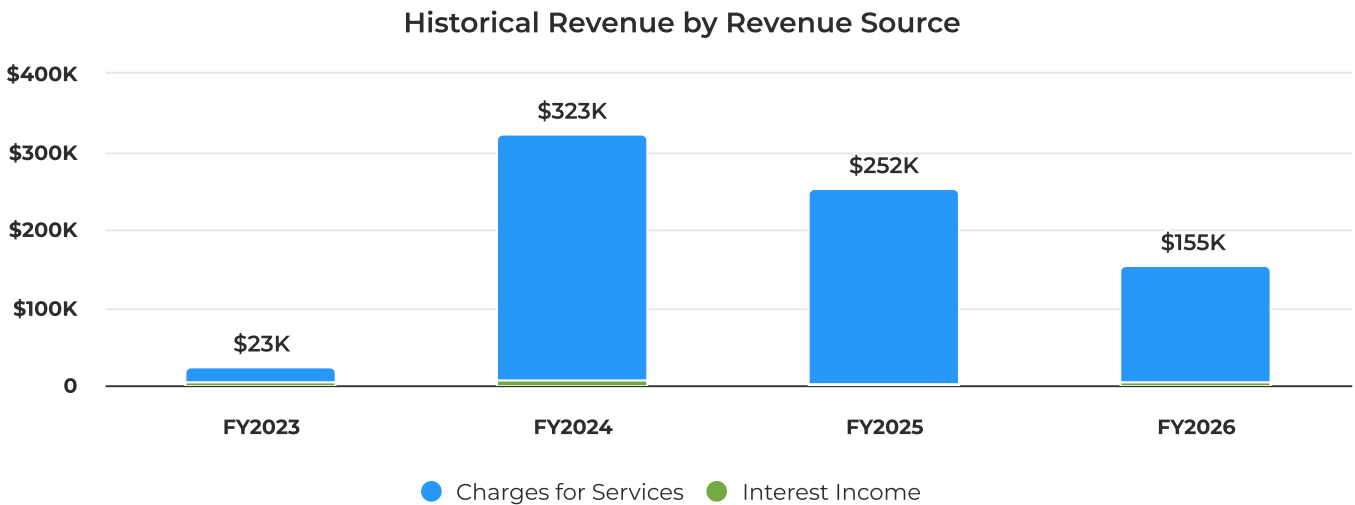
Category	FY 2023 Actual	FY 2024 Actual	2024-25 Budget	FY 2025 Actual	FY 2026 Budgeted
Beginning Fund Balance	-\$77,334.00	-\$55,384.00	\$267,214.00	\$267,214.00	\$535,413.00
Revenues					
Charges for Services	\$18,762.04	\$314,625.79	\$210,000.00	\$250,084.67	\$150,000.00
Interest Income	\$4,377.85	\$7,972.53	\$5,500.00	\$2,363.70	\$5,000.00
Total Revenues	\$23,139.89	\$322,598.32	\$215,500.00	\$252,448.37	\$155,000.00
Expenditures					
Capital Expenses/ Projects	\$1,190.00	-	-	-	-
Total Expenditures	\$1,190.00	-	-	-	-
Total Revenues Less Expenditures	\$21,949.89	\$322,598.32	\$215,500.00	\$252,448.37	\$155,000.00
Ending Fund Balance	-\$55,384.11	\$267,214.32	\$482,714.00	\$519,662.37	\$690,413.00



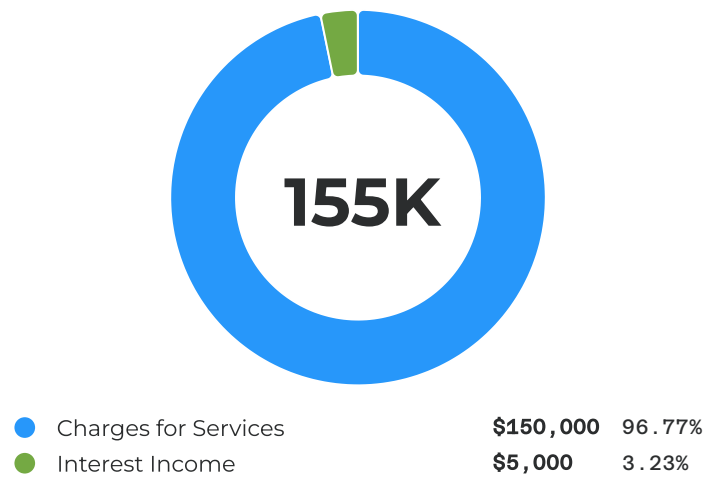
System Development Wastewater Fund Summary



Revenues by Revenue Source



FY26 Revenues by Revenue Source

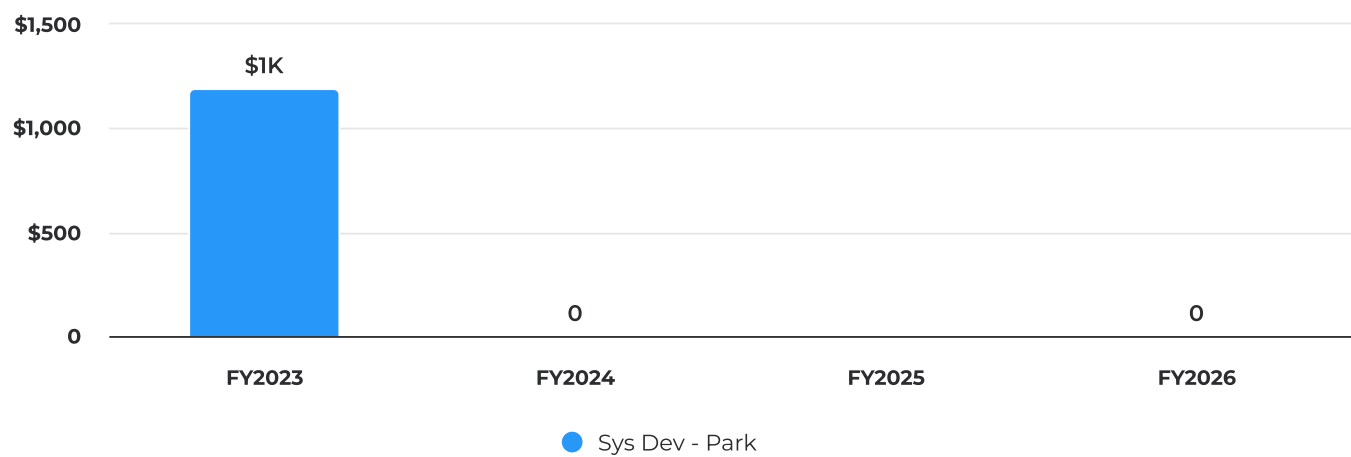


Revenues by Revenue Source

Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	24-25 vs. FY 25-26 Budget (%)
Charges for Services	\$18,762.04	\$314,625.79	\$250,084.67	\$210,000.00	\$150,000.00	-28.57%
Interest Income	\$4,377.85	\$7,972.53	\$2,363.70	\$5,500.00	\$5,000.00	-9.09%
Total Revenues	\$23,139.89	\$322,598.32	\$252,448.37	\$215,500.00	\$155,000.00	-28.07%

Expenditures by Department

Historical Expenditures by Department

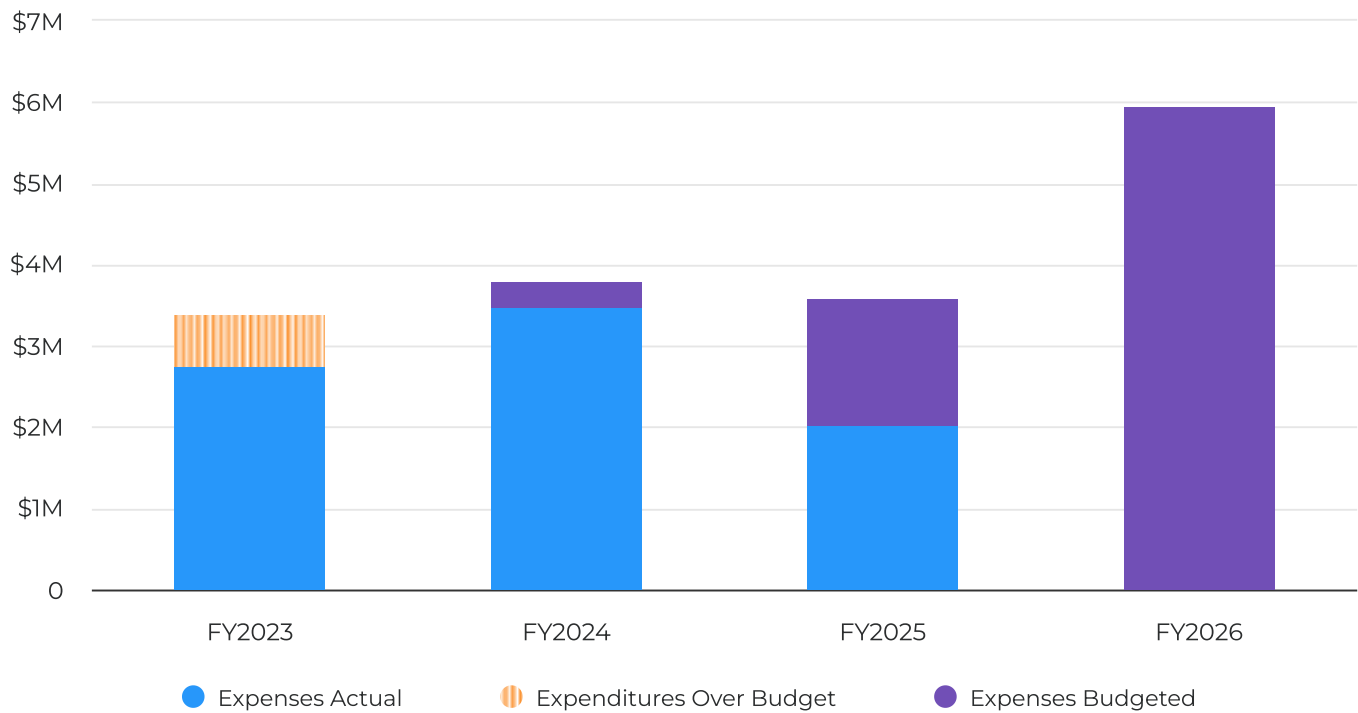


Sewer Collection 106-423

The purpose of the department is to maintain the wastewater collection infrastructure of the sewer for residential and commercial customers.

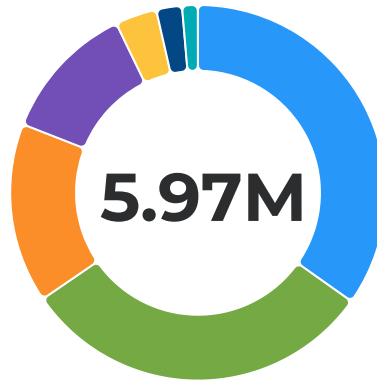
Expenditure Summary

Historical Expenditures Across Department



Expenditures by Object Summary

FY26 Expenditures by Object Summary



Transfers Out	\$2,076,847	34.80%
Capital Expenses/ Projects	\$1,829,345	30.66%
Salary	\$923,653	15.48%
Payroll Benefits	\$710,970	11.91%
Professional Services	\$213,352	3.58%
Services/ Supplies	\$132,387	2.22%
Utilities	\$80,687	1.35%

Expenditures Sewer Collection 106-423

Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	24-25 vs. 25-26 (%)
Payroll Benefits	\$87,958.45	\$183,206.89	\$440,854.19	\$566,720.00	\$710,969.74	25.45%
Salary	\$137,790.38	\$203,171.10	\$713,911.74	\$801,945.00	\$923,652.52	15.18%
Professional Services	\$171,873.66	\$217,829.89	\$187,142.65	\$187,013.00	\$213,352.09	14.08%
Services/ Supplies	\$103,194.34	\$322,452.43	\$58,111.28	\$121,700.00	\$132,386.50	8.78%
Utilities	\$57,118.37	\$50,220.19	\$75,202.74	\$64,302.00	\$80,687.00	25.48%
Capital Expenses/ Projects	\$573,867.15	\$56,836.43	\$56,469.87	\$1,017,500.00	\$1,829,345.00	79.79%
Transfers Out	\$2,257,484.02	\$2,462,554.17	\$511,899.24	\$854,646.61	\$2,076,846.50	143.01%
Total Expenditures	\$3,389,286.37	\$3,496,271.10	\$2,043,591.71	\$3,613,826.61	\$5,967,239.36	65.12%



Sewer Collection Detail Budget

Department 106.423: Sewer collections		
702.030	Maintenance Operation Equipment	47,591
	Other	20,000
	Fleet Subsidy	27,591
702.031	Rents & Leases	80,761
	Enterprise Vehicle Leases	54,500
	Fleet Subsidy	22,661
	Printer- Copier	3,600
702.032	Professional/Special Services	45,000
	Monitoring Fees	4,000
	Special/Emergency Work	15,000
	CVCWA	1,000
	Work order Software Maint.	1,000
	SWRCB Annual Permit	10,000
	SSMP	2,000
	Du-All Safety	12,000
702.034	Other Contract Services	40,000
	Banking Fees (Utility Billing Services)	
703.023	Advertising	300
703.024	Postage	7,000
703.025	Office Expense	2,500
703.049	Chemicals	1,500
703.068	URAP	7,725
704.021	Utilities	75,000
704.022	Communications	5,687
706.026	Miscellaneous	3,000
706.026	Boot & Jacket Allowance	1,561
706.028	Small Tools	2,500
706.029	Maintenance Bldgs. /Structures	25,000
	Misc. expense	15,000
	Sewer System Repairs	10,000
706.036	Membership, Dues, Books, Etc.	2,500
	Employee Books for Certification	1,000
	CWEA	500



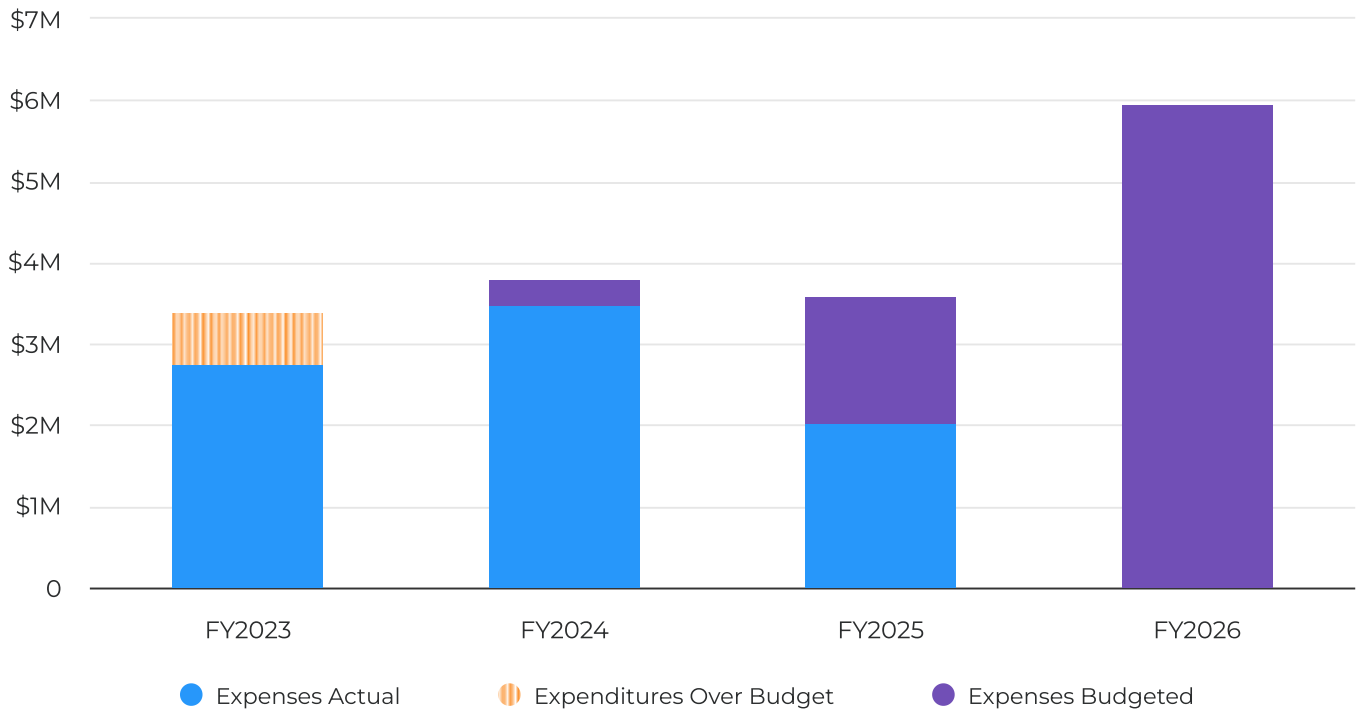
706.037	Conferences & Meetings		1,000
706.038	Staff Development		8,500
706.050	Safety Equipment		3,500
706.056	State & County Fees		4,200
	SWRCB Annual SSO Permit		
706.060	Debt Service		36,600
	Internal Loan due to Streets SDF		
706.073	Uniforms & Rags		5,000
706.999	Bad Debts		20,000
707.003	Equipment/Projects		145,000
	Backhoe replacement 50/50 with water	100,000	
	Sewer Repairs	45,000	
707.007	Sewer Lift Station		100,000
	Lift Station Control Panel Replacements (2)	100,000	
999.000	Transfers Out		976,847
	Fund 101 Management personnel	189,053	
	Fund 108 Capital	52,600	
	Fund 107 Debt Service	623,677	
	Fund 205 Debt Svc	36,517	
	Fund 114 Loan for Backhoe	75,000	
	Total Cost		\$671,425

Sewer Treatment 106-424

The purpose of the department is to maintain the wastewater treatment plant, which processes all the wastewater within the City.

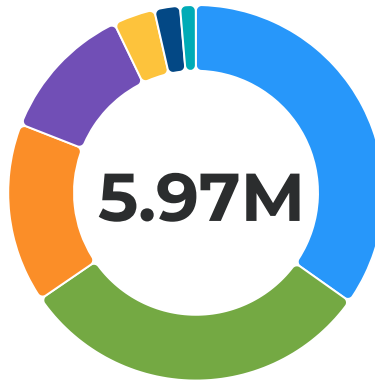
Expenditure Summary

Historical Expenditures Across Department



Expenditures by Object Summary

FY26 Expenditures by Object Summary



Transfers Out	\$2,076,847	34.80%
Capital Expenses/ Projects	\$1,829,345	30.66%
Salary	\$923,653	15.48%
Payroll Benefits	\$710,970	11.91%
Professional Services	\$213,352	3.58%
Services/ Supplies	\$132,387	2.22%
Utilities	\$80,687	1.35%

Expenditures Sewer Treatment 106-424

Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	24-25 vs. 25-26 (%)
Payroll Benefits	\$87,958.45	\$183,206.89	\$440,854.19	\$566,720.00	\$710,969.74	25.45%
Salary	\$137,790.38	\$203,171.10	\$713,911.74	\$801,945.00	\$923,652.52	15.18%
Professional Services	\$171,873.66	\$217,829.89	\$187,142.65	\$187,013.00	\$213,352.09	14.08%
Services/ Supplies	\$103,194.34	\$322,452.43	\$58,111.28	\$121,700.00	\$132,386.50	8.78%
Utilities	\$57,118.37	\$50,220.19	\$75,202.74	\$64,302.00	\$80,687.00	25.48%
Capital Expenses/ Projects	\$573,867.15	\$56,836.43	\$56,469.87	\$1,017,500.00	\$1,829,345.00	79.79%
Transfers Out	\$2,257,484.02	\$2,462,554.17	\$511,899.24	\$854,646.61	\$2,076,846.50	143.01%
Total Expenditures	\$3,389,286.37	\$3,496,271.10	\$2,043,591.71	\$3,613,826.61	\$5,967,239.36	65.12%



Sewer Treatment Detail Budget

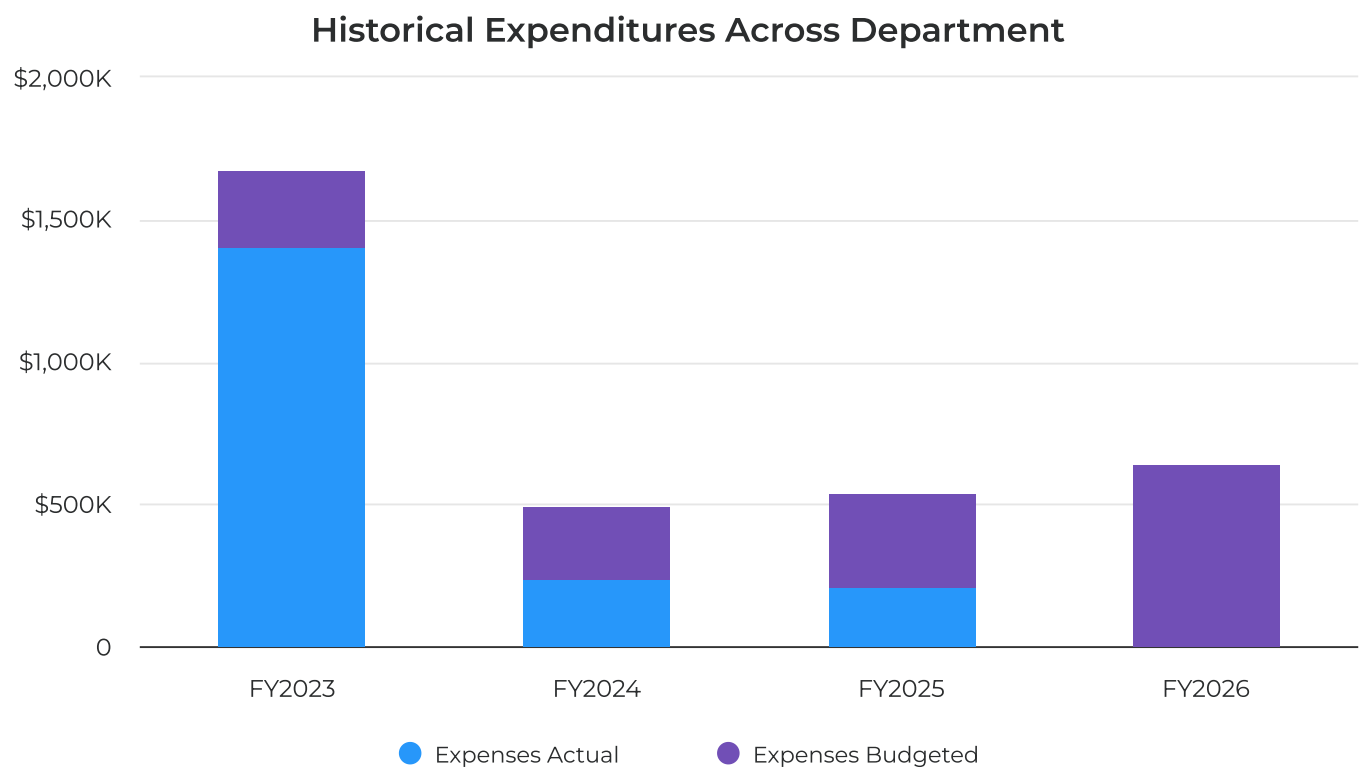
DEPARTMENT 106-424: SEWER TREATMENT			
702.030	Maintenance Operation Equipment		139,526
	General Equipment Maintenance	115,000	
	Fleet Subsidy	24,526	
702.031	Rents & Leases		79,222
	Enterprise Vehicle Leases	29,500	
	Fleet Subsidy	19,722	
	Misc. Equipment Rentals	30,000	
702.032	Professional/Special Services		400,000
	Lab Analysis	33,000	
	Regional Reporting	29,000	
	Lab Testing	19,000	
	Water Monitoring	30,000	
	Misc. Professional Services (RRRWP)	257,000	
	WDR Permit	20,000	
	Du-All	12,000	
702.034	Other Contract Services		175,000
702.056	Taxes		3,000
703.025	Office Expense		2,500
703.049	Chemicals		3,000
704.021	Utilities		220,000
	PG&E Office	10,000	
	MID - WWTP	210,000	
704.022	Communications		5,420
706.026	Misc. Expense		2,800
706.027	Boot & Jacket Allowance		1,225
706.028	Small Tools		3,500
706.029	Maintenance of Bldgs./Structures/Grds		40,000
	WWTP Maintenance		
706.036	Memberships, Dues, Books, Etc.		3,500
	CWEA	2,000	
	State Water Resources	500	
	Staff Development Books	1,000	
706.038	Staff Development		6,000



	Employee Training/Education/Certs/Exams		
706.050	Safety Equipment		3,000
706.053	Levee Repair		30,000
706.073	Uniforms and Rags		4,000
	Total Cost		\$946,693

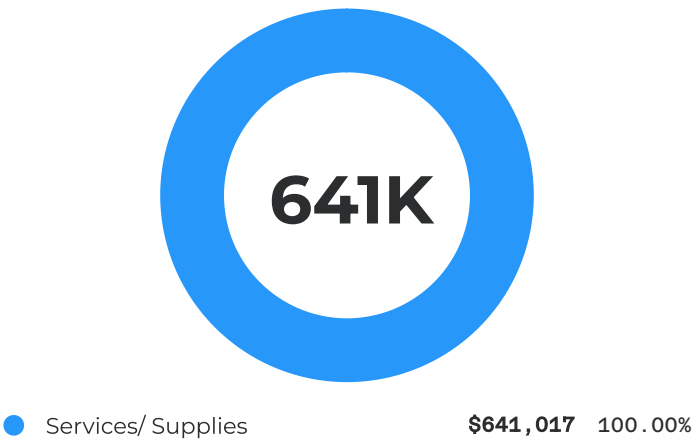
Sewer Debt Service 107-426

Expenditure Summary



Expenditures by Object Summary

FY26 Expenditures by Object Summary



Expenditures Sewer Debt Service 107-426

Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	24-25 vs. 25-26 (%)
Services/ Supplies						
DEBT SERVICES	-	-	-	\$293,500	\$430,017	46.51%

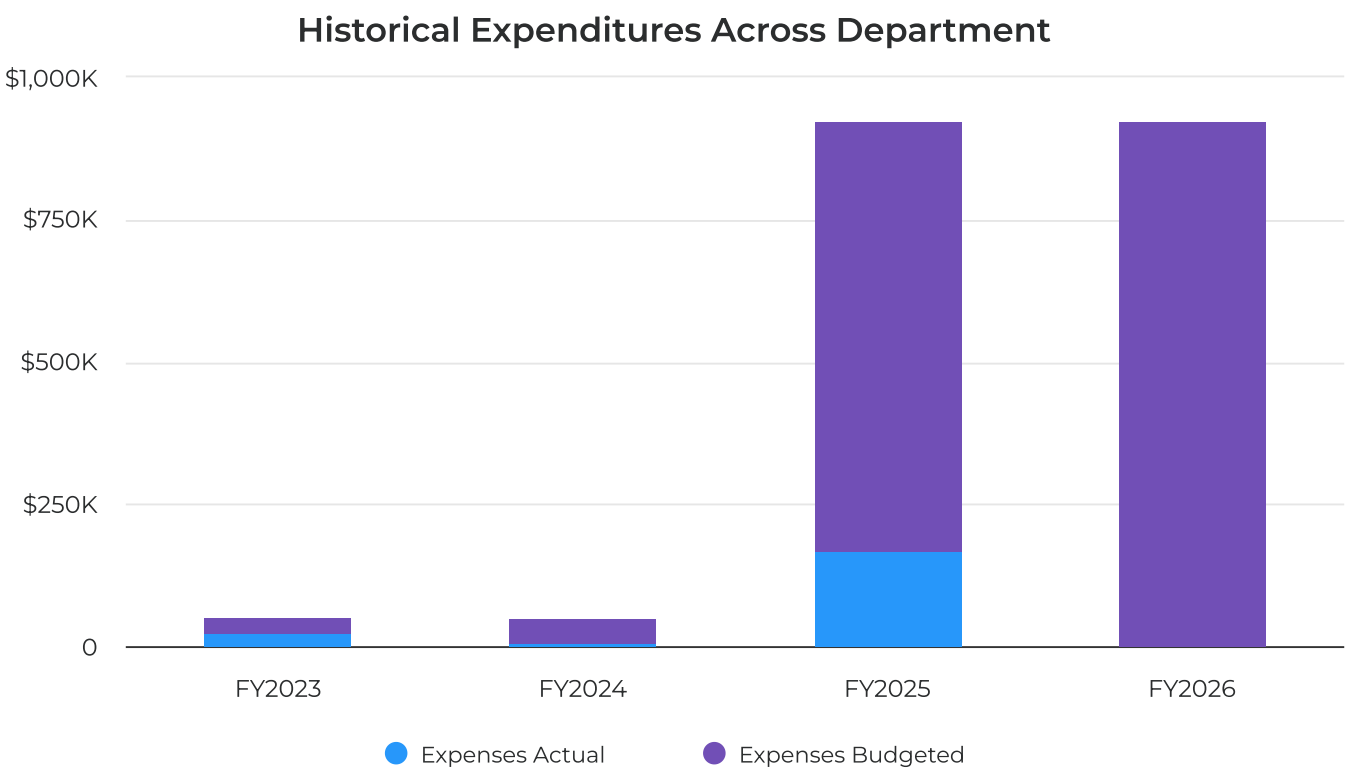


Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	24-25 vs. 25- 26 (%)
ADMIN EXPENSES	\$13	-	-	-	-	-
BOND INTEREST EXPENSE	\$189,613	\$221,712	\$209,289	\$231,892	\$194,000	-16.34%
BOND AMORTIZATION EXPENSE	\$16,249	\$16,249	-	\$17,000	\$17,000	0.00%
Total Services/ Supplies	\$205,875	\$237,961	\$209,289	\$542,392	\$641,017	18.18%
Transfers Out						
TRANSFERS OUT	\$1,201,148	-	-	-	-	-
Total Transfers Out	\$1,201,148	-	-	-	-	-
Total Expenditures	\$1,407,023	\$237,961	\$209,289	\$542,392	\$641,017	18.18%



Sewer Capital Improvement 108-427

Expenditure Summary



Expenditures by Object Summary

FY26 Expenditures by Object Summary



Expenditures Sewer Capital Improvement 108-427

Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	24-25 vs. 25- 26 (%)
Professional Services						



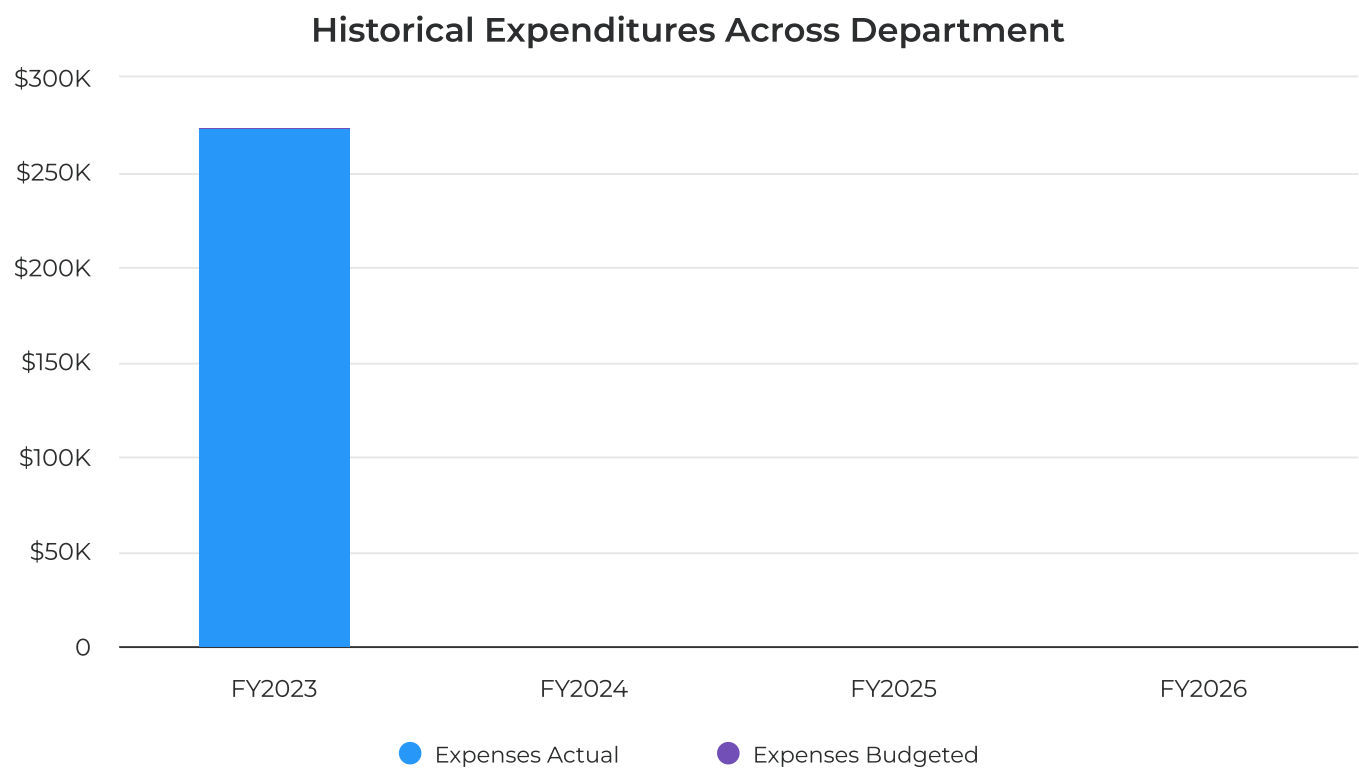
Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	24-25 vs. 25- 26 (%)
PROFESSIONAL/SPECIAL SERV	-	-	\$168,473	-	-	-
Total Professional Services	-	-	\$168,473	-	-	-
Capital Expenses/ Projects						
CAPITAL EXPENDITURES	\$24,399	\$6,193	-	\$925,000	\$925,000	0.00%
Total Capital Expenses/ Projects	\$24,399	\$6,193	-	\$925,000	\$925,000	0.00%
Total Expenditures	\$24,399	\$6,193	\$168,473	\$925,000	\$925,000	0.00%

Capital Projects include:

- **Emergency Repairs** **\$ 50,000**
- **Sewer Line Replacements** **\$875,000**
 - **Sierra & Patterson**
 - **Sierra & Stanislaus**

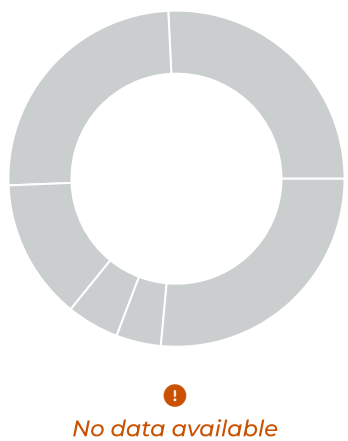
Sewer Connection 158-421

Expenditure Summary



Expenditures by Object Summary

FY26 Expenditures by Object Summary



Expenditures Sewer Connection 158-421

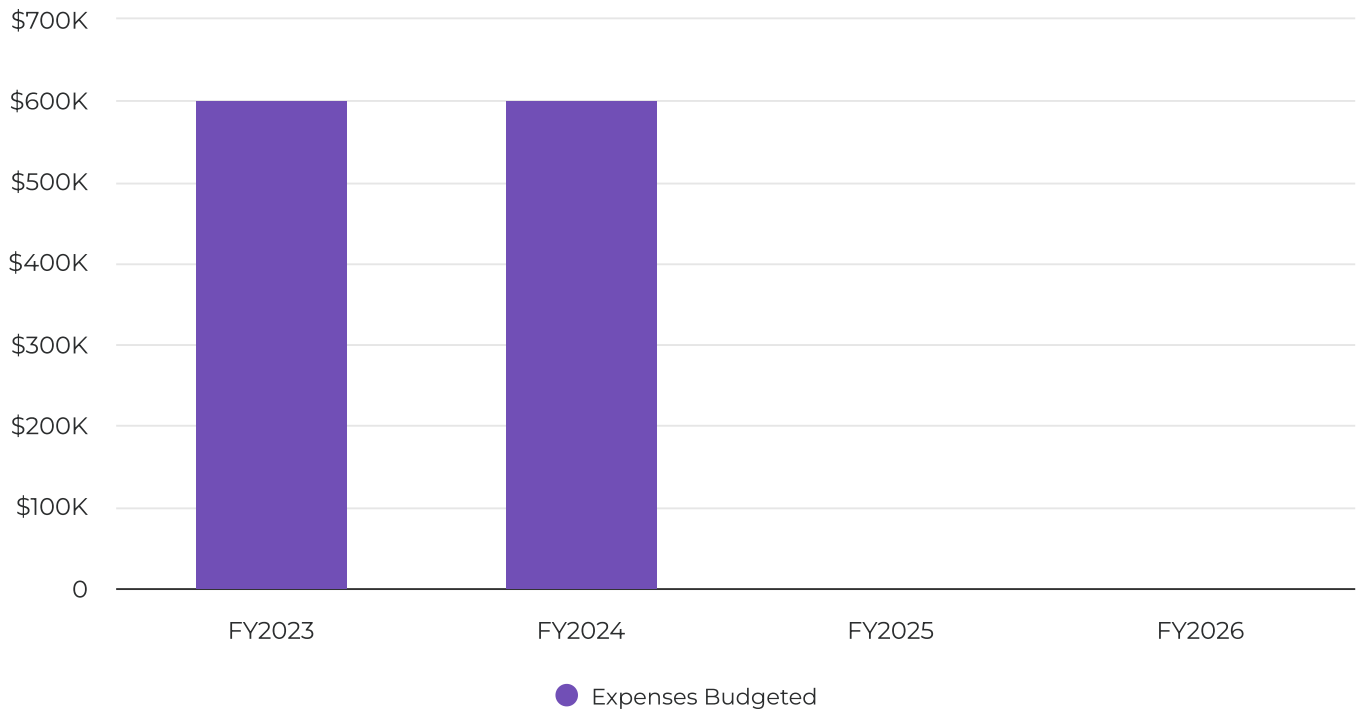
Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	24-25 vs. 25-26 (%)
Capital Expenses/ Projects	\$273,686.62	-	-	-	-	-



Wastewater (Sewer) System Development 207-472

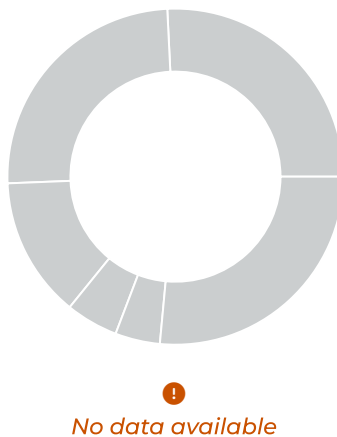
Expenditure Summary

Historical Expenditures Across Department



Expenditures by Object Summary

FY26 Expenditures by Object Summary



Water Enterprise Funds

The General Fund serves as the City's primary operating fund. It is used to account for all financial resources that are not specifically required to be recorded in a separate fund.

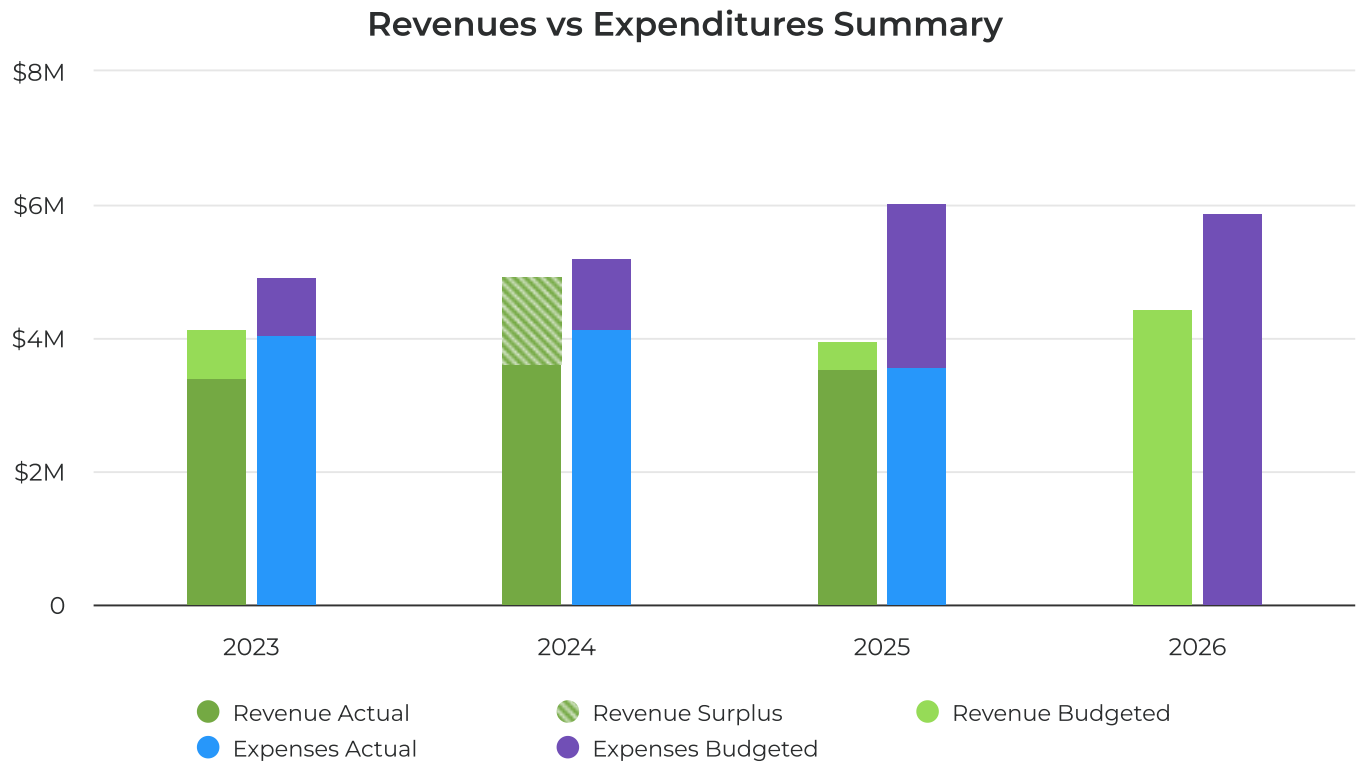
Water Enterprise Funds Comprehensive Fund Summary

Comprehensive Fund Summary

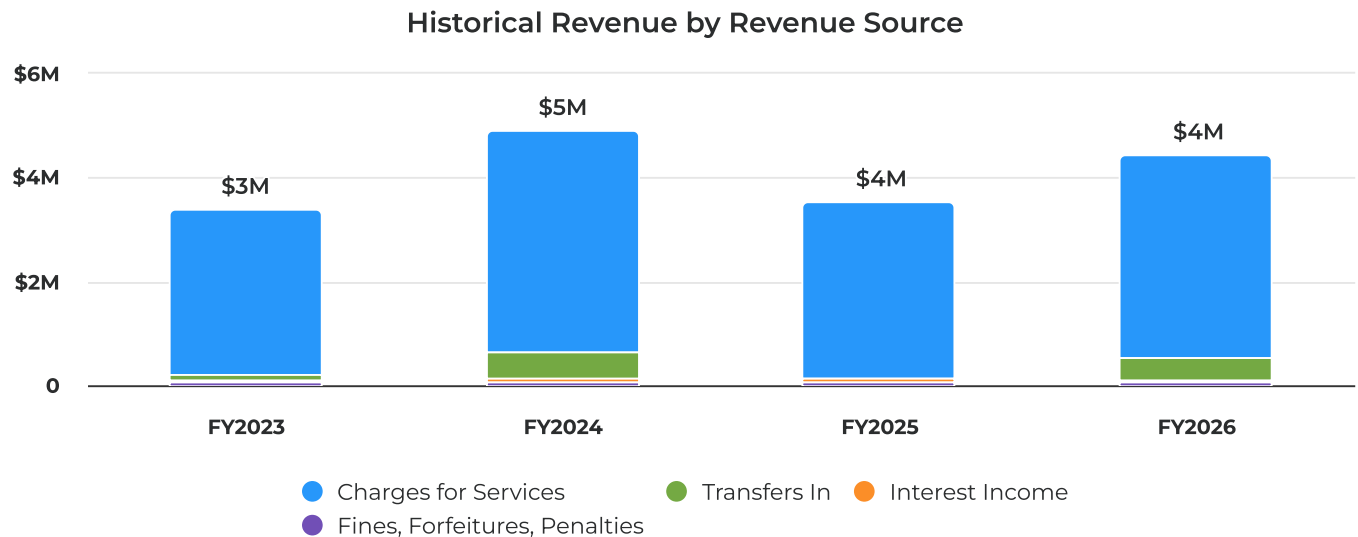
Category	FY 2023 Actual	FY 2024 Actual	2024-25 Budget	FY 2025 Actual	FY 2026 Budgeted
Beginning Fund Balance	\$6,725,497.00	\$6,072,360.00	\$7,080,596.00	\$7,080,596.00	\$6,367,032.00
Revenues					
Charges for Services	\$3,182,164.73	\$4,265,742.95	\$3,811,000.00	\$3,401,396.45	\$3,911,000.00
Fines, Forfeitures, Penalties	\$59,399.34	\$62,215.87	\$55,000.00	\$58,894.04	\$60,000.00
Interest Income	\$47,894.01	\$72,689.91	\$39,069.00	\$70,303.31	\$59,500.00
Transfers In	\$112,389.50	\$520,236.06	\$55,600.00	\$10,530.00	\$430,600.00
Total Revenues	\$3,401,847.58	\$4,920,884.79	\$3,960,669.00	\$3,541,123.80	\$4,461,100.00
Expenditures					
Payroll Benefits	\$217,477.47	\$355,745.82	\$775,176.00	\$541,959.19	\$880,007.49
Salary	\$480,292.19	\$545,043.96	\$1,218,559.00	\$1,010,002.87	\$1,251,622.21
Professional Services	\$544,550.92	\$437,309.28	\$534,752.00	\$619,201.25	\$719,123.21
Services/Supplies	\$237,433.07	\$738,107.62	\$601,623.00	\$151,177.22	\$626,791.00
Utilities	\$486,178.80	\$414,090.46	\$557,452.00	\$416,424.53	\$477,326.00
Capital Expenses/Projects	\$987,166.04	\$144,463.76	\$1,659,500.00	\$817,766.42	\$1,400,000.00
Transfers Out	\$1,108,718.74	\$1,509,669.05	\$250,955.61	\$10,530.00	\$544,652.50
Total Expenditures	\$4,061,817.23	\$4,144,429.95	\$5,598,017.61	\$3,567,061.48	\$5,899,522.41
Total Revenues Less Expenditures	-\$659,969.65	\$776,454.84	-\$1,637,348.61	-\$25,937.68	-\$1,438,422.41
Ending Fund Balance	\$6,065,527.35	\$6,848,814.84	\$5,443,247.39	\$7,054,658.32	\$4,928,609.59



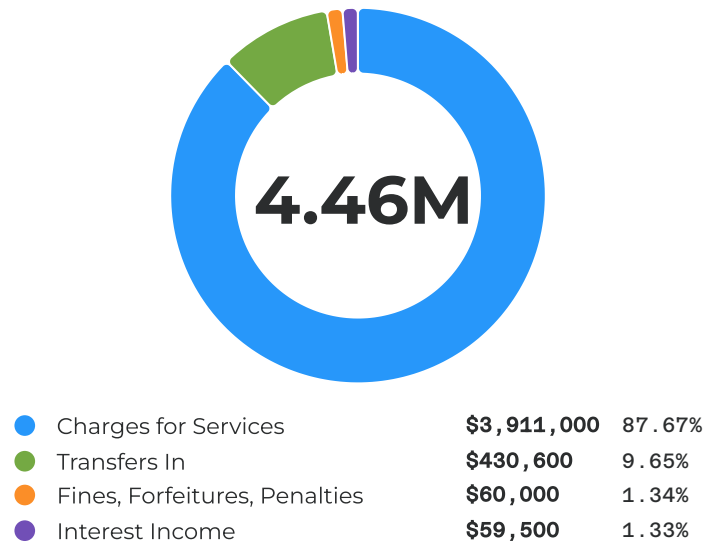
Water Enterprise Funds Summary



Revenues by Revenue Source



FY26 Revenues by Revenue Source

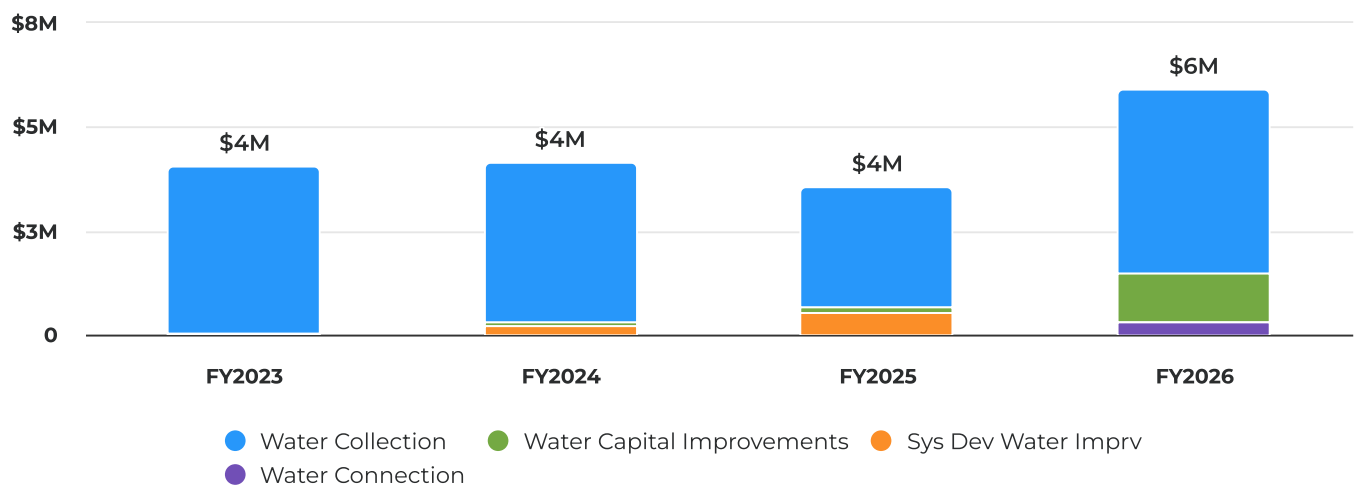


Revenues by Revenue Source

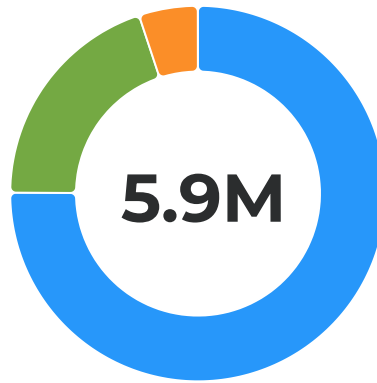
Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	24-25 vs. FY 25-26 Budget (%)
Charges for Services	\$3,182,164.73	\$4,265,742.95	\$3,401,396.45	\$3,811,000.00	\$3,911,000.00	2.62%
Fines, Forfeitures, Penalties	\$59,399.34	\$62,215.87	\$58,894.04	\$55,000.00	\$60,000.00	9.09%
Interest Income	\$47,894.01	\$72,689.91	\$70,303.31	\$39,069.00	\$59,500.00	52.29%
Transfers In	\$112,389.50	\$520,236.06	\$10,530.00	\$55,600.00	\$430,600.00	674.46%
Total Revenues	\$3,401,847.58	\$4,920,884.79	\$3,541,123.80	\$3,960,669.00	\$4,461,100.00	12.64%

Expenditures by Department

Historical Expenditures by Department



FY26 Expenditures by Department



Water Collection	\$4,429,522	75.08%
Water Capital Improvements	\$1,170,000	19.83%
Water Connection	\$300,000	5.09%

Expenditures by Department

Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	24-25 vs. FY 25-26 Budget (%)
Water Connection	\$648.38	\$648.38	\$3,330.00	-	\$300,000.00	-
Water Capital Improvements	\$38,930.07	\$67,565.95	\$132,162.64	\$1,165,000.00	\$1,170,000.00	0.43%
Sys Dev Water Imprv	\$1,411.00	\$235,347.21	\$525,028.81	\$400,000.00	-	-100.00%
Water Collection	\$4,020,827.78	\$3,840,868.41	\$2,906,540.03	\$4,033,017.61	\$4,429,522.41	9.83%
Total Expenditures	\$4,061,817.23	\$4,144,429.95	\$3,567,061.48	\$5,598,017.61	\$5,899,522.41	5.39%

Water Operating Fund 114

The General Fund serves as the City's primary operating fund. It is used to account for all financial resources that are not specifically required to be recorded in a separate fund.

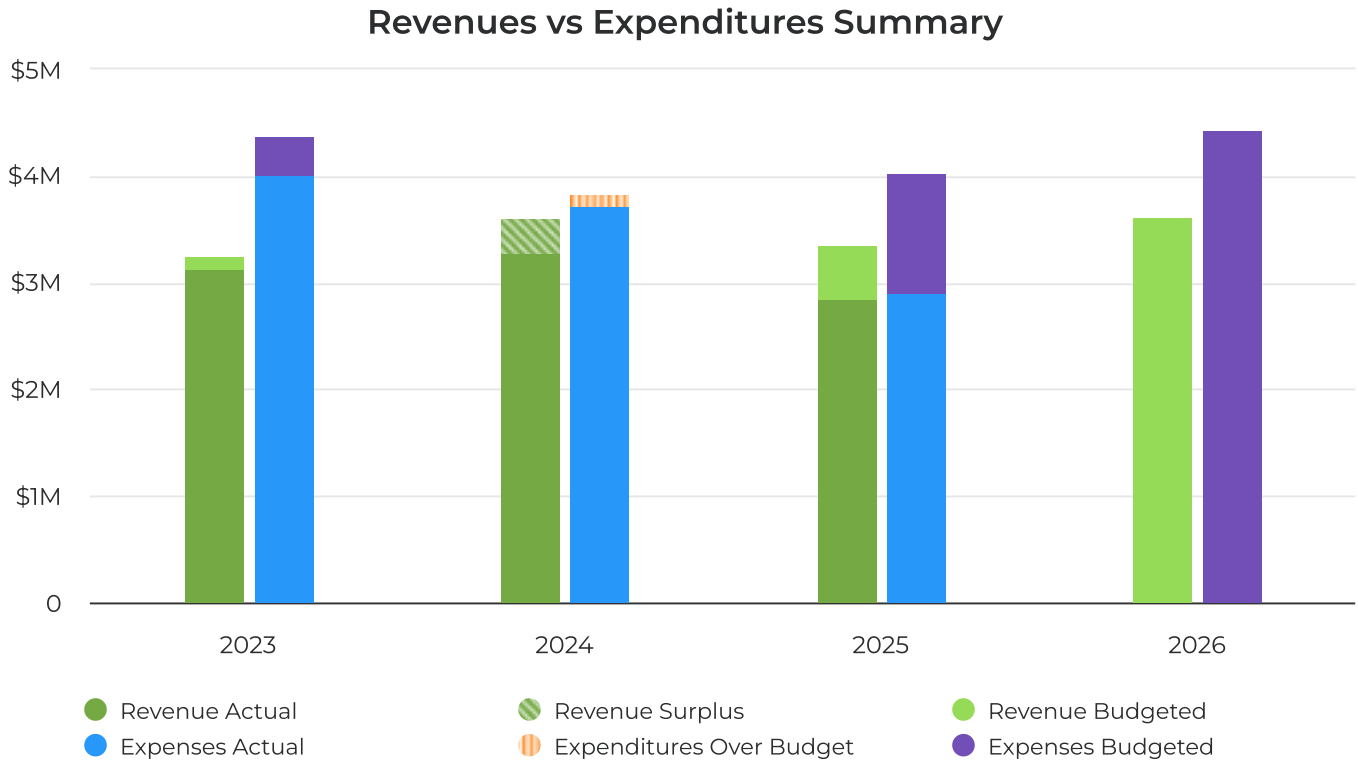
Water Operating Fund Comprehensive Fund Summary

Comprehensive Fund Summary

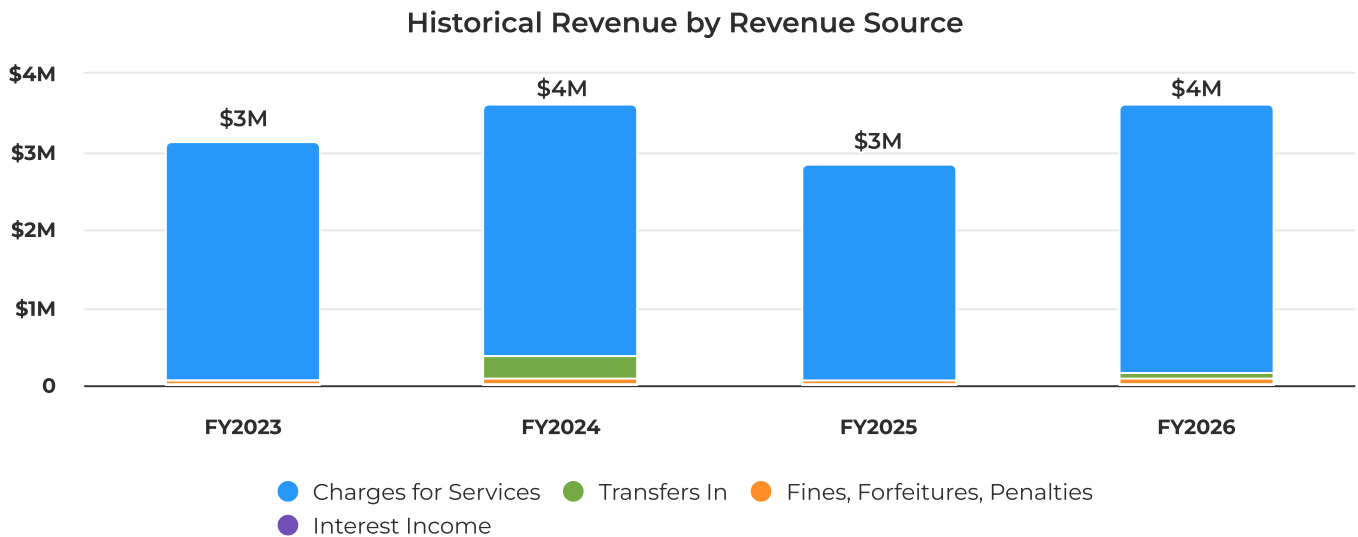
Category	FY 2023 Actual	FY 2024 Actual	2024-25 Budget	FY 2025 Actual	FY 2026 Budgeted
Beginning Fund Balance	\$1,946,411.00	\$1,122,194.00	\$1,124,329.00	\$1,124,329.00	\$811,132.00
Revenues					
Charges for Services	\$3,050,331.87	\$3,217,388.35	\$3,285,500.00	\$2,774,338.49	\$3,461,000.00
Fines, Forfeitures, Penalties	\$59,399.34	\$62,215.87	\$55,000.00	\$58,894.04	\$60,000.00
Interest Income	\$24,096.09	\$29,351.50	\$14,000.00	\$20,207.47	\$29,000.00
Transfers In	-	\$302,913.16	-	-	\$75,000.00
Total Revenues	\$3,133,827.30	\$3,611,868.88	\$3,354,500.00	\$2,853,440.00	\$3,625,000.00
Expenditures					
Payroll Benefits	\$217,477.47	\$355,745.82	\$775,176.00	\$541,959.19	\$880,007.49
Salary	\$480,292.19	\$545,043.96	\$1,218,559.00	\$1,010,002.87	\$1,251,622.21
Professional Services	\$544,550.92	\$437,309.28	\$534,752.00	\$619,201.25	\$719,123.21
Services/ Supplies	\$237,433.07	\$738,107.62	\$601,623.00	\$151,177.22	\$626,791.00
Utilities	\$486,178.80	\$414,090.46	\$557,452.00	\$416,424.53	\$477,326.00
Capital Expenses/ Projects	\$946,824.97	\$144,463.76	\$94,500.00	\$157,244.97	\$230,000.00
Transfers Out	\$1,108,718.74	\$1,206,755.89	\$250,955.61	\$10,530.00	\$244,652.50
Total Expenditures	\$4,021,476.16	\$3,841,516.79	\$4,033,017.61	\$2,906,540.03	\$4,429,522.41
Total Revenues Less Expenditures	-\$887,648.86	-\$229,647.91	-\$678,517.61	-\$53,100.03	-\$804,522.41
Ending Fund Balance	\$1,058,762.14	\$892,546.09	\$445,811.39	\$1,071,228.97	\$6,609.59



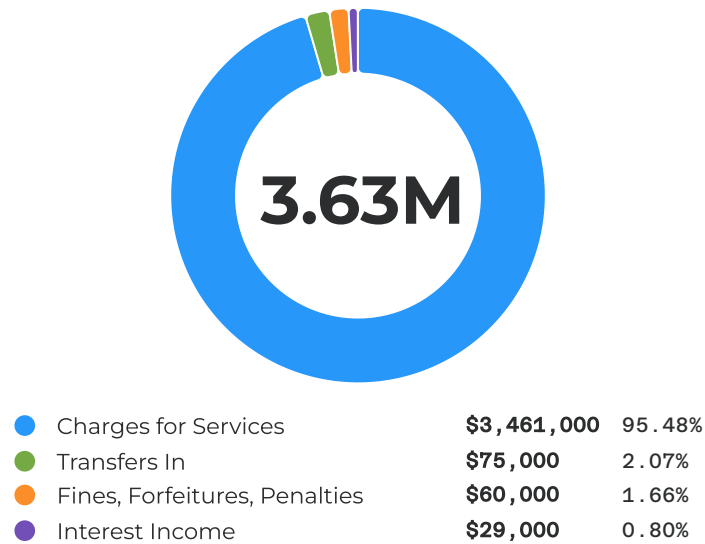
Water Operating Fund Summary



Revenues by Revenue Source



FY26 Revenues by Revenue Source

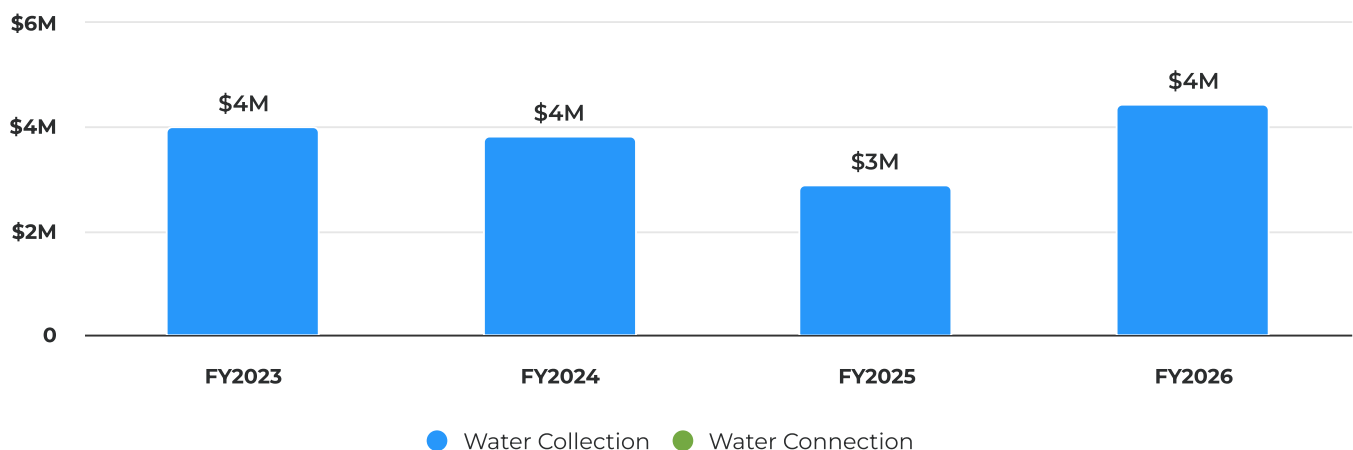


Revenues by Revenue Source

Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	24-25 vs. FY 25-26 Budget (%)
Charges for Services	\$3,050,331.87	\$3,217,388.35	\$2,774,338.49	\$3,285,500.00	\$3,461,000.00	5.34%
Fines, Forfeitures, Penalties	\$59,399.34	\$62,215.87	\$58,894.04	\$55,000.00	\$60,000.00	9.09%
Interest Income	\$24,096.09	\$29,351.50	\$20,207.47	\$14,000.00	\$29,000.00	107.14%
Transfers In	-	\$302,913.16	-	-	\$75,000.00	-
Total Revenues	\$3,133,827.30	\$3,611,868.88	\$2,853,440.00	\$3,354,500.00	\$3,625,000.00	8.06%

Expenditures by Department

Historical Expenditures by Department



Water Capital Improvement Fund 116

The General Fund serves as the City's primary operating fund. It is used to account for all financial resources that are not specifically required to be recorded in a separate fund.

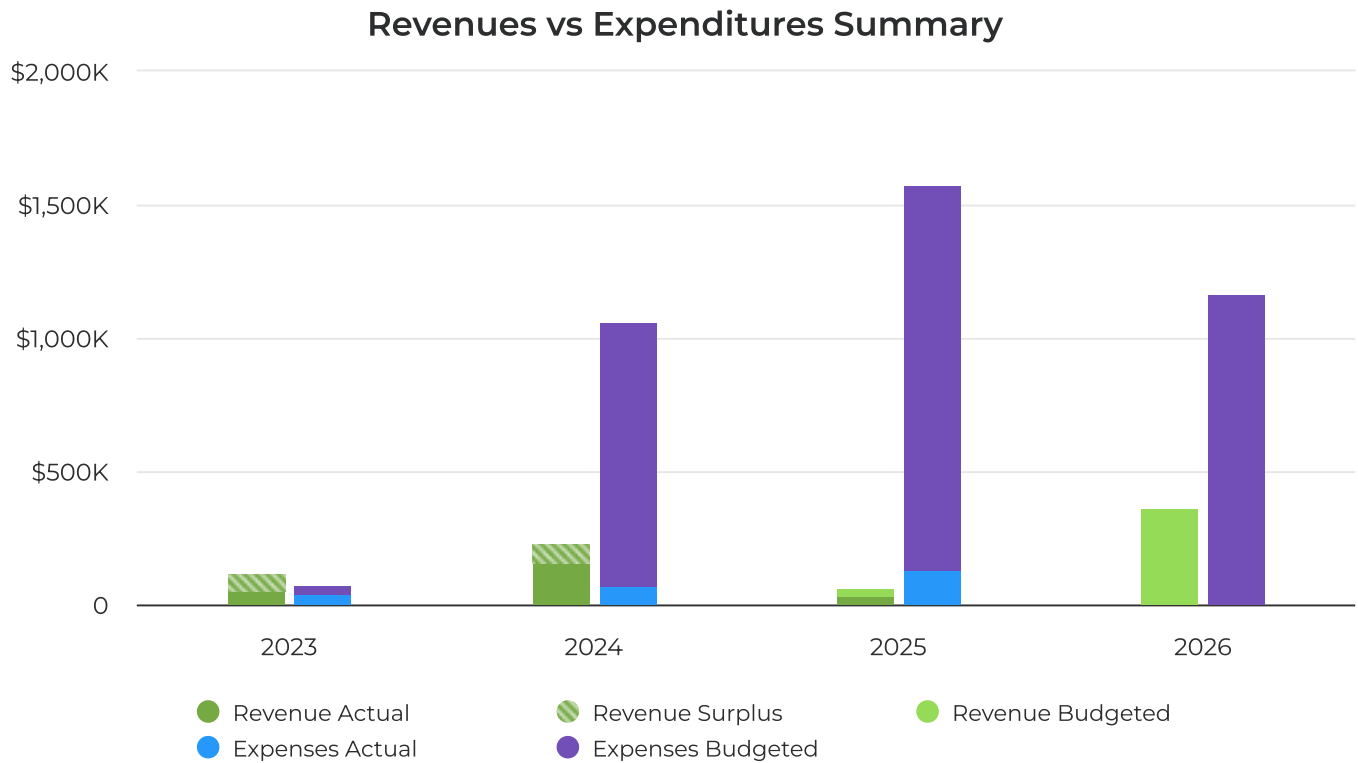
Water Capital Improvement Fund Comprehensive Fund Summary

Comprehensive Fund Summary

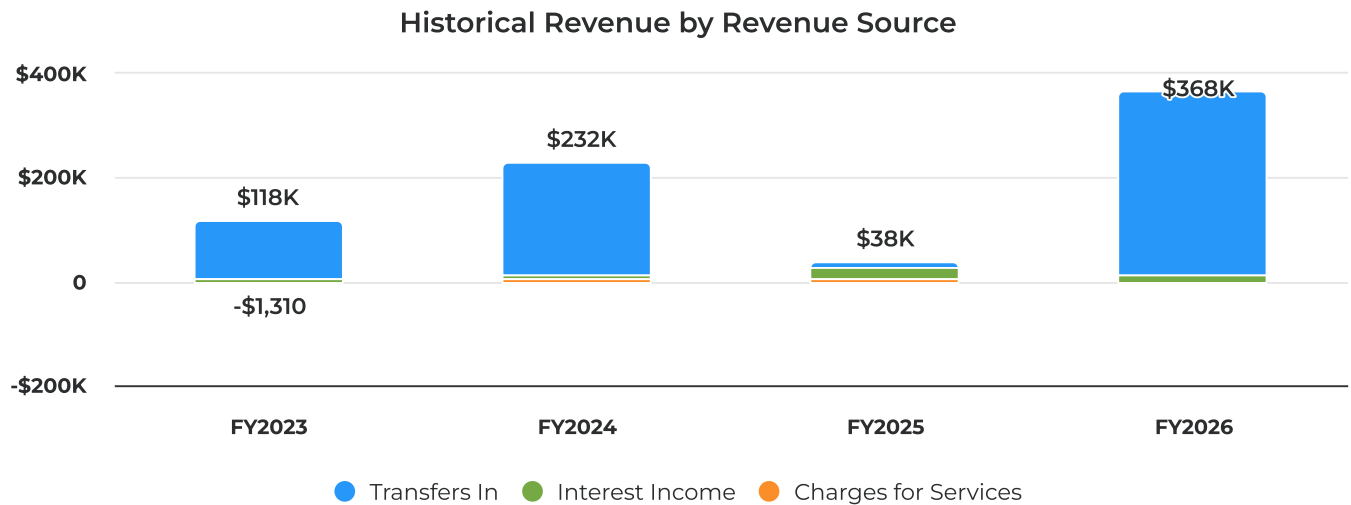
Category	FY 2023 Actual	FY 2024 Actual	2024-25 Budget	FY 2025 Actual	FY 2026 Budgeted
Beginning Fund Balance	\$2,882,140.00	\$2,902,963.00	\$3,067,155.00	\$3,067,155.00	\$2,515,784.00
Revenues					
Charges for Services	-\$1,310.47	\$4,830.59	-	\$4,720.88	-
Interest Income	\$5,273.94	\$9,604.37	\$5,769.00	\$23,070.93	\$12,500.00
Transfers In	\$112,389.50	\$217,322.90	\$55,600.00	\$10,530.00	\$355,600.00
Total Revenues	\$116,352.97	\$231,757.86	\$61,369.00	\$38,321.81	\$368,100.00
Expenditures					
Capital Expenses/ Projects	\$38,930.07	-	\$1,165,000.00	\$132,162.64	\$1,170,000.00
Transfers Out	-	\$67,565.95	-	-	-
Total Expenditures	\$38,930.07	\$67,565.95	\$1,165,000.00	\$132,162.64	\$1,170,000.00
Total Revenues Less Expenditures	\$77,422.90	\$164,191.91	-\$1,103,631.00	-\$93,840.83	-\$801,900.00
Ending Fund Balance	\$2,959,562.90	\$3,067,154.91	\$1,963,524.00	\$2,973,314.17	\$1,713,884.00



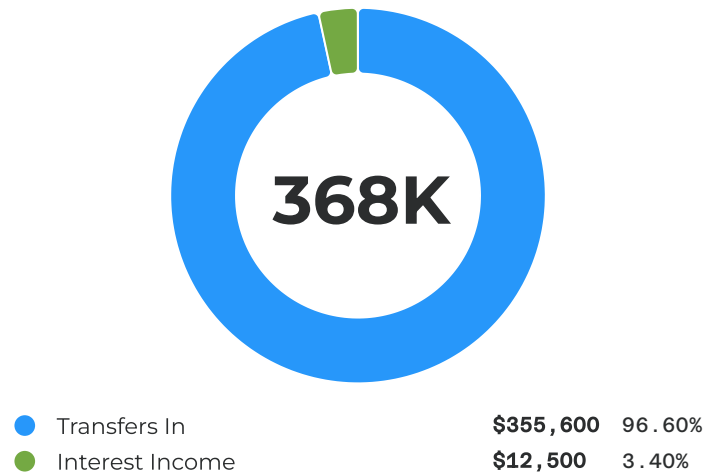
Water Capital Improvement Fund Summary



Revenues by Revenue Source



FY26 Revenues by Revenue Source

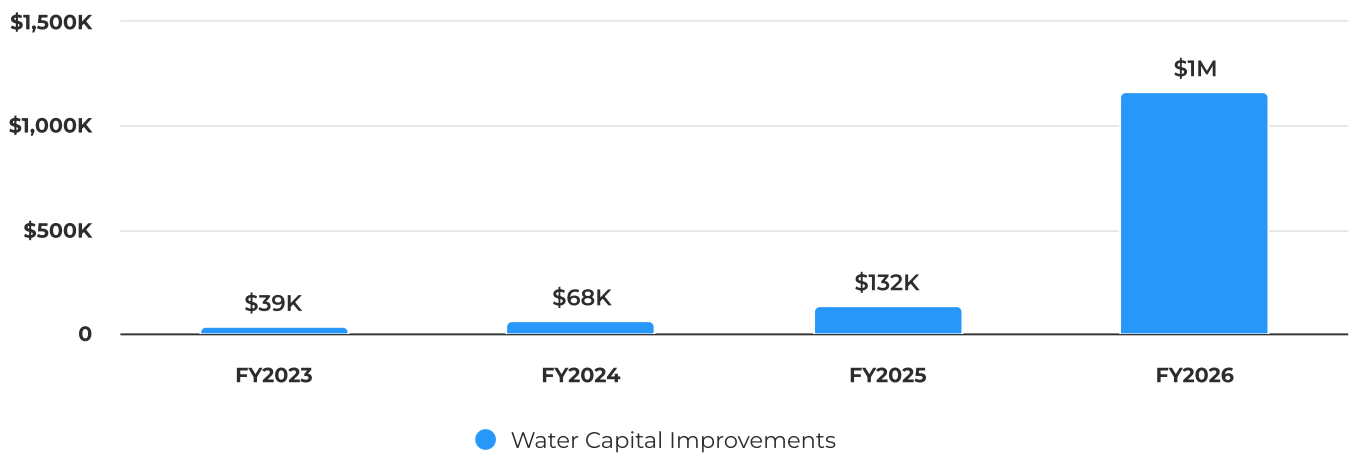


Revenues by Revenue Source

Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	24-25 vs. FY 25-26 Budget (%)
Charges for Services	-\$1,310.47	\$4,830.59	\$4,720.88	-	-	-
Interest Income	\$5,273.94	\$9,604.37	\$23,070.93	\$5,769.00	\$12,500.00	116.68%
Transfers In	\$112,389.50	\$217,322.90	\$10,530.00	\$55,600.00	\$355,600.00	539.57%
Total Revenues	\$116,352.97	\$231,757.86	\$38,321.81	\$61,369.00	\$368,100.00	499.81%

Expenditures by Department

Historical Expenditures by Department



FY26 Expenditures by Department



● Water Capital Improvements **\$1,170,000** 100.00%

Expenditures by Department

Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	24-25 vs. FY 25-26 Budget (%)
Water Capital Improvements	\$38,930.07	\$67,565.95	\$132,162.64	\$1,165,000.00	\$1,170,000.00	0.43%
Total Expenditures	\$38,930.07	\$67,565.95	\$132,162.64	\$1,165,000.00	\$1,170,000.00	0.43%



Water Connection Fund 157

The General Fund serves as the City's primary operating fund. It is used to account for all financial resources that are not specifically required to be recorded in a separate fund.

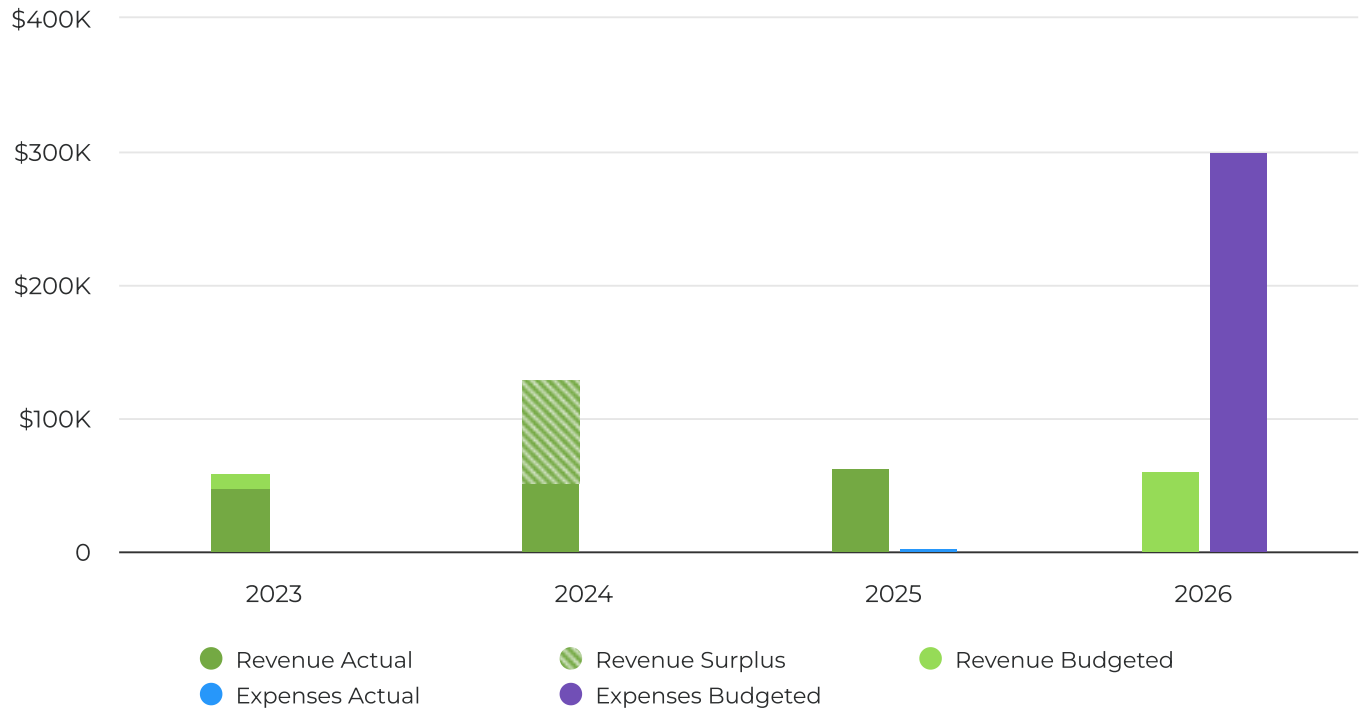
Water Connection Fund Comprehensive Fund Summary

Comprehensive Fund Summary

Category	FY 2023 Actual	FY 2024 Actual	2024-25 Budget	FY 2025 Actual	FY 2026 Budgeted
Beginning Fund Balance	\$982,267.00	\$1,029,629.00	\$1,159,518.00	\$1,159,518.00	\$1,224,206.00
Revenues					
Charges for Services	\$34,189.00	\$105,900.00	\$50,000.00	\$51,900.00	\$50,000.00
Interest Income	\$13,173.08	\$23,989.53	\$13,500.00	\$11,117.93	\$10,000.00
Total Revenues	\$47,362.08	\$129,889.53	\$63,500.00	\$63,017.93	\$60,000.00
Expenditures					
Capital Expenses/ Projects	-	-	-	\$3,330.00	-
Transfers Out	-	-	-	-	\$300,000.00
Total Expenditures	-	-	-	\$3,330.00	\$300,000.00
Total Revenues Less Expenditures	\$47,362.08	\$129,889.53	\$63,500.00	\$59,687.93	-\$240,000.00
Ending Fund Balance	\$1,029,629.08	\$1,159,518.53	\$1,223,018.00	\$1,219,205.93	\$984,206.00

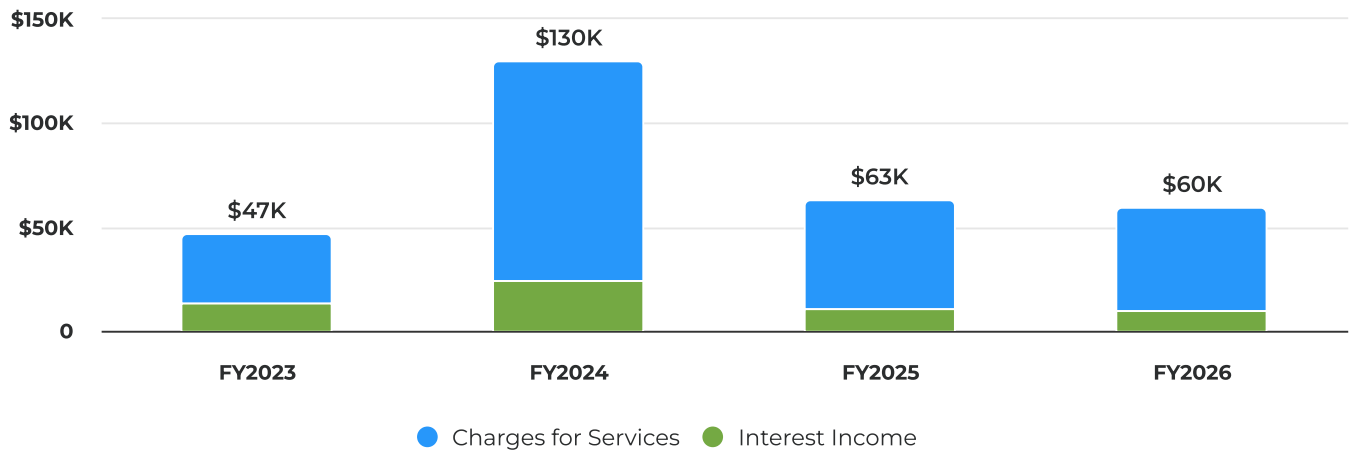
Water Connection Fund Summary

Revenues vs Expenditures Summary

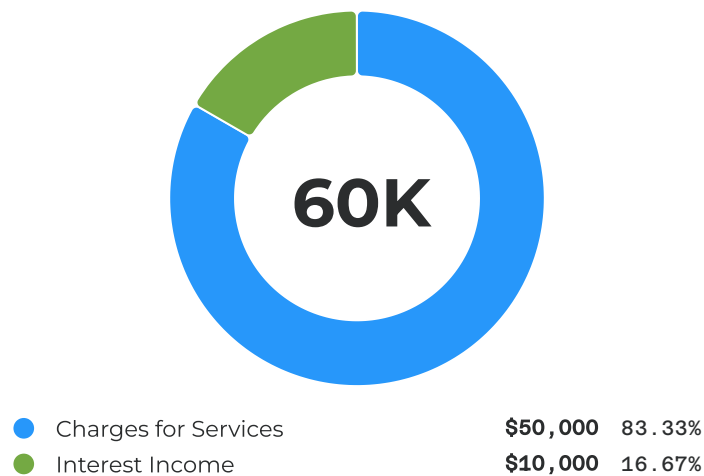


Revenues by Revenue Source

Historical Revenue by Revenue Source



FY26 Revenues by Revenue Source



Revenues by Revenue Source

Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	24-25 vs. FY 25-26 Budget (%)
Charges for Services	\$34,189.00	\$105,900.00	\$51,900.00	\$50,000.00	\$50,000.00	0.00%
Interest Income	\$13,173.08	\$23,989.53	\$11,117.93	\$13,500.00	\$10,000.00	-25.93%
Total Revenues	\$47,362.08	\$129,889.53	\$63,017.93	\$63,500.00	\$60,000.00	-5.51%



Water Master Plan Preparation Fund 161

The General Fund serves as the City's primary operating fund. It is used to account for all financial resources that are not specifically required to be recorded in a separate fund.

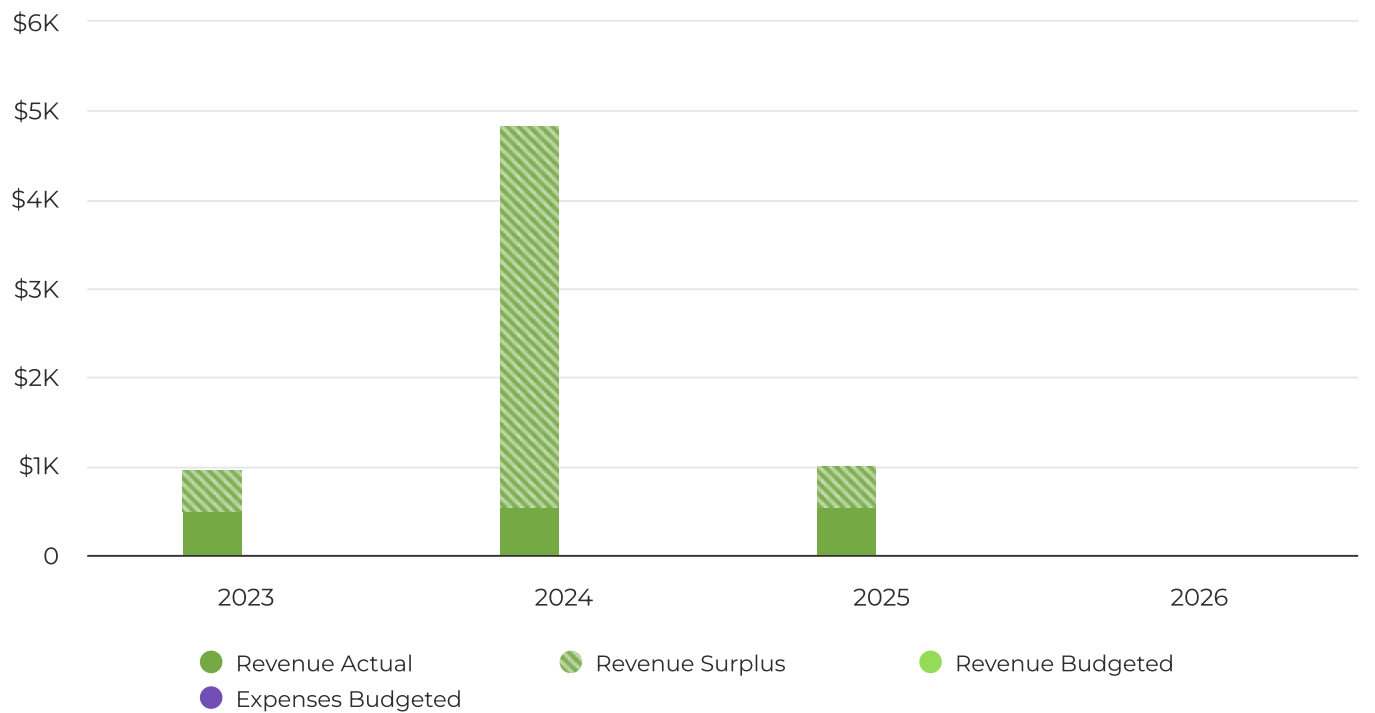
Water Master Plan Preparation Fund Comprehensive Fund Summary

Comprehensive Fund Summary

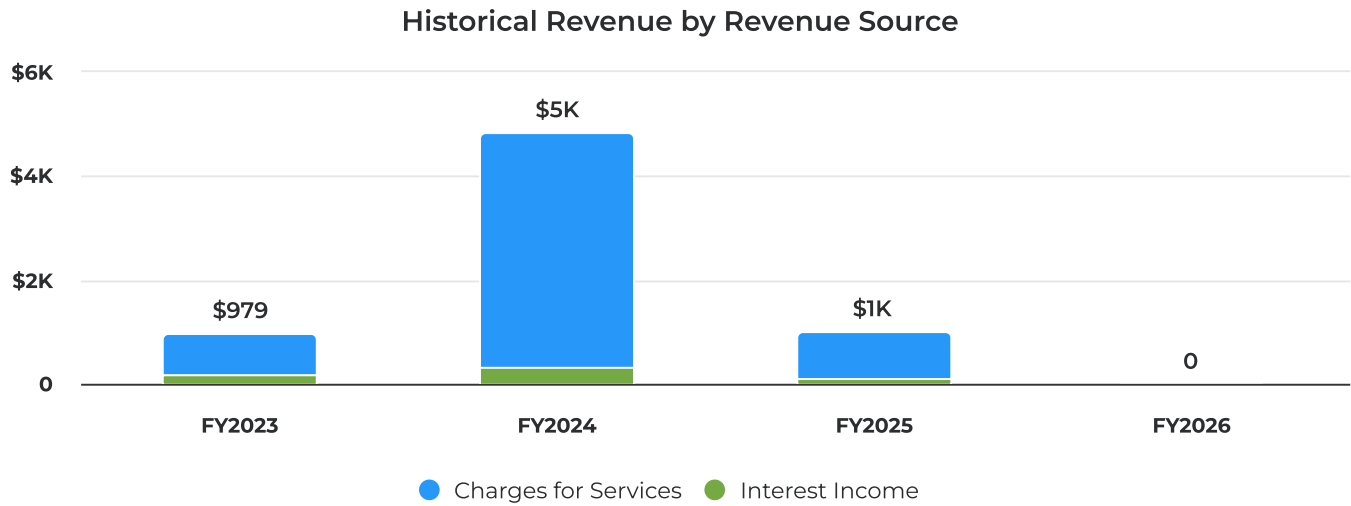
Category	FY 2023 Actual	FY 2024 Actual	2024-25 Budget	FY 2025 Actual	FY 2026 Budgeted
Beginning Fund Balance	\$35,367.00	\$36,347.00	\$41,190.00	\$41,190.00	\$42,197.00
Revenues					
Charges for Services	\$804.55	\$4,525.16	\$500.00	\$912.00	-
Interest Income	\$174.92	\$318.53	\$50.00	\$94.44	-
Total Revenues	\$979.47	\$4,843.69	\$550.00	\$1,006.44	-
Expenditures					
Total Expenditures	-	-	-	-	-
Total Revenues Less Expenditures	\$979.47	\$4,843.69	\$550.00	\$1,006.44	-
Ending Fund Balance	\$36,346.47	\$41,190.69	\$41,740.00	\$42,196.44	\$42,197.00

Water Master Plan Preparation Fund Summary

Revenues vs Expenditures Summary



Revenues by Revenue Source



FY26 Revenues by Revenue Source



i
No data available

Revenues by Revenue Source

Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	24-25 vs. FY 25- 26 Budget (%)
Charges for Services	\$804.55	\$4,525.16	\$912.00	\$500.00	-	-100.00%
Interest Income	\$174.92	\$318.53	\$94.44	\$50.00	-	-100.00%
Total Revenues	\$979.47	\$4,843.69	\$1,006.44	\$550.00	-	-100.00%



System Development Water Fund 206

The General Fund serves as the City's primary operating fund. It is used to account for all financial resources that are not specifically required to be recorded in a separate fund.

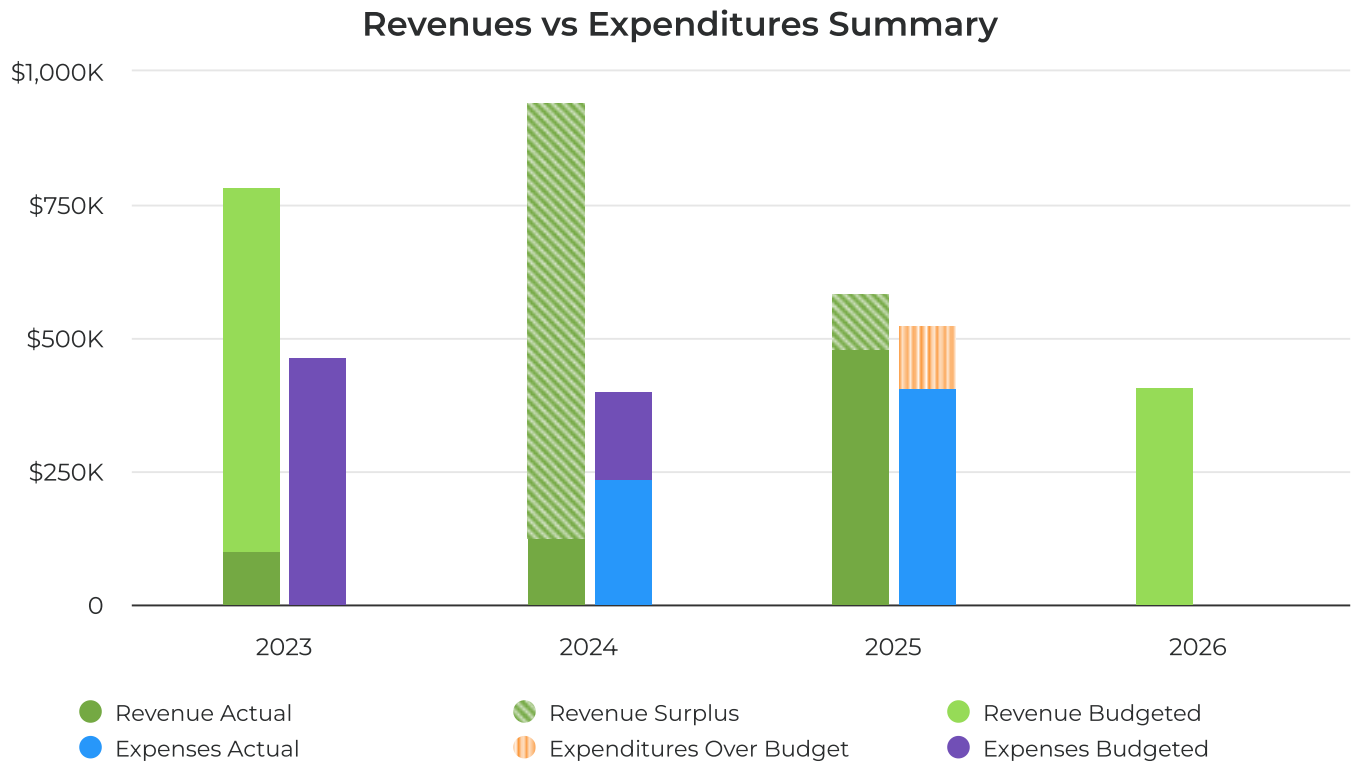
System Development Water Fund Comprehensive Fund Summary

Comprehensive Fund Summary

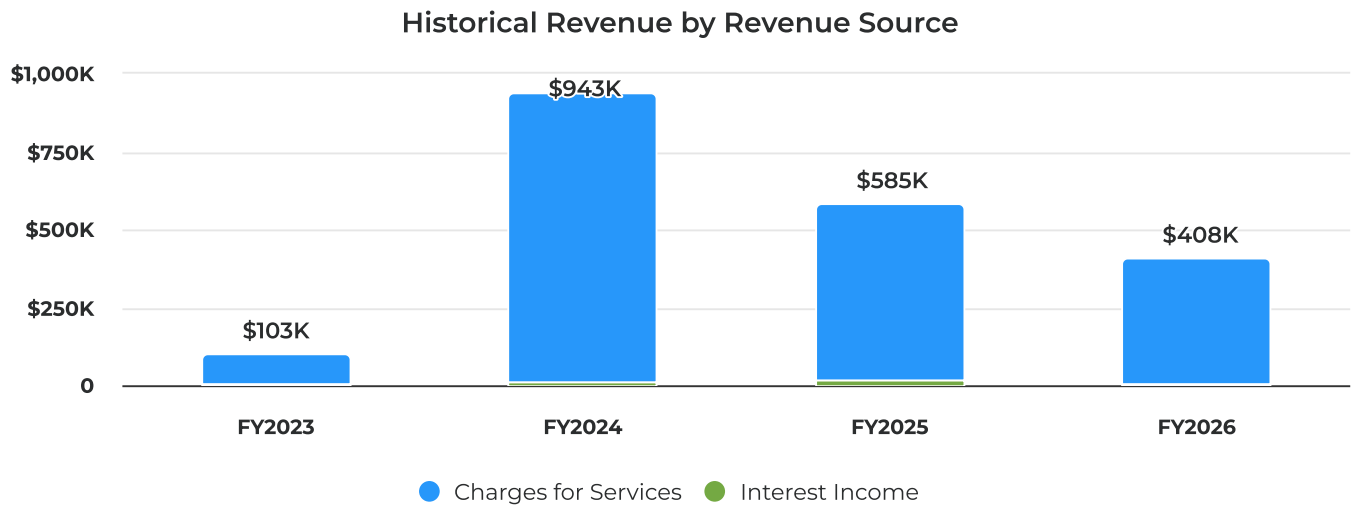
Category	FY 2023 Actual	FY 2024 Actual	2024-25 Budget	FY 2025 Actual	FY 2026 Budgeted
Beginning Fund Balance	\$879,312.00	\$981,227.00	\$1,688,404.00	\$1,688,404.00	\$1,773,713.00
Revenues					
Charges for Services	\$98,149.78	\$933,098.85	\$475,000.00	\$569,525.08	\$400,000.00
Interest Income	\$5,175.98	\$9,425.98	\$5,750.00	\$15,812.54	\$8,000.00
Total Revenues	\$103,325.76	\$942,524.83	\$480,750.00	\$585,337.62	\$408,000.00
Expenditures					
Capital Expenses/ Projects	\$1,411.00	-	\$400,000.00	\$525,028.81	-
Transfers Out	-	\$235,347.21	-	-	-
Total Expenditures	\$1,411.00	\$235,347.21	\$400,000.00	\$525,028.81	-
Total Revenues Less Expenditures	\$101,914.76	\$707,177.62	\$80,750.00	\$60,308.81	\$408,000.00
Ending Fund Balance	\$981,226.76	\$1,688,404.62	\$1,769,154.00	\$1,748,712.81	\$2,181,713.00



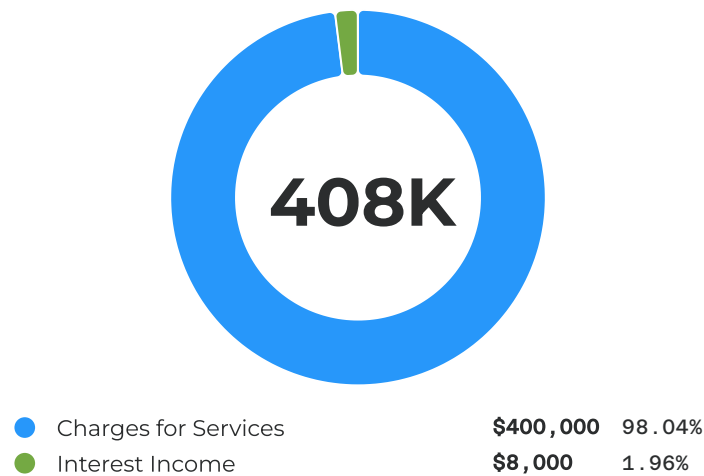
System Development Water Fund Summary



Revenues by Revenue Source



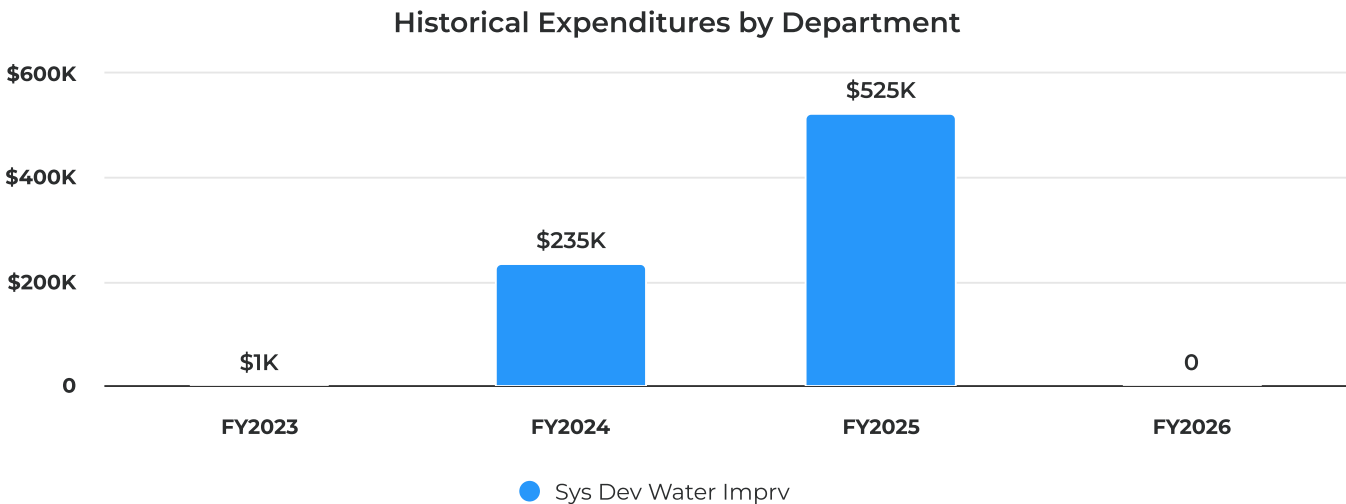
FY26 Revenues by Revenue Source



Revenues by Revenue Source

Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	24-25 vs. FY 25-26 Budget (%)
Charges for Services	\$98,149.78	\$933,098.85	\$569,525.08	\$475,000.00	\$400,000.00	-15.79%
Interest Income	\$5,175.98	\$9,425.98	\$15,812.54	\$5,750.00	\$8,000.00	39.13%
Total Revenues	\$103,325.76	\$942,524.83	\$585,337.62	\$480,750.00	\$408,000.00	-15.13%

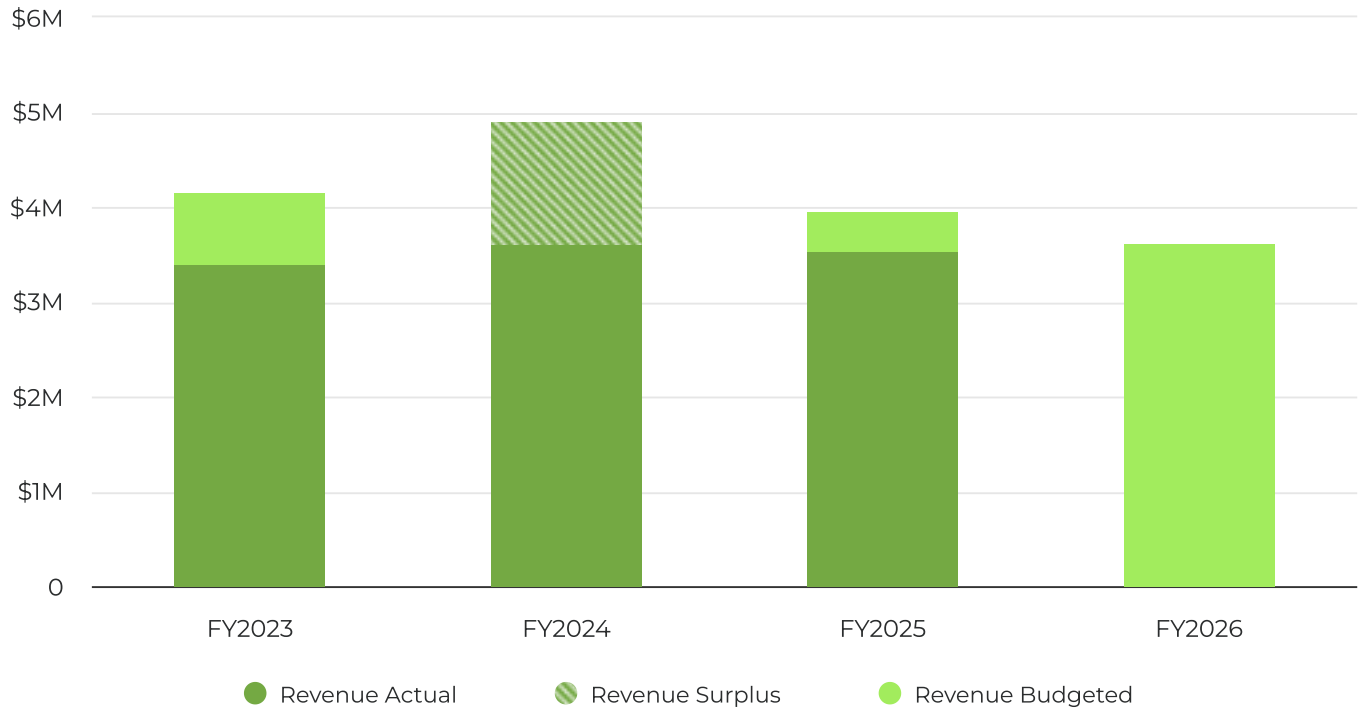
Expenditures by Department



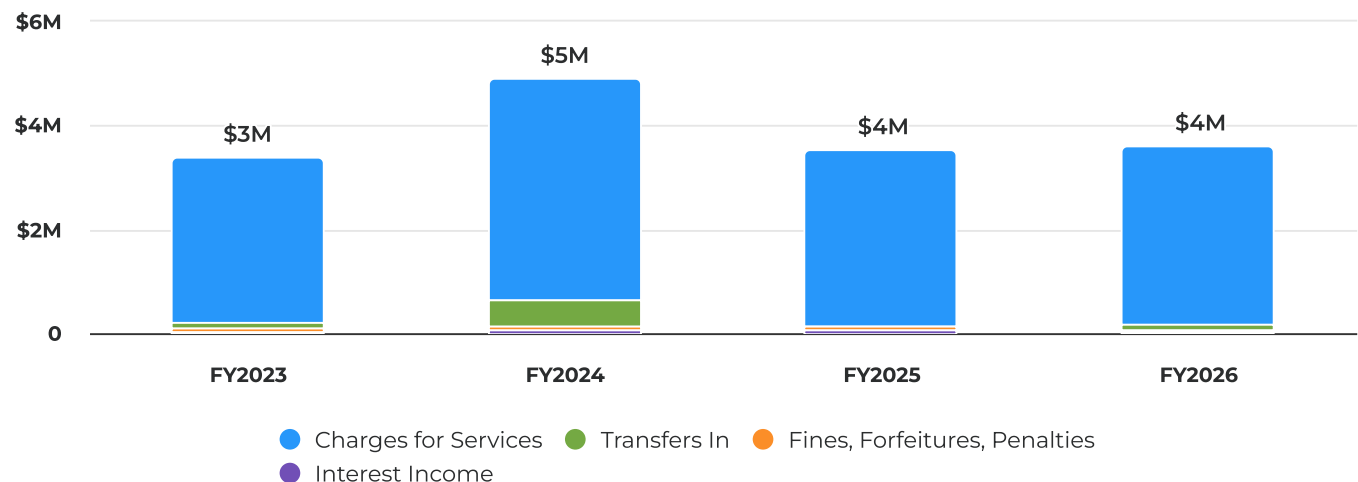
Water Operation Funds Revenue

Water Operation Revenue Summary

Historical Revenues Across Revenue Source



Water Operation Revenues by Revenue Source



Revenues by Revenue Source

Category	FY 2024 Actual	FY 2023 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	FY 24-25 vs 25-26 %
Charges for Services						
WATER REVENUES	\$3,150,668	\$3,035,864	\$2,693,106	\$3,250,000	\$3,412,500	5.00%

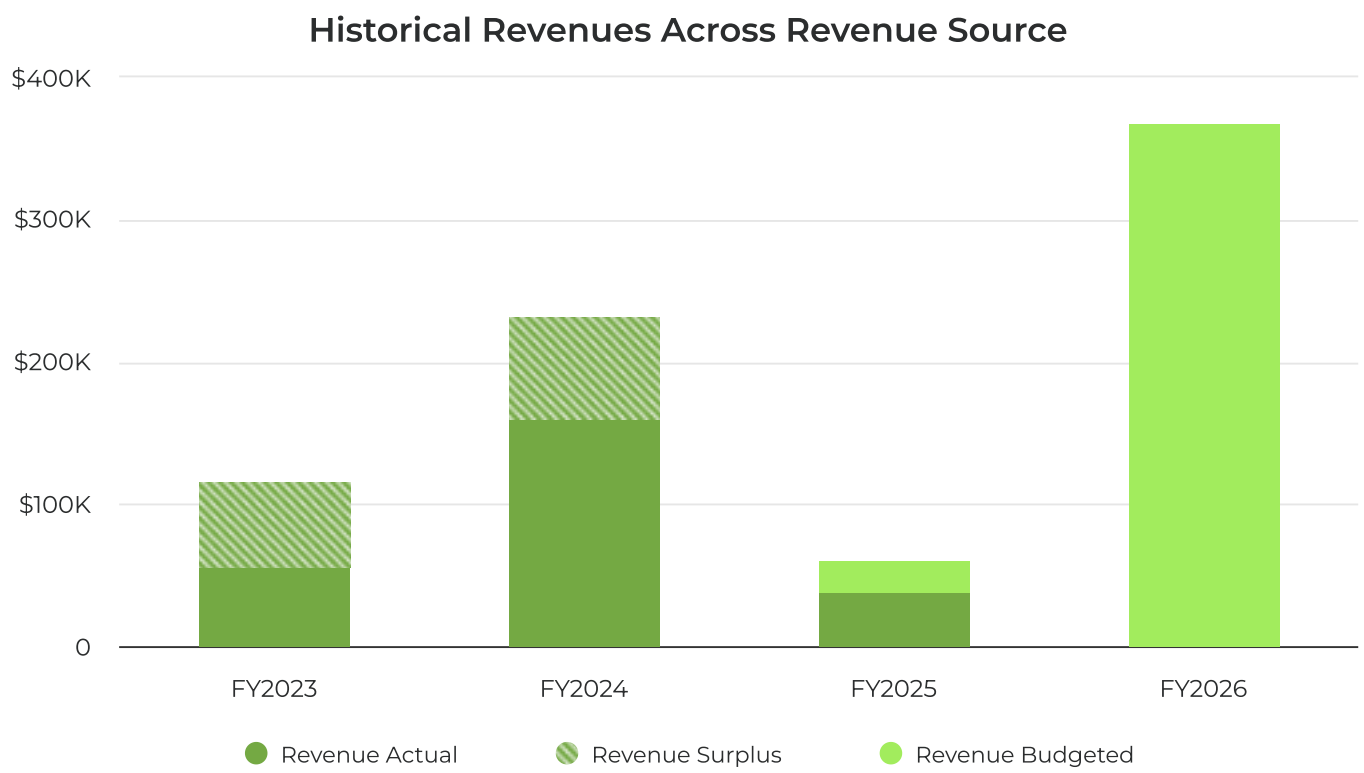


Category	FY 2024 Actual	FY 2023 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	FY 24-25 vs 25-26 %
BAD DEBT-UTILITY COLLECTIONS	\$791	\$1,039	\$7,254	\$8,000	\$10,000	25.00%
INSPECTION FEES	\$0	\$150	\$0	\$500	\$0	-100.00%
BACKFLOW INSPECTIONS	\$38,841	\$29,629	\$36,943	\$25,000	\$35,000	40.00%
MISCELLANEOUS REVENUES	\$13,898	\$8,587	\$4,258	\$2,000	\$3,500	75.00%
UNREALIZED GAIN/LOSS ON INVEST	\$13,189	-\$24,937	\$32,778	\$0	\$0	
UNREALIZED GAIN/LOSS ON INVEST	\$4,831	-\$1,310	\$4,721	\$0	\$0	
WATER CONNECTION FEES	\$105,900	\$34,189	\$51,900	\$50,000	\$0	-100.00%
DEVELOPER FEES	\$933,099	\$98,150	\$569,525	\$475,000	\$0	-100.00%
Total Charges for Services	\$4,261,218	\$3,181,360	\$3,400,484	\$3,810,500	\$3,461,000	-9.17%
Fines, Forfeitures, Penalties						
FINES, FORFEITURES,PENALTIES	\$62,141	\$59,399	\$58,888	\$55,000	\$60,000	9.09%
WATER VIOLATIONS	\$75	\$0	\$6	\$0	\$0	
Total Fines, Forfeitures, Penalties	\$62,216	\$59,399	\$58,894	\$55,000	\$60,000	9.09%
Interest Income						
INTEREST INCOME	\$29,352	\$24,096	\$20,207	\$14,000	\$29,000	107.14%
INTEREST INCOME	\$9,604	\$5,274	\$23,071	\$5,769	\$0	-100.00%
INTEREST INCOME	\$23,990	\$13,173	\$11,118	\$13,500	\$0	-100.00%
INTEREST INCOME	\$9,426	\$5,176	\$15,813	\$5,750	\$0	-100.00%
Total Interest Income	\$72,371	\$47,719	\$70,209	\$39,019	\$29,000	-25.68%
Transfers In						
TRANSFERS IN	\$302,913	\$0	\$0	\$0	\$75,000	
TRANSFERS IN	\$217,323	\$112,390	\$10,530	\$55,600	\$0	-100.00%
Total Transfers In	\$520,236	\$112,390	\$10,530	\$55,600	\$75,000	34.89%
Total Revenues	\$4,916,041	\$3,400,868	\$3,540,117	\$3,960,119	\$3,625,000	-8.46%

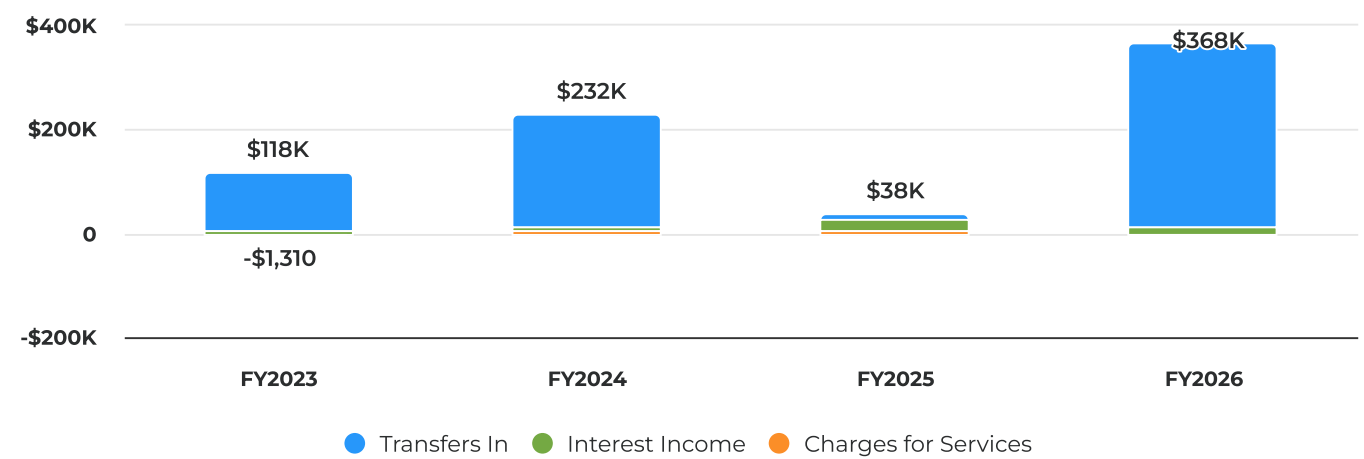


Water Capital Improvement Funds Revenue

Water Capital Improvement Revenue Summary



Water Capital Improvement Revenues by Revenue Source



Revenues by Revenue Source

Category	FY 2024 Actual	FY 2023 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	FY 24-25 vs 25-26 %
Charges for Services						
UNREALIZED GAIN/LOSS ON INVEST	\$4,831	-\$1,310	\$4,721	\$0	\$0	

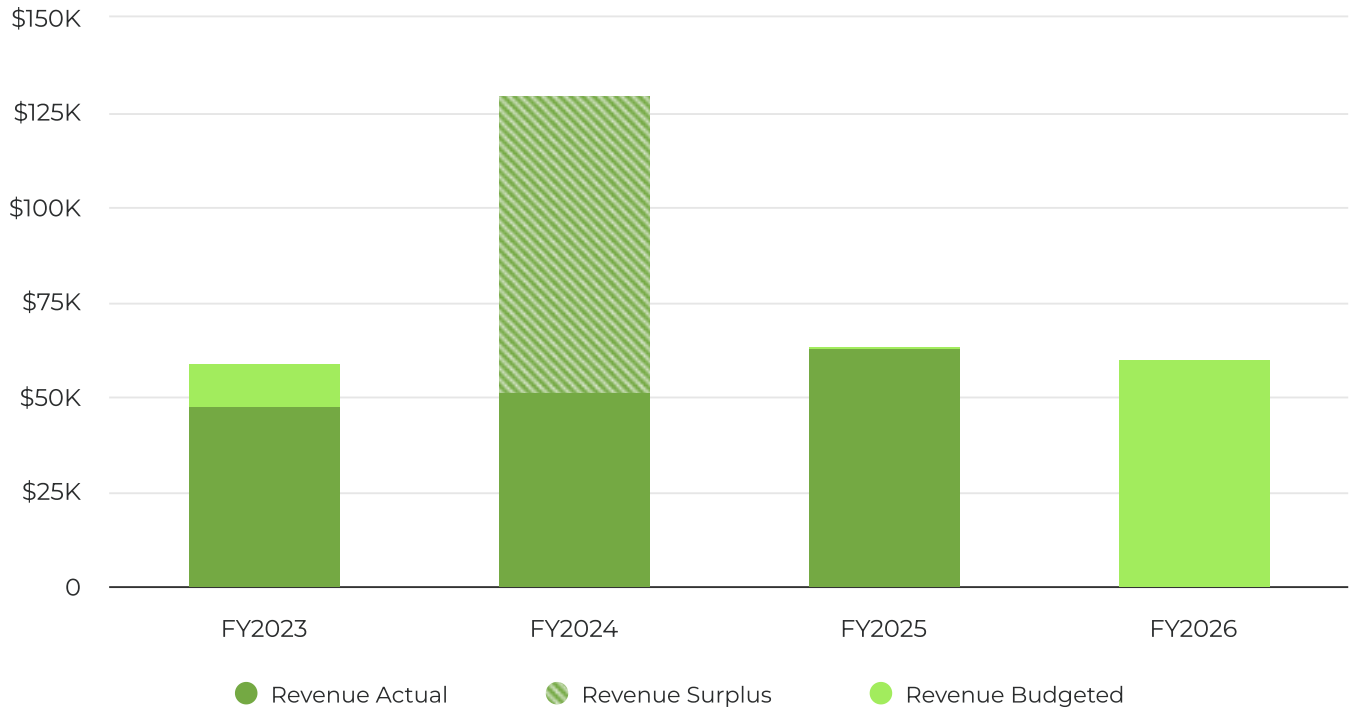


Category	FY 2024 Actual	FY 2023 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	FY 24-25 vs 25-26 %
Total Charges for Services	\$4,831	-\$1,310	\$4,721	\$0	\$0	
Interest Income						
INTEREST INCOME	\$9,604	\$5,274	\$23,071	\$5,769	\$12,500	116.68%
Total Interest Income	\$9,604	\$5,274	\$23,071	\$5,769	\$12,500	116.68%
Transfers In						
TRANSFERS IN	\$217,323	\$112,390	\$10,530	\$55,600	\$355,600	539.57%
Total Transfers In	\$217,323	\$112,390	\$10,530	\$55,600	\$355,600	539.57%
Total Revenues	\$231,758	\$116,353	\$38,322	\$61,369	\$368,100	499.81%

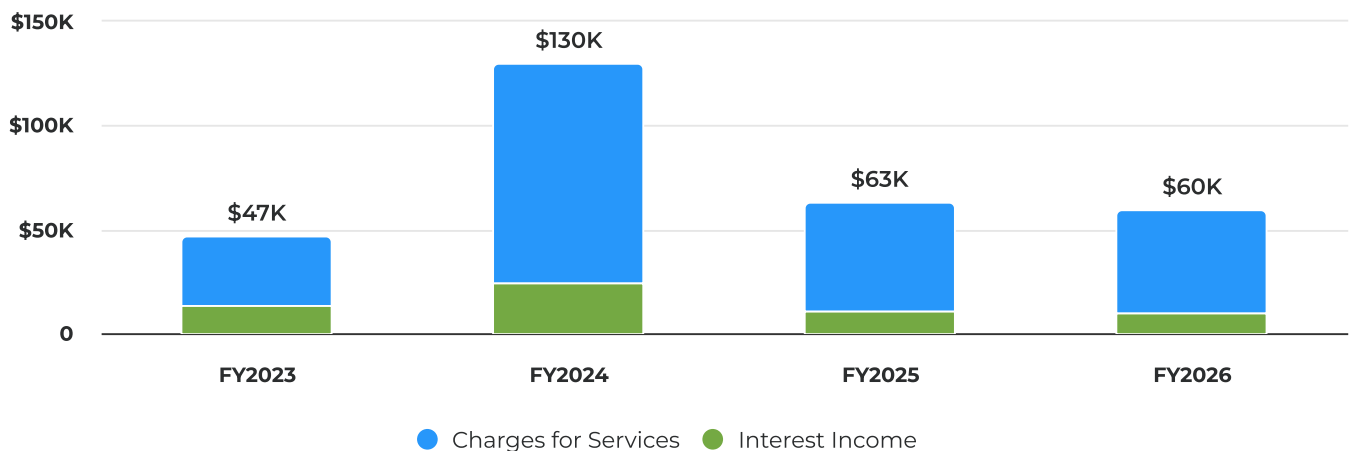
Water Connection Fund Funds Revenue

Water Connection Fund Revenue Summary

Historical Revenues Across Revenue Source



Water Connection Fund Revenues by Revenue Source



Revenues by Revenue Source

Category	FY 2024 Actual	FY 2023 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	FY 24-25 vs 25-26 %
Charges for Services						
WATER CONNECTION FEES	\$105,900	\$34,189	\$51,900	\$50,000	\$50,000	0.00%



Category	FY 2024 Actual	FY 2023 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	FY 24-25 vs 25-26 %
Total Charges for Services	\$105,900	\$34,189	\$51,900	\$50,000	\$50,000	0.00%
Interest Income						
INTEREST INCOME	\$23,990	\$13,173	\$11,118	\$13,500	\$10,000	-25.93%
Total Interest Income	\$23,990	\$13,173	\$11,118	\$13,500	\$10,000	-25.93%
Total Revenues	\$129,890	\$47,362	\$63,018	\$63,500	\$60,000	-5.51%



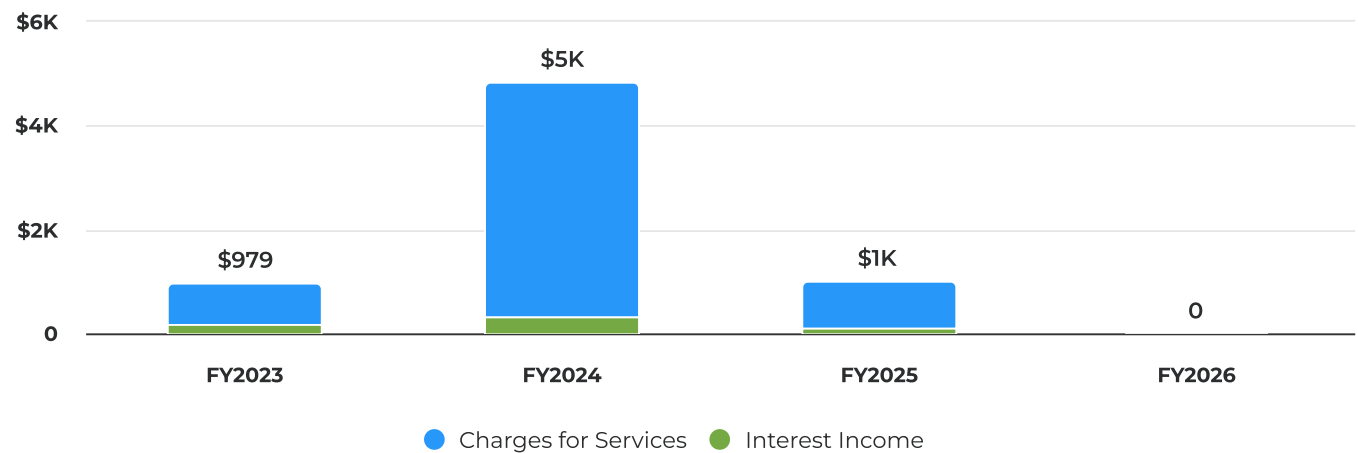
Water Master Plan Preparation Fund Revenue

Water Master Plan Preparation Fund Revenue Summary

Historical Revenues Across Revenue Source



Water Master Plan Preparation Fund Revenues by Revenue Source

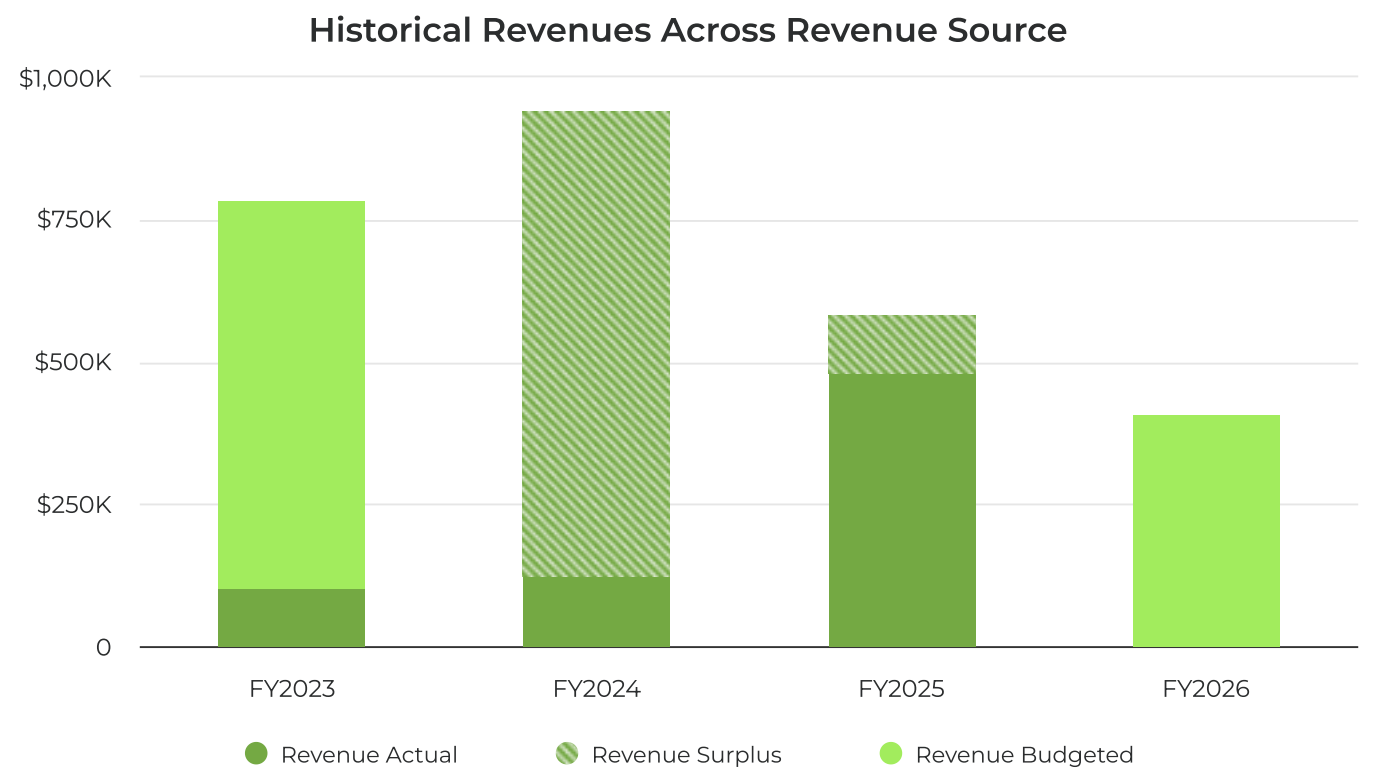


Revenues by Revenue Source

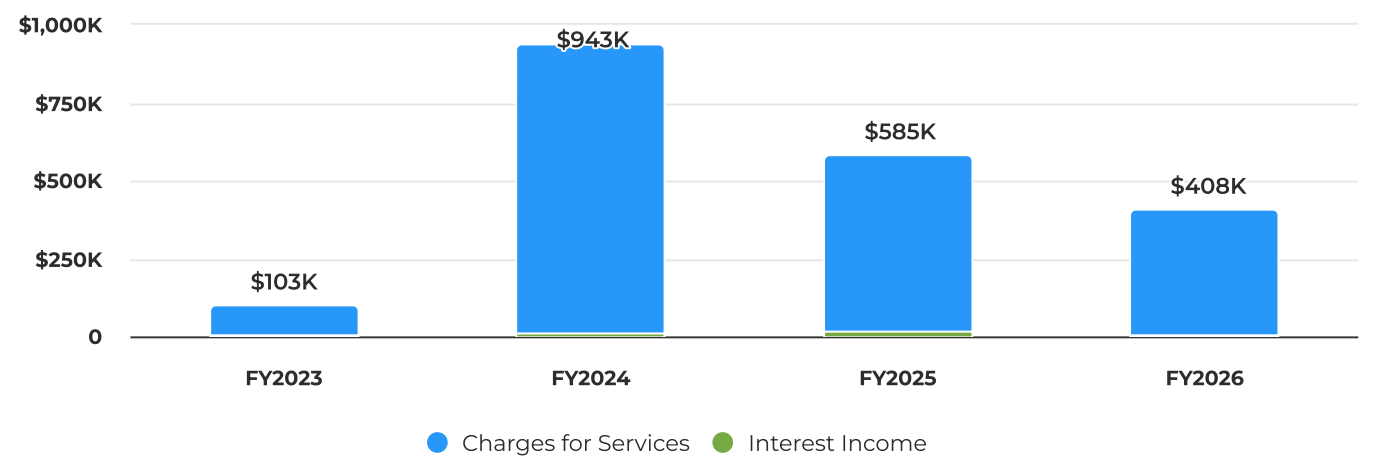
Category	FY 2024 Actual	FY 2023 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	FY 24-25 vs 25- 26 %
Charges for Services						
PLAN PREPARATION	\$4,525	\$805	\$912	\$500	\$0	-100.00%
Total Charges for Services	\$4,525	\$805	\$912	\$500	\$0	-100.00%
Interest Income						
INTEREST INCOME	\$319	\$175	\$94	\$50	\$0	-100.00%
Total Interest Income	\$319	\$175	\$94	\$50	\$0	-100.00%
Total Revenues	\$4,844	\$979	\$1,006	\$550	\$0	-100.00%

System Development Water Fund Revenue

System Development Water Fund Revenue Summary



System Development Water Fund Revenues by Revenue Source



Revenues by Revenue Source

Category	FY 2024 Actual	FY 2023 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	FY 24-25 vs 25-26 %
Charges for Services						
DEVELOPER FEES	\$933,099	\$98,150	\$569,525	\$475,000	\$400,000	-15.79%



Category	FY 2024 Actual	FY 2023 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	FY 24-25 vs 25-26 %
Total Charges for Services	\$933,099	\$98,150	\$569,525	\$475,000	\$400,000	-15.79%
Interest Income						
INTEREST INCOME	\$9,426	\$5,176	\$15,813	\$5,750	\$8,000	39.13%
Total Interest Income	\$9,426	\$5,176	\$15,813	\$5,750	\$8,000	39.13%
Total Revenues	\$942,525	\$103,326	\$585,338	\$480,750	\$408,000	-15.13%

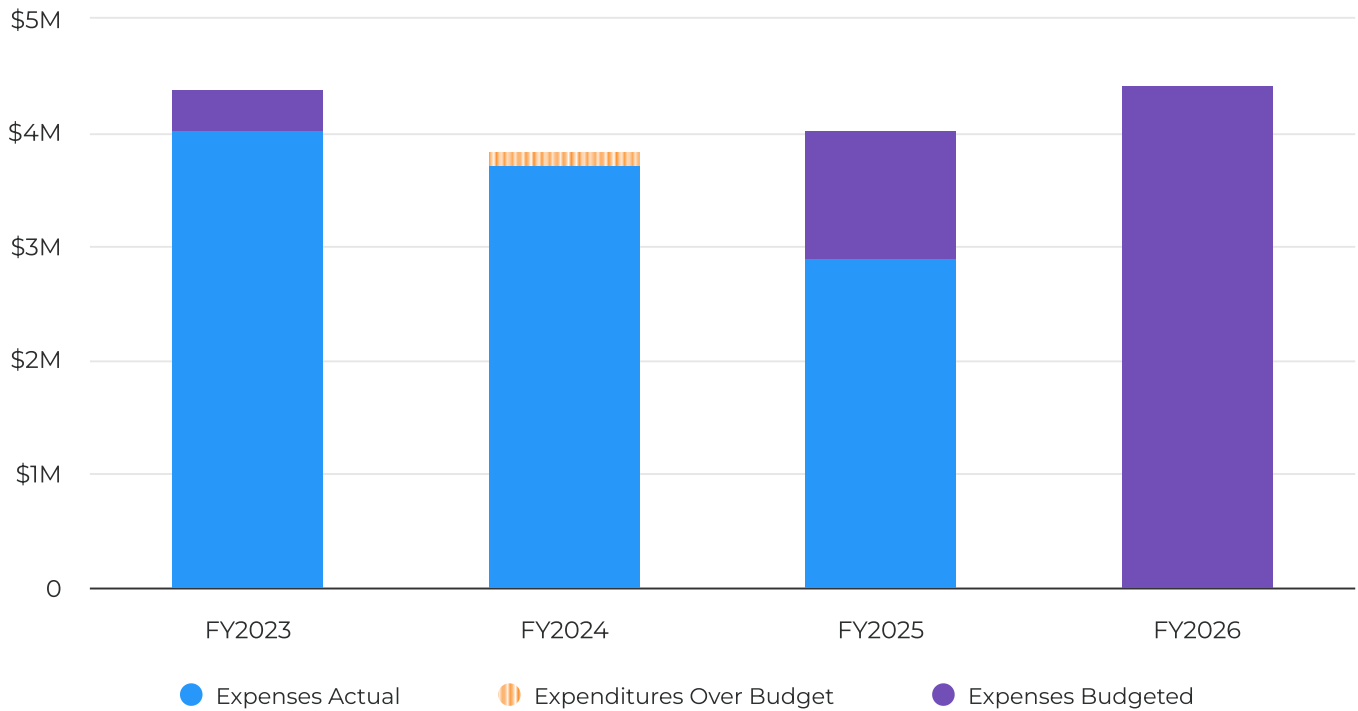


Water Operation 114-433

The purpose of the department is to maintain the water infrastructure of the water system for residential and commercial customers.

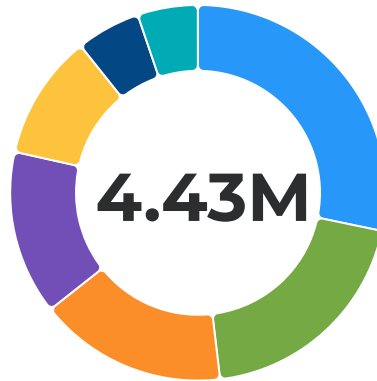
Expenditure Summary

Historical Expenditures Across Department



Expenditures by Object Summary

FY26 Expenditures by Object Summary



Salary	\$1,251,622	28.26%
Payroll Benefits	\$880,007	19.87%
Professional Services	\$719,123	16.23%
Services/Supplies	\$626,791	14.15%
Utilities	\$477,326	10.78%
Transfers Out	\$244,653	5.52%
Capital Expenses/ Projects	\$230,000	5.19%

Expenditures Water Operation 114-433

Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	24-25 vs. 25-26 (%)
Payroll Benefits	\$217,477.47	\$355,745.82	\$541,959.19	\$775,176.00	\$880,007.49	13.52%
Salary	\$480,292.19	\$545,043.96	\$1,010,002.87	\$1,218,559.00	\$1,251,622.21	2.71%
Professional Services	\$544,550.92	\$437,309.28	\$619,201.25	\$534,752.00	\$719,123.21	34.48%
Services/Supplies	\$236,784.69	\$737,459.24	\$151,177.22	\$601,623.00	\$626,791.00	4.18%
Utilities	\$486,178.80	\$414,090.46	\$416,424.53	\$557,452.00	\$477,326.00	-14.37%
Capital Expenses/ Projects	\$946,824.97	\$144,463.76	\$157,244.97	\$94,500.00	\$230,000.00	143.39%
Transfers Out	\$1,108,718.74	\$1,206,755.89	\$10,530.00	\$250,955.61	\$244,652.50	-2.51%
Total Expenditures	\$4,020,827.78	\$3,840,868.41	\$2,906,540.03	\$4,033,017.61	\$4,429,522.41	9.83%



Water Operating Detail Budget

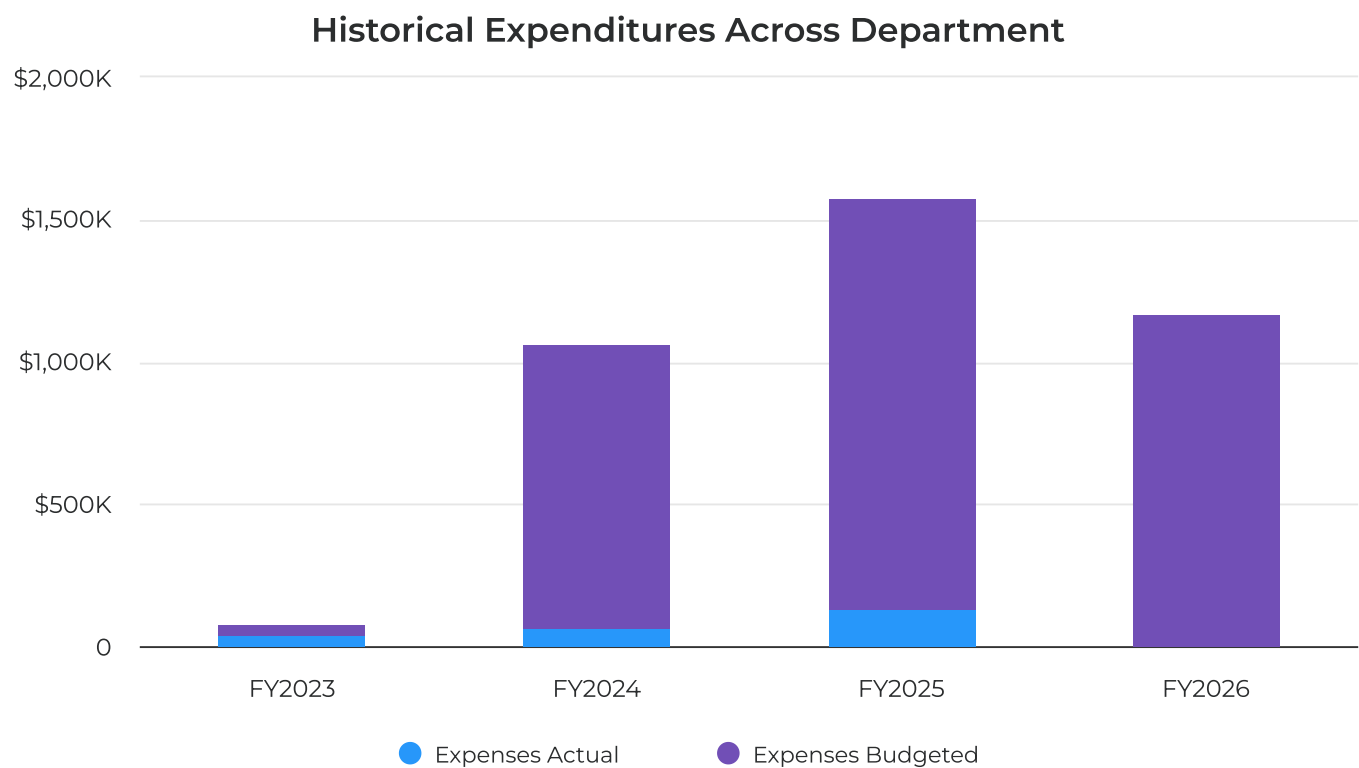
DEPARTMENT 114-433: WATER		
702.030	Maintenance Operation Equipment	124,380
	Misc. Expenses	60,000
	Fleet Department Subsidy	64,380
702.031	Rents & Leases	119,743
	Enterprise Vehicle Lease	64,200
	Fleet Department Subsidy	52,243
	Printer/Copier lease	3,300
702.032	Professional/Special Services	415,000
	Software Licenses	5,000
	Testing/Sampling	65,000
	Backflow Testing	8,000
	CRWA	1,000
	American Water Works	2,000
	MCC Controls	1,000
	SJVAPCD	5,000
	EM Electric & Mach.	5,000
	Equarius waterworks	8,000
	Other Services	163,000
	STRGBA	140,000
	Du-All	12,000
702.034	Other Contract Services	60,000
	Banking Fees (Utility Billing Services)	
703.023	Advertising	500
703.024	Postage	8,750
703.025	Office Expense	3,500
703.064	Backflow Inspection Expense	6,500
703.067	Water Conservation Program	25,000
703.068	URAP	15,450
704.021	Utilities	470,000
	PG&E	295,000
	MID	175,000
704.022	Communications	7,326
706.026	Miscellaneous	2,200
706.027	Boot & Jacket Allowance	3,153



706.028	Small Tools		5,000
706.029	Maintenance Building/Structures		20,000
706.036	Membership, Dues, Books. Etc.		5,500
706.037	Conferences & Meetings		3,500
706.038	Staff Development		12,500
	Training/Education/Certifications	2,000	
	CWEA Classes	2,000	
	CRWA Classes	2,000	
	Backflow Certification	6,500	
706.050	Safety Equipment		3,000
706.054	Debt Service		449,188
	Annual Loan Payment for Water Meter Project		
706.056	State/County Fees		47,050
706.073	Uniform & Rags		6,000
706.999	Bad Debts		10,000
707.002	Capital Expenditures		85,000
	Annual Well Rehab Program		
707.003	Equipment/Projects		125,000
	Miscellaneous system repairs	25,000	
	New Backhow split w/Sewer 50/50	100,000	
707.010	Water Meters		20,000
999.000	Transfers Out		244,653
	Fund 101 Management personnel	189,053	
	Fund 116 Debt Service	55,600	
	Total Cost		\$2,297,893

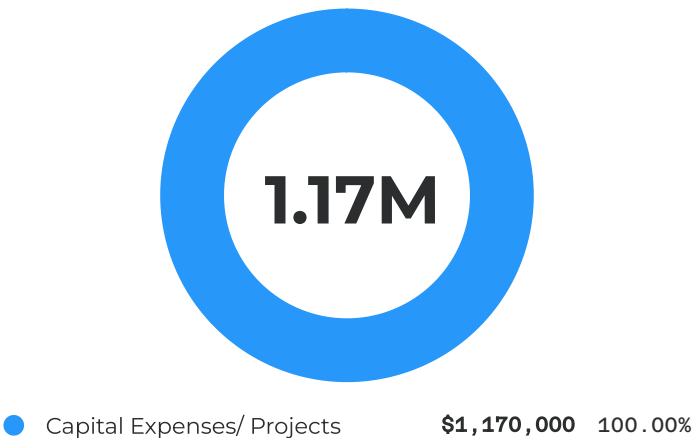
Water Capital Improvement 116-436

Expenditure Summary



Expenditures by Object Summary

FY26 Expenditures by Object Summary



Expenditures Water Capital Improvement 116-436

Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	24-25 vs. 25-26 (%)
Capital Expenses/ Projects	\$38,930.07	-	\$132,162.64	\$1,165,000.00	\$1,170,000.00	0.43%



Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	24-25 vs. 25- 26 (%)
Transfers Out	-	\$67,565.95	-	-	-	-
Total Expenditures	\$38,930.07	\$67,565.95	\$132,162.64	\$1,165,000.00	\$1,170,000.00	0.43%

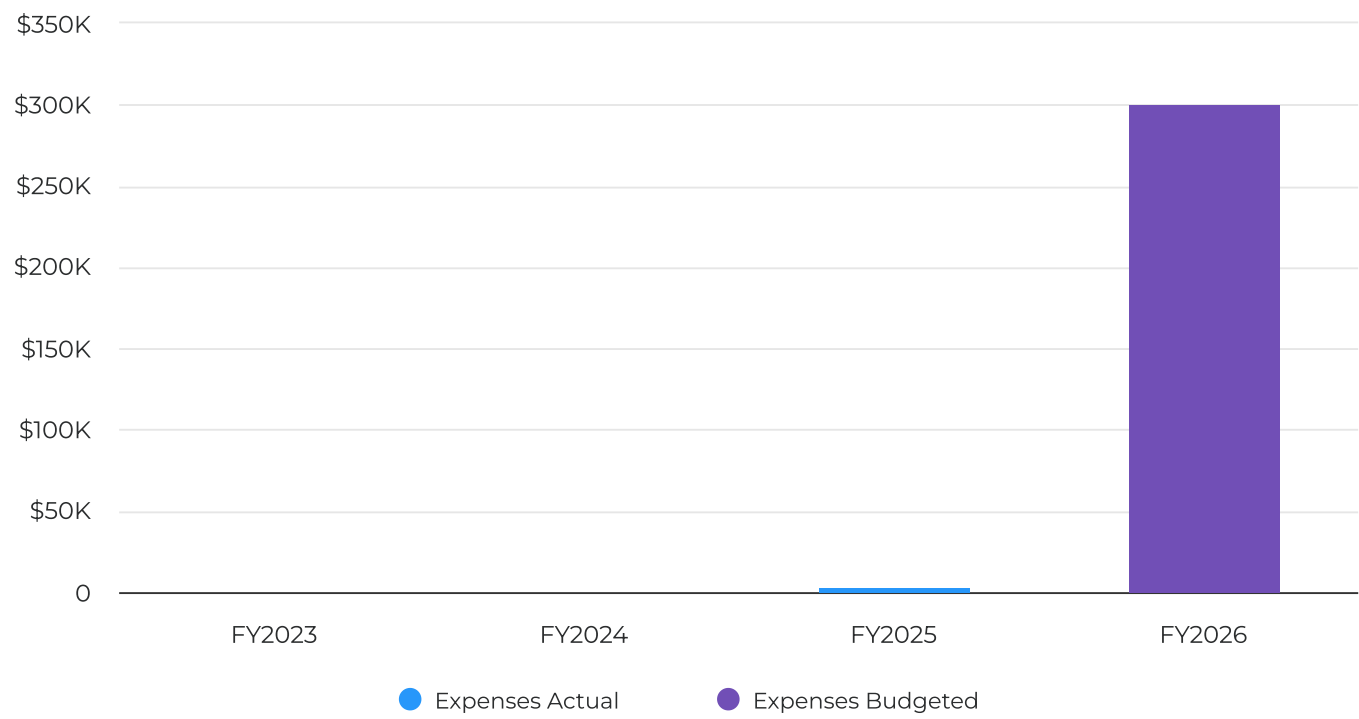
Capital Projects include:

- **Emergency Repairs** \$ 80,000
- **3 Well Site Auto Flush Valves** \$ 30,000
- **Replacement Meter Well 10** \$ 20,000
- **2 Replacement AC Units Elec. Cabinets** \$ 20,000
- **Water Line Replacements**
 - **1st to 3rd Alley** \$600,000
 - **Riverside Alley** \$420,000

Water Connection 157-437

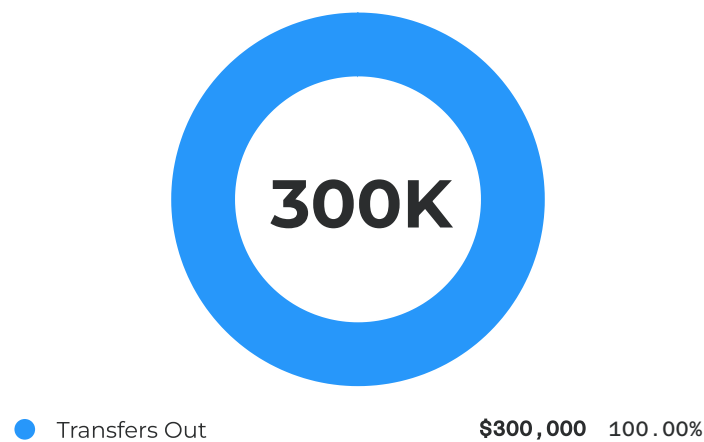
Expenditure Summary

Historical Expenditures Across Department



Expenditures by Object Summary

FY26 Expenditures by Object Summary



Expenditures Water Connection 157-437

Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	24-25 vs. 25-26 (%)
Capital Expenses/ Projects	-	-	\$3,330.00	-	-	-
Transfers Out	-	-	-	-	\$300,000.00	-



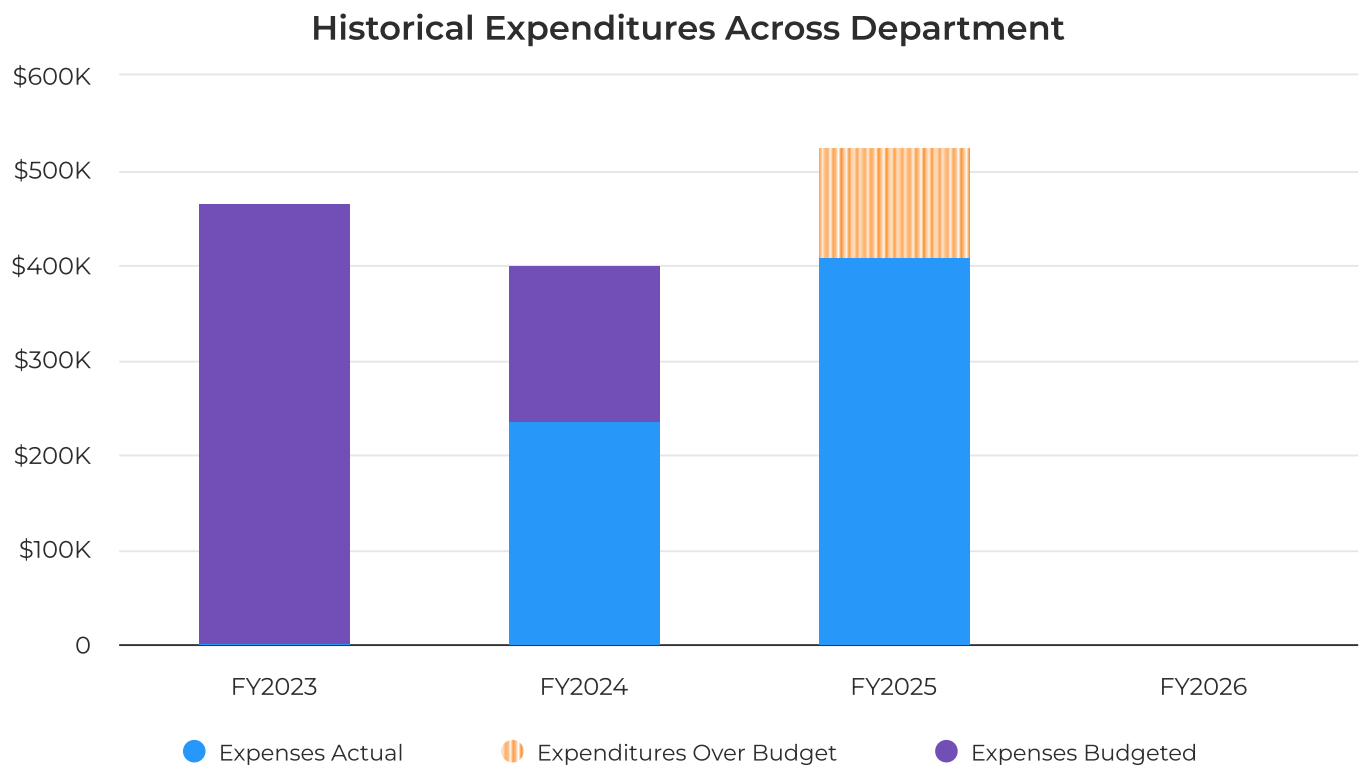
Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	24-25 vs. 25-26 (%)
Total Expenditures	-	-	\$3,330.00	-	\$300,000.00	-

Transfer out to Fund 116 to help fund waterline replacement \$300,000



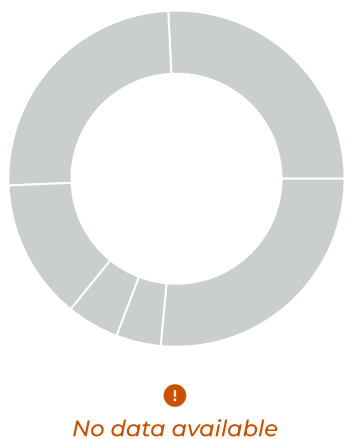
Water System Development 206-474

Expenditure Summary



Expenditures by Object Summary

FY26 Expenditures by Object Summary



Expenditures Water System Development 206-474

Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	24-25 vs. 25-26 (%)
Capital Expenses/ Projects	\$1,411.00	-	\$525,028.81	\$400,000.00	-	-100.00%



Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	24-25 vs. 25-26 (%)
Transfers Out	-	\$235,347.21	-	-	-	-
Total Expenditures	\$1,411.00	\$235,347.21	\$525,028.81	\$400,000.00	-	-100.00%

For Fiscal Year 2025-2026 there are no current planned expenditures



Public Benefit Fund 230

In Riverbank, commercial cannabis businesses—including cultivation, manufacturing, distribution, and retail—are permitted under specific conditions. Prospective operators must obtain a Conditional Use Permit and enter into a Development Agreement with the City. These agreements outline operational standards, community benefit provisions, and financial obligations. The Fund is to account for revenues received from Cannabis Development Agreements.

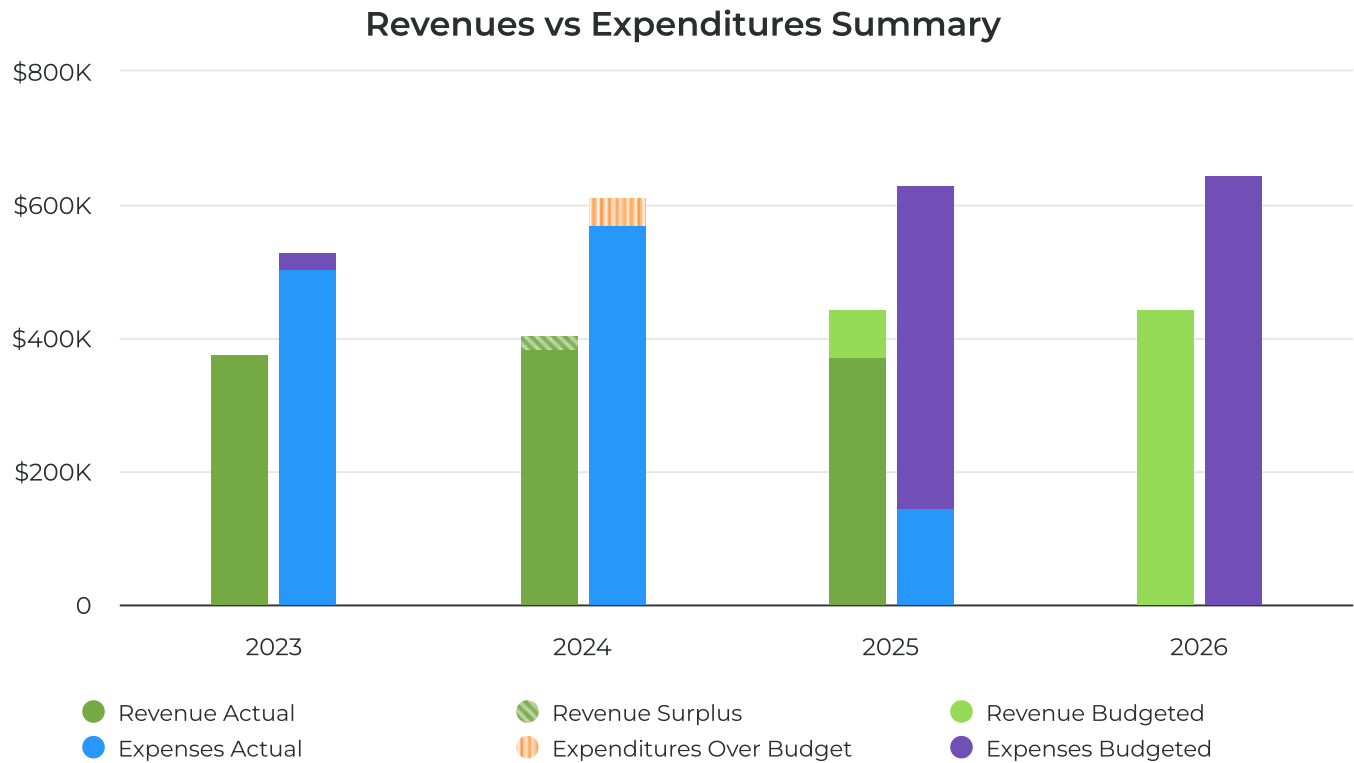
Public Benefit Fund Comprehensive Fund Summary

Comprehensive Fund Summary

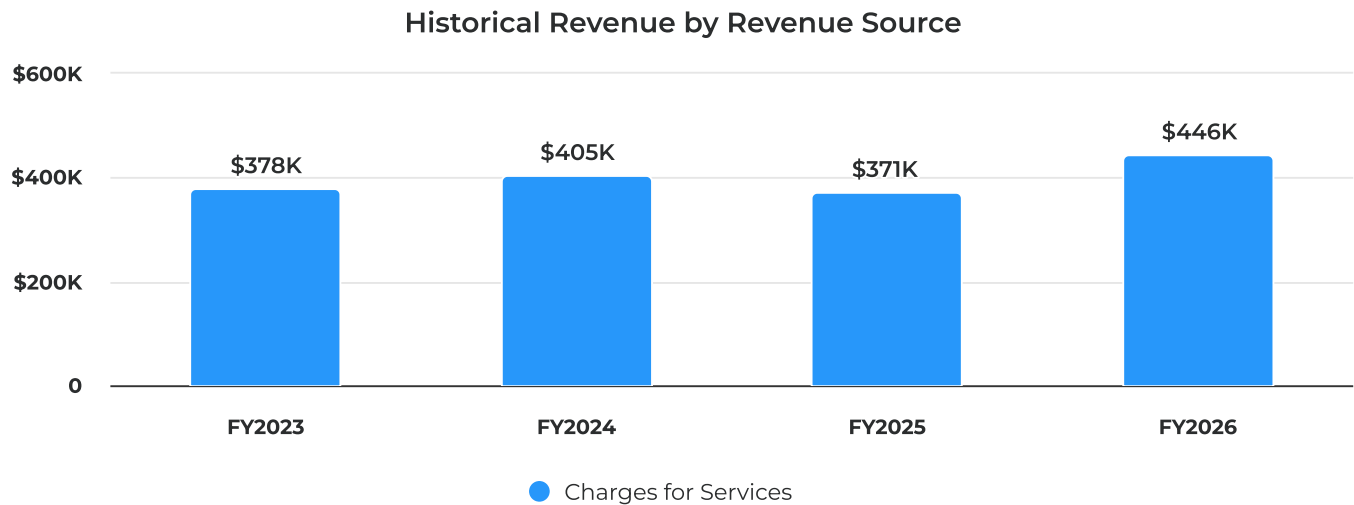
Category	FY 2023 Actual	FY 2024 Actual	2024-25 Budget	FY 2025 Actual	FY 2026 Budgeted
Beginning Fund Balance	\$1,452,903.00	\$1,326,554.00	\$1,121,052.00	\$1,121,052.00	\$935,692.00
Revenues					
Charges for Services	\$378,200.19	\$405,335.34	\$445,000.00	\$371,058.72	\$446,000.00
Total Revenues	\$378,200.19	\$405,335.34	\$445,000.00	\$371,058.72	\$446,000.00
Expenditures					
Professional Services	\$115,649.53	\$190,836.78	\$206,000.00	\$147,833.34	\$206,000.00
Transfers Out	\$388,900.00	\$420,000.00	\$424,360.00	-	\$438,250.00
Total Expenditures	\$504,549.53	\$610,836.78	\$630,360.00	\$147,833.34	\$644,250.00
Total Revenues Less Expenditures	-\$126,349.34	-\$205,501.44	-\$185,360.00	\$223,225.38	-\$198,250.00
Ending Fund Balance	\$1,326,553.66	\$1,121,052.56	\$935,692.00	\$1,344,277.38	\$737,442.00



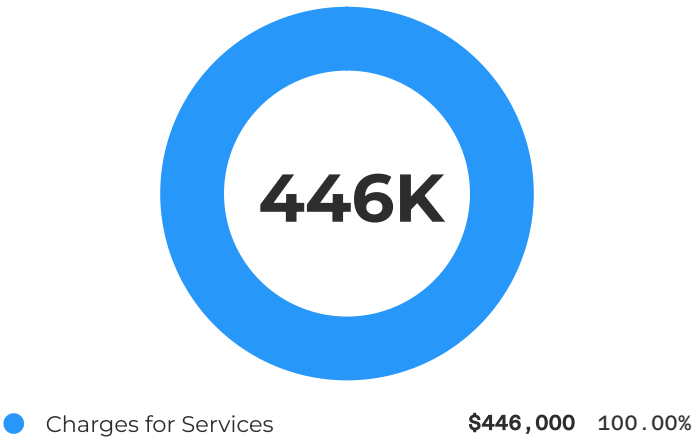
Public Benefit Fund Summary



Revenues by Revenue Source



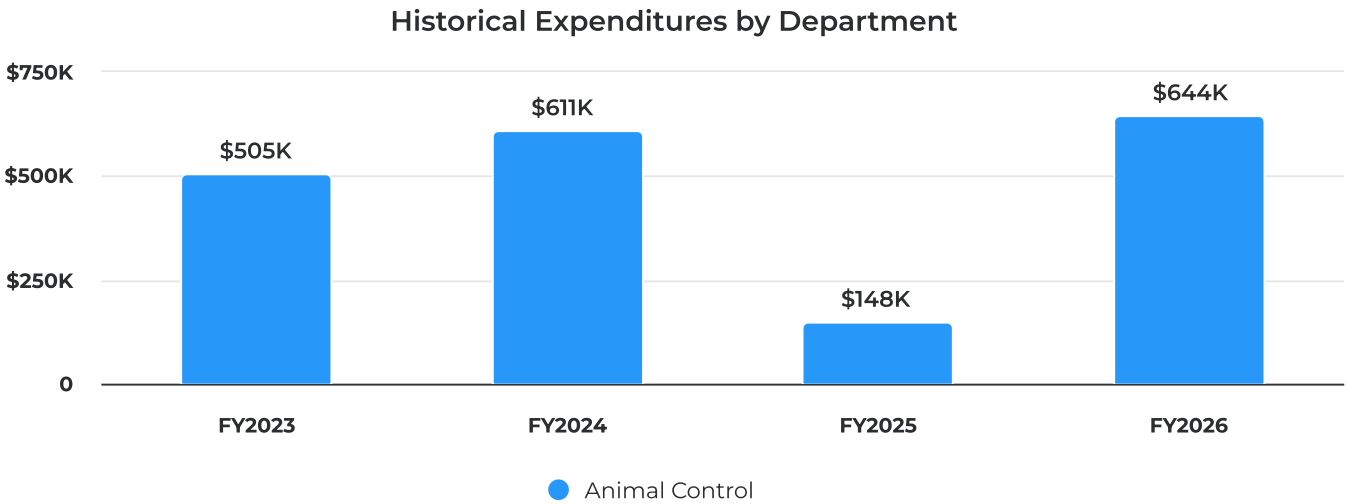
FY26 Revenues by Revenue Source



Revenues by Revenue Source

Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	24-25 vs. FY 25-26 Budget (%)
Charges for Services	\$378,200.19	\$405,335.34	\$371,058.72	\$445,000.00	\$446,000.00	0.22%
Total Revenues	\$378,200.19	\$405,335.34	\$371,058.72	\$445,000.00	\$446,000.00	0.22%

Expenditures by Department



FY26 Expenditures by Department



● Animal Control \$644,250 100.00%

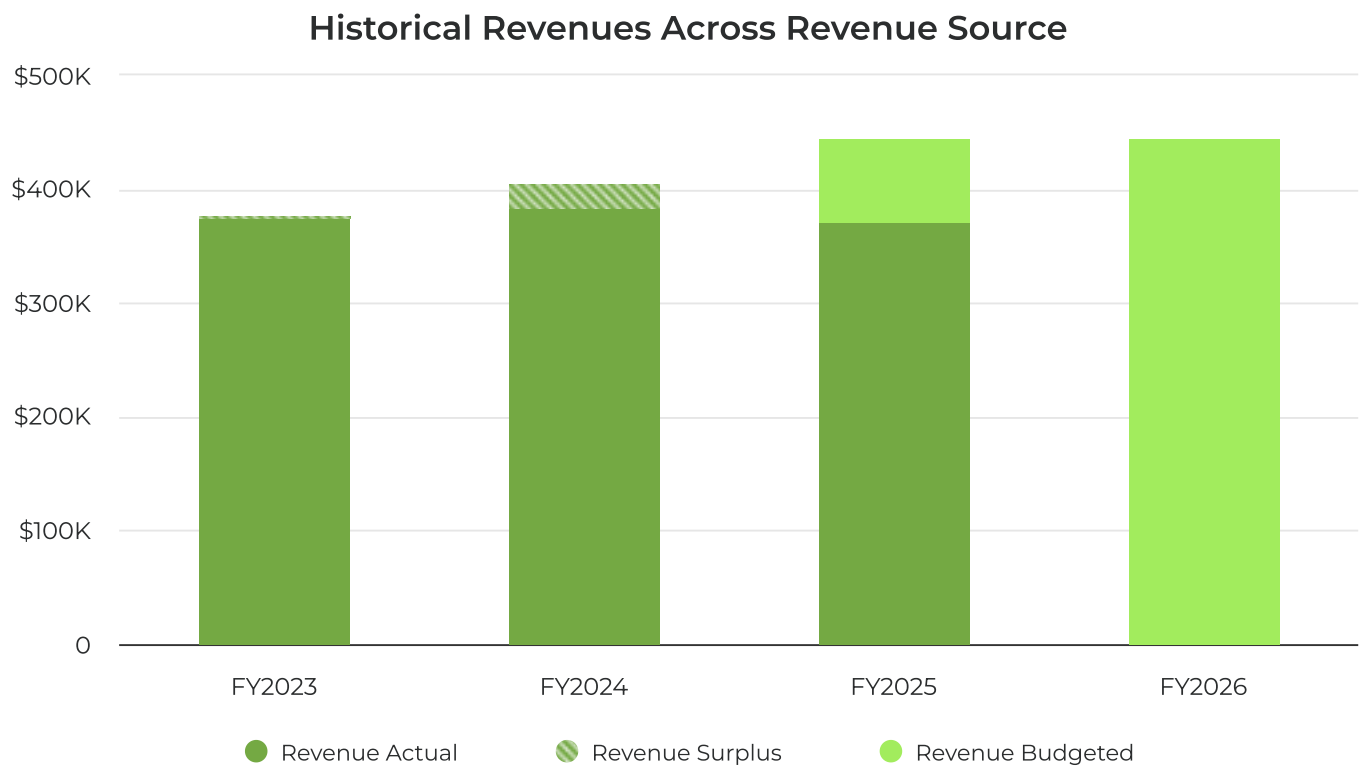
Expenditures by Department

Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	24-25 vs. FY 25-26 Budget (%)
Animal Control	\$504,549.53	\$610,836.78	\$147,833.34	\$630,360.00	\$644,250.00	2.20%
Total Expenditures	\$504,549.53	\$610,836.78	\$147,833.34	\$630,360.00	\$644,250.00	2.20%

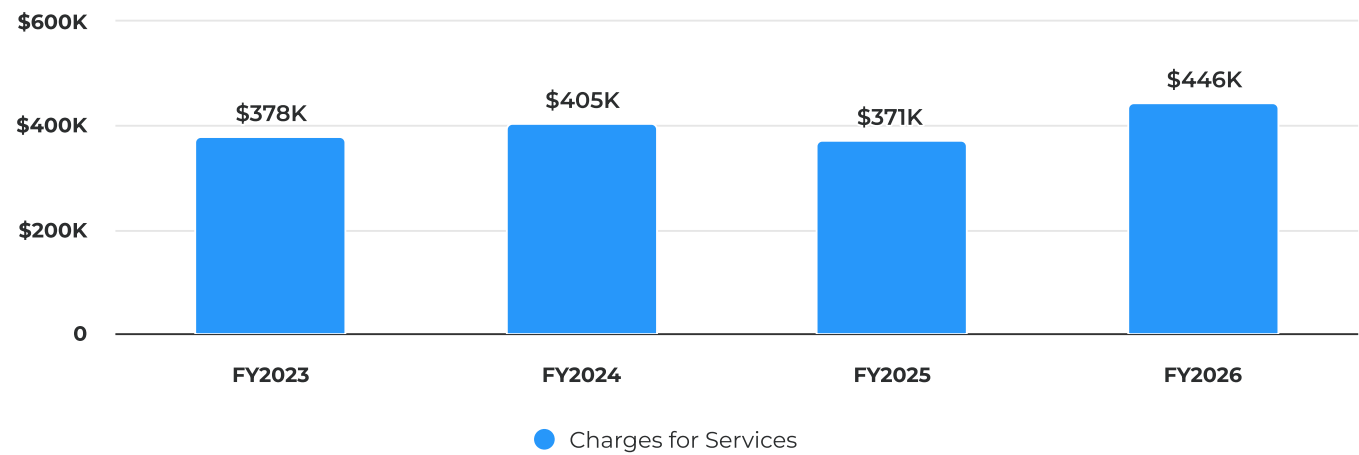


Public Benefit Fund Revenue

Revenue Summary



Revenues by Revenue Source



Revenues by Revenue Source

Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	FY 24-25 vs 25-26 %
Charges for Services						
FLAVORS-PUBLIC BENEFIT PAYMENT	\$360,000	\$360,000	\$300,000	\$360,000	\$360,000	0.00%



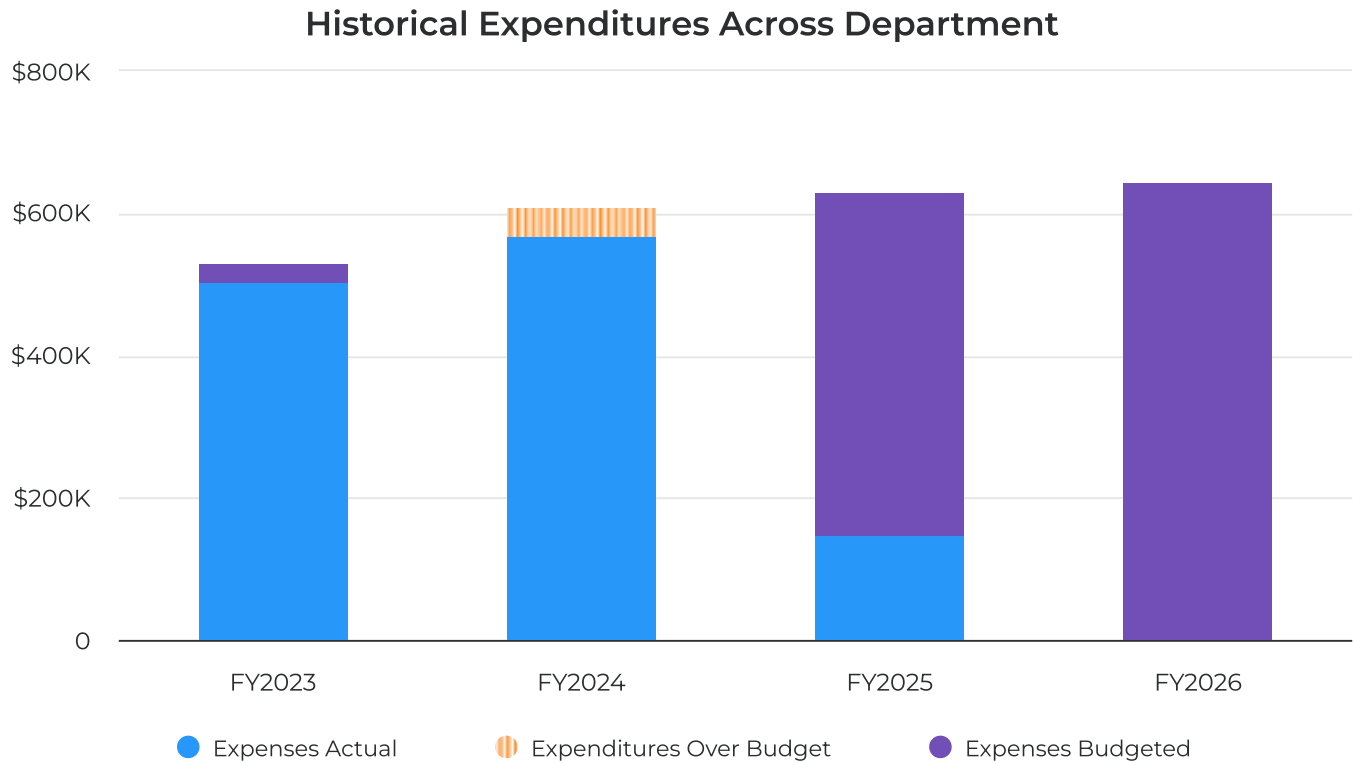
Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	FY 24-25 vs 25-26 %
RIVERBANK CANNABIS COLLECTIVE	\$0	\$15,000	\$58,067	\$60,000	\$68,000	13.33%
CANNA+RISE PUBLIC BENEFIT PYMT	\$18,200	\$30,335	\$12,991	\$25,000	\$18,000	-28.00%
Total Charges for Services	\$378,200	\$405,335	\$371,059	\$445,000	\$446,000	0.22%
Total Revenues	\$378,200	\$405,335	\$371,059	\$445,000	\$446,000	0.22%



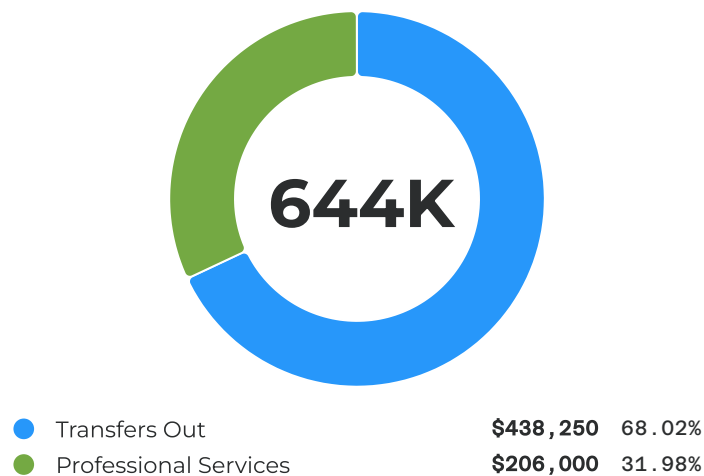
Public Benefit 230-411

To account for expenditures from revenues generated through Cannabis Development Agreements.

Expenditure Summary



FY26 Expenditures by Object Summary



Expenditures Public Benefit

Category	FY 2023 Actual	FY 2024 Actual	FY 2025 Actual	2024-25 Budget	FY 2026 Budgeted	24-25 vs. 25- 26 (%)
Professional Services						
RENTS & LEASES	\$115,650	\$190,837	\$147,833	\$197,500	\$197,500	0.00%
Intellisite - cameras	\$0	\$0	\$0	\$186,000	\$186,000	0.00%
Verizon	\$0	\$0	\$0	\$500	\$500	0.00%
AT & T	\$0	\$0	\$0	\$11,000	\$11,000	0.00%
OTHER CONTRACT SERVICES	\$0	\$0	\$0	\$8,500	\$8,500	0.00%
Transfers Out						
TRANSFERS OUT	\$388,900	\$420,000	\$0	\$424,360	\$438,250	3.27%
To GF 101 - 2 LEO positions	\$0	\$0	\$0	\$300,000	\$300,000	0.00%
To Fund 117 - Code Enforcement	\$0	\$0	\$0	\$124,360	\$138,250	11.17%
Total Expenditures	\$504,550	\$610,837	\$147,833	\$630,360	\$644,250	2.20%



RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 11.2

SECTION 11: NEW BUSINESS

Meeting Date: June 10, 2025

Subject: A Resolution Approving the Execution and Delivery of a Construction Installment Sale Agreement with the California State Water Resources Control Board to Finance the Riverbank Regional Recycled Water Project Phase I

From: Marisela H. Garcia, City Manager

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

RECOMMENDATION

That the City Council adopt a resolution approving the form of and authorizing the execution of a Construction Installment Sale Agreement (the “Agreement”) with the California State Water Resources Control Board (the “State Water Board”) to finance a portion of the cost of the Riverbank Regional Recycled Water Project Phase I (the “Project”).

SUMMARY

The City has applied for and been granted financial assistance in the form of a low-interest loan from the State Water Board to finance a portion of the cost of the Project. The State Water Board has prepared the Agreement, which is in the form of an installment sale agreement, setting forth the terms and conditions of the financing.

Kutak Rock LLP, the City’s bond counsel (“Bond Counsel”), has reviewed and provided comments on the Agreement, which comments have been accepted by the State Water Board, and the Agreement is now ready to be executed.

Bond Counsel has prepared a resolution: (i) approving the form of the Agreement and authorizing certain officers of the City to execute the Agreement; and (ii) as required by the State Water Board, pledging a source of revenues, namely net revenues of the City’s wastewater enterprise, to repay the installment payments due under the Agreement. The pledge of net revenues to repay the Agreement is on a parity with the City’s existing wastewater enterprise obligations.

STRATEGIC PLAN

The RRRWP and this action addresses the following August 10, 2021 Strategic Plan Goals:

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

Goal 6, Promoting Sustainable Development, by providing facilities that sustainably support the City's thoughtful and careful planning.

BACKGROUND

On December 13, 2022, the City Council adopted Resolution No. 2022-138, which authorized the City to apply for financial assistance from the State Water Board, and Resolution No. 2022-141, which approved the Project and made certain determinations with respect to the Project under the California Environmental Quality Act.

The City has applied for and been granted financial assistance from the State Water Board to finance a portion of the costs of the Project. The City is proceeding to undertake the Project and is ready to execute the Agreement, which will enable the City to be reimbursed by the State Water Board for eligible expenditures related to the Project. The City's repayment of amounts reimbursed thereunder will commence one year after completion of the Project.

FINANCIAL IMPACT

The City expects to repay up to \$85 million under the Agreement, with repayments made over 30 years commencing one year after completion of the Project at an interest rate of approximately 2% per annum. The total repayment amount is expected to be approximately \$118 million, payable solely from net revenues of the wastewater enterprise. The Council approved rate increases beginning 1/1/2023 will serve as the source of funding for this project.

This funding source would provide approximately 61.5% of the funding necessary to fund the construction of this project. With the loss of the opportunity to obtain a grant via the FEMA Building Resilient Infrastructure and Communities (BRIC) which would have provided approximately \$50 million in grant funds, the City will be exploring alternative funding sources such as the voter approved Proposition 4, Parks, Environment, Energy, and Water Bond Measure of 2024 for grant opportunities and the EPA Water Infrastructure Finance and Innovation Act (WIFIA) for additional low-interest loan opportunities.

ATTACHMENT

1. Resolution 2025-
2. Construction Installment Sale Agreement

CITY OF RIVERBANK

RESOLUTION 2025-

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF RIVERBANK, CALIFORNIA
APPROVING THE EXECUTION AND DELIVERY OF A CONSTRUCTION
INSTALLMENT SALE AGREEMENT WITH THE CALIFORNIA STATE WATER
RESOURCES CONTROL BOARD TO FINANCE THE RIVERBANK REGIONAL
RECYCLED WATER PROJECT PHASE I**

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

WHEREAS, the City of Riverbank (the “City”) is a general law city that is duly organized and validly existing under the laws of the State of California; and

WHEREAS, the City is authorized by the laws of the State of California to acquire and construct certain property for its wastewater enterprise and to finance the acquisition and construction of such wastewater enterprise property through the execution of installment sale agreements; and

WHEREAS, the City intends to undertake the Riverbank Regional Recycled Water Project Phase I (the “Project”); and

WHEREAS, the City has previously applied for and been awarded financial assistance from the California State Water Resources Control Board (the “State Water Board”) in connection with the Project; and

WHEREAS, the City desires to enter into a Construction Installment Sale Agreement (the “Agreement”) with the State Water Board substantially in the form presented to this meeting, with such changes, insertions and omissions as are authorized pursuant to this Resolution, to finance a portion of the costs of the Project; and

WHEREAS, the City desires to pledge net revenues of its wastewater enterprise (the “Net Revenues”) to repay the installment payments to be made under the Agreement; and

WHEREAS, the City desires to appoint Kutak Rock LLP, as bond counsel (“Bond Counsel”) in connection with the financing of the Project.

NOW, THEREFORE, THE CITY COUNCIL DOES HEREBY RESOLVE, ORDER AND DETERMINE AS FOLLOWS:

SECTION 1. All of the recitals herein are true and correct and the City Council so finds.

SECTION 2. The Agreement complies with the City's Debt Issuance and Management Policy. The form of the Agreement submitted to this meeting and made a part hereof as though set forth herein is hereby approved. The Mayor, such other members of the City Council as the Mayor may designate, the City Manager of the City, the Assistant City Manager of the City and such other officers of the City as the City Manager of the City may designate (each, an "Authorized Officer") are, and each of them is, hereby authorized and directed, for and in the name of the City, to execute and deliver the Agreement in substantially the form submitted to this meeting, with such changes, insertions and omissions as the Authorized Officer executing the same may require or approve, with the advice and approval of the City Attorney and Bond Counsel, such requirement or approval to be conclusively evidenced by the execution and delivery of the Agreement by such Authorized Officer.

SECTION 3. The City hereby pledges the Net Revenues as the source of funds to repay the installment payments due under the Agreement on a parity with the pledge of Net Revenues to other outstanding obligations of the City's wastewater enterprise.

SECTION 4. The City Council hereby appoints the firm of Kutak Rock LLP as Bond Counsel in connection with the financing of the Project. In connection with such engagement, Kutak Rock LLP shall deliver an opinion of Bond Counsel required by the State Water Board in connection with the execution and delivery of the Agreement.

SECTION 5. The Authorized Officers and staff of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents, including but not limited to a fee agreement, costs of issuance agreement, custodian agreement or other similar agreements, which in consultation with the City Attorney and Bond Counsel, they may deem necessary or advisable in order to effectuate the purposes of this Resolution, including, but not limited to, the execution and delivery of any documents required by the State Water Board in order to complete the transactions contemplated by the Agreement. Any and all such actions previously taken by such Authorized Officers or staff members are hereby ratified and confirmed. The execution and delivery of the Agreement is contemplated by Resolution Nos. 2022-138 adopted on December 13, 2022 and 2024-101 adopted on October 22, 2024 and, to the extent that anything in the Agreement is in conflict with such resolutions or the City's Debt Issuance and Management Policy, the terms of the Agreement shall control.

SECTION 6. In compliance with California Government Code Section 5852.1, the City has obtained required good faith estimates relating to the Agreement, and such estimates are disclosed and set forth in Exhibit A attached hereto.

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 10th day of June, 2025; motioned by _____, seconded by _____, 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

EXHIBIT A

GOOD FAITH ESTIMATES

The following information is provided in compliance with California Government Code Section 5852.1 with respect to the Agreement:

- (A) True Interest Cost of the Agreement: 2.00%
- (B) Finance Charge of the Agreement (sum of all fees/charges paid to third parties): \$5,000
- (C) Net Proceeds of the Agreement to be Received (net of finance charges, reserves and capitalized interest, if any): \$88,260,000
- (D) Total Payment Amount through Maturity of Agreement: \$118,230,000

The foregoing constitute good faith estimates only. The principal amount of the Agreement, the true interest cost of the Agreement, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to: (a) the actual date of the execution of the Agreement being different than the date assumed for purposes of such estimates; (b) the actual principal amount of the Agreement being different from the estimated amount used for purposes of such estimates; (c) the actual amortization of the Agreement being different than the amortization assumed for purposes of such estimates; (d) other market conditions; or (e) alterations in the City's financing plan, or a combination of such factors.

The actual date of execution of the Agreement and the actual principal amount of the Agreement will be determined by the City based on a variety of factors. The actual amortization of the Agreement will also depend, in part, on the City's drawdown of funds under the Agreement.

DRAFT DATED: 05/19/2025



CLEAN WATER
WATER RECYCLING FUNDING PROGRAM

CITY OF RIVERBANK

AND

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD



CONSTRUCTION
INSTALLMENT SALE AGREEMENT

C-06-8644-110 and RIVERBANK REGIONAL RECYCLED WATER PROJECT - PHASE I

AGREEMENT NO. []

PROJECT FUNDING AMOUNT: \$
ESTIMATED REASONABLE PROJECT COST: \$
ELIGIBLE CONSTRUCTION START DATE: _____
COMPLETION OF CONSTRUCTION DATE: _____
FINAL REIMBURSEMENT REQUEST DATE: _____
FINAL PAYMENT DATE: _____
RECORDS RETENTION END DATE: _____

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AGREEMENT

1. AUTHORITY.

(a) The State Water Resources Control Board (State Water Board) is authorized, and implements its authority, to provide financial assistance under this Agreement pursuant to Section 13475 et seq. and Section 79765 et seq. of the Water Code, and State Water Board Resolutions Nos. 2025-0013, 2024-0026, and 2019-0058.

(b) The Recipient is authorized to enter into this Installment Sale Agreement (Agreement) pursuant to Resolution No. 2022-138.

2. INTENTION.

(a) The Recipient desires to receive financial assistance for and undertake work required for the recycled water construction Project according to the terms and conditions set forth in this Agreement.

(b) The State Water Board proposes to assist in providing financial assistance for eligible costs of the Project in the amount set forth in Exhibit B, according to the terms and conditions set forth in this Agreement, with the expectation that the Recipient shall repay all of the financial assistance to the State Water Board.

(c) The Recipient intends to evidence its obligation to submit Payments to the State Water Board and secure its obligation with Net Revenues of its wastewater enterprise, as set forth in Exhibit B, according to the terms and conditions set forth in this Agreement.

(d) The Recipient intends to certify and evidence its compliance with the Tax Covenants set forth in Exhibit F.

3. AGREEMENT, TERM, DOCUMENTS INCORPORATED BY REFERENCE.

In consideration of the mutual representations, covenants and agreements herein set forth, the State Water Board and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement.

(a) The Recipient hereby sells to the State Water Board and the State Water Board hereby purchases from the Recipient the Project. Simultaneously therewith, the Recipient hereby purchases from the State Water Board, and the State Water Board hereby sells to the Recipient, the Project in accordance with the provisions of this Agreement. All right, title, and interest in the Project shall immediately vest in the Recipient on the date of execution and delivery of this Agreement by both parties without further action on the part of the Recipient or the State Water Board.

(b) Subject to the satisfaction of all conditions precedent to this Agreement, this Agreement shall become effective upon the signature of both the Recipient and the State Water Board. Conditions precedent are not limited to the following:

- i. The Recipient must deliver to the Division a resolution authorizing this Agreement.
- ii. The Recipient must deliver an opinion of bond counsel and general counsel satisfactory to the State Water Board's counsel dated on or after the date that the Recipient signs this Agreement.

(c) Upon execution, the term of the Agreement shall begin on the Eligible Work Start Date and extend through the Final Payment Date.

(d) This Agreement includes the following exhibits and attachments thereto:

- i. EXHIBIT A – SCOPE OF WORK
- ii. EXHIBIT B – FUNDING TERMS
- iii. EXHIBIT C – GENERAL & PROGRAMMATIC TERMS & CONDITIONS
- iv. EXHIBIT D – SPECIAL CONDITIONS
- v. EXHIBIT E – PAYMENT SCHEDULE
- vi. EXHIBIT F – TAX CERTIFICATE

(e) This Agreement includes the following documents incorporated by reference, as well as any documents incorporated by reference in Exhibit D:

- i. the Final Plans & Specifications, which are the basis for the construction contract to be awarded by the Recipient;
- ii. the Waste Discharge Requirement Order No. _____ (and/or National Pollutant Discharge Elimination System Permit No. _____), and any amendments thereto;
- iii. the Water Recycling Requirement Order No. _____, and any amendments thereto;
- iv. the Recipient's Reimbursement Resolution No. 2024-101 dated October 22, 2024;
- v. the Recipient's Tax Questionnaire dated _____;
- vi. the federal Davis-Bacon requirements. By accepting this Agreement, the Recipient acknowledges and agrees to the terms and conditions provided in the [DBRA Requirements for EPA Subrecipients | US EPA \(https://www.epa.gov/grants/dbra-requirements-epa-subrecipients\)](https://www.epa.gov/grants/dbra-requirements-epa-subrecipients). The Recipient shall ensure that the following language is included in all contracts and subcontracts funded under this Agreement:

By accepting this contract, the contractor acknowledges and agrees to the terms and conditions provided in the [Contract Provisions for Davis-Bacon and Related Acts | US EPA \(https://www.epa.gov/grants/contract-provisions-davis-bacon-and-related-acts\)](https://www.epa.gov/grants/contract-provisions-davis-bacon-and-related-acts).

(For reference, see also https://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/davisbacon.html.)

- (f) This Agreement, and any amendments hereto, may be executed and delivered in any number of counterparts, each of which when delivered shall be deemed to be an original, but such counterparts shall together constitute one document. The parties may sign this Agreement, and any amendments hereto, either by an electronic signature using a method approved by the State Water Board or by a physical, handwritten signature. The parties mutually agree that an electronic signature using a method approved by the State Water Board is the same as a physical, handwritten signature for the purposes of validity, enforceability, and admissibility.

4. PARTY CONTACTS

State Water Board		City of Riverbank	
Section:	Division of Financial Assistance		
Name:	Eric Pae, Project Manager	Name:	City Manager
Address:	1001 I Street, Floor	Address:	
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	
Phone:	(916)	Phone:	
Fax:	(916)	Fax:	
Email:	Eric.Pae@waterboards.ca.gov [programemail@waterboards.ca.gov]	Email:	

The Recipient may change its contact upon written notice to the Division, which notice shall be accompanied by authorization from the Recipient's Authorized Representative. The State Water Board will notify the Recipient of any changes to its contact.

While the foregoing are contacts for day-to-day communications regarding Project work, the Recipient shall provide official communications and events of Notice as set forth in Exhibit C to the Division's Deputy Director.

5. DEFINITIONS.

Unless otherwise specified, each capitalized term used in this Agreement has the following meaning:

"Additional Payments" means the reasonable extraordinary fees and expenses of the State Water Board, and of any assignee of the State Water Board's right, title, and interest in and to this Agreement, in connection with this Agreement, including all expenses and fees of accountants, trustees, staff, contractors, consultants, costs, insurance premiums and all other extraordinary costs reasonably incurred by the State Water Board or assignee of the State Water Board.

"Allowance" means an amount based on a percentage of the accepted bid for an eligible project to help defray the planning, design, and construction engineering and administration costs of the Project.

"Agreement" means this agreement, including all exhibits and attachments hereto.

"Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the authorized representative by title.

"Bank" means the California Infrastructure and Economic Development Bank.

"Bond Funded Portion of the Project Funds" means any portion of the Project Funds which was or will be funded with Bond Proceeds.

"Bond Proceeds" means original proceeds, investment proceeds, and replacement proceeds of Bonds.

"Bonds" means any series of bonds issued by the Bank, the interest on which is excluded from gross income for federal tax purposes, all or a portion of the proceeds of which have been, are, or will be applied by the State Water Board to fund all or any portion of the Project Costs or that are secured in whole or in part by Payments paid hereunder.

"Charge In Lieu of Interest" means any fee or charge in lieu of some or all of, but not to exceed, the interest that would otherwise be owed under this Agreement, as set forth in Exhibit E.

"Code" as used in Exhibit F of this Agreement means the Internal Revenue Code of 1986, as amended, and any successor provisions and the regulations of the U.S. Department of the Treasury promulgated thereunder.

"Completion of Construction" means the date, as determined by the Division after consultation with the Recipient, that the work of building and erection of the Project is substantially complete, and is identified in Exhibit A of this Agreement.

"Cover Page" means the front page of this Agreement.

"Days" means calendar days unless otherwise expressly indicated.

"Debt Service" means, as of any date, with respect to outstanding System Obligations and, in the case of the additional debt tests in Exhibit B of this Agreement, any System Obligations that are proposed to be outstanding, the sum of: (1) the interest falling due during the Fiscal Year of calculation on the System Obligations, assuming that all outstanding serial System Obligations are redeemed as scheduled and that all outstanding term System Obligations are redeemed from sinking fund payments as scheduled (except to the extent that such interest has been fully capitalized and is invested in federal securities that mature at times and in such amounts as are necessary to pay the interest to which such amounts are pledged); (2) the principal amount of all serial System Obligations falling due by their terms during such Fiscal Year; and (3) the minimum amount of term System Obligations required to be paid or called and redeemed during such Fiscal Year, together with the redemption premiums, if any, thereon; provided that: (A) whenever interest as described herein accrues at other than a fixed rate, such interest shall be assumed to be a rate equal to the greater of: (i) the actual rate on the date of calculation, or if the System Obligation is not yet outstanding, the initial rate (if established and binding); (ii) if the System Obligation has been outstanding for at least twelve months, the average rate over the twelve months immediately preceding the date of calculation; and (iii) (x) if interest on the System Obligation is excludable from gross income under the applicable provisions of the Code, the most recently published The Bond Buyer Revenue Index (or comparable index if no longer published) plus one hundred fifty (150) basis points, or (y) if interest is not so excludable, the interest rate on direct U.S. Treasury obligations with comparable maturities plus one hundred fifty (150) basis points; and (B) for purposes of calculating the Debt Service on the System Obligations requiring a balloon payment at maturity, such interest shall be assumed to be a rate equal to the greater of: (i) the actual rate on the date of calculation; or (ii) six percent (6%), and the principal shall be assumed to be fully amortized, solved for substantially level debt service, over a period of fifteen (15) years from the date of calculation. For purposes of this definition, any Charge in Lieu of Interest on this Obligation or other System Obligations shall be calculated as interest.

"Deputy Director" means the Deputy Director of the Division.

"Division" means the Division of Financial Assistance of the State Water Board or any other segment of the State Water Board authorized to administer this Agreement.

"Eligible Construction Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which construction costs may be incurred and eligible for reimbursement hereunder.

"Eligible Work Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which any non-construction costs may be incurred and eligible for reimbursement hereunder.

"Enterprise Fund" means the enterprise fund of the Recipient in which Revenues are deposited.

"Event of Default" means the occurrence of any of the following events:

- a) Failure by the Recipient to make any payment required to be paid pursuant to this Agreement, including Payments;
- b) A representation or warranty made by or on behalf of the Recipient in this Agreement or in any document furnished by or on behalf of the Recipient to the State Water Board pursuant to this Agreement shall prove to have been inaccurate, misleading or incomplete in any material respect;
- c) A material adverse change in the condition of the Recipient, the Revenues, or the System, which the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement.
- d) Failure by the Recipient to comply with the additional debt test or reserve fund requirement, if any, in Exhibit B or Exhibit D of this Agreement;
- e) Failure to operate the System or the Project without the Division's approval;
- f) Failure by the Recipient to observe and perform any covenant, condition, or provision in this Agreement, which failure shall continue for a period of time, to be determined by the Division;
- g) The occurrence of a material breach or event of default under any System Obligation or Material Obligation that results in the acceleration of principal or interest or otherwise requires immediate prepayment, repurchase or redemption;
- h) Initiation of proceedings seeking arrangement, reorganization, or any other relief under any applicable bankruptcy, insolvency, or other similar law; the appointment of or taking possession of the Recipient's property by a receiver, liquidator, assignee, trustee, custodian, conservator, or similar official; the Recipient's entering into a general assignment for the benefit of creditors; the initiation of resolutions or proceedings to terminate the Recipient's existence, or any action in furtherance of any of the foregoing;
- i) A determination pursuant to Gov. Code section 11137 that the Recipient has violated any provision in Article 9.5 of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code; or
- j) Loss of the Recipient's rights, licenses, permits, or privileges necessary for the operation of the System or the Project, or the occurrence of any material restraint on the Recipient's enterprise by a government agency or court order.

"Final Payment Date" is the date by which all principal and accrued interest due under this Agreement is to be paid in full to the State Water Board and is specified on the Cover Page of this Agreement.

"Final Reimbursement Request Date" means the date set forth as such on the Cover Page of this Agreement, after which date, no further Project Funds disbursements may be requested.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year, or any other annual period selected and designated by the Recipient as its Fiscal Year in accordance with applicable law.

"Force Account" means the use of the Recipient's own employees, equipment, or resources for the Project.

"GAAP" means generally accepted accounting principles, the uniform accounting and reporting procedures set forth in publications of the American Institute of Certified Public Accountants or its successor, or by any other generally accepted authority on such procedures, and includes, as applicable, the standards set forth by the Governmental Accounting Standards Board or its successor, or the Uniform System of Accounts, as adopted by the California Public Utilities Commission for water utilities.

"Guidelines" means the State Water Board's "Water Recycling Funding Program guidelines," in effect as of the execution date of this Agreement.

"Initiation of Construction" means the date that notice to proceed with work is issued for the Project, or, if notice to proceed is not required, the date of commencement of building and erection of the Project.

"Listed Event" means, so long as the Recipient has outstanding any System Obligation subject to Rule 15c2-12, any of the events required to be reported with respect to such System Obligation pursuant to Rule 15c2-12(b)(5).

"Material Obligation" means an obligation of the Recipient that is material to this transaction, including System Obligations.

"Maximum Annual Debt Service" means the maximum amount of Debt Service due on System Obligations in a Fiscal Year during the period commencing with the Fiscal Year for which such calculation is made and within the next five years in which Debt Service for any System Obligations will become due.

"Net Revenues" means, for any Fiscal Year, all Revenues received by the Recipient less the Operations and Maintenance Costs for such Fiscal Year.

"Obligation" means the obligation of the Recipient to make Payments (including Additional Payments) as provided herein, as evidenced by the execution of this Agreement, proceeds of such obligations being used to fund the Project as specified in the Project Description in Exhibit A and Exhibit B and in the documents thereby incorporated by reference.

"Operations and Maintenance Costs" means the reasonable and necessary costs and expenses paid by the Recipient for maintaining and operating the System, including but not limited to: (a) costs of acquisition of water to be used by the System in treating wastewater; (b) costs of electricity and other forms of energy supplied to the System; (c) the reasonable expenses of management and repair and other costs and expenses necessary to maintain and preserve the System in good repair and working order; and (d) all other reasonable and necessary costs of the Recipient or charges required to be paid by it to comply with the terms hereof or any resolution authorizing the issuance of any Parity Obligations, such as compensation, reimbursement and indemnification of the trustee for any such Parity Obligations and fees and expenses of auditors, engineers, fiscal consultants and accountants and other professional services relating to the System, but in all cases excluding: (A) debt service payable on obligations incurred by the City with respect to the System, including but not limited to the Parity Obligations; (B) depreciation, replacement and obsolescence charges or reserves therefor; and (C) amortization of intangibles or other bookkeeping entries of a similar nature.

"Parity Obligation" means a debt obligation of the Recipient on parity with this Obligation. The Recipient's Parity Obligations are these:

- The Installment Sale Agreement by and between the City of Riverbank and Municipal Finance Corporation dated May 12, 2022.
- Series 2014 Wastewater Loan Agreement by and between City of Riverbank and Municipal Finance Corporation dated as of January 1, 2014.

"Payment" means any payment due to the State Water Board from the Recipient pursuant to this Agreement.

"Policy" means the State Water Board's "Policy for Implementing the Clean Water State Revolving Fund," as amended from time to time, including the Intended Use Plan in effect as of the execution date of this Agreement.

"Project" means the Project financed by this Agreement as described in Exhibits A and B and in the documents incorporated by reference herein.

"Project Completion" means the date, as determined by the Division after consultation with the Recipient, that operation of the Project is initiated or is capable of being initiated, whichever comes first.

"Project Costs" means the incurred costs of the Recipient which are eligible for financial assistance under this Agreement, which are allowable costs as defined under the Policy, and which are reasonable, necessary and allocable by the Recipient to the Project under GAAP, and may include capitalized interest.

"Project Funds" means all moneys disbursed to the Recipient by the State Water Board for eligible Project Costs pursuant to this Agreement.

"Recipient" means City of Riverbank.

"Records Retention End Date" means the last date that the Recipient is obligated to maintain records and is set forth on the Cover Page of this Agreement.

"Regional Water Quality Control Board" or "Regional Water Board" means the appropriate Regional Water Quality Control Board.

"Reimbursement Resolution" means the Recipient's reimbursement resolution identified and incorporated by reference in this Agreement.

"Reserve Fund" means the reserve fund required pursuant to Exhibit B of this Agreement.

"Revenues" means all gross income and revenue received or receivable by the Recipient from the ownership and operation of the System, calculated in accordance with GAAP, including all rates, fees, charges (including connection fees), insurance proceeds and condemnation awards received by the Recipient and all other income and revenue howsoever derived by the Recipient from the System; provided, however, that: (A) grants that are designated by the grantor for a specific wastewater purpose and are therefore not available for other purposes; (B) customers' wastewater related deposits or any other wastewater related deposits subject to refund until such deposits have become the property of the City; (C) the proceeds of any ad valorem property taxes; and (D) the proceeds of any special assessments or special taxes levied upon real property within any improvement district served by the Recipient for the purpose of paying special assessment bonds or special tax obligations of the Recipient relating to the System, are not Revenues and are not subject to the lien hereof. Notwithstanding the foregoing, there shall be deducted from Revenues any amounts (of Revenues) transferred into the Recipient's Rate Stabilization Fund as contemplated by the Recipient's outstanding Parity Obligations, and there shall be added to Revenues any amounts transferred out of the Rate Stabilization Fund and into the Enterprise Fund, as contemplated by the Recipient's outstanding Parity Obligations.

"Rule 15c2-12(b)(5)" means Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

"Senior Obligation" means a debt obligation of the Recipient that is senior to this Obligation. There are no Senior Obligations.

"SRF" means the Clean Water State Revolving Fund.

"State" means State of California.

"State Water Board" means the State Water Resources Control Board.

“Subordinate Obligation” means a debt obligation of the Recipient that is subordinate to this Obligation. There are no Subordinate Obligations.

“System” means the public utility owned, controlled and operated by the Recipient for the collection, treatment, transport, and disposal of wastewater within the service area of the Recipient, including, without limitation, the existing sewer systems, the Project, plans, works or undertakings together with any additions, improvements or extensions at any time constructed or acquired by the Recipient for such purposes.

“System Obligation” means any obligation of the Recipient payable from the Revenues, including but not limited to this Obligation, any Parity Obligation, any Subordinate Obligation, and such additional obligations as may hereafter be issued in accordance with the provisions of such obligations and this Agreement.

“Useful Life” means the economically useful life of the Project beginning at Completion of Construction and is set forth in Exhibit A.

“Year” means calendar year unless otherwise expressly indicated.

DRAFT

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

[CITY OF RIVERBANK]:

By: _____
Name: [Officer]
Title: [Title1]

Date: _____

STATE WATER RESOURCES CONTROL BOARD:

By: _____
Name: [Officer]
Title: Deputy Director
Division of Financial Assistance

Date: _____

EXHIBIT A – SCOPE OF WORK

A.1. PROJECT DESCRIPTION, USEFUL LIFE, AND SCOPE OF WORK.

(a) The Project is the project set forth on the Cover Page of this Agreement.

(b) The Useful Life of this Project is at least _____ years.

(c) Project Purpose and Description

[to be inserted by DFA]

(d) Scope of Work.

[to be inserted by DFA]

A.2. STANDARD PROJECT REQUIREMENTS.

A.2.1 Acknowledgements.

The Recipient shall include the following acknowledgement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

“Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board.

California’s Clean Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds.

The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.”

A.2.2 Reports

A.2.2.1 Progress Reports.

(a) The Recipient must provide a progress report to the Division each quarter, beginning no later than 90 days after execution of this Agreement.

(b) The Recipient must provide a progress report with each reimbursement request. Failure to provide a complete and accurate progress report may result in the withholding of Project Funds, as set forth in Exhibit B.

(c) A progress report must contain the following information:

- i. A summary of progress to date including a description of progress since the last report, percent construction complete, percent contractor invoiced, and percent schedule elapsed;
- ii. A description of compliance with environmental requirements;

- iii. A listing of change orders including amount, description of work, and change in contract amount and schedule; and
- iv. Any problems encountered, proposed resolution, schedule for resolution, and status of previous problem resolutions.

A.2.2.2 Project Completion Report.

(a) The Recipient must submit a Project Completion Report to the Division with a copy to the appropriate Regional Water Board on or before the due date established by the Division and the Recipient at the time of final project inspection. The Project Completion Report must include the following:

- i. Description of the Project,
- ii. Description of the water quality problem the Project sought to address,
- iii. Discussion of the Project's likelihood of successfully addressing that water quality problem in the future, and
- iv. Summary of compliance with applicable environmental conditions.

(b) If the Recipient fails to submit a timely Project Completion Report, the State Water Board may stop processing pending or future applications for new financial assistance, withhold disbursements under this Agreement or other agreements, and begin administrative proceedings.

A.2.2.3 As Needed Reports.

The Recipient must provide expeditiously, during the term of this Agreement, any reports, data, and information reasonably required by the Division, including but not limited to material necessary or appropriate for evaluation of the funding program or to fulfill any reporting requirements of the state or federal government.

A.2.2.4 Recycled water reports.

- (a) Commencing with the date of Project Completion, the Recipient must submit annual reports for five (5) consecutive calendar years or until the Project's actual total annual recycled water deliveries equal the Project's planned total recycled water deliveries.
- (b) The Recipient must submit annual reports in hard copy and/or electronically.
- (c) The first annual report is due on February 28th following the first full calendar year of operation and shall cover the period from the Project Completion through the end of the first full calendar year thereafter. Subsequent annual reports are due by February 28th following the calendar year covered. The annual reports shall be prepared in accordance with the "Water Recycling Funding Program Guidelines."
- (d) The annual reports must include the following:
 - i. The planned total recycled water deliveries from the Recipient's funding application/user-connection schedule;

- ii. A breakdown of the actual total annual recycled water deliveries by month and type of use, presented in a table showing month vs. type of use. If the Recipient supplements recycled water deliveries with potable or fresh water, the annual report must include the monthly and total amounts;
- iii. The Project's operation and maintenance costs for the year;
- iv. The costs to Recipient's end users of recycled water vs. potable/fresh water during the year; and
- v. If the Project's actual total recycled water deliveries are less than the planned total recycled water deliveries, the Recipient must provide a brief discussion on its progress toward achieving the remaining system capacity.

A.2.2.5 DBE Good Faith Efforts and Reports for SRF Projects.

The Recipient shall comply with the Disadvantaged Business Enterprises (DBE) requirements in 40 CFR part 33 for the Project and require its contractors and subcontractors on the Project to comply. 40 CFR § 33.301 requires the use of good faith efforts to utilize DBE's whenever procuring construction, equipment, services, and supplies. The Recipient must report DBE utilization to the Division on the DBE Utilization Report, State Water Board Form DBE UR334. The Recipient must submit such reports to the Division annually within ten (10) calendar days following October 1 until such time as the "Notice of Completion" is issued.

A.2.3 Signage.

The Recipient shall place a sign at least four feet tall by eight feet wide made of ¾ inch thick exterior grade plywood or other approved material in a prominent location on the Project site and shall maintain the sign in good condition for the duration of the construction period. The sign must include the following disclosure statement and color logos (available from the Division):



"Funding for this \$xx million Riverbank Regional Recycled Water Project Phase I has been provided in full or in part by the Clean Water State Revolving Fund through an agreement with the State Water Resources Control Board. California's Clean Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds."

- b. The Project sign may include another agency's required promotional information so long as the above logos and disclosure statement are equally prominent on the sign. The sign shall be prepared in a professional manner.

A.2.4 Commencement of Operations.

Upon Completion of Construction of the Project, the Recipient must expeditiously initiate Project operations.

A.3 DATES & DELIVERABLES.

- (a) Time is of the essence.
- (b) The Recipient must expeditiously proceed with and complete construction of the Project.
- (c) The following dates are established as on the Cover Page of this Agreement:
 - i. Eligible Work Start Date
 - ii. Eligible Construction Start Date
 - iii. Completion of Construction Date
 - iv. Final Reimbursement Request Date
 - v. Records Retention End Date
 - vi. Final Payment Date
- (d) The Recipient must award the prime construction contract timely.
- (e) The Recipient agrees to start construction no later than [DFA will insert date that is within 6 months after execution of this Agreement].
- (f) The Recipient must deliver any request for extension of the Completion of Construction date no less than 90 days prior to the Completion of Construction date.
- (g) The undisbursed balance of this Agreement will be deobligated if the Recipient does not provide its final reimbursement request to the Division on or before the Final Reimbursement Request Date.

A.4 SCHEDULE.

Failure to provide items by the due dates indicated in the table below may constitute a material violation of this Agreement. The Project Manager may adjust the dates in the "Estimated Due Date" column of this table, but Critical Due Date adjustments will require an amendment to this Agreement. The Recipient must complete and submit all work in time to be approved by the Division prior to Project Completion. As applicable for specific submittals, the Recipient must plan adequate time to solicit, receive, and address comments prior to submitting the final submittal. The Recipient must submit the final reimbursement request prior to the Final Reimbursement Request Date set forth on the Cover Page.

[DFA will insert Schedule of Deliverables]

EXHIBIT B – FUNDING TERMS

B.1. FUNDING AMOUNTS AND REIMBURSEMENTS

B.1.1 Funding Contingency and Other Sources.

(a) If this Agreement's funding for any fiscal year expires due to reversion or is reduced, substantially delayed, or deleted by the Budget Act, by Executive Order, or by order or action of the Department of Finance, the State Water Board has the option to either cancel this Agreement with no liability accruing to the State Water Board, or offer an amendment to the Recipient to reflect the reduced amount.

(b) If funding for Project Costs is made available to the Recipient from sources other than this Agreement, the Recipient must notify the Division. The Recipient may retain such funding up to an amount which equals the Recipient's share of Project Costs. To the extent allowed by requirements of other funding sources, excess funding must be remitted to the State Water Board to be applied to Payments due hereunder, if any.

B.1.2 Estimated Reasonable Cost.

The estimated reasonable cost of the total Project, including associated planning and design costs is **Written Dollar Amount** dollars and no cents (**\$Dollar Amount**).

B.1.3 Project Funding Amount.

Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds not to exceed the amount of the Project Funding Amount set forth on the Cover Page of this Agreement.

B.1.4 Reserved.

B. 1.5 Budget Costs.

(a) Estimated budget costs are contained in the Summary Project Cost Table below:

[DFA will insert table]

The Division's Final Budget Approval and related Form 259 and Form 260 will document a more detailed budget of eligible Project Costs and Project funding amounts. Construction of the Project may be completed in phases with written approval of the Division. If construction proceeds under separate phases, the Recipient must submit a Final Budget Approval package and receive Final Budget Approval from the Division for each phase.

Upon written request by the Recipient, the Division may adjust the line items of the budget at the time of Division's Final Budget Approval(s). Upon written request by the Recipient, the Division may also adjust the line items of the budget at the time of Recipient's submittal of its final claim. Any line item adjustments to the budget that are due to a change in scope of work will require an Agreement amendment. The sum of adjusted line items in the budget approved through the Final Budget Approval process must not exceed the Project Funding Amount. The Division may also propose budget adjustments.

(b) Under no circumstances may the sum of line items in the budget approved through the Final Budget Approval process exceed the Project Funding Amount. Any increase in the Project Funding Amount will require an Agreement amendment.

B.1.6 Contingent Disbursement.

- (a) The State Water Board's disbursement of funds hereunder is contingent on the Recipient's compliance with the terms and conditions of this Agreement.
- (b) The State Water Board's obligation to disburse Project Funds is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason, including but not limited to failure of the federal or State government to appropriate funds necessary for disbursement of Project Funds, the State Water Board shall not be obligated to make any disbursements to the Recipient under this Agreement. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for disbursement over any other entity. If any disbursements due the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the State Water Board that such disbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding.
- (c) Construction costs and disbursements are not available until after the Division has approved the final budget form submitted by the Recipient for the corresponding costs.
- (d) No costs incurred prior to the Eligible Work Start Date are eligible for reimbursement.
- (e) Construction costs incurred prior to the Eligible Construction Start Date are not eligible for reimbursement.
- (f) Failure to proceed according to the timelines set forth in this Agreement may require the Recipient to repay to the State Water Board all disbursed Project Funds.
- (g) The Recipient agrees to ensure that its final reimbursement request is received by the Division no later than the Final Reimbursement Request Date. If the final reimbursement request is not received timely, the undisbursed balance of this Agreement will be deobligated.
- (h) The Recipient is not entitled to interest earned on undisbursed funds.

B.1.7 Reimbursement Procedure.

Except as may be otherwise provided in this Agreement, disbursement of Project Funds will be made as follows:

- (a) Upon execution and delivery of this Agreement by both parties, the Recipient may request immediate reimbursement of any eligible incurred planning and design allowance costs through submission to the State Water Board of the Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed. To be eligible for reimbursement, Project Costs, including any planning and design allowance costs, must have been incurred in compliance with all applicable requirements, including the state and federal cross-cutting requirements listed in Exhibit C.
- (b) The Recipient must submit a reimbursement request for costs incurred prior to the date this Agreement is executed by the State Water Board no later than ninety (90) days after this Agreement is executed by the State Water Board. Late reimbursement requests may not be honored.
- (c) The Recipient may request reimbursement of eligible construction and equipment costs consistent with budget amounts approved by the Division in the Final Budget Approval.

- (d) Additional Project Funds will be promptly disbursed to the Recipient upon receipt of reimbursement request Form 260 and Form 261, or any amendment thereto, duly completed and executed by the Recipient for incurred costs consistent with this Agreement, along with receipt of progress reports due under Exhibit A.
- (e) The Recipient must not request reimbursement for any Project Cost until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such cost by the Recipient is not required as a condition of reimbursement request. Supporting documentation (e.g., receipts) must be submitted with each reimbursement request. The amount requested for administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Disbursement of Project Funds will be made only after receipt of a complete, adequately supported, properly documented, and accurately addressed reimbursement request. Upon request by the Division, supporting documents for professional and administrative services must include the employees' names, classifications, labor rates, hours worked, and descriptions of the tasks performed. Reimbursement requests submitted without supporting documents may be wholly or partially withheld at the discretion of the Division.
- (f) The Recipient must spend Project Funds within 30 days of receipt. If the Recipient earns interest earned on Project Funds, it must report that interest immediately to the State Water Board. The State Water Board may deduct earned interest from future disbursements.
- (g) The Recipient shall not request a reimbursement unless that Project Cost is allowable, reasonable, and allocable.
- (h) Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, policies, or regulations.
- (i) No work or travel outside the State of California is permitted under this Agreement unless the Division provides prior written authorization. Failure to comply with this restriction may result in termination this Agreement, pursuant to Exhibit C. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>, as of the date costs are incurred by the Recipient.

B.1.8 Withholding of Disbursements.

Notwithstanding any other provision of this Agreement, the State Water Board may withhold all or any portion of the Project Funds upon the occurrence of any of the following events:

- (a) The Recipient's failure to maintain reasonable progress on the Project as determined by the Division;
- (b) Placement on the ballot or passage of an initiative or referendum to repeal or reduce the Recipient's taxes, assessments, fees, or charges levied for operation of the System or payment of debt service on System Obligations; [privates] Reduction of fees or charges levied for operation of the System or payment of debt service on System Obligations;
- (c) Commencement of litigation or a judicial or administrative proceeding related to the Project, System, or Revenues that the State Water Board determines may impair the timely satisfaction of Recipient's obligations under this Agreement;
- (d) Any investigation by the State Water Board, District Attorney, California State Auditor, Bureau of State Audits, the USEPA Office of Inspector General, the Internal Revenue Service, Securities and Exchange Commission, a grand jury, or any other state or federal agency,

- relating to the Recipient's financial management, accounting procedures, or internal fiscal controls;
- (e) A material adverse change in the condition of the Recipient, the Revenues, or the System, that the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement, or any other event that the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement;
 - (f) The Recipient's material violation of, or threat to materially violate, any term of this Agreement;
 - (g) Suspicion of fraud, forgery, embezzlement, theft, or any other misuse of public funds by the Recipient or its employees, or by its contractors or agents regarding the Project or the System;
 - (h) An event requiring Notice as set forth in Exhibit C;
 - (i) An Event of Default or an event that the Division determines may become an Event of Default.

B.1.9 Fraud and Misuse of Public Funds; Enforcement.

All requests for reimbursement submitted must be accurate and signed by the Recipient's Authorized Representative under penalty of perjury. All costs submitted pursuant to this Agreement must only be for the work or tasks set forth in this Agreement. The Recipient must not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any eligible costs for which the Recipient is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is improper and will not be compensated. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements and, notwithstanding any other section in this Agreement, the termination of this Agreement requiring the repayment of all Project Funds disbursed hereunder. Additionally, the Deputy Director of the Division may request an audit; refer the matter for appropriate administrative action, including but not limited to the recovery of financial assistance provided and the imposition of civil penalties; and/or refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. A person who knowingly makes or causes to be made any false statement, material misrepresentation, or false certification in any submittal may be subject to a civil penalty, criminal fine, or imprisonment. (Wat. Code, § 13490 et seq.)

B.2 RECIPIENT'S PAYMENT OBLIGATION, PLEDGE, AND RESERVE

B.2.1 Project Costs.

The Recipient must pay any and all costs connected with the Project including, without limitation, any and all Project Costs and Additional Payments. If the Project Funds are not sufficient to pay the Project Costs in full, the Recipient must nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

B.2.2 Estimated Principal Payment Due.

The estimated amount of principal that will be due to the State Water Board from the Recipient under this Agreement is **Written Dollar Amount dollars and no cents (\$Dollar Amount)**.

B.2.3 Interest Rate and In-Lieu of Interest Charges.

(a) The Recipient agrees to make all Payments according to the schedule in Exhibit E, and as otherwise set forth herein, at an interest rate of **Written Interest Rate % (X%)** per annum.

(b) Interest will accrue beginning with each disbursement.

(c) In lieu of, and not to exceed, interest otherwise due under this Agreement, the Recipient agrees to pay the following charge(s), as further set forth in Exhibit E:

- an Administrative Service Charge
- a Small Community Grant Fund Charge

B.2.4 Reserved.

B.2.5 Obligation Absolute.

The obligation of the Recipient to make the Payments and other payments required to be made by it under this Agreement, from the Net Revenues and/or other amounts legally available to the Recipient therefor, is absolute and unconditional, and until such time as the Payments and Additional Payments have been paid in full, the Recipient must not discontinue or suspend any Payments or other payments required to be made by it hereunder when due, whether or not the Project, or any related part thereof is operating or operable or has been completed, or its use is suspended, interfered with, reduced or curtailed or terminated in whole or in part, and such Payments and other payments shall not be subject to reduction whether by offset or otherwise and shall not be conditional upon the performance or nonperformance by any party of any agreement for any cause whatsoever.

B.2.6 Payment Timing.

(a) Beginning one year after Completion of Construction, the Recipient must submit an annual Payment of the principal of the Project Funds, together with all interest accruing thereon. The Recipient must make Payments fully amortizing the total principal of the Project by the Final Payment Date. Payments are based on a standard fully amortized assistance amount with equal annual payments.

(b) The remaining balance is the previous balance, plus the disbursements, plus the accrued interest on both, plus any Charge In Lieu of Interest, less the Payment. Payment calculations will be made beginning one (1) year after Completion of Construction. Exhibit E is a payment schedule based on the provisions of this Exhibit and an estimated disbursement schedule. Actual payments will be based on actual disbursements.

(c) Upon Completion of Construction and submission of necessary reports by the Recipient, the Division will prepare an appropriate payment schedule and supply the same to the Recipient. The Division may amend this schedule as necessary to accurately reflect amounts due under this Agreement. The Division will prepare any necessary amendments to the payment schedule and send them to the Recipient. The Recipient must make each Payment on or before the due date therefor. A ten (10) day grace period will be allowed, after which time a penalty in the amount of costs incurred by the State Water Board will be assessed for late payment. These costs may include, but are not limited to, lost interest earnings, staff time, bond debt service default penalties, if any, and other related costs. For purposes of penalty assessment, payment will be deemed to have been made if payment is deposited in the U.S. Mail within the grace period with postage prepaid and properly addressed. Any penalties assessed will not be added to the assistance amount balance, but will be treated as a separate account and obligation of the Recipient. The interest penalty will be assessed from the payment due date.

(d) The Recipient is obligated to make all payments required by this Agreement to the State Water Board, notwithstanding any individual default by its constituents or others in the payment to the Recipient of fees, charges, taxes, assessments, tolls or other charges ("Charges") levied or imposed by the Recipient. The Recipient must provide for the punctual payment to the State Water Board of all amounts which become due under this Agreement and which are received from constituents or others in the payment to the Recipient. In the event of failure, neglect or refusal of any officer of the Recipient to levy or cause to be

levied any Charge to provide payment by the Recipient under this Agreement, to enforce or to collect such Charge, or to pay over to the State Water Board any money collected on account of such Charge necessary to satisfy any amount due under this Agreement, the State Water Board may take such action in a court of competent jurisdiction as it deems necessary to compel the performance of all duties relating to the imposition or levying and collection of any of such Charges and the payment of the money collected therefrom to the State Water Board. Action taken pursuant hereto shall not deprive the State Water Board of, or limit the application of, any other remedy provided by law or by this Agreement.

(e) Each Payment must be paid in lawful money of the United States of America by check or other acceptable form of payment set forth at www.waterboards.ca.gov/make_a_payment. The Recipient must pay Payments and Additional Payments from Net Revenues and/or other amounts legally available to the Recipient therefor.

B.2.7 Pledged Revenues.

B.2.7.1 Establishment of Enterprise Fund and Reserve Fund.

In order to carry out its System Obligations, the Recipient covenants that it shall establish and maintain or shall have established and maintained the Enterprise Fund. All Revenues received shall be deposited when and as received in trust in the Enterprise Fund. As required in this Exhibit, the Recipient must establish and maintain a Reserve Fund.

B.2.7.2 Pledge of Net Revenues, Enterprise Fund, and Reserve Fund.

The Obligation hereunder shall be secured by a lien on and pledge of the Enterprise Fund, Net Revenues, and any Reserve Fund on parity with the Parity Obligations. The Recipient hereby pledges and grants such lien on and pledge of the Enterprise Fund, Net Revenues, and any Reserve Fund to secure the Obligation, including payment of Payments and Additional Payments hereunder. The Enterprise Fund, Net Revenues in the Enterprise Fund, and any Reserve Fund shall be subject to the lien of such pledge without any physical delivery thereof or further act, and the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract, or otherwise against the Recipient.

B.2.7.3 Application and Purpose of the Enterprise Fund.

Subject to the provisions of any outstanding System Obligation, money on deposit in the Enterprise Fund shall be applied and used first, to pay Operations and Maintenance Costs, and thereafter, all amounts due and payable with respect to the System Obligations in order of priority. After making all payments hereinabove required to be made in each Fiscal Year, the Recipient may expend in such Fiscal Year any remaining money in the Enterprise Fund for any lawful purpose of the Recipient.

B.2.8 No Prepayment.

Pursuant to State Water Board's Debt Management Policy, adopted on October 3, 2017, the Recipient may not prepay any portion of the principal and interest due under this Agreement without the written consent of the Deputy Director of the Division.

B.2.9 Reserve Fund.

Prior to Completion of Construction, the Recipient must establish a restricted Reserve Fund, held in its Enterprise Fund, equal to one year's Debt Service on this Obligation. The Recipient must maintain the Reserve Fund throughout the term of this Agreement. The Reserve Fund is subject to lien and pledged as security for this Obligation, and its use is restricted to payment of this Obligation during the term of this Agreement.

B.3 RATES, FEES AND CHARGES.

(a) The Recipient must, to the extent permitted by law, fix, prescribe and collect rates, fees and charges for the System during each Fiscal Year which are reasonable, fair, and nondiscriminatory and which will be sufficient to generate Revenues in the amounts necessary to cover Operations and Maintenance Costs, and must ensure that Net Revenues are equal to the sum of (i) at least 120% of the Maximum Annual Debt Service with respect to all outstanding System Obligations senior to and on parity with the Obligation and (ii) at least 100% of the Maximum Annual Debt Service with respect to all outstanding System Obligations subordinate to the Obligation, so long as System Obligations other than this Obligation are outstanding. Upon defeasance of all System Obligations other than this Obligation, this ratio must be at least 120%, except where System Obligations are defeased pursuant to refunding obligations.

(b) The Recipient may make adjustments from time to time in such fees and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates, fees and charges then in effect unless the Net Revenues from such reduced rates, fees, and charges will at all times be sufficient to meet the requirements of this section.

(c) Upon consideration of a voter initiative to reduce Revenues, the Recipient must make a finding regarding the effect of such a reduction on the Recipient's ability to satisfy the rate covenant set forth in this Section. The Recipient must make its findings available to the public. The Recipient's Authorized Representative must request, if necessary, the authorization of the Recipient's decision-maker or decision-making body to file litigation to challenge any such initiative that it finds will render it unable to satisfy the rate covenant set forth in this Agreement and its obligation to operate and maintain the Project for its Useful Life. The Recipient must diligently pursue and bear any and all costs related to such challenge. The Recipient must notify and regularly update the State Water Board regarding the status of any such challenge.

B.4 ADDITIONAL DEBT.

(a) The Recipient's future debt that is secured by Revenues pledged herein may not be senior to this Obligation.

(b) The Recipient may issue additional parity or subordinate debt only if all of the following conditions are met:

- i. No Event of Default (or no event with respect to which notice has been given and which, once all notice of grace periods have passed, would constitute an Event of Default) has occurred and is continuing;
- ii. Net Revenues in the most recent Fiscal Year, excluding transfers from a rate stabilization fund, if any, meet the ratio for rate covenants set forth in this Exhibit with respect to any outstanding and proposed additional obligations;
- iii. The Recipient is in compliance with any reserve fund requirement of this Obligation.

B.5 NO LIENS.

The Recipient must not make any pledge of or place any lien on the Project, System, or Revenues except as otherwise provided or permitted by this Agreement.

EXHIBIT C – GENERAL & PROGRAMMATIC TERMS & CONDITIONS

C.1 REPRESENTATIONS & WARRANTIES.

The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement.

C.1.1 Application and General Recipient Commitments.

The Recipient has not made any untrue statement of a material fact in its application for this financial assistance, or omitted to state in its application a material fact that makes the statements in its application not misleading.

The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.

The Recipient agrees to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for funding under this Agreement.

C.1.2 Authorization and Validity.

The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.

C.1.3 No Violations.

The execution, delivery, and performance by Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date of execution of this Agreement by the Recipient, or result in any breach or default under any contract, obligation, indenture, or other instrument to which Recipient is a party or by which Recipient is bound as of the date of execution of this Agreement by the Recipient.

C.1.4 No Litigation.

There are, as of the date of execution of this Agreement by the Recipient, no pending or, to Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect, or, if resolved unfavorably to the Recipient, would materially affect, the financial condition or operations of the Recipient, the System, the Revenues, and/or the Project.

There are no proceedings, actions, or offers by a public entity to acquire by purchase or the power of eminent domain the System or any of the real or personal property related to or necessary for the Project.

C.1.5 Property Rights.

The Recipient owns or has sufficient property rights in the Project property for the longer of the Useful Life or the term of this Agreement, either in fee simple or for a term of years that is not subject to third-party revocation during the Useful Life of the Project.

C.1.6 Solvency and Insurance.

None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, professional liability.

C.1.7 Legal Status and Eligibility.

The Recipient is duly organized and existing and in good standing under the laws of the State of California. Recipient must at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. The Recipient acknowledges that changes to its legal or financial status may affect its eligibility for funding under this Agreement and commits to maintaining its eligibility. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with state or federal audit disallowances.

C.1.8 Financial Statements and Continuing Disclosure.

The financial statements of Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with GAAP. Since the date(s) of such financial statements, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by Recipient and approved in writing by the State Water Board.

The Recipient is current in its continuing disclosure obligations associated with its material debt, if any.

C.1.9 System Obligations

The Recipient has no System Obligations other than those defined in this Agreement.

C.1.10 No Other Material Obligations.

The Recipient has no Material Obligations other than System Obligations.

C.1.11 Compliance with State Water Board Funding Agreements.

The Recipient represents that it is in compliance with all State Water Board funding agreements to which it is a party.

C.2 DEFAULTS AND REMEDIES

In addition to any other remedy set forth in this Agreement, the following remedies are available under this Agreement.

C.2.1 Return of Funds; Acceleration; and Additional Payments.

Notwithstanding any other provision of this Agreement, if the Division determines that an Event of Default has occurred, the Recipient may be required, upon demand, immediately to do each of the following:

- i. return to the State Water Board any grant or principal forgiveness amounts received pursuant to this Agreement;
- ii. accelerate the payment of any principal owed under this Agreement, all of which shall be immediately due and payable;
- iii. pay interest at the highest legal rate on all of the foregoing; and
- iv. pay any Additional Payments.

C.2.2 Reserved.

C.2.3 Administrative remedies.

Whenever the State Water Board determines that the Recipient, the Recipient's contractor, consultant, employee, agent, assignee, or grantee has violated any requirement or term of the Agreement, the State Water Board may impose civil penalties in accordance with Water Code, section 13497. The State Water Board may impose civil liability administratively against the Recipient or the Recipient's consultant or contractor or other agent furnishing any information related to funds disbursed or costs claimed for reimbursement if the Recipient or the Recipient's consultant or contractor or other agent fails to personally attest that the information is true, accurate, and complete to the best of one's knowledge. (Wat. Code, § 13498.) The State Water Board may impose civil liability administratively against any person who makes a misrepresentation in any submittal to the State Water Board, including, but not limited to, an application, report, certification, record, invoice, form, or other document that is submitted to the State Water Board relating to a financial assistance agreement. (Wat. Code, § 13499.)

C.2.4 Judicial remedies.

Whenever the State Water Board determines that an Event of Default shall have occurred, the State Water Board may enforce its rights under this Agreement by any judicial proceeding, whether at law or in equity. Without limiting the generality of the foregoing, the State Water Board may:

- i. by suit in equity, require the Recipient to account for amounts relating to this Agreement as if the Recipient were the trustee of an express trust;
- ii. by mandamus or other proceeding, compel the performance by the Recipient and any of its officers, agents, and employees of any duty under the law or of any obligation or covenant under this Agreement, including but not limited to the imposition and collection of rates for the services of the System sufficient to meet all requirements of this Agreement; and
- iii. take whatever action at law or in equity as may appear necessary or desirable to the State Water Board to collect the Payments then due or thereafter to become due, or to enforce performance of any obligation or covenant of the Recipient under this Agreement.

C.2.5 Termination.

Upon an Event of Default, the State Water Board may terminate this Agreement. Interest shall accrue on all amounts due at the highest legal rate of interest from the date that the State Water Board delivers notice of termination to the Recipient.

C.2.6 Damages for Breach of Tax-Exempt Status.

In the event that any breach of any of the provisions of this Agreement by the Recipient results in the loss of tax-exempt status for any bonds of the State or any subdivision or agency thereof, or if such breach

results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government by reason of any arbitrage profits, the Recipient must immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

C.2.7 Damages for Breach of Federal Conditions.

In the event that any breach of any of the provisions of this Agreement by the Recipient results in the failure of Project Funds to be used pursuant to the provisions of this Agreement, or if such breach results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government, the Recipient must immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

C.2.8 Remedies and Limitations.

None of the remedies available to the State Water Board shall be exclusive of any other remedy, and each such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. The State Water Board may exercise any remedy, now or hereafter existing, without exhausting and without regard to any other remedy.

Any claim of the Recipient is limited to the rights and remedies provided to the Recipient under this Agreement and is subject to the claims procedures provided to the Recipient under this Agreement.

C.2.9 Non-Waiver.

Nothing in this Agreement shall affect or impair the Recipient's Obligation to pay Payments as provided herein or shall affect or impair the right of the State Water Board to bring suit to enforce such payment. No delay or omission of the State Water Board in the exercise of any right arising upon an Event of Default shall impair any such right or be construed to be a waiver of any such Event of Default. The State Water Board may exercise from time to time and as often as shall be deemed expedient by the State Water Board, any remedy or right provided by law or pursuant to this Agreement.

C.2.10 Status Quo.

If any action to enforce any right or exercise any remedy shall be brought and either discontinued or determined adversely to the State Water Board, then the State Water Board shall be restored to its former position, rights and remedies as if no such action had been brought.

C.3 STANDARD CONDITIONS

C.3.1 Access, Inspection, and Public Records.

The Recipient must ensure that the State Water Board, the Governor of the State, the USEPA, the USEPA's Office of Inspector General, any member of Congress, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of the Agreement. The Recipient acknowledges that, except for a subset of information regarding archaeological records, the Project records and locations are public records, including but not limited to all of the submissions accompanying the application, all of the documents incorporated into this Agreement by reference, and all reports, reimbursement requests, and supporting documentation submitted hereunder.

C.3.2 Accounting and Auditing Standards; Financial Management Systems; Records Retention.

(a) The Recipient must maintain project accounts according to GAAP as issued by the Governmental Accounting Standards Board (GASB) or its successor. The Recipient must maintain GAAP-compliant project accounts, including GAAP requirements relating to the reporting of infrastructure assets.

(b) The Recipient must comply with federal standards for financial management systems. The Recipient agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit preparation of reports required by the federal government and tracking of Project funds to a level of expenditure adequate to establish that such funds have not been used in violation of federal or state law or the terms of this Agreement. To the extent applicable, the Recipient must comply with the provisions and requirements of the federal Single Audit Act (SAA) of 1984, 2 CFR part 200, subpart F, and 2 CFR section 200.302, and updates or revisions thereto, including but not limited to:

- Maintain an annual (Fiscal Year) accounting system and identify all expenditures of federal financial assistance;
- Conduct a SAA audit using an independent auditor in those Fiscal Years when expenditures of total federal financial assistance equal or exceed the applicable threshold in 2 CFR section 200.501, and submit the SAA audit to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s) or nine (9) months of the end of the audit period;
- Notify the Division when a SAA audit has been conducted and submitted to the Federal Audit Clearinghouse;
- Notify and provide the Division with a copy of the SAA audit within thirty (30) days of completion of the audit;
- Inform the Division of findings and recommendations pertaining to federal financial assistance provided through the State Water Board contained in SAA audits conducted by the Recipient;
- Initiate corrective actions for audit reports with findings and recommendations that impact federal financial assistance provided through the State Water Board and notify the Division when corrective actions are complete.

(c) Without limitation of the requirement to maintain Project accounts in accordance with GAAP, the Recipient must:

- i. Establish an official file for the Project which adequately documents all significant actions relative to the Project;
- ii. Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Project, including all assistance funds received under this Agreement;
- iii. Establish separate accounts which will adequately depict all income received which is attributable to the Project, specifically including any income attributable to assistance funds disbursed under this Agreement;
- iv. Establish an accounting system which will accurately depict final total costs of the Project, including both direct and Indirect Costs;
- v. Establish such accounts and maintain such records as may be necessary for the State to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and
- vi. If Force Account is used by the Recipient for any phase of the Project, other than for planning, design, and construction engineering and administration provided for by allowance, accounts will be established which reasonably document all employee hours charged to the Project and the associated tasks performed by each employee.

(d) The Recipient must maintain separate books, records and other material relative to the Project. The Recipient must also retain such books, records, and other material for itself and for each contractor or subcontractor who performed or performs work on this project for a minimum of thirty-six (36) years after Completion of Construction. The Recipient must require that such books, records, and other material are subject at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board, the California State Auditor, the Bureau of State Audits, the USEPA, the USEPA's Office of Inspector General, the Internal Revenue Service, the Governor, or any authorized representatives of the aforementioned. The Recipient must allow and must require its contractors to allow interviews during normal business hours of any employees who might reasonably have information related to such records. The Recipient agrees to include a similar duty regarding audit, interviews, and records retention in any contract or subcontract related to the performance of this Agreement. The provisions of this section survive the term of this Agreement.

C.3.3 Amendment.

No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by both the Recipient and the Deputy Director or designee.

Requests for amendments must be in writing and directed to the contact listed in Section 4 and to the Division's Chief of Loans and Grants Administration Section.

C.3.4 Assignability.

This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of the State Water Board in the form of a formal written amendment to this Agreement.

C.3.5 Audit.

(a) The Division may call for an audit of financial information relative to the Project if the Division determines that an audit is desirable to assure program integrity or if an audit becomes necessary because of state or federal requirements. If an audit is called for, the audit must be performed by a certified public accountant independent of the Recipient and at the cost of the Recipient. The audit must be in the form required by the Division.

(b) Audit disallowances must be returned to the State Water Board.

C.3.6 Bonding.

Where contractors are used, the Recipient must not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00.

C.3.7 Competitive Bidding

Recipient must adhere to any applicable state law or local ordinance for competitive bidding and applicable labor laws.

C.3.8 Compliance with Applicable Laws, Rules, and Requirements.

The Recipient must, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, to the extent applicable, the Recipient must:

- (a) Comply with the provisions of the adopted environmental mitigation plan, if any, for the term of this Agreement;
- (b) Comply with the Policy and Guidelines; and
- (c) Comply with and require compliance with the state and federal requirements set forth elsewhere in this Agreement.

C.3.9 Computer Software.

The Recipient certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

C.3.10 Conflict of Interest.

The Recipient certifies that its owners, officers, directors, agents, representatives, and employees are in compliance with applicable state and federal conflict of interest laws.

C.3.11 Continuous Use of Project; No Lease, Sale, Transfer of Ownership, or Disposal of Project.

The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of the Project during the Useful Life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all disbursed Project Funds or all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.

C.3.12 Data Management.

The Recipient will undertake appropriate data management activities so that Project data can be incorporated into statewide data systems.

C.3.13 Disputes.

- (a) The Recipient may appeal a staff decision within 30 days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within 30 days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute.
- (b) This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.
- (c) Recipient must continue with the responsibilities under this Agreement during any dispute.
- (d) This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.

C.3.14 Reserved.

C.3.15 Environmental Clearance.

(a) No work that is subject to CEQA or NEPA may proceed under this Agreement unless the State Water Board has provided environmental clearance. The State Water Board may require changes in the scope of work or additional mitigation as a condition to providing construction or implementation funding under this Agreement. Recipient shall not perform any work subject to CEQA and/or NEPA before the State Water Board completes its environmental review and specifies any changes in scope or additional mitigation that may be required. Proceeding with work subject to CEQA and/or NEPA without approval by the State Water Board shall constitute a breach of a material provision of this Agreement.

(b) If this Project includes modification of a river or stream channel, the Recipient must fully mitigate environmental impacts resulting from the modification. The Recipient must provide documentation that the environmental impacts resulting from such modification will be fully mitigated considering all of the impacts of the modification and any mitigation, environmental enhancement, and environmental benefit resulting from the Project, and whether, on balance, any environmental enhancement or benefit equals or exceeds any negative environmental impacts of the Project.

C.3.16 Governing Law.

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

C.3.17 Income Restrictions.

The Recipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Recipient under this Agreement must be paid by the Recipient to the State Water Board, to the extent that they are properly allocable to costs for which the Recipient has been reimbursed by the State Water Board under this Agreement.

C.3.18 Indemnification and State Reviews.

The parties agree that review or approval of Project plans and specifications by the State Water Board is for administrative purposes only, including conformity with application and eligibility criteria, and expressly not for the purposes of design defect review or construction feasibility, and does not relieve the Recipient of its responsibility to properly plan, design, construct, operate, and maintain the Project. To the extent permitted by law, the Recipient agrees to indemnify, defend, and hold harmless the State Water Board, the Bank, and any trustee, and their officers, employees, and agents for the Bonds, if any (collectively, "Indemnified Persons"), against any loss or liability arising out of any claim or action brought against any Indemnified Persons from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected with (1) the System or the Project or the conditions, occupancy, use, possession, conduct, or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the System or the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the California Hazardous Waste Control Law, and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the System or the Project; or (4) any untrue statement or alleged untrue statement of any material fact or omission or

alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Recipient for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement, except those arising from the gross negligence or willful misconduct of the Indemnified Persons. The Recipient must also provide for the defense and indemnification of the Indemnified Persons in any contractual provision extending indemnity to the Recipient in any contract let for the performance of any work under this Agreement, and must cause the Indemnified Persons to be included within the scope of any provision for the indemnification and defense of the Recipient in any contract or subcontract. To the fullest extent permitted by law, the Recipient agrees to pay and discharge any judgment or award entered or made against Indemnified Persons with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section survive the term of this Agreement.

C.3.19 Independent Actor.

The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State Water Board.

C.3.20 Integration.

This Agreement constitutes the complete and final agreement between the parties. No oral or written understanding or agreement not incorporated in this Agreement shall be binding on either party.

C.3.21 Leveraging Covenants.

- (a) Notwithstanding any other provision hereof, the Recipient covenants and agrees that it will comply with the Tax Covenants set forth in Exhibit F of this Agreement.
- (b) The Recipient covenants to furnish such financial, operating and other data pertaining to the Recipient as may be requested by the State Water Board to: (i) enable the State Water Board to cause the issuance of Bonds and provide for security therefor; or (ii) enable any underwriter of Bonds issued for the benefit of the State Water Board to comply with Rule 15c2-12(b)(5).
- (c) The Recipient further covenants to provide the State Water Board with copies of all continuing disclosure documents or reports that are disclosed pursuant to (i) the Recipient's continuing disclosure undertaking or undertakings made in connection with any outstanding System Obligation, (ii) the terms of any outstanding System Obligation, or (iii) a voluntary disclosure of information related to an outstanding System Obligation. The Recipient must disclose such documents or reports to the State Water Board at the same time such documents or reports are submitted to any dissemination agent, trustee, nationally recognized municipal securities information repository, the Municipal Securities Rulemaking Board's Electronic Municipal Market Access (EMMA) website or other person or entity.

C.3.22 No Discrimination.

- (a) The Recipient must comply with Government Code section 11135 and the implementing regulations (Cal. Code Regs, tit. 2, § 11140 et seq.), including, but not limited to, ensuring that no person is unlawfully denied full and equal access to the benefits of, or unlawfully subjected to discrimination in the operation of, the Project or System on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation as such terms are defined under California law, for as long as the Recipient retains ownership or possession of the Project.

(b) If Project Funds are used to acquire or improve real property, the Recipient must include a covenant of nondiscrimination running with the land in the instrument effecting or recording the transfer of such real property.

(c) The Recipient must comply with the federal American with Disabilities Act of 1990 and implementing regulations as required by Government Code section 11135(b).

(d) The Recipient's obligations under this section shall survive the term of this Agreement.

(e) During the performance of this Agreement, Recipient and its contractors and subcontractors must not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status.

(f) The Recipient, its contractors, and subcontractors must ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

(g) The Recipient, its contractors, and subcontractors must comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subds. (a)-(f) et seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

(h) The Recipient, its contractors, and subcontractors must comply with all applicable federal civil rights regulations, including statutory and national policy requirements. (2 CFR § 200.300). This includes, to the greatest extent practicable and to the extent permitted by law, the requirement to respect and protect the freedom of persons and organizations to engage in political and religious speech. (Executive Order 13798).

(i) The Recipient, its contractors, and subcontractors must give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

(j) The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

C.3.23 No Third Party Rights.

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein.

C.3.24 No Obligation of the State.

Any obligation of the State Water Board herein contained shall not be an obligation, debt, or liability of the State and any such obligation shall be payable solely out of the moneys encumbered pursuant to this Agreement.

C.3.25 Notice.

Upon the occurrence of any of the following events, the Recipient must provide notice as set forth below.

- (a) Within 24 hours of the following, the Recipient must notify the Division by phone at (916) 327-9978 and by email to eric.pae@waterboards.ca.gov, sandeep.kals@waterboards.ca.gov, and CleanWaterSRF@waterboards.ca.gov of:
- i. The seizure of, or levy on, any Revenues securing this Agreement;
 - ii. Any discovery of any potential tribal cultural resource, archaeological or historical resource, or human remains in the Project area (also notify the Division's Senior Cultural Resources Officer, Lisa.Machado@waterboards.ca.gov or (916) 323-0626). Should a potential tribal cultural resource or archaeological or historical resource be discovered during construction or Project implementation, the Recipient must ensure that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient must implement appropriate actions as directed by the Division. If there are any applicable provisions of a mitigation, monitoring and reporting program adopted for the Project, the Recipient shall comply with such provisions. In the event of the discovery of human remains during construction of the Project, the Recipient shall cease construction and take other action required by any applicable laws, which may include but are not limited to Health and Safety Code, section 7050.5 and Public Resources Code, section 5097.98.
- (b) Within five (5) business days, the Recipient must notify the Division by phone at (916) 327-9978; by email to Lance.Reese@waterboards.ca.gov, Eric.Pae@waterboards.ca.gov, Sandeep.Kals@waterboards.ca.gov, and CleanWaterSRF@waterboards.ca.gov; and by mail to the contact address set forth in Section 4 of this Agreement of the occurrence of any of the following events:
- i. Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;
 - ii. Change of ownership of the Project or the System or change of management or service contracts, if any, for operation of the System;
 - iii. Loss, theft, damage, or impairment to Project, the Revenues or the System;
 - iv. Failure to meet any debt service coverage test in Exhibit B of this Agreement;
 - v. Draws on the Reserve Fund;
 - vi. Listed Events and Events of Default, except as otherwise set forth in this section;
 - vii. Failure to observe or perform any covenant or comply with any condition in this Agreement;
 - viii. An offer from a public entity to purchase the Project or the System or any portion thereof, or any of the real or personal property related to or necessary for the Project;
 - ix. A proceeding or action by a public entity to acquire the Project or the System by power of eminent domain;
 - x. Incurrence of a System Obligation or other Material Obligation by the Recipient; or
 - xi. A default, event of acceleration, termination event, modification of terms, or other similar event under the terms of a System Obligation or other Material Obligation of the Recipient, any of which reflect financial difficulties.
- (c) Within ten (10) business days, the Recipient must notify the Division by phone at (916) 327-9978, by email to eric.pae@waterboards.ca.gov and sandeep.kals@waterboards.ca.gov and CleanWaterSRF@waterboards.ca.gov, and by mail to the contact address set forth in Section 4 of this Agreement of the following events:

- i. Material defaults on Material Obligations, other than this Obligation;
 - ii. Unscheduled draws on material debt service reserves or credit enhancements, reflecting financial difficulties;
 - iii. Substitution of credit or liquidity providers, if any or their failure to perform;
 - iv. Any litigation pending or threatened with respect to the Project or the Recipient's technical, managerial or financial capacity to operate the System or the Recipient's continued existence, or any judgment or court order relating to such litigation that has a significant effect on the Project or the System;
 - v. Circulation of a petition to repeal, reduce, or otherwise challenge the Recipient's rates for services of the System;
 - vi. Consideration of dissolution, or disincorporation, or any other event that could materially impair the Revenues;
 - vii. Adverse tax opinions, the issuance by the Internal Revenue Service or proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices of determinations with respect to the tax status of any tax-exempt bonds;
 - viii. Rating changes on outstanding System Obligations, if any;
 - ix. Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board; or
 - x. Any investigation by the District Attorney, California State Auditor, Bureau of State Audits, USEPA's Office of Inspector General, the Internal Revenue Service, Securities and Exchange Commission, a grand jury, or any other state or federal agency, relating to the Recipient's financial management, accounting procedures, or internal fiscal controls;
- (d) The Recipient must notify the Division promptly by phone at (916) 327-9978, by email to eric.pae@waterboards.ca.gov and sandeep.kals@waterboards.ca.gov and CleanWaterSRF@waterboards.ca.gov, and by mail to the contact address set forth in Section 4 of this Agreement of any of the following events:
- i. The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this financial assistance, or in any certification, report, or request for reimbursement made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;
 - ii. Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;
 - iii. Cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
 - iv. Any circumstance, combination of circumstances, or condition, which is expected to or does delay Completion of Construction for a period of ninety (90) days or more;
 - v. Discovery of any unexpected endangered or threatened species, as defined in the federal Endangered Species Act. Should a federally protected species be unexpectedly encountered during construction of the Project, the Recipient agrees to promptly notify the Division. This notification is in addition to the Recipient's obligations under the federal Endangered Species Act;
 - vi. Any Project monitoring, demonstration, or other implementation activities required in Exhibit A or Exhibit D of this Agreement, if any;
 - vii. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state and federal representatives with at least ten (10) working days' notice to the Division;

- viii. Any allegation of research misconduct involving research activities that are supported in whole or in part with USEPA funds under this Project, as required by Exhibit C.4.3(xxvii);
- ix. Any events requiring notice to the Division pursuant to the provisions of this Agreement;
- x. Completion of Construction of the Project, and actual Project Completion;
- xi. The award of the prime construction contract for the Project;
- xii. Initiation of construction of the Project.

C.3.26 Operation and Maintenance; Insurance.

The Recipient agrees to sufficiently and properly staff, operate and maintain all portions of the System during the Useful Life of the Project in accordance with all applicable state and federal laws, rules, and regulations.

The Recipient will procure and maintain or cause to be maintained insurance on the System with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the System) as are usually covered in connection with systems similar to the System. Such insurance may be maintained by a self-insurance plan so long as such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the System caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the System. The Recipient must begin such reconstruction, repair or replacement as expeditiously as possible, and must pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same must be completed and the System must be free and clear of all claims and liens. If such net proceeds are insufficient to reconstruct, repair, or restore the System to the extent necessary to enable the Recipient to pay all remaining unpaid principal portions of the Payments, if any, in accordance with the terms of this Agreement, the Recipient must provide additional funds to restore or replace the damaged portions of the System.

Recipient agrees that for any policy of insurance concerning or covering the construction of the Project, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, its officers, agents, employees, and servants as additional insured; and must provide the Division with a copy of all such certificates prior to the commencement of construction of the Project.

C.3.27 Permits, Subcontracting, and Remedies.

Recipient must procure all permits, licenses and other authorizations necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Signed copies of any such permits or licenses must be submitted to the Division before any construction begins.

The Recipient must not contract or allow subcontracting with excluded parties. The Recipient must not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized. For any work related to this Agreement, the Recipient must not contract with any individual or organization on the State Water Board's List of Disqualified Businesses

and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which funding under this Agreement is authorized. The State Water Board's List of Disqualified Businesses and Persons is located at

http://www.waterboards.ca.gov/water_issues/programs/enforcement/fwa/dbp.shtml

C.3.28 Professionals.

The Recipient agrees that only licensed professionals will be used to perform services under this Agreement where such services are called for. All technical reports required pursuant to this Agreement that involve planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, architectural, or geologic sciences, shall be prepared by or under the direction of persons registered to practice in California pursuant to Business and Professions Code, sections 5536.1, 6735, 7835, and 7835.1. To demonstrate compliance with California Code of Regulations, title 16, sections 415 and 3065, all technical reports must contain a statement of the qualifications of the responsible registered professional(s). As required by these laws, completed technical reports must bear the signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work.

C.3.29 Prevailing Wages.

The Recipient agrees to be bound by all applicable provisions of State Labor Code regarding prevailing wages. The Recipient must monitor all agreements subject to reimbursement from this Agreement to ensure that the prevailing wage provisions of the State Labor Code are being met.

In addition, the Recipient agrees to comply with the Davis-Bacon provisions incorporated by reference in Section 3 of this Agreement.

C.3.30 Public Funding.

This Project is publicly funded. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

C.3.31 Recipient's Responsibility for Work.

The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The State Water Board will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

C.3.32 Related Litigation.

Under no circumstances may the Recipient use funds from any reimbursement under this Agreement to pay costs associated with any litigation the Recipient pursues against the State Water Board or any Regional Water Quality Control Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Recipient agrees to repay all of the disbursed funds plus interest in the event that Recipient does not complete the project.

C.3.33 Rights in Data.

The Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Recipient may copyright the same, except that, as to any work which is copyrighted by the Recipient, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, and to receive electronic copies from the Recipient upon request.

C.3.34 State Water Board Action; Costs and Attorney Fees.

Any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State Water Board as a result of breach of this Agreement by the Recipient, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Agreement by the State Water Board shall not preclude the State Water Board from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own costs and attorney fees.

C.3.35 Timeliness.

Time is of the essence in this Agreement.

C.3.36 Unenforceable Provision.

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

C.3.37 Venue.

Any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California.

C.3.38 Waiver and Rights of the State Water Board.

Any waiver of rights by the State Water Board with respect to a default or other matter arising under this Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State Water Board provided for in this Agreement are in addition to any other rights and remedies provided by law.

C.4 MISCELLANEOUS STATE AND FEDERAL REQUIREMENTS

C.4.1 State Program Requirements

If the Recipient recovers funds from any responsible parties, the Recipient shall immediately notify the Division. The amount of this Agreement may be reduced to reflect the recovered funds.

C.4.2 State Program Requirements for Proposition 1 Groundwater.

- (a) Eminent Domain Prohibited. (Wat. Code, § 79711.) Where land acquisition is otherwise authorized under this Agreement, Project Funds and Match Funds shall not be used to acquire land via eminent domain.

- (b) Governor's Infrastructure Plan. (Gov. Code, § 13100.) The Recipient shall ensure that the Project shall maintain consistency with section 13100 of the Government Code (five-year infrastructure plan).
- (c) Groundwater Monitoring. (Wat. Code, § 10920.) The Recipient shall comply with Water Code section 10920 et seq., which requires groundwater monitoring and reporting of groundwater elevations.
- (d) Remediation Costs Limited. (Wat. Code, § 79771.) Project Funds shall not be used to pay any share of the costs of remediation recovered from parties responsible for the contamination of a groundwater storage aquifer, but may be used to pay costs that cannot be recovered from responsible parties. Recipients that have received Project Funds for remediating groundwater storage aquifers shall exercise reasonable efforts to recover the costs of groundwater cleanup from the parties responsible for the contamination. Funds recovered from responsible parties may only be used to fund treatment and remediation activities.
- (e) Sustainable Groundwater Management Act (SGMA) Compliance. Wat. Code, § 10720-10737.8. To the extent required under SGMA, the Recipient shall comply with the following:
 - i. If, after July 1, 2017, the Project is or will be located in a non-adjudicated high- or medium-priority California Statewide Groundwater Elevation Monitoring (CASGEM) basin, the Recipient shall ensure that a Groundwater Sustainability Agency (GSA) has formed or an alternative has been submitted to DWR. (Wat. Code, § 10735.2 (a)(1).)
 - ii. If, after January 31, 2020, the Project is or will be located in a non-adjudicated high- or medium CASGEM basin that is subject to critical conditions of overdraft, the Recipient shall ensure that the Project is consistent with an adopted Groundwater Sustainability Plan (GSP).
 - iii. If, after January 31, 2022, the Project is or will be located in a non-adjudicated high- or medium CASGEM basin that is not subject to critical conditions of overdraft, the Recipient shall ensure that the Project is consistent with an adopted GSP.
- (f) Wild and Scenic Rivers. (Wat. Code, § 79711.) The Recipient shall ensure that the Project will not have an adverse effect on the values upon which a wild and scenic river or any other river is afforded protections pursuant to the California Wild and Scenic Rivers Act or the federal Wild and Scenic Rivers Act.

C.4.3 State Cross-Cutters.

Recipient represents that, as applicable, it complies and covenants to maintain compliance with the following with respect to all Project Costs for the term of this Agreement:

- i. The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, Section 15000 et seq.
- ii. Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.
- iii. Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.
- iv. Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in Sections 1725.5 and 1771.1 of the Labor Code.
- v. Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.

- vi. Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).
- vii. Urban Water Demand Management requirements, including the requirements of Section 10608.56 of the Water Code.
- viii. Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, title 23, section 5002.
- ix. Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.
- x. Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.
- xi. The Recipient agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with directives or orders issued pursuant to Division 7 of the Water Code.
- xii. Regulations in Division 4 of Title 22 of the California Code of Regulations, including but not limited to California Waterworks Standards in Chapter 16, and Lead and Copper regulations in Chapter 17.5.

C.4.4 Federal Requirements and Cross-Cutters for SRF Funding.

The Recipient acknowledges, warrants compliance with, and covenants to continuing compliance with the following federal terms and conditions with respect to all Project Costs for the term of this Agreement and for the Useful Life of the Project:

- i. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient shall not purchase "iron and steel products" produced outside of the United States on this Project. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient hereby certifies that all "iron and steel products" used in the Project were or will be produced in the United States. For purposes of this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. "Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.
- ii. The Recipient must include in full the Wage Rate Requirements (Davis-Bacon) language incorporated by reference in Section 3 of this Agreement in all construction contracts and subcontracts.
- iii. The Recipient must comply with the signage requirements set forth in Exhibit A.
- iv. The Recipient shall notify the State Water Board and the USEPA contact of public or media events publicizing the accomplishment of significant events related to this Project and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

- v. The Recipient shall comply with applicable USEPA general terms and conditions found at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2023-or-later>.
- vi. No Recipient may receive funding under this Agreement unless it has provided its Unique Entity Identifier, assigned by the System for Award Management, to the State Water Board.
- vii. The Recipient represents and warrants that it and its principals are not excluded or disqualified from participating in this transaction as such terms are defined in Parts 180 and 1532 of Title 2 of the Code of Federal Regulations (2 CFR). If the Recipient is excluded after execution of this Agreement, the Recipient shall notify the Division within ten (10) days and shall inform the Division of the Recipient's exclusion in any request for amendment of this Agreement. The Recipient shall comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR. Such compliance is a condition precedent to the State Water Board's performance of its obligations under this Agreement. When entering into a covered transaction as defined in Parts 180 and 1532 of 2 CFR, the Recipient shall require the other party to the covered transaction to comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR.
- viii. To the extent applicable, the Recipient shall disclose to the State Water Board any potential conflict of interest consistent with USEPA's Final Financial Assistance Conflict of Interest Policy at <https://www.epa.gov/grants/epas-final-financial-assistance-conflict-interest-policy>. A conflict of interest may result in disallowance of costs.
- ix. USEPA and the State Water Board have the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement.
- x. Where an invention is made with Project Funds, USEPA and the State Water Board retain the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the Recipient. The Recipient must utilize the Interagency Edison extramural invention reporting system at <http://Edison.gov> and shall notify the Division when an invention report, patent report, or utilization report is filed.
- xi. The Recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this Agreement shall contain the Disclosure statement set forth in Exhibit A.
- xii. The Recipient acknowledges that it is encouraged to follow guidelines established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194, with respect to enabling individuals with disabilities to participate in its programs supported by this Project.
- xiii. The Recipient, its employees, contractors and subcontractors and their employees warrants that it will not engage in severe forms of trafficking in persons, procure a commercial sex act during the term of this Agreement, or use forced labor in the performance of this Agreement. The Recipient must include this provision in its contracts and subcontracts under this Agreement. The Recipient must inform the State Water Board immediately of any information regarding a violation of the foregoing. The Recipient understands that failure to comply with this provision may subject the State Water Board to loss of federal funds. The Recipient agrees to compensate the State Water Board for any such funds lost due to its failure to comply with this condition, or the failure of its contractors or subcontractors to comply with this condition. The State Water Board may unilaterally terminate this Agreement if the Recipient that is a private entity is determined to have violated the foregoing.

- xiv. The Recipient certifies to the best of its knowledge and belief that:
- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and notify the State Water Board.

The Recipient shall require this certification from all parties to any contract or agreement that the Recipient enters into and under which the Recipient incurs costs for which it seeks reimbursements under this Agreement.

- xv. The Recipient must comply with the following federal non-discrimination requirements:
- a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP).
 - b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities.
 - c. The Age Discrimination Act of 1975, which prohibits age discrimination.
 - d. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
 - e. 40 CFR Part 7, as it relates to the foregoing.
- xvi. If the Project relates to construction of a publicly owned treatment works, where the Recipient contracts for program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping, or architectural related services, the Recipient shall ensure that any such contract is negotiated in the same manner as a contract for architectural and engineering services is negotiated under chapter 11 of title 40, United States Code, or an equivalent State qualifications-based requirement as determined by the State Water Board.
- xvii. If the Project relates to construction of a publicly owned treatment works, the Recipient certifies that it has developed and is implementing a fiscal sustainability plan for the Project, except as set forth in Exhibit D, that includes an inventory of critical assets that are a part of the Project, an evaluation of the condition and performance of inventoried assets or asset groupings, a certification that the Recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan, and a plan for maintaining, repairing, and, as necessary, replacing the Project and a plan for funding such activities.
- xviii. The Recipient agrees to comply with the requirements of USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises.
- xix. Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans; 42 USC § 7606; 33 USC § 1368. Except where the purpose of this Agreement is to remedy the cause of the

violation, the Recipient may not procure goods, services, or materials from suppliers excluded under the federal System for Award Management: sam.gov

- xx. Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended; 42 USC §§4601-4655. The Recipient must comply with the Act's implementing regulations at 49 CFR 24.101 through 24.105.
- xxi. The Recipient agrees that if its network or information system is connected to USEPA networks to transfer data using systems other than the Environmental Information Exchange Network or USEPA's Central Data Exchange, it will ensure that any connections are secure.
- xxii. All geospatial data created pursuant to this Agreement that is submitted to the State Water Board for use by USEPA or that is submitted directly to USEPA must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards may be found at www.fgdc.gov.
- xxiii. If the Recipient is a water system that serves 500 or fewer persons, the Recipient represents that it has considered publicly-owned wells as an alternative drinking water supply.
- xxiv. The Recipient represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and it is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
- xxv. The Recipient agrees to immediately notify the Project Manager in writing about any allegation of research misconduct involving research activities that are supported in whole or in part with USEPA funds under this Project, including fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results, or ordering, advising, or suggesting that subordinates engage in research misconduct.
- xxvi. The Recipient agrees to comply with, and require all contractors and subcontractors to comply with, USEPA's Scientific Integrity Policy, available at <https://www.epa.gov/osa/policy-epa-scientific-integrity>, when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this condition scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue.

The Recipient shall not suppress, alter, or otherwise impede the timely release of scientific findings or conclusions; intimidate or coerce scientists to alter scientific data, findings, or professional opinions or exert non-scientific influence on scientific advisory boards; knowingly misrepresent, exaggerate, or downplay areas of scientific uncertainty; or otherwise violate the USEPA's Scientific Integrity Policy. The Recipient must refrain from acts of research misconduct, including publication or reporting, as described in USEPA's Policy and Procedures for Addressing Research Misconduct, Section 9.C, and must ensure scientific findings are generated and disseminated in a timely and transparent manner, including scientific research performed by contractors and subcontractors.
- xxvii. The Recipient agrees to comply with the Animal Welfare Act of 1966 (7 USC 2131-2156). Recipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training," available at <http://grants.nih.gov/grants/olaw/references/phspol.htm#USGovPrinciples>.

xxviii. The Recipient certifies that no Project Funds will be used on:

- a. Video surveillance or telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- b. Telecommunications or video surveillance services produced by such entities;
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country; or
- d. Other telecommunications or video surveillance services or equipment in violation of [2 CFR 200.216](#).

xxix. The Recipient agrees to comply with all federal environmental cross-cutters, including the following:

- a. Archeological and Historic Preservation Act (16 U.S.C. § 469; 54 U.S.C. §§ 312501-312508)
- b. Clean Air Act Conformity (42 U.S.C. § 7401)
- c. Coastal Barriers Resources Act (16 U.S.C. § 3501 et seq.)
- d. Coastal Zone Management Act (16 U.S.C. § 1451 et seq.)
- e. Endangered Species Act (16 U.S.C. § 1531 et seq.)
- f. Farmland Protection Policy Act (7 U.S.C. § 4201 et seq.)
- g. Floodplain Management [Executive Order 11988 (1997), as amended by Executive Order No. 13690 (2015)]
- h. Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.)
- i. National Historic Preservation Act (54 U.S.C. §§ 300101 et seq.)
- j. Sole Source Aquifer, section 1424(e) of Safe Drinking Water Act, 42 U.S.C. 300h-3(e)
- k. Wetlands Protection – Executive Order No. 11990 (1977), as amended by Executive Order no. 12608 (1997)
- l. Wild and Scenic Rivers Act (16 U.S.C. § 1271 et seq.)

EXHIBIT D – SPECIAL CONDITIONS

D.1 ENVIRONMENTAL SPECIAL CONDITIONS [environmental]

D.2 TEHCNICAL SPECIAL CONDITIONS

- (a) The Recipient must submit proof of submittal of the Report of Waste Discharge to Central Valley Regional Water Quality Control Board and the Title 22 Report to Division of Drinking Water prior to construction funds being disbursed. The Agreement will not be amended to include the FBA without receipt of these submittals.
- (b) The Recipient must submit proof of enrollment under the General Order for Recycled Water or the Waste Discharge Requirements including reclamation requirements with the Project Completion Report. Final disbursement of the Project will not be processed until the notice is received by the Division of Financial Assistance.
- (c) The Recipient must submit a copy of the National Pollutant Discharge Elimination System (NPDES) permit or the Waste Discharge Requirements including reclamation requirements with the Project Completion Report. Final disbursement of the Project will not be processed until the notice is received by Division of Financial Assistance.
- (d) The Recipient must submit a Fiscal Sustainability Plan prior to submittal of the Project Completion Report. The Final Disbursement Request will not be processed without Division acceptance of this submittal
- (e) The Recipient shall provide a Recycled Water Market Assurance satisfactory to the Division of Financial Assistance's counsel prior to any disbursements of project costs.

D.3 Executive Order N-6-22 — Russian Sanctions.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State Water Board determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State Water Board shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State Water Board.

The Recipient represents that the Recipient is not a target of economic sanctions imposed in response to Russia's actions in Ukraine imposed by the United States government or the State of California. The Recipient is required to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf> and the sanctions identified on the United States Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). The Recipient is required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all Recipients with one or more agreements with the State of California with an aggregated value of Five Million Dollars (\$5,000,000) or more. Notwithstanding any other provision in this Agreement, failure to comply with the economic sanctions and all applicable reporting requirements may result in termination of this Agreement.

For Recipients with an aggregated agreement value of Five Million Dollars (\$5,000,000) or more with the State of California, reporting requirements include, but are not limited to, information related to steps taken in response to Russia's actions in Ukraine, including but not limited to:

1. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;
2. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and
3. Direct support to the government and people of Ukraine.

EXHIBIT E – PAYMENT SCHEDULE

See the attached preliminary Payment Schedule. The final Payment Schedule will be forwarded to the Recipient after all disbursements have been paid and construction of the Project has been completed.

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EXHIBIT F – TAX CERTIFICATE

F.1 Purpose.

The purpose of this Exhibit F is to establish the reasonable expectations of the Recipient regarding the Project and the Project Funds, and is intended to be and may be relied upon for purposes of Sections 103, 141 and 148 of the Code and as a certification described in Section 1.148-2(b)(2) of the Treasury Regulations. This Exhibit F sets forth certain facts, estimates and circumstances which form the basis for the Recipient's expectation that neither the Project nor the Bond Funded Portion of the Project Funds is to be used in a manner that would cause the Obligation to be classified as "arbitrage bonds" under Section 148 of the Code or "private activity bonds" under Section 141 of the Code.

F.2 Tax Covenant.

The Recipient agrees that it will not take or authorize any action or permit any action within its reasonable control to be taken, or fail to take any action within its reasonable control, with respect to the Project which would result in the loss of the exclusion of interest on the Bonds from gross income for federal income tax purposes under Section 103 of the Code.

F.3 Governmental Unit.

The Recipient is a state or local governmental unit as defined in Section 1.103-1 of the Treasury Regulations or an instrumentality thereof (a "Governmental Unit") and is not the federal government or any agency or instrumentality thereof.

F.4 Financing of a Capital Project.

The Recipient will use the Project Funds to finance capital expenditures it has incurred or will incur for the construction, reconstruction, installation or acquisition of the Project in accordance with the terms of this Agreement. Such expenditures shall not have previously been financed with the proceeds of any other issue of indebtedness except for interim financing by the Recipient, the date of maturity, prepayment or redemption of which is within thirty (30) days of the date of disbursement of Project Funds under this Agreement. All Project Funds shall be allocated to expenditures by the Recipient within thirty (30) days of the date of disbursement, including (if at all) Project Funds allocated to repay interim financing of the Recipient. For purposes of this Section F.4, "interim financing" means notes, commercial paper, loans, lines of credit and other forms of short-term borrowing.

F.5 Ownership and Operation of Project.

The Recipient exclusively owns and, except as provided in Section F.12 hereof, operates the Project.

F.6 Temporary Period.

The Recipient reasonably expects that at least eighty-five percent (85%) of the Bond Funded Portion of the Project Funds will be allocated to expenditures for the Project within three (3) years of the earlier of the effective date of this Agreement or the date the Bonds are issued ("Applicable Date"). The Recipient has incurred, or reasonably expects that it will incur within six (6) months of the Applicable Date, a substantial binding obligation (i.e., not subject to contingencies within the control of the Recipient or a related party) to a third party to expend at least five percent (5%) of the Bond Funded Portion of the Project Funds on Project Costs. The completion of acquisition, construction, improvement and equipping

of the Project and the allocation of the Bond Funded Portion of the Project Funds to Project Costs will proceed with due diligence.

F.7 Working Capital.

No operational expenditures of the Recipient or any related entity are being, have been or will be financed or refinanced with Project Funds.

F.8 Expenditure of Proceeds.

The Bond Funded Portion of the Project Funds shall be used exclusively for the following purposes: (i) Reimbursement Expenditures (as defined in Section F.20 below), (ii) Preliminary Expenditures (as defined in Section F.20 below) in an aggregate amount not exceeding twenty percent (20%) of the Bond Funded Portion of the Project Funds, (iii) capital expenditures relating to the Project originally paid by the Recipient on or after the date hereof, (iv) interest on the Obligation through the later of three (3) years after the Applicable Date or one (1) year after the Project is placed in service, and (v) initial operating expenses directly associated with the Project in the aggregate amount not more than five percent (5%) of the Bond Funded Portion of the Project Funds.

F.9 Private Use and Private Payments.

No portion of the Project Funds or the Project is being, has been or will be used in the aggregate for any activities that constitute a Private Use (as defined below). No portion of the principal of or interest with respect to the Payments will be secured by any interest in property (whether or not the Project) used for a Private Use or in payments in respect of property used for a Private Use, or will be derived from payments in respect of property used for a Private Use. "Private Use" means any activity that constitutes a trade or business that is carried on by persons or entities, other than a Governmental Unit. The leasing of the Project or the access by or the use of the Project by a person or entity other than a Governmental Unit on a basis other than as a member of the general public shall constitute a Private Use. Use by or on behalf of the State of California or any of its agencies, instrumentalities or subdivisions or by any local Governmental Unit and use as a member of the general public will be disregarded in determining whether a Private Use exists. Use under an arrangement that conveys priority rights or other preferential benefits is generally not use on the same basis as the general public. Arrangements providing for use that is available to the general public at no charge or on the basis of rates that are generally applicable and uniformly applied do not convey priority rights or other preferential benefits. For this purpose, rates may be treated as generally applicable and uniformly applied even if (i) different rates apply to different classes of users, such as volume purchasers, if the differences in rates are customary and reasonable; or (ii) a specially negotiated rate arrangement is entered into, but only if the user is prohibited by federal law from paying the generally applicable rates, and the rates established are as comparable as reasonably possible to the generally applicable rates. An arrangement that does not otherwise convey priority rights or other preferential benefits is not treated, nevertheless, as general public use if the term of the use under the arrangement, including all renewal options, is greater than 200 days. For this purpose, a right of first refusal to renew use under the arrangement is not treated as a renewal option if (i) the compensation for the use under the arrangement is redetermined at generally applicable, fair market value rates that are in effect at the time of renewal; and (ii) the use of the financed property under the same or similar arrangements is predominantly by natural persons who are not engaged in a trade or business.

F.10 No Sale, Lease or Private Operation of the Project.

The Project (or any portion thereof) will not be sold or otherwise disposed of, in whole or in part, to any person who is not a Governmental Unit prior to the final maturity date of the Obligation. The Project will not be leased to any person or entity that is not a Governmental Unit prior to the final maturity date of the Obligation. Except as permitted under Section F.12 hereof, the Recipient will not enter any contract or

arrangement or cause or permit any contract or arrangement to be entered with persons or entities that are not Governmental Units if that contract or arrangement would confer on such persons or entities any right to use the Project on a basis different from the right of members of the general public. The contracts or arrangements contemplated by the preceding sentence include but are not limited to management contracts, take or pay contracts or put or pay contracts, and capacity guarantee contracts.

F.11 No Disproportionate or Unrelated Use.

No portion of the Project Funds or the Project is being, has been, or will be used for a Private Use that is unrelated or disproportionate to the governmental use of the Project Funds.

F.12 Management and Service Contracts.

The Recipient represents that, as of the date hereof, it is not a party to any contract, agreement or other arrangement with any persons or entities engaged in a trade or business (other than Governmental Units) that involve the management or operation of property or the provision of services at or with respect to the Project that does not comply with the standards of the Treasury Regulations, or Revenue Procedure 2017-13, as applicable. The Recipient represents that it will not be party to any such contract, agreement or arrangement with any person or entity that is not a Governmental Unit for the management of property or the provision of services at or with respect to the Project, while the Obligation (including any obligation or series thereof issued to refund the Obligation, as the case may be) is outstanding, except: (a) with respect to any contract, agreement or arrangement that does not constitute "private business use" of the Project under Code §141(b), or (b) with respect to any contract, agreement or arrangement that complies with (i) Revenue Procedure 97-13, 1997-1 C.B. 632, as amended by Revenue Procedure 2001-39, 2001-2 C.B. 38, and as amplified by Notice 2014-67, with respect to contracts entered into before August 18, 2017 and not materially modified or extended after August 18, 2017, or (ii) Revenue Procedure 2017-13, with respect to contracts entered into or materially modified or extended on or after August 18, 2017, or (c) with respect to any contract, agreement or arrangement that does not give rise to use of the Bond Funded Portion of the Project Funds or the Project by a non-Governmental Unit of more than the amount of such non-qualified use permitted by the Code, or (d) in the event that the Recipient receives an opinion of counsel, satisfactory to the State Water Board and the Bank and expert in the issuance of state and local government bonds the interest on which is excluded from gross income under Section 103 of the Code ("Nationally-Recognized Bond Counsel"), that such contract, agreement or arrangement will not adversely affect the exclusion of the interest on the Obligation from gross income for federal income taxation purposes.

F.13 No Disposition of Financed Property.

As of the date hereof, the Recipient does not expect to sell or otherwise dispose of any portion of the Project, in whole or in part, prior to the final maturity date of the Obligation.

F.14 Useful Life of Project.

As of the date hereof, the Recipient reasonably expects that the economic useful life of the Project, commencing at Project Completion, will be at least equal to the term of this Agreement, as set forth in Exhibit A hereto.

F.15 Payments.

Payments generally are expected to be derived from assessments, taxes, fees, charges or other current Revenues of the Recipient in each year, and such current Revenues are expected to equal or exceed the Payments during each payment period. Any amounts accumulated in a sinking fund or bona fide debt service fund to pay Payments (whether or not deposited to a fund or account established by the Recipient) will be disbursed to pay Payments within thirteen months of the initial date of accumulation or

deposit. Any such fund used for the payment of Payments will be depleted once a year except for a reasonable carryover amount not exceeding the greater of earnings on such fund or one-twelfth of the Payments in either case for the immediately preceding year.

F.16 No Other Replacement Proceeds.

The Recipient will not use any of the Bond Funded Portion of the Project Funds to replace or substitute other funds of the Recipient that were otherwise to be used to finance the Project or which are or will be used to acquire securities, obligations or other investment property reasonably expected to produce a yield that is materially higher than the yield on the Bonds.

F.17 No Sinking or Pledged Fund.

Except as set forth in Section F.18 below, the Recipient will not create or establish any sinking fund or pledged fund which will be used to pay Payments on the Obligation within the meaning of Section 1.148-1(c) of the Treasury Regulations. If any sinking fund or pledged fund comes into being with respect to the Obligation before the Obligation has been fully retired which may be used to pay the Payments, the Recipient will invest such sinking fund and pledged fund moneys at a yield that does not exceed the yield on the Bonds.

F.18 Reserve Amount.

The State Water Board requires that the Recipient maintain and fund a separate account in an amount equal to one (1) year of debt service with respect to the Obligation (the "Reserve Amount") as set forth in Exhibit B. The Recipient represents that the Reserve Amount is and will be available to pay debt service with respect to the Obligation, if and when needed. The Reserve Amount consists solely of revenues of the Recipient and does not include any proceeds of any obligations the interest on which is excluded from gross income for federal income tax purposes or investment earnings thereon. The aggregate of the Reserve Amount, up to an amount not exceeding the lesser of (i) ten percent of the aggregate principal amount of the Obligation, (ii) the maximum annual debt service with respect to the Obligation, or (iii) 125 percent of the average annual debt service with respect to the Obligation, will be treated as a reasonably required reserve fund.

F.19 Reimbursement Resolution.

The "reimbursement resolution" adopted by the Recipient is incorporated herein by reference.

F.20 Reimbursement Expenditures.

Reimbursements are disallowed, except as specifically authorized in Exhibit B or Exhibit D of this Agreement. To the extent so authorized, a portion of the Bond Funded Portion of the Project Funds may be applied to reimburse the Recipient for Project Costs paid before the date hereof, so long as the Project Cost was (i) not paid prior to sixty (60) days before the Recipient's adoption of a declaration of official intent to finance the Project, (ii) not paid more than eighteen (18) months prior to the date hereof or the date the Project was placed-in-service, whichever is later, and (iii) not paid more than three (3) years prior to the date hereof (collectively, "Reimbursement Expenditures"), unless such cost is attributable to a "preliminary expenditure." Preliminary expenditure for this purpose means architectural, engineering, surveying, soil testing and similar costs incurred prior to the commencement of construction or rehabilitation of the Project, but does not include land acquisition, site preparation and similar costs incident to the commencement of acquisition, construction or rehabilitation of the Project. Preliminary expenditures may not exceed 20% of the Bond Funded Portion of the Project Funds.

F.21 Change in Use of the Project.

The Recipient reasonably expects to use all of the Bond Funded Portion of the Project Funds and the Project for the entire stated term to maturity of the Obligation. Absent an opinion of Nationally-Recognized Bond Counsel to the effect that such use of the Bond Funded Portion of the Project Funds will not adversely affect the exclusion from federal gross income of interest on the Bonds pursuant to Section 103 of the Code, the Recipient will use the Bond Funded Portion of the Project Funds and the Project solely as set forth in this Agreement.

F.22 Rebate Obligations.

If the Recipient satisfies the requirements of one of the spending exceptions to rebate specified in Section 1.148-7 of the Treasury Regulations, amounts earned from investments, if any, acquired with the Bond Funded Portion of the Project Funds will not be subject to the rebate requirements imposed under Section 148(f) of the Code. If the Recipient fails to satisfy such requirements for any period, it will notify the State Water Board and the Bank immediately and will comply with the provisions of the Code and the Treasury Regulations at such time, including the payment of any rebate amount calculated by the State Water Board or the Bank.

F.23 No Federal Guarantee.

The Recipient will not directly or indirectly use any of the Bond Funded Portion of the Project Funds in any manner that would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code, taking into account various exceptions including any guarantee related to investments during an initial temporary period until needed for the governmental purpose of the Bonds, investments as part of a bona fide debt service fund, investments of a reasonably required reserve or replacement fund, investments in bonds issued by the United States Treasury, investments in refunding escrow funds or certain other investments permitted under the Treasury Regulations.

F.24 Amendments.

The provisions in this Exhibit may be amended, modified or supplemented at any time to reflect changes in the Code upon obtaining written approval of the State Water Board and the Bank and an opinion of Nationally-Recognized Bond Counsel to the effect that such amendment, modification or supplement will not adversely affect the exclusion from federal gross income of interest on the Bonds pursuant to Section 103 of the Code.

F.25 Reasonable Expectations.

The Recipient warrants that, to the best of its knowledge, information and belief, and based on the facts and estimates as set forth in the tax covenants in this Exhibit, the expectations of the Recipient as set forth in this Exhibit are reasonable. The Recipient is not aware of any facts or circumstances that would cause it to question the accuracy or reasonableness of any representation made in the provisions in this Exhibit.

F.26 Assignment.

The Recipient consents to any pledge, sale, or assignment to the Bank or a trustee for the benefit of the owners of the Bonds, if any, at any time of any portion of the State Water Board's estate, right, title, and interest and claim in, to and under this Agreement and the right to make all related waivers and agreements in the name and on behalf of the State Water Board, as agent and attorney-in-fact, and to perform all other related acts which are necessary and appropriate under this Agreement, if any, and the State Water Board's estate, right, title, and interest and claim in, to and under this Agreement to Payments (but excluding the State Water Board's rights to Additional Payments and to notices, opinions and indemnification under each Obligation).

RIVERBANK CITY COUNCIL / LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 11.3

SECTION 11: NEW BUSINESS

Meeting Date: June 10, 2025

Subject: Resolution Approving the City of Riverbank 2025 – 2030 Strategic Plan

From: Marisela H. Garcia, City Manager

RECOMMENDATION

It is recommended that the City Council consider a Resolution approving the City of Riverbank 2025 – 2030 Strategic Plan.

SUMMARY

On May 19, 2025 the City Council held a planning session to discuss the development of a Strategic Plan to prioritize the goals of the Council and to develop the strategies to better align the city's financial and human resources for achievement of the short- and long-term goals. Kendall Flint, consultant with DKS Consulting, will provide an overview of the draft Strategic Plan for approval by City Council.

BACKGROUND

Riverbank's Strategic Plan is a multi-year roadmap that defines the City's mission and vision for the future. This plan involves setting short- and long-term goals and prioritizing objectives to meet those goals. Organizations use the Strategic Planning process to help envision the City's desired future and translate that vision into goals and a sequence of steps to achieving them. The process ultimately involves making decisions about allocating resources to pursue Council's direction.

At the May 19th Strategic Planning Session Council identified the following goals:

1. Enhance City Facilities/Organization
2. Improve Public Communication
3. Support Public Safety
4. Foster Attainable Housing
5. Support Downtown Revitalization & Economic Development

6. Infrastructure
7. Prioritize Community Education Partnership
8. Prioritize Financial Sustainability

A strategic plan is crucial for our growing city because it provides a clear vision and roadmap for sustainable growth, efficient resource allocation, and improved quality of life for residents. It helps us as city leaders set long-term goals, prioritize investments in infrastructure, transportation, housing, and public services, and respond proactively to challenges such as population growth and economic shifts. A strategic plan fosters transparency, accountability, and collaboration, ultimately guiding the city toward a more resilient and prosperous future.

FINANCIAL IMPACT

The 2025-2030 Strategic Plan reflects the City's highest priorities and will assist in the allocation of resources in order to achieve the City's vision.

ATTACHMENTS

1. Resolution
2. 2025 – 2030 Strategic Plan - Draft

CITY OF RIVERBANK

RESOLUTION 2025-

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF RIVERBANK, CALIFORNIA
ADOPTING THE CITY OF RIVERBANK 2025 – 2030 STRATEGIC PLAN**

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

WHEREAS, the City recognizes the importance of proactive, long-term planning to guide decision-making and allocate resources efficiently; and

WHEREAS, on May 19, 2025 the City Council undertook a comprehensive strategic planning process involving input from the community, city staff, and key stakeholders; and

WHEREAS, the Strategic Plan outlines a clear vision, mission, values, and prioritized goals aimed at improving the quality of life for residents, promoting economic vitality, enhancing public services, and ensuring financial sustainability; and

WHEREAS, the Strategic Plan serves as a framework for aligning city policies, budgets, and initiatives with shared community priorities; and

WHEREAS, adopting this 2025 – 2030 Strategic Plan demonstrates the City Council’s commitment to transparency, accountability and effective governance.

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

1. Adopt the City of Riverbank Strategic Plan for the years 2025 – 2030, as presented and attached hereto as Exhibit A.
2. City departments and staff are directed to align their annual work plans and budget proposals with the goals and priorities outlined in the Strategic Plan.
3. The City Manager shall provide regular updates to the City Council on the progress of implementation and recommend any necessary adjustments.

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

PASSED AND ADOPTED by the City Council of the City of Riverbank at a regular meeting held on the 10th day of June, 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: *City of Riverbank 2025-2030 Strategic Plan*



City of Riverbank 2025-2030 Strategic Plan

Mission Statement

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

Vision Statement

Riverbank is a regional leader in sustainable development offering a unique, culturally diverse, safe, and welcoming community with a thriving downtown, recreational opportunities for all ages and abilities, and sustainable economy – collaborating with local and regional partners.

Our Core Values

Integrity
Transparency
Collaboration
Diversity
Respect

Accessibility
Innovation
Responsiveness
Accountability



Our Goals

Enhance City Facilities/Organization

Strategies

- Research available funding or issue an RFP for a new City Hall facility.
 - *New offices for Development services, administrative department, and look at corporation yard to accommodate in-house engineering staff*
- Evaluate underutilized properties for new city/recreational facilities.
- Obtain costs to improve CNG Maintenance Building office.
- Establish hiring and staffing policies, including Classification and Compensation Study.
- Explore potential impact of adopting a Charter vs. General Law city status.

Improve Public Communication

Strategies

- Create a Public Information Officer position to improve public communication.
- Hire a Deputy Clerk, to help with boards/ committees' oversight and accessibility to City Council.
- Develop a formal communications plan to include social media policies, translation services and public access to information.
- Hold townhalls and public engagement events.
- Increase social media presence and outreach.
- Develop process to address for public comments and concerns.



Support Public Safety

Strategies

- Increase code enforcement and deputy staffing through grant funding.
- Implement code enforcement for vacant buildings.
- Widen roads and improve intersections for safety.
- Pursue Grant Funding for more Cameras.
- Install lighting and traffic control measures at key locations.
- Parks & Recreation Annual Maintenance Plan
- SCFPD Collaboration on North County Corridos Closures
- Develop a volunteer park ambassador program.

Foster Attainable Housing

Strategies

- Use tax sharing increases for city-wide inclusionary housing programs.
- Work with builders for attainable housing options.
- Advance Phase 2 of transitional housing at Sierra House.
- Update Nexus fee study for infill development incentives.
- Issue Request for Proposal for a General Plan Update and sphere of influence expansion.
- Allocate General Funds to subsidize Affordable Housing.
- Make our City Grants more accessible to our Residents.

Support Downtown Revitalization & Economic Development

Strategies

- Revitalize downtown and encourage small business growth.
- Update ordinance for vacant buildings and incentivize reuse.
- Advance East Riverbank commercial development and industrial parks.
- Establish strategic partnerships and staffing for economic development.



- Launch revitalization loan program with partner banks.
- Tax Agreement based on Business Size
- Host additional City Festivals and Events.
- Provide a Child Care Facilities Incentive

Infrastructure

Strategies

- Conduct feasibility study for the Wastewater Treatment Plant and water reuse options.
- Modernize recreation facilities and improve Americans with Disabilities Access.
- Expand non-motorized transportation options.
- Plan for Wi-Fi and charging station infrastructure.
- Fundraise for sports complex expansion and accessibility upgrades.
- Environmental Justice Plan
- Evaluate aging infrastructure to rehabilitate and/or retire from use

Prioritize Community Education Partnerships

Strategies

- Partner with school districts and trade groups for job training.
- Develop a facility for education and training programs.
- Establish internships and a Youth Council program.
- Scout opportunities for military education and recruitment.
- Provide community education on health, safety, and resources.

Prioritize Finance Sustainability

Strategies

- Hire a consulting firm or employee to pursue grant opportunities.
- Evaluate all contracts and partnerships for cost-effectiveness.



- Establish a Budget Advisory Committee with citizen involvement.
- Maintain General Fund Reserve policy and adjust for inflation.
- Review and update the City fee schedule and credit card transaction policies.

DRAFT

RIVERBANK CITY COUNCIL/ LOCAL REDEVELOPMENT AUTHORITY

AGENDA ITEM NO. 11.4

SECTION 11: NEW BUSINESS

Meeting Date:	May 27, 2025
Subject:	Workshop- Proposal for Establishing a Youth Council
From:	Marisela H. Garcia
Submitted by:	Gabriela Hernandez, CMC, City Clerk

RECOMMENDATION

It is recommended that the City Council provide ideas, suggestions, and direction for the creation of a Youth Council Commission to engage youth voices in the City of Riverbank.

SUMMARY

One of the goals of the City of Riverbank's Strategic Plan is to "Improve Internal and External Communication." In alignment with this goal, Mayor Hernandez, the City Manager, and the City Clerk met to discuss the creation of a formal avenue for youth involvement in civic life. Mayor Hernandez requested that staff develop a proposal to establish a Youth Council. This initiative is intended to promote civic engagement among local youth and foster leadership skills while giving young residents a structured opportunity to contribute to the City's future.

DISCUSSION

The proposed Youth Council will serve as a platform for youth voices in Riverbank, enabling students to engage with local government and participate in shaping policy and community programs.

➤ Program Overview

- Program Timeline: September 2025 – May 2026 (first-year cohort)
- Meeting Frequency: Once per month

- Eligibility: Students in grades 9–12 who reside in or attend a school within the City of Riverbank
- Membership: 6–8 high school students, selected through an open application process

Selection Process:

- Applications will be reviewed and ranked by staff based on qualifications and demonstrated commitment to participate
- Final selections will be confirmed by the City Council

The interview panel may include the City Manager, Council Liaison, City Clerk, and a graduating member(s) (in future years)

Year 1 Mission and Structure:

- The inaugural Youth Council will be tasked with establishing its charter and bylaws, serving as the foundational document for future councils
- Youth Council members will be mentored by City Council members and staff throughout the year

In May 2026, the Youth Council will present their completed charter, bylaws and what they learned throughout their experience to the City Council

Ongoing Participation:

- The Youth Council application process will reopen annually, allowing both new and returning students to participate
- Future Youth Councils will operate according to the charter and bylaws developed by the inaugural cohort

District Collaboration

City staff will engage with Riverbank Unified School District and Modesto City School District administrators to coordinate outreach and participation. Providing Flyers, applications, and or other meetings necessary for this collaboration.

Council Structure Consideration:

The City Council is asked to determine whether the Youth Council should be a:

- Formal Advisory Body (subject to the Brown Act), if this option is chosen, staff will come back with a resolution formalizing the Youth Council; or
- Informal Ad Hoc Committee (not subject to the Brown Act)

FISCAL IMPACT

Staff recommends City Council consider establishing an annual program budget, to be set aside to support Youth Council stipends, activities (cost for some meals), events

(Outreach, Cheese & Wine booth participation), Apparel (shirts or other gear) and educational opportunities. Additional administrative costs are expected to be minimal and absorbed within existing staffing resources.

NEXT STEPS

Staff recommends that the City Council:

1. Provide direction on the desired structure of the Youth Council (Advisory Body or Ad Hoc Committee);
2. Approve the Youth Council program framework as proposed or amended;
3. Authorize an set aside an annual budget allocation to support Youth Council activities; and
4. Direct staff to proceed with outreach to school district partners and preparation of the application process.

STRATEGIC PLAN

This item supports one of our goals to *“Improve Internal and External Communication”* *Work with Youth to develop a Youth Council for the community.*

ATTACHEMENTS

1. Draft Application



City of Riverbank

Youth Council Application

2025-2026 Term (September-May)

Applicant Information

Full Name: _____

Date of Birth: _____

Grade (in Fall 2025) [9th / 10th / 11th / 12th]: _____

School Attending: _____

Home Address: _____

City, State, ZIP: _____

Phone Number: _____

Email Address: _____

Eligibility Confirmation

☐ I reside in the City of Riverbank

☐ I attend a school located within the City of Riverbank

Short Answer Questions

1. Why are you interested in serving on the City of Riverbank Youth Council?

2. What strengths or skills will you bring to the Youth Council?

3. What issues in your community are important to you and why?

4. What extracurricular activities, sports, jobs, or volunteer work are you currently involved in?

5. Are you able to commit to attending monthly meetings and participating throughout the school year? [Yes / No]

School Recommendation

Please have a teacher, coach, or school counselor complete the following section to support your application.

Name of Recommender: _____

Title/Position: _____

School: _____

Phone/Email: _____

Relationship to Applicant: _____

Recommendation Letter Attached: Yes ☐

Parent/Guardian Consent

I, the parent/guardian of the above applicant, give permission for my child to apply and, if selected, participate in the City of Riverbank Youth Council program.

Parent/Guardian Name: _____

Signature: _____ Date: _____

Phone Number: _____

Student Agreement

If selected, I agree to actively participate in the Youth Council and attend all scheduled meetings.

Student Signature: _____ Date: _____

**FOR MORE INFORMATION
OR TO SUBMIT YOUR COMPLETE APPLICATION CONTACT:**

**GABRIELA HERNANDEZ, CITY CLERK
6707 THIRD STREET, SUITE A
RIVERBANK, CA 95367
EMAIL: GHERNANDEZ@RIVERBANK.ORG PHONE: 209-863-7122**

FOR CITY USE ONLY

APPLICATION RECEIVED BY: _____

DATE: _____

DRAFT