

November 9, 2020 – City Council Regular Meeting – 7:00 p.m.



City Council Chamber
390 Towne Centre Drive
Lathrop, California
(209) 941-7200
www.ci.lathrop.ca.us

City Council

Sonny Dhaliwal, Mayor
Martha Salcedo, Vice Mayor
Paul Akinjo
Diane Lazard
Jennifer Torres-O'Callaghan

City Staff

Stephen Salvatore, City Manager
Salvador Navarrete, City Attorney
Teresa Vargas, City Clerk
Glenn Gebhardt, City Engineer
Michael King, Public Works Director
Cari James, Finance and
Administrative Services Director
Mark Meissner, Community
Development Director
Zachary Jones, Parks and Recreation
Director
Ryan Biedermann, Chief of Police

General Order of Business

1. Preliminary
 - Call to Order
 - Closed Session
 - Roll Call
 - Invocation
 - Pledge of Allegiance
 - Announcements by Mayor/City Mgr.
 - Informational Items
 - Declaration of Conflict of Interest
2. Presentations
3. Citizen's Forum
4. Consent Calendar
5. Scheduled Items
 - Public Hearings
 - Appeals
 - Referrals and Reports from Commissions and Committees
 - All Other Staff Reports and/or Action Items
 - Study Sessions
6. Council Communications
7. Adjournment

Order of Discussion

Generally, the order of discussion after introduction of an item by the Mayor will include comments and information by staff followed by City Council questions and inquiries. The applicant, or their authorized representative, or interested residents, may then speak on the item; each speaker may only speak once to each item. At the close of public discussion, the item will be considered by the City Council and action taken.

Consent Calendar

Items on the Consent Calendar are considered routine by the City Council and will be enacted by one motion and one vote. There will be no separate discussion of these items unless a Councilmember or interested resident so requests, in which case the item will be removed from the Consent Calendar and considered separately.



NOVEMBER 9, 2020 – Regular Meeting Agenda – 7:00 p.m.

Addressing the Council

Any person may speak once on any item under discussion by the City Council after receiving recognition by the Mayor. Purple speaker cards will be available prior to and during the meeting. To address City Council, a card must be submitted to the City Clerk indicating name, address and number of the item upon which a person wishes to speak. When addressing the City Council, please walk to the lectern located in front of the City Council. State your name and address. In order to ensure all persons, have the opportunity to speak, a time limit will be set by the Mayor for each speaker (see instructions on speaker form). In the interest of time, each speaker may only speak once on each individual agenda item; please limit your comments to new material; do not repeat what a prior speaker has said. If you challenge the nature of a proposed action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the public hearing.

Citizen's Forum

Any person desiring to speak on a matter which is not scheduled on this agenda may do so under the Citizen's Forum section. Please submit your purple speaker card to the City Clerk prior to the commencement of Citizen's Forum. Only those who have submitted speaker cards, or have expressed an interest to speak, prior to the conclusion of Citizen's Forum will be called upon to speak. Please be aware the California Government Code prohibits the City Council from taking any immediate action on an item which does not appear on the agenda, unless the item meets stringent statutory requirements. The Mayor will limit the length of your presentation (see instructions on speaker form) and each speaker may only speak once on this agenda item.

Public Participation

Attendance to this meeting is allowed with the following guidelines. However, in accordance with Executive Order N-25-20, guidance from the California Department of Public Health on gatherings, and to protect our employees and the public, public participation is allowed in the following additional ways:

- Attendance by video/teleconference is not mandatory, however, it is provided as an alternate participation method :
 - ✚ **Event address: (copy and paste link on browser):**
<https://cityoflathrop.webex.com/cityoflathrop/onstage/g.php?MTID=e7e3f8b1aa3f6a04f66df205f556f3b74>
 - ✚ Please log in and register at the bottom of the page, at least thirty minutes (30 min.) prior to the meeting.
 - ✚ For audio only, call-in number: (408) 418-9388 Access code: 146 682 8815
No need to call-in if using WebEx audio on your computer. If using WebEx audio, please use headphones to avoid background noise interference.
- Council Meetings are live-streamed on Comcast Cable Channel 97 and on the City's website at <https://www.ci.lathrop.ca.us/citycouncil/page/live-stream>

- Public comment/questions will be accepted by email to City Clerk Teresa Vargas at Tvargas@ci.lathrop.ca.us
- In order to allow the City Council adequate time to review questions and comments, please submit written questions or comments by 3:00 p.m., on the day of the meeting.

If you have travelled internationally and/or you have had direct contact with someone who has travelled internationally or tested positive for Coronavirus (COVID-19), or you are experiencing symptoms such as coughing, sneezing, fever, sore throat, chills, muscle pain, headache, new loss of taste or smell, difficulty breathing/shortness of breath, or other flu-like symptoms, please DO NOT ATTEND this meeting in person.

If you are in the group of individuals who may be most vulnerable to COVID-19, including older adults and those with underlying health conditions, including but not limited to heart disease, lung disease, immune-compromised, diabetes, or other conditions that could interfere with your ability to fight COVID-19, please consider carefully before attending this meeting in person and keep a six-foot distance from others as much as possible.

To leave a voice message for the Mayor and all Councilmembers simultaneously, dial (209) 941-7230. To send an e-mail for the Mayor and all Councilmembers simultaneously email: citycouncil@ci.lathrop.ca.us

This City Council Agenda and meeting materials can be accessed by computer or any smart device at: <https://www.ci.lathrop.ca.us/meetings>

LIVE STREAMING & CLOSED CAPTIONING – Available, please visit the City Council Webpage: <https://www.ci.lathrop.ca.us/citycouncil/page/live-stream>

Information

Copies of the Agenda are available in the lobby at the Lathrop City Hall, 390 Towne Centre Drive, Lathrop, on Thursday preceding a regularly scheduled City Council meeting. Supplemental documents relating to specific agenda items are available for review in the City Clerk's Office. This agenda was posted at the following locations: City Hall, Community Center, Generations Center, Senior Center, and the Lathrop-Manteca Fire District "J" Street and Somerston Parkway Offices. The meetings of the Lathrop City Council are broadcast on Lathrop Comcast Cable Television Channel 97.

Assistance will be provided to those requiring accommodations for disabilities in compliance with the Americans with Disabilities Act of 1990. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility and/or accommodations to this meeting. [28 CFR 35.102-35.104 ADA Title II] Interested persons must request the accommodation at least 2 working days in advance of the meeting by contacting the City Clerk at (209) 941-7230. Information about the City or items scheduled on the Agenda may be referred to:

Teresa Vargas, City of Lathrop, City Clerk
390 Towne Centre Drive, Lathrop, CA 95330 / Telephone: (209) 941-7230

**CITY OF LATHROP
CITY COUNCIL REGULAR MEETING
MONDAY, NOVEMBER 9, 2020
7:00 P.M.
COUNCIL CHAMBER, CITY HALL
390 Towne Centre Drive
Lathrop, CA 95330**

AGENDA

PLEASE NOTE: There will be a Closed Session commencing at 6:30 p.m. The Regular Meeting will reconvene at 7:00 p.m., or immediately following the Closed Session, whichever is later.

1. PRELIMINARY

1.1 CALL TO ORDER

1.2 CLOSED SESSION

1.2.1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS: Pursuant to Government Code Section 54956.8
Property: 952 River Islands Parkway
Agency Negotiator: Stephen J. Salvatore, City Manager
Negotiating Parties: County of San Joaquin
Under Negotiation: Lease / Use Agreement

RECONVENE

1.2.2 REPORT FROM CLOSED SESSION

1.3 ROLL CALL

1.4 INVOCATION

1.5 PLEDGE OF ALLEGIANCE

1.6 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER

1.7 INFORMATIONAL ITEM(S) – None

1.8 DECLARATION OF CONFLICT(S) OF INTEREST

2. PRESENTATIONS

2.1 PROCLAMATION – DECLARING NOVEMBER AS SIKH AWARENESS MONTH

2.2 MAYOR'S COMMITTEE REPORT(S)
Parks & Recreation Update on Committee Events and Programs

3. CITIZEN'S FORUM

Any person desiring to speak on a matter, which is not scheduled on this agenda, may do so under Citizen's Forum. Please submit a purple speaker card to the City Clerk prior to the commencement of Citizen's Forum. Only those who have submitted speaker cards, or have expressed an interest to speak, prior to the conclusion of Citizen's Forum will be called upon to speak. Please be aware the California Government Code prohibits the City Council from taking any immediate action on an item, which does not appear on the agenda, unless the item meets stringent statutory requirements. The City Council can, however, allow its members or staff to briefly (no more than five (5) minutes) respond to statements made, to ask questions for clarification, make a brief announcement or report on his or her own activities. (See California Government Code Section 54954.2(a)). Unless directed otherwise by a majority of the City Council, all questions asked and not answered at the meeting will be responded to in writing within 10 business days. ALL PUBLIC COMMENTS MUST BE MADE IN COMPLIANCE WITH THE LATHROP CITY COUNCIL HANDBOOK OF RULES AND PROCEDURES!

4. CONSENT CALENDAR

Items on the Consent Calendar are considered routine by the City Council and will be enacted by one motion and one vote. There will be no separate discussion of these items unless the Mayor, Councilmember, or citizen so requests, in which event the item will be removed from the Consent Calendar and considered separately.

- 4.1 WAIVING OF READING OF ORDINANCES AND RESOLUTIONS
Waive the Reading in Full of Ordinances and Resolutions on Agenda and Adopt by Reading of Title Only, Unless Otherwise Requested by the Mayor or a Councilmember
- 4.2 APPROVAL OF MINUTES
Approve Minutes for the Regular Council Meeting of August 10, 2020
- 4.3 APPROVAL OF MINUTES
Approve Minutes for the Regular Council Meeting of September 14, 2020
- 4.4 APPROVAL OF MINUTES
Approve Minutes for the Regular Council Meeting of October 12, 2020
- 4.5 SECOND READING AND ADOPTION OF ORDINANCE 20-416 BY TITLE ONLY
AMENDING CHAPTER 17.04, GENERAL PROVISIONS, AND CHAPTER 17.80, ACCESSORY DWELLING UNITS OF THE LATHROP MUNICIPAL CODE RELATED TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS (TA-20-103)

Waive Full Reading and Adopt Ordinance 20-416 By Title Only Amending Chapter 17.04, General Provisions, and Chapter 17.80, Accessory Dwelling Units of the Lathrop Municipal Code Related to Accessory Dwelling Units and Junior Accessory Dwelling Units. The amendments to the Municipal Code include the following:

- Chapter 17.04 (General Provisions): Amend Section 17.04.080, Definitions, to include definitions for Efficiency Kitchen, Junior Accessory Dwelling Unit, Public Transit, Tandem Parking and Amend the definitions for existing Accessory Dwelling Unit and Accessory Structure; and
- Chapter 17.80 (Accessory Dwelling Unit): Amend Chapter 17.80 to be consistent with new State law. The amendment will also include provisions for the creation of Junior Accessory Dwelling Units.

4.6 SECOND READING AND ADOPTION OF ORDINANCE 20-417 BY TITLE ONLY AMENDING TITLE 10, CHAPTER 10.24, SECTION 10.24.030, PUBLIC WORKS DIRECTOR TO PLACE SIGN INDICATING NO PARKING AREAS, AND SECTION 10.24.070, RESTRICTED PARKING; OF THE LATHROP MUNICIPAL CODE

Waive Full Reading and Adopt Ordinance 20-417 By Title Only Amending Title 10, Chapter 10.24, Section 10.24.030, Public Works Director to Place Sign Indicating No Parking Areas, and Section 10.24.070, Restricted Parking; of the Lathrop Municipal Code

4.7 TREASURER'S REPORT FOR SEPTEMBER 2020

Approve Quarterly Treasurer's Report for September 2020

4.8 ANNUAL REVIEW AND ADOPTION OF THE CITY'S INVESTMENT POLICY

Adopt a Resolution Approving the Annual Investment Policy for Fiscal Year 2020/21

4.9 APPROVE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF LATHROP AND THE COUNTY OF SAN JOAQUIN REGARDING PARTICIPATION IN THE COUNTYWIDE UNIFIED MASS NOTIFICATION SYSTEM

Adopt Resolution Approving a Memorandum of Agreement Between the City of Lathrop and the County of San Joaquin Regarding Participation in the Countywide Unified Mass Notification System

4.10 CREATE CIP PK 20-02 MILESTONE MANOR PARK REVITALIZATION AND APPROVE APPLICATION FOR STATEWIDE PARK DEVELOPMENT PER CAPITA GRANT PROGRAM

Adopt a Resolution Approving the Creation of CIP PK 20-02 Milestone Manor Park Revitalization, Authorize the Submission an Application to the Statewide Park Development Per Capita Grant Program and Approve Related Budget Amendment

4.11 APPROVE ADDITIONAL OUTDOOR FITNESS EQUIPMENT AT CRESCENT PARK, CIP PK 21-05

Council Consider the Placement of Two Additional Pieces of Outdoor Fitness Equipment at Crescent Park and Authorize Related Budget Amendments

- 4.12 APPROVE A BUDGET AMENDMENT FOR THE CREATION OF 250 EVERY DAY ESSENTIALS AND COVID-19 PREPAREDNESS BUNDLES FOR LATHROP SENIORS
Adopt a Resolution Approving a Budget Amendment for the Creation of 250 Every Day Essentials and COVID-19 Preparedness Bundles for Lathrop Seniors, which will be Reimbursed through Funding from the 2020 Coronavirus Aid Relief, and Economic Securities (CARES) Act Grant
- 4.13 APPROVE AMENDMENT NO. 1 WITH CONDOR EARTH TECHNOLOGIES LLC. TO PROVIDE ADDITIONAL ENGINEERING AND ADMINISTRATIVE SUPPORT
Adopt Resolution Approving Amendment No. 1 with Condor Earth Technologies LLC. to Provide Additional Engineering and Administrative Support
- 4.14 APPROVE TASK ORDER NO. 18 WITH 4LEAF, INC., FOR BUILDING INSPECTION SERVICES
Adopt Resolution Approving Task Order No. 18 Pursuant to Master Professional Services Consulting Agreement dated September 21, 2015, with 4Leaf, Inc., to provide Building Inspection Services
- 4.15 APPROVE COOPERATIVE AGREEMENT WITH CALTRANS, AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH MARK THOMAS, AND RELATED BUDGET AMENDMENT FOR THE CIP PS 06-06 LOUISE AVENUE / INTERSTATE 5 INTERCHANGE PROJECT
Adopt Resolution Approving Cooperative Agreement with Caltrans, Amendment No. 1 to the Professional Services Agreement with Mark Thomas, and Related Budget Amendment for the CIP PS 06-06 Louise Avenue / Interstate 5 Interchange Project
- 4.16 APPROVE BUDGET AMENDMENT FOR THE LOUISE AVENUE PAVEMENT REHABILITATION CIP PS 18-01
Adopt Resolution Approving Budget Amendment for the Louise Avenue Pavement Rehabilitation CIP PS 18-01 and Related Budget Amendment
- 4.17 AWARD A CONTRACT FOR CITY-WIDE TREE MAINTENANCE SERVICES TO WEST COAST ARBORISTS
Adopt a Resolution Awarding a Contract to West Coast Arborists for Tree Maintenance Services for City Streets and Parks
- 4.18 AUTHORIZE CITY MANAGER TO SIGN COOPERATIVE AGREEMENT WITH CALTRANS AND APPROVE PROFESSIONAL SERVICES AGREEMENT WITH MARK THOMAS FOR THE CIP PS 17-09 STATE ROUTE 120 AND YOSEMITE AVENUE INTERCHANGE PROJECT

Adopt Resolution Approving City Manager to Sign Cooperative Agreement with Caltrans and Approve Professional Services Agreement with Mark Thomas for the Preparation of the Project Approval & Environmental Document (PA&ED) for the CIP PS 17-09 State Route 120 and Yosemite Avenue Interchange Project

- 4.19 ACCEPT IMPROVEMENTS FOR CIP GG 10-17 RETAINING WALL AND LANDSCAPING AT TOWNE CENTRE DRIVE AND VILLAGE AVENUE FROM ODYSSEY ENVIRONMENTAL SERVICES, INC.

Adopt a Resolution Accepting Improvements from Odyssey Environmental Services, Inc. for the CIP GG 10-17 Retaining Wall and Landscaping at Towne Centre Drive and Village Avenue and Authorize the Filing of a Notice of Completion and Release of Contract Retention

- 4.20 ACCEPT IMPROVEMENTS FOR THE MOSSDALE SOUTH NEIGHBORHOOD PARK CIP PK 19-03 FROM WABO LANDSCAPE & CONSTRUCTION, INC.

Adopt Resolution Accepting Improvements from WABO Landscape & Construction, Inc., for the Mossdale South Neighborhood Park, CIP PK 19-03 and Filing of a Notice of Completion and Release of Contract Retention

- 4.21 ACCEPT IMPROVEMENTS FOR THE GENERATIONS CENTER PARKING LOT PROJECT CIP PK 20-01 FROM MCFADDEN CONSTRUCTION, INC.

Adopt a Resolution Accepting Improvements from McFadden Construction, Inc. for the Generations Center Parking Lot CIP PK 20-01 and Authorize the Filing of a Notice of Completion and Release of Contract Retention

RIVER ISLANDS CONSENT ITEM(S)

- 4.22 APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 42 LOTS IN TRACT 4000 VILLAGE "BB" WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS

Adopt Resolution Approving Final Map for Tract 4000 Village "BB" within the Lakeside East District, Totaling 42 Single Family Lots and a Subdivision Improvement Agreement with River Islands Stage 2A, LLC

- 4.23 APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 25 LOTS IN TRACT 4002 VILLAGE "AA" WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS

Adopt Resolution Approving Final Map for Tract 4002 Village "AA" within the Lakeside East District, Totaling 25 Single Family Lots and a Subdivision Improvement Agreement with River Islands Stage 2A, LLC

- 4.24 APPROVAL OF FINAL MAP, COMMON USE AGREEMENT AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 62 LOTS IN TRACT 4016 VILLAGE "W" WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS

Adopt Resolution Approving Final Map for Tract 4016 Village "W" within the Lakeside East District, Totaling 62 Single Family Lots, a Common Use Agreement and a Subdivision Improvement Agreement with River Islands Stage 2A, LLC

4.25 APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 57 LOTS IN TRACT 4020 VILLAGE "X" WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS

Adopt Resolution Approving Final Map for Tract 4020 Village "X" within the Lakeside East District, Totaling 57 Single Family Lots, City of Lathrop CFD Annexation No. 14, and a Subdivision Improvement Agreement with River Islands Stage 2A, LLC

4.26 APPROVAL OF FINAL MAP, CFD ANNEXATION, IRREVOCABLE OFFER OF DEDICATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 33 LOTS IN TRACT 4050 VILLAGE "Z" WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS

Adopt Resolution Approving Final Map for Tract 4050 Village "Z" within the Lakeside East District, Totaling 33 Single Family Lots, City of Lathrop CFD 2013-1 Annexation No. 13, Irrevocable Offer of Dedication, and a Subdivision Improvement Agreement with River Islands Stage 2A

5. SCHEDULED ITEMS - None

6. COUNCIL COMMUNICATIONS

6.1 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S)

- *Central Valley Executive Committee/LOCC (Akinjo/Salcedo)*
- *Council of Governments (Dhaliwal/Lazard)*
- *Integrated Waste Management Solid Waste Division (Akinjo/Torres-O'Callaghan)*
- *Reclamation District 17 Joint Powers Authority (Salvatore)*
- *San Joaquin Partnership Board of Directors (Salvatore)*
- *San Joaquin County Commission on Aging (Zavala)*
- *San Joaquin Valley Air Pollution Control District (Akinjo/Dhaliwal)*
- *Water Advisory Board (Torres-O'Callaghan/Lazard)*
- *Tri Valley-San Joaquin Valley Regional Rail Authority (Akinjo)*
- *San Joaquin Area Flood Control Agency (Akinjo & Lazard)*

6.2 MAYOR & COUNCILMEMBER COMMENT(S)

7. ADJOURNMENT

/Teresa Vargas/

Teresa Vargas, CMC,
City Clerk

**CITY OF LATHROP
CITY COUNCIL REGULAR MEETING
MONDAY, AUGUST 10, 2020
7:00 P.M.
COUNCIL CHAMBER, CITY HALL
390 Towne Centre Drive
Lathrop, CA 95330**

MINUTES

Pursuant to the Governor's Executive Order N-25-20

On March 12, 2020, Governor Newsom issued Executive Order N-25-20, which allowed the option to attend public meetings telephonically/teleconference during the COVID-19 pandemic. In accordance with the Executive Order N-25-20, guidance from the California Department of Public Health on gatherings, and to protect our employees and the public, remote public participation was allowed, but not mandatory. The meeting was available by Cisco Webex teleconference to the public, as well as reduced capacity in-person participation in accordance with social distancing guidelines.

PLEASE NOTE: There was a Closed Session, which commenced at 6:03 p.m. The Regular Meeting reconvened at 7:06 p.m.

1. PRELIMINARY

1.1 CALL TO ORDER – Mayor Dhaliwal called the meeting to order at 6:03 p.m.

1.2 CLOSED SESSION

- 1.2.1 CONFERENCE WITH LEGAL COUNSEL: Anticipated Litigation - Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(b)
- 2 Potential Case(s)

RECONVENE – Mayor Dhaliwal reconvened the meeting at 7:06 p.m.

1.2.2 REPORT FROM CLOSED SESSION

City Attorney Salvador Navarrete reported that direction was provided in regards to Item 1.2; no other reportable action was taken.

1.3 ROLL CALL Present: Mayor Dhaliwal; Vice Mayor Salcedo;
Councilmembers: Akinjo, Lazard and Torres-O'Callaghan.

Absent: None.

1.4 INVOCATION – Mayor Dhaliwal led a moment of silence honoring the lives lost during the COVID-19 pandemic.

1.5 PLEDGE OF ALLEGIANCE – Vice Mayor Salcedo led the pledge of allegiance.

1.6 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER

City Manager Stephen Salvatore announced that staff would be pulling Item 5.1 off the agenda, and the item would be considered at a future meeting.

At which time, this item would be re-noticed accordingly as a public hearing.

1.7 INFORMATIONAL ITEM(S) – None

1.8 DECLARATION OF CONFLICT(S) OF INTEREST

Councilmember Lazard declared conflict of interest with Items 4.9 and 4.10, due to her employment with Dell’Osso Farms.

2. PRESENTATIONS

2.1 NEW EMPLOYEE INTRODUCTION

- Clarisa Basa, Administrative Assistant II
- Saira Tristan, Administrative Assistant II
- Grace Manganaan, Administrative Assistant II
- Trent DaDalt, Assistant Planner
- Alex Gonzales, Utility Operator I

City Clerk Teresa Vargas introduced Clarisa Basa, Administrative Assistant II, in the City Clerk’s Office. Public Works Director Michael King introduced Saira Tristan, Administrative Assistant II; Grace Manganaan, Administrative Assistant II; and Alex Gonzales, Utility Operator I in the Public Works Department. Community Development Director Mark Meissner introduced Trent DaDalt, Assistant Planner in the Community Development Department.

3. CITIZEN’S FORUM

City Clerk Teresa Vargas announced public comment email/letter received August 10, 2020, submitted by Christine Mendes regarding various concerns affecting her property on McKinley Avenue. The letter/email was distributed to the City Council (via their tablets; same process as the agenda) and copies were made available to the public.

4. CONSENT CALENDAR

On a motion by Councilmember Torres-O'Callaghan, seconded by Vice Mayor Salcedo, the City Council approved the Consent Calendar, except Items 4.9 and 4.10, by the following roll call vote, unless otherwise indicated:

Ayes: Akinjo, Lazard, Salcedo, Torres-O'Callaghan, and Dhaliwal
Noes: None
Absent: None
Abstain: None

**City Clerk Teresa Vargas announced public comment letter, dated August 10, 2020, addressing Consent Item 4.7, submitted by Martin Harris with Terra Land Group, LLC.*

4.1 WAIVING OF READING OF ORDINANCES AND RESOLUTIONS

Waived the reading in full of ordinances and resolutions on agenda and adopt by reading of title only, unless otherwise requested by the Mayor or a Councilmember.

4.2 UNCOLLECTIBLE UTILITY AND MISCELLANEOUS CUSTOMER ACCOUNTS

Approved write-off of uncollectible utility and miscellaneous accounts for Fiscal Year (FY) 2019-20.

4.3 LATHROP TO OPT OUT OF STATE MANDATED CONGESTION MANAGEMENT PROGRAM

Pulled by Councilmember Akinjo. A question and answer period ensued. Public Works Director Michael King provided additional information.

Adopted **Resolution 20-4764** exempting the City of Lathrop from State-Mandated Congestion Management Program in conjunction with San Joaquin Council of Government effort to achieve countywide exemption.

4.4 PROPOSED ANNEXATION OF TERRITORY INTO IMPROVEMENT AREA NO. 5 OF COMMUNITY FACILITIES DISTRICT 2018-1 (CENTRAL LATHROP SPECIFIC PLAN FACILITIES) AND COMMUNITY FACILITIES DISTRICT NO. 2019-2 (CENTRAL LATHROP CITY SERVICES)

Pulled by Councilmember Akinjo. A question and answer period ensued. Finance Director Cari James provided additional information.

1. Adopted **Resolution 20-4765** of intention to annex territory to Improvement Area 5 of Community Facilities District No. 2018-1 (Central Lathrop Specific Plan Facilities) and to authorize the levy of special taxes therein; and

2. Adopted **Resolution 20-4766** of intention to annex territory to Community Facilities District No. 2019-2 (Central Lathrop City Services) and to authorize the levy of special taxes therein.

- 4.5 APPROVE TASK ORDER NO. 7 FOR DE NOVO PLANNING GROUP TO PREPARE AN ENVIRONMENTAL IMPACT REPORT FOR THE SINGH PETROLEUM INVESTMENT PROJECT

Adopted **Resolution 20-4767** approving Task Order No. 7 for De Novo Planning Group to prepare an Environmental Impact Report for the Singh Petroleum Investment Project.

- 4.6 APPROVE PROFESSIONAL TECHNICAL SERVICES AND SUPPORT AGREEMENT WITH MCC CONTROLS LLC DBA PRIMEX FOR SCADA SYSTEM

Adopted **Resolution 20-4768** approving a Professional Technical Services and Support Agreement with MCC Controls LLC DBA PRIMEX for the City of Lathrop's Supervisory Control and Data Acquisition (SCADA) System.

- 4.7 *SSJID WATER SUPPLY DEVELOPMENT AND OPERATING AGREEMENT

Pulled by Councilmember Akinjo. A question and answer period ensued. Public Works Director Michael King provided additional information.

City Clerk Teresa Vargas announced public comment letter for Item 4.7 submitted by Terra Land Group

Adopted **Resolution 20-4769** approving a Water Supply Development and Operating Agreement with the South San Joaquin Irrigation District.

- 4.8 APPROVE CONSTRUCTION CONTRACT FOR LOUISE AVENUE PAVEMENT REHABILITATION CIP PS 18-01

Adopted **Resolution 20-4770** approving a Construction Contract with DSS Company dba Knife River Construction for the Construction of Louise Avenue pavement rehabilitation CIP PS 18-01, and related budget amendment.

RIVER ISLANDS CONSENT ITEM(S)

Councilmember Lazard recused herself, following the vote of the consent calendar (Items 4.1 to 4.8), and left the chamber at 7:27 p.m., prior to the vote of Items 4.9 and 4.10, due to declared conflict of interest as noted in Item 1.8.

On a motion by Vice Mayor Salcedo, seconded by Councilmember Torres-O'Callaghan, the City Council approved Items 4.9 and 4.10, by the following roll call vote, unless otherwise indicated:

Ayes: Akinjo, Salcedo, Torres-O'Callaghan, and Dhaliwal
Noes: None
Absent: None
Abstain: Lazard

4.9 APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT (SIA) FOR 33 LOTS IN TRACT 3998 VILLAGE "Y" WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS

City Clerk Teresa Vargas announced clerical correction on page 2 of the proposed Resolution for Item 4.9, clarifying that the final map is to be recorded with the San Joaquin County Clerk/Recorder's Office and not the Lathrop City Clerk.

Adopted **Resolution 20-4771** approving Final Map for Tract 3998 Village "Y" within the Lakeside East District, totaling 33 single family lots and a Subdivision Improvement Agreement with River Islands Stage 2A, LLC.

4.10 RATIFY REVISIONS TO FINAL MAP TRACTS 4021 VILLAGE S AND 4022 VILLAGE CC AND ASSOCIATED DOCUMENTS

Adopted **Resolution 20-4772** ratifying revisions to Final Map Tracts 4021 Village S and 4022 Village CC, and approved associated documents to recognize River Islands Stage 2A, LLC as the property owner.

5. SCHEDULED ITEMS

As announced under Item 1.6 - City Manager Stephen Salvatore announced that staff would be pulling Item 5.1 off the agenda, and the item would be considered at a future meeting.

At which time, this item would be re-noticed accordingly as a public hearing. No further action taken on Item 5.1.

5.1 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER MUNICIPAL CODE AMENDMENT TO UPDATE VARIOUS SECTIONS OF THE LMC TO STREAMLINE PROCEDURES, MINOR CLARIFICATIONS, AND INCORPORATE UPDATED POLICIES TEXT AMENDMENT NO. TA-20-71

Council to Consider the Following:

1. Hold a Public Hearing; and
2. First Reading and Introduce an Ordinance Adopting Various Amendments to the Lathrop Municipal Code (LMC) to Modernize, Simplify, and Streamline Sections of Title 17, Zoning Code, Title 8, Health and Safety, Title 10, Vehicles and Traffic, and Title 12, Streets, Sidewalks and Public Places. The amendments to the Municipal Code included the following:
 - Chapter 8.27 (Vending from Pushcarts, Wagons and Motorized Food Wagons)
 - New Chapter 8.26 (Sidewalk Vendors)

- Chapter 10.25 (Vehicle Parking in Yards of Residential Areas)
- Chapter 17.32 (R One-Family Residential District)
- Chapter 17.36 (RM Multifamily Residential District)
- Chapter 17.92 (Landscaping and Screening Standards)
- Chapter 17.104 (Architectural Design Review)
- Chapter 17.62 (CO-CL: Commercial Office Zoning District)
- Chapter 17.16 (General Requirements and Exceptions)
- Chapter 17.84 (Signs)
- Chapter 8.20 (Noise)
- Chapter 17.44 (C Commercial District)
- Chapter 12.12 (Improvements and Dedications)

6. COUNCIL COMMUNICATIONS

Councilmember Lazard returned to the chamber/dais after the vote of Items 4.9 and 4.10, at 7:30 p.m. for the remainder of the meeting.

6.1 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S)

Councilmember Akinjo reported progress on the future Tri Valley-San Joaquin Valley Regional Rail Authority project to be located at the River Islands Development.

6.2 MAYOR & COUNCILMEMBER COMMENT(S)

Councilmember Akinjo thanked the public for compliance on social distancing guidelines and use of facial masks during the pandemic. Councilmember Lazard commented on the recent drowning near the Dos Reis boat park, requested staff to contact RD 17 and local governing authorities to increase cautionary signage for no swimming areas. Councilmember Torres-O'Callaghan wished students and teachers a successful return to school and virtual learning. Vice Mayor Salcedo encouraged the public with continued compliance of CDC social distancing guidelines and use of facial masks. Mayor Dhaliwal echoed similar sentiments, and expressed condolences to the family of the drowning victim.

7. **ADJOURNMENT** – there being no further business, Mayor Dhaliwal adjourned the meeting at 7:35 p.m.


 Teresa Vargas, CMC,
 City Clerk

**CITY OF LATHROP
CITY COUNCIL REGULAR MEETING
MONDAY, SEPTEMBER 14, 2020
7:00 P.M.
COUNCIL CHAMBER, CITY HALL
390 Towne Centre Drive
Lathrop, CA 95330**

MINUTES

Pursuant to the Governor's Executive Order N-25-20

On March 12, 2020, Governor Newsom issued Executive Order N-25-20, which allowed the option to attend public meetings telephonically/teleconference during the COVID-19 pandemic. In accordance with the Executive Order N-25-20, guidance from the California Department of Public Health on gatherings, and to protect our employees and the public, remote public participation was allowed, but not mandatory. The meeting was available by Cisco Webex teleconference to the public, as well as reduced capacity in-person participation in accordance with social distancing guidelines.

PLEASE NOTE: There was no Closed Session. The Regular Meeting commenced at 7:02 p.m.

1. PRELIMINARY

- 1.1 CALL TO ORDER – Vice Mayor Salcedo called the meeting to order at 7:02 p.m.
- 1.2 ROLL CALL Present: Vice Mayor Salcedo; Councilmembers: Akinjo, Lazard and Torres-O’Callaghan

Absent: Mayor Dhaliwal
- 1.3 INVOCATION – Senior Pastor Donald R. Britton, Grace Community Church, provided the invocation.
- 1.4 PLEDGE OF ALLEGIANCE – Vice Mayor Salcedo let the pledge of allegiance.
- 1.5 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER – None
- 1.6 INFORMATIONAL ITEM(S) – None
- 1.7 DECLARATION OF CONFLICT(S) OF INTEREST – None

2. PRESENTATIONS

- 2.1 NEW EMPLOYEE INTRODUCTION
 - Angel Abarca, Assistant Engineer

- Bellal Nabizadah, Junior Engineer

Public Works Director Michael King introduced Assistant Engineer Angel Abarca and Junior Engineer Bellal Nabizadah.

2.2 MAYOR’S COMMITTEE REPORT(S)

Parks and Recreation Director Zach Jones reported the following past and upcoming events and programs:

- *Virtual Classes*

Announced virtual leisure classes offered to the public, such as: karate, code ninjas, paint night, playwell lego, skyhawks, chess & play, and kidz love soccer.

- *Virtual Recreation Programs*

Announced virtual recreation leisure programs offered to the public, such as: virtual walking challenge, half dome from your home challenge, brown bag commodities program, “Live with Regina and Todd” live virtual broadcast, kid’s club for essential workers, and other youth development programs at the Lathrop Generations Center.

- *Virtual Special Events*

Reported on various virtual events, such as: National Night Out, “United we Draw” and the Backyard Campout events.

- *Upcoming Virtual Events*

Announced future virtual events: Veterans Day, BBQ Cook-off Challenge, and Family Game Nights.

3. CITIZEN’S FORUM

City Clerk Teresa Vargas announced that a public comment letter was received, dated September 9, 2020, submitted by Martin Harris with Terra Land Group, LLC, related to various area flood concerns.

4. CONSENT CALENDAR

On a motion by Councilmember Torres-O’Callaghan, seconded by Councilmember Lazard, the City Council approved the Consent Calendar, by the following roll call vote, unless otherwise indicated:

Ayes:	Akinjo, Lazard, Torres-O’Callaghan, and Salcedo
Noes:	None
Absent:	Dhaliwal
Abstain:	None

4.1 WAIVING OF READING OF ORDINANCES AND RESOLUTIONS

Waived the reading in full of ordinances and resolutions on agenda and adopt by reading of title only, unless otherwise requested by the Mayor or a Councilmember.

4.2 APPROVAL OF MINUTES

Approved Minutes for the Regular Council Meetings of June 8, 2020.

4.3 2020 CONFLICT OF INTEREST CODE BIENNIAL AMENDMENT

Adopted **Resolution 20-4773** adopting an Amended Conflict of Interest Code.

4.4 TREASURER'S REPORT FOR JUNE 2020

Approved Quarterly Treasurer's Report for June 2020.

4.5 APPROVE CONSTRUCTION CONTRACT FOR RIVER ISLANDS PARKWAY WIDENING, CIP PS 06-06

Adopted **Resolution 20-4774** approving a Construction Contract with McGuire and Hester for the construction of River Islands Parkway widening, CIP PS 06-06, and related budget amendment.

4.6 APPROVE CONSTRUCTION CONTRACT FOR CITY HALL PARKING LOT IMPROVEMENTS CIP GG 20-22

Adopted **Resolution 20-4775** approving a Construction Contract with McFadden Construction Inc. for the construction of the City Hall parking lot improvements CIP GG 20-22.

4.7 TASK ORDER NO. 4 WITH WOODARD & CURRAN COMPANY FOR CIP RW 19-16 RECYCLED WATER PROGRAM EXPANSION AND ASSOCIATED BUDGET AMENDMENT

Adopted **Resolution 20-4776** approving Task Order No. 4 to the Master Agreement with Woodard & Curran Company for CIP RW 19-16 to provide recycled water expansion permitting support and associated budget amendment.

4.8 APPROVE REIMBURSEMENT TO SAYBROOK CLSP, LLC FOR IMPROVEMENTS CONSTRUCTED IN CENTRAL LATHROP PHASE 1B

City Clerk Teresa Vargas noted clerical error to the agenda title for Item 4.8, correcting the title to read "Phase 1A" not "Phase 1B".

Adopted **Resolution 20-4777** approving reimbursement to Saybrook CLSP, LLC for improvements constructed in Central Lathrop Phase 1A and associated budget amendment.

- 4.9 APPROVE RESERVE WASTEWATER TREATMENT CAPACITY TRANSFER FROM SOUTH LATHROP LAND, LLC TO LATHROP LAND ACQUISITION, LLC THROUGH THE CITY

City Clerk Teresa Vargas noted clerical error to the agenda title for Item 4.9, correcting the title to read "Saybrook CLSP, LLC" not "Lathrop Land Acquisition, LLC".

Adopted **Resolution 20-4778** approving the transfer of reserve wastewater treatment capacity in the consolidated treatment facility from South Lathrop Land, LLC to ~~Lathrop Land Acquisition, LLC~~, Saybrook CLSP, LLC, through the City and an associated transfer agreement.

- 4.10 APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM

Adopted **Resolution 20-4779** approving an application to the Statewide Park Development and Community Revitalization Program for Sangalang Park revitalization improvements.

5. SCHEDULED ITEMS

- 5.1 PUBLIC HEARING (PUBLISHED NOTICE) TO ANNEX TERRITORY TO THE EXISTING IMPROVEMENT AREA NO. 5 OF COMMUNITY SERVICES DISTRICT NO 2018-1 (CENTRAL LATHROP SPECIFIC PLAN FACILITIES) ("CFD"), UNDER THE MELLO ROOS COMMUNITY FACILITIES ACT OF 1982, SECTIONS 53311 ET SEQ., CALIFORNIA GOVERNMENT CODE (THE "ACT").

Finance Director Cari James provided the presentation. A question and answer period ensued throughout the presentation. City Manager Stephen Salvatore provided additional information.

Vice Mayor Salcedo opened the public hearing. There were no speakers. Vice Mayor Salcedo closed the public hearing. The question and answer period continued. City Manager Stephen Salvatore and Finance Director Cari James responded to questions of the City Council.

On a motion by Councilmember Lazard, seconded by Councilmember Torres-O'Callaghan, the City Council:

1. Held a Public Hearing; and
2. Adopt **Resolution 20-4780** of authorizing Annexation of Territory, authorizing the Levy of a Special Tax Therein and submitting Levy of Tax to Qualified Electors; Improvement Area No. 5 of Community Facilities District No. 2018-1 (Central Lathrop Specific Plan Facilities) as provided in the Act and described in the Resolution of Intention adopted August 10, 2020.

Ayes: Akinjo, Lazard, Torres-O'Callaghan, and Salcedo
Noes: None
Absent: Dhaliwal
Abstain: None

City Clerk Teresa Vargas opened the ballot(s) and announced the results of the election:

For CFD 2018-1 (Central Lathrop Specific Plan Facilities) Improvement Area 5: 100% of the votes were "yes" which included one (1) vote, from Evergreen-Golden Valley & River Islands, LLC/Evergreen Development Company-2020, LLC).

On a motion by Councilmember Lazard, seconded by Councilmember Torres-O'Callaghan, the City Council:

3. Adopt **Resolution 20-4781** declaring results of Special Annexation Election, determining validity of prior proceedings and directing recording of Amended Notice of Special Tax Lien: Improvement Area No. 5 of Community Facilities District No. 2018-1 (Central Lathrop Specific Plan Facilities).

Ayes: Akinjo, Lazard, Torres-O'Callaghan, and Salcedo
Noes: None
Absent: Dhaliwal
Abstain: None

- 5.2 PUBLIC HEARING (PUBLISHED NOTICE) TO ANNEX TERRITORY TO THE EXISTING COMMUNITY SERVICES DISTRICT NO 2019-2 (CENTRAL LATHROP CITY SERVICES) ("CFD"), UNDER THE MELLO ROOS COMMUNITY FACILITIES ACT OF 1982, SECTIONS 53311 ET SEQ., CALIFORNIA GOVERNMENT CODE (THE "ACT")

Finance Director Cari James provided a brief overview. A question and answer period ensued. City Manager Stephen Salvatore provided additional information regarding the difference CFD 2019-2 (district used to support services in CLSP) and 2018-1 (district used to support capital infrastructure; facilities in CLSP).

Vice Mayor Salcedo opened the public hearing. There were no speakers. Vice Mayor Salcedo closed the public hearing.
Public hearing / no speakers

On a motion by Councilmember Lazard, seconded by Councilmember Torres-O'Callaghan, the City Council:

1. Held a Public Hearing; and
2. Adopted **Resolution 20-4782** authorizing Annexation of Territory, authorizing the Levy of a Special Tax Therein and submitting Levy of

Tax to Qualified Electors; Community Facilities District No. 2019-2 (Central Lathrop City Services), as provided in the Act and described in the Resolution of Intention adopted August 10, 2020.

Ayes: Akinjo, Lazard, Torres-O'Callaghan, and Salcedo
Noes: None
Absent: Dhaliwal
Abstain: None

City Clerk Teresa Vargas opened the ballot(s) and announced the results of the election:

For CFD 2019-2 (Central Lathrop City Services): 100% of the votes were "yes" which included one (1) vote, from Evergreen-Golden Valley & River Islands, LLC/Evergreen Development Company-2020, LLC).

A question and answer period ensued. City Clerk Teresa Vargas responded to the questions.

On a motion by Councilmember Lazard, seconded by Councilmember Torres-O'Callaghan, the City Council:

3. Adopt **Resolution 20-4783** Declaring Results of Special Annexation Election, Determining Validity of Prior Proceedings and Directing Recording of Amended Notice of Special Tax Lien; Community Facilities District No. 2019-2 (Central Lathrop City Services).

Ayes: Akinjo, Lazard, Torres-O'Callaghan, and Salcedo
Noes: None
Absent: Dhaliwal
Abstain: None

5.3 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AN ORDINANCE ADDING SECTION 13.26.170 DENTAL AMALGAM-MERCURY SOURCE CONTROL PROGRAM TO CHAPTER 13.26 SEWER USE AND INDUSTRIAL WASTEWATER REGULATIONS OF THE LATHROP MUNICIPAL CODE

Public Works Director Michael King provided the presentation. A question and answer period followed. City Manager Stephen Salvatore provided additional information.

Vice Mayor Salcedo opened the public hearing. There were no speakers. Vice Mayor Salcedo closed the public hearing.

On a motion by Councilmember Torres-O'Callaghan, seconded by Councilmember Lazard, the City Council:

1. Held a Public Hearing; and

2. Introduced and held first reading of an ordinance adding Section 13.26.170 Dental Amalgam-Mercury Source Control Program to Chapter 13.26 Sewer Use and Industrial Wastewater Regulations.

Ayes: Akinjo, Lazard, Torres-O'Callaghan, and Salcedo
Noes: None
Absent: Dhaliwal
Abstain: None

5.4 ADOPTION OF THRESHOLDS OF SIGNIFICANCE AND SCREENING CRITERIA FOR THE PURPOSE OF ANALYZING TRANSPORTATION IMPACTS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) RELATED TO VEHICLE MILES TRAVELED (VMT)

Community Development Director Mark Meissner introduced City Planning Consultant David Niskanen (JB Anderson Planning). Mr. Niskanen provided the presentation. A question and answer period followed.

On a motion by Councilmember Akinjo, seconded by Councilmember Torres-O'Callaghan, the City Council adopted **Resolution 20-4784**:

- 1) Finding the action exempt from the California Environmental Quality Act;
- 2) Adopting the proposed thresholds of significance and screening criteria for the purpose of analyzing transportation impacts under CEQA related to vehicle miles traveled, and
- 3) Finding that the previous thresholds of significance regarding level of service shall continue for the purpose of reviewing non-CEQA related impacts for discretionary planning approvals in accordance with the General Plan.

Ayes: Akinjo, Lazard, Torres-O'Callaghan, and Salcedo
Noes: None
Absent: Dhaliwal
Abstain: None

5.5 CROSSROADS SEWER RATES

Finance Director Cari James provided the presentation. A question and answer period followed the presentation. City Manager Stephen Salvatore provided additional information regarding the history of the consolidated treatment facility. Councilmembers commented on the matter.

On a motion by Councilmember Torres-O'Callaghan, seconded by Councilmember Lazard, the City Council adopted **Resolution 20-4785** approving the decrease of the Crossroads area sewer rates.

Ayes: Akinjo, Lazard, Torres-O'Callaghan, and Salcedo
Noes: None
Absent: Dhaliwal
Abstain: None

5.6 FISCAL YEAR (FY) 2019/20 YEAR-END BUDGET REPORT AND RELATED AMENDMENTS AND AMENDMENTS TO THE FISCAL YEAR 2020/21 BUDGET

Accounting Manager Thomas Hedegard provided the presentation. A question and answer period ensued throughout the presentation. City Manager Stephen Salvatore provided additional information regarding the various cost saving and productivity measures implemented throughout the years. Councilmembers commented on the matter.

On a motion by Councilmember Lazard, seconded by Councilmember Torres-O'Callaghan, the City Council adopted **Resolution 20-4786** approving the FY 2019/20 Year-End Report and related budget amendments and amending the FY 2020/21 Budget.

Ayes: Akinjo, Lazard, Torres-O'Callaghan, and Salcedo
Noes: None
Absent: Dhaliwal
Abstain: None

6. COUNCIL COMMUNICATIONS

6.1 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S)

Councilmember Akinjo gave an updated on recent developments related to the Tri Valley-San Joaquin Valley Regional Rail Authority.

6.2 MAYOR & COUNCILMEMBER COMMENT(S)

Councilmember Akinjo expressed his best wishes for peace and unity amongst the various communities experiencing civil unrest and indifference with their local law enforcement agencies. Councilmember Lazard expressed appreciation to staff. Councilmember Torres-O'Callaghan urged the community to remain vigilant of COVID-19 and continue practicing recommended guidelines. Vice Mayor Salcedo echoed similar sentiments and thanked those in attendance.

7. ADJOURNMENT – There being no further business, Vice Mayor Salcedo adjourned the meeting at 8:48 p.m.


Teresa Vargas, CMC,
City Clerk

**CITY OF LATHROP
CITY COUNCIL REGULAR MEETING
MONDAY, OCTOBER 12, 2020
7:00 P.M.
COUNCIL CHAMBER, CITY HALL
390 Towne Centre Drive
Lathrop, CA 95330**

MINUTES

Pursuant to the Governor's Executive Order N-25-20

On March 12, 2020, Governor Newsom issued Executive Order N-25-20, which allowed the option to attend public meetings telephonically/teleconference during the COVID-19 pandemic. In accordance with the Executive Order N-25-20, guidance from the California Department of Public Health on gatherings, and to protect our employees and the public, remote public participation was allowed, but not mandatory. The meeting was available by Cisco Webex teleconference to the public, as well as reduced capacity in-person participation in accordance with social distancing guidelines.

PLEASE NOTE: There was a Closed Session, which commenced at 6:04 p.m. The Regular Meeting reconvened at 7:10 p.m.

1. PRELIMINARY

1.1 CALL TO ORDER – Mayor Dhaliwal called the meeting to order at 6:04 p.m.

1.2 CLOSED SESSION

1.2.1 CONFERENCE WITH LEGAL COUNSEL: Anticipated Litigation - Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(b)
• 4 Potential Case(s)

1.2.2 CONFERENCE WITH REAL PROPERTY NEGOTIATORS: Pursuant to Government Code Section 54956.8
Property: APN 192-04-57 (Address Not Available)
Agency Negotiator: Stephen J. Salvatore, City Manager
Negotiating Parties: Muhammad Bilal & Aasim Ashraf Ali
Under Negotiation: Price and Terms of Negotiations

RECONVENE – Mayor Dhaliwal reconvened the meeting at 7:10 p.m.

1.2.3 REPORT FROM CLOSED SESSION

City Attorney Salvador Navarrete reported that direction was received in regards to Item 1.2.1; in regards to Item 1.2.2, the City Council

authorized the purchase of approximately .72 acres from APN 192-04-57, at a price of \$23/sf based on a May 2020 appraisal of \$22.10/sf, and recent sales of adjacent property at prices of \$36.57/sf and \$33.33/sf. Furthermore, with the approval related to Item 1.2.2, the City Council authorized the City Attorney to draft the appropriate documents to complete the purchase, authorized the City Manager to execute all necessary documents to complete the purchase, and authorized the City Clerk to execute a Certificate of Acceptance for the property upon acquisition.

1.3 ROLL CALL Present: Mayor Dhaliwal; Vice Mayor Salcedo;
Councilmembers: Akinjo, Lazard and
Torres-O’Callaghan

Absent: None

1.4 INVOCATION – Mayor Dhaliwal led a moment of silence in honor of public safety officers.

1.5 PLEDGE OF ALLEGIANCE – Councilmember Lazard led the pledge of allegiance.

1.6 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER

City Manager Stephen Salvatore announced construction activity and road detours related to the widening and reconstruction of Louise Avenue, from New Harlan Road to 5th Street, and Louise Avenue, west of I-5.

1.7 INFORMATIONAL ITEM(S) – None

1.8 DECLARATION OF CONFLICT(S) OF INTEREST

Councilmember Lazard declared conflict of interest with Items 4.7 and 4.8, due to her employment with Dell’Osso Farms.

2. PRESENTATIONS

2.1 ECONOMIC DEVELOPMENT UPDATE

Economic Development Administrator Shelley Burcham provided a presentation related to the economic development activity for the period of July 1, 2020 to September 30, 2020.

2.2 MAYOR’S COMMITTEE REPORT(S)

Parks and Recreation Director Zach Jones reported the following past and upcoming events and programs:

- *Virtual Recreation Classes*

Announced virtual leisure classes offered to the public, such as: Adult & Family Paint Nights, Skyhawks PhysEd Fun, Kidz Love Soccer, Code Ninjas and Karate.

- *Youth Development Programs*

Announced virtual youth development programs offered to the public, such as: Monthly Craft Kits delivered to Lathrop residents (must register to participate) and S.T.E.A.M Grab Bags for Fall Break.

- *Virtual Sports*

Reported on the "Half Dome from your Home" event, a virtual bike challenge with parks staff to Yosemite; over 35 registered participants!

- *Past Special Events*

Reported on the "Teen Movie Night @ the GRIND" event, held September 25th, participants received a pre-packed snack and trivia game; and the "@ Home BBQ Cook-off" virtual event held October 3rd, 27 registered residents; each received a free BBQ kit for participating.

- *Upcoming Virtual Events*

Announced future events: Howl-O-Ween Pet Photo Contest; Veterans Day - Drive-In Event; Virtual Family Game Nights; and Christmas Shoebox Parade- Home for the Holidays.

3. CITIZEN'S FORUM

City Clerk Teresa Vargas announced the following:

Public comment letter provided by Nellie Zavala (San Joaquin Commission on Aging) reporting her attendance to the San Joaquin Commission on Aging teleconference meeting held October 5, 2020.

Public comment email/letter received October 12, 2020, submitted by Christine Mendes regarding various concerns affecting her property on McKinley Avenue.

Public comment letter, dated October 7, 2020, addressing general comments regarding flood control and water infrastructure projects; and public comment letter, dated October 12, 2020, addressing Items 4.5, 4.7, and 5.1, submitted by Martin Harris with Terra Land Group, LLC.

All letters/emails were distributed to the City Council (via their tablets; same process as the agenda) and copies were made available to the public.

4. CONSENT CALENDAR

On a motion by Councilmember Torres-O'Callaghan, seconded by Vice Mayor Salcedo, the City Council approved the Consent Calendar, except Items 4.7 and 4.8, by the following roll call vote, unless otherwise indicated:

Ayes: Akinjo, Lazard, Salcedo, Torres-O'Callaghan, and Dhaliwal
Noes: None
Absent: None
Abstain: **Dhaliwal (Item 4.2 only)

**City Clerk Teresa Vargas announced (under Item 3) public comment letter, dated October 12, 2020, 2020, addressing Consent Items 4.5 and 4.7, and Scheduled Item 5.1, submitted by Martin Harris with Terra Land Group, LLC.*

4.1 WAIVING OF READING OF ORDINANCES AND RESOLUTIONS

Waived the reading in full of ordinances and resolutions on agenda and adopt by reading of title only, unless otherwise requested by the Mayor or a Councilmember.

4.2 APPROVAL OF MINUTES

**Mayor Dhaliwal abstained, stated absence to prior meeting.

Approved Minutes for the Regular Council Meeting of July 13, 2020.

4.3 SECOND READING AND ADOPTION OF ORDINANCE 20-415 BY TITLE ONLY ADDING SECTION 13.26.170 DENTAL AMALGAM-MERCURY SOURCE CONTROL PROGRAM TO CHAPTER 13.26 SEWER USE AND INDUSTRIAL WASTEWATER REGULATIONS OF THE CITY OF LATHROP MUNICIPAL CODE

Waived full reading and adopted **Ordinance 20-415** by title only adding Section 13.26.170 Dental Amalgam-Mercury Source Control Program to Chapter 13.26 Sewer Use and Industrial Wastewater Regulations of the City of Lathrop Municipal Code.

4.4 RATIFY CONTRACT AMENDMENT NO. 3, APPROVE CONTRACT AMENDMENT NO. 4 WITH FRUIT GROWERS LABORATORY, INC., (FGL) FOR GROUNDWATER TREATMENT IMPROVEMENTS CIP PW 20-16, AND APPROVE ASSOCIATED BUDGET AMENDMENT

Adopted **Resolution 20-4787** ratifying Contract Amendment No. 3 and approving Contract Amendment No. 4 with Fruit Growers Laboratory, Inc., (FGL) for groundwater treatment improvements CIP PW 20-16, and associated budget amendment.

4.5 *APPROVE CONSTRUCTION CONTRACT FOR GENERATIONS CENTER LANDSCAPE CIP PK 20-23

Adopted **Resolution 20-4788** approving a Construction Contract with Taylor Backhoe Service dba TBS Contractors for the construction of the Generations Center landscape CIP PK 20-23, and related budget amendment.

4.6 APPROVE TASK ORDER NO. 17 WITH 4LEAF, INC., FOR INTERIM CHIEF BUILDING OFFICIAL PROFESSIONAL CONSULTING SERVICES

Adopted **Resolution 20-4789** approving Task Order No. 17 Pursuant to Master Professional Services Consulting Agreement dated September 21, 2015, with 4Leaf, Inc., to provide Interim Chief Building Official Professional Consulting Services.

RIVER ISLANDS CONSENT ITEM(S)

Councilmember Lazard recused herself, following the vote of the consent calendar (Items 4.1 to 4.6), and left the chamber at 7:36 p.m., prior to the vote of Items 4.7 and 4.8, due to declared conflict of interest as noted in Item 1.8.

On a motion by Vice Mayor Salcedo, seconded simultaneously by Councilmembers Akinjo and Torres-O'Callaghan, the City Council approved Items 4.7 and 4.8, by the following roll call vote, unless otherwise indicated:

Ayes:	Akinjo, Salcedo, Torres-O'Callaghan, and Dhaliwal
Noes:	None
Absent:	None
Abstain:	Lazard

4.7 *ADEQUATE PROGRESS FINDING TOWARD PROVISION OF 200-YEAR URBAN LEVEL OF FLOOD PROTECTION FOR RECLAMATION DISTRICT 2062 (RIVER ISLANDS PHASE 2)

Adopted **Resolution 20-4790**, acting as the Land Use Agency, adopting adequate progress findings toward providing a 200-Year Urban Level of Flood Protection in Phase 2 Levees of Reclamation District 2062 by the Year 2025.

4.8 ACCEPTANCE AND TRANSFER OF REAL PROPERTY FOR FUTURE NEIGHBORHOOD PARK MONUMENT

Adopted **Resolution 20-4791** accepting real property from River Islands Stage 2A, LLC for future Neighborhood Park Monument to be dedicated by City to the most likely Descendant, the Northern Valley Yokut Tribe.

5. SCHEDULED ITEMS

Councilmember Lazard returned to the chamber/dais after the vote of Items 4.7 and 4.8, at 7:38 p.m. for the remainder of the meeting.

5.1 *2021 SJMSCP DEVELOPMENT FEES ANNUAL ADJUSTMENT

Community Development Director Mark Meissner provided the presentation. A question and answer period followed. City Manager Stephen Salvatore provided additional information.

Mayor Dhaliwal opened the public hearing. There were no speakers. Mayor Dhaliwal closed the public hearing.

On a motion by Vice Mayor Salcedo, seconded by Councilmember Lazard, the City Council:

1. Held a Public Hearing; and
2. Adopted **Resolution 20-4792** approving an annual adjustment to the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) Development Fees for 2021.

Ayes: Akinjo, Lazard, Salcedo, Torres-O'Callaghan, and Dhaliwal
Noes: None
Absent: None
Abstain: None

5.2 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AN ORDINANCE AMENDING CHAPTER 17.04, GENERAL PROVISIONS, AND CHAPTER 17.80, ACCESSORY DWELLING UNITS OF THE LATHROP MUNICIPAL CODE RELATED TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS (TA-20-103)

Community Development Director Mark Meissner introduced City Planning Consultant David Niskanen (JB Anderson Planning). Mr. Niskanen provided the presentation. A question and answer period followed. City Manager Stephen Salvatore and Community Development Director Mark Meissner provided additional information. Councilmembers expressed concern with insufficient parking areas and utilities. Councilmember Akinjo requested that the City Clerk circulate the "Housing and Land Use Legislative Update", authored by Lauren Langer & Todd Leishman with Best Best & Krieger, LLP, provided at the 2020 League of California Cities Virtual Annual Meeting. The presentation was provided to the City Council and was made available to the public.

Mayor Dhaliwal opened the public hearing. There were no speakers at the time of the public hearing. Mayor Dhaliwal closed the public hearing. Lathrop Police Services Sergeant Barbara Leeper commented on the matter after the public hearing. The questions and answer period continued. Mr. Niskanen, Mr. Salvatore and Principal Planner Rick Caguiat responded to additional questions of the City Council.

On a motion by Councilmember Lazard, seconded by Councilmember Akinjo, the City Council:

1. Held a Public Hearing; and
2. Held first reading and introduced an ordinance amending Chapter 17.04, General Provisions, and Chapter 17.80, Accessory Dwelling Units of the Lathrop Municipal Code related to accessory dwelling units and junior accessory dwelling units. The amendments to the Municipal Code included the following:
 - a. Chapter 17.04 (General Provisions): Amend Section 17.04.080, Definitions, to include definitions for Efficiency Kitchen, Junior Accessory Dwelling Unit, Public Transit, Tandem Parking and Amend the definitions for existing Accessory Dwelling Unit and Accessory Structure.
 - b. Chapter 17.80 (Accessory Dwelling Unit): Amend Chapter 17.80 to be consistent with new State law. The amendment will also include provisions for the creation of Junior Accessory Dwelling Units.

Ayes: Akinjo, Lazard, Salcedo, Torres-O'Callaghan, and Dhaliwal
 Noes: None
 Absent: None
 Abstain: None

5.3 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AMENDING TITLE 10, CHAPTER 10.24, SECTION 10.24.030, PUBLIC WORKS DIRECTOR TO PLACE SIGN INDICATING NO PARKING AREAS, AND SECTION 10.24.070, RESTRICTED PARKING; OF THE LATHROP MUNICIPAL CODE

Public Works Director Michael King provided the presentation. A question and answer period followed. City Manager Stephen Salvatore provided additional information.

Mayor Dhaliwal opened the public hearing. There were no speakers. Mayor Dhaliwal closed the public hearing.

On a motion by Councilmember Torres-O'Callaghan, seconded by Vice Mayor Salcedo, the City Council:

1. Held a Public Hearing; and
2. Held first reading and introduced an ordinance amending Title 10, Chapter 10.24, Section 10.24.030, Public Works Director to Place Sign Indicating No Parking Areas, and Section 10.24.070, Restricted Parking; of the Lathrop Municipal Code.

Ayes: Akinjo, Lazard, Salcedo, Torres-O'Callaghan, and Dhaliwal
 Noes: None
 Absent: None
 Abstain: None

5.4 CREATE CIP PK 21-05 FOR PARK IMPROVEMENTS AT PARK WEST AND CRESCENT PARK

Parks and Recreation Director Zach Jones provided the presentation. A question and answer period followed.

Council consensus directed staff to bring back an item for consideration at the next Council meeting approving the placement of additional outdoor equipment at Crescent Park, not listed in the proposed item.

On a motion by Councilmember Lazard, seconded by Mayor Dhaliwal, the City Council adopted **Resolution 20-4793** approving the creation of CIP PK 21-05 for the installation of outdoor fitness equipment at Park West and Crescent Park.

Ayes: Akinjo, Lazard, Salcedo, Torres-O'Callaghan, and Dhaliwal
Noes: None
Absent: None
Abstain: None

6. COUNCIL COMMUNICATIONS

6.1 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S)

Councilmember Akinjo reported his attendance to the Annual League of California Cities Conference and provided a brief overview of the legislative updates presented during the conference.

6.2 MAYOR & COUNCILMEMBER COMMENT(S)

Councilmember Torres-O'Callaghan wished everyone a happy fall break; encouraged COVID-19 health guidelines during social outings. Councilmembers Akinjo and Lazard echoes similar sentiments. Vice Mayor Salcedo thanked those in attendance. Mayor Dhaliwal urged the public to vote on November 3rd and encouraged the public to continue practicing COVID-19 health guidelines.

7. ADJOURNMENT – There being no further business, Mayor Dhaliwal adjourned the meeting at 9:07 p.m.


Teresa Vargas, CMC,
City Clerk

ITEM 4.5

**CITY MANAGER’S REPORT
NOVEMBER 9, 2020 CITY COUNCIL REGULAR MEETING**

ITEM: **SECOND READING AND ADOPTION OF ORDINANCE 20-416 BY TITLE ONLY AMENDING CHAPTER 17.04, GENERAL PROVISIONS, AND CHAPTER 17.80, ACCESSORY DWELLING UNITS OF THE LATHROP MUNICIPAL CODE RELATED TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS (TA-20-103)**

RECOMMENDATION: **Waive Full Reading and Adopt Ordinance 20-416 By Title Only Amending Chapter 17.04, General Provisions, and Chapter 17.80, Accessory Dwelling Units of the Lathrop Municipal Code Related to Accessory Dwelling Units and Junior Accessory Dwelling Units. The amendments to the Municipal Code include the following:**

- **Chapter 17.04 (General Provisions): Amend Section 17.04.080, Definitions, to include definitions for Efficiency Kitchen, Junior Accessory Dwelling Unit, Public Transit, Tandem Parking and Amend the definitions for existing Accessory Dwelling Unit and Accessory Structure; and**
- **Chapter 17.80 (Accessory Dwelling Unit): Amend Chapter 17.80 to be consistent with new State law. The amendment will also include provisions for the creation of Junior Accessory Dwelling Units.**

RECOMMENDED ACTION: The City Council to conduct second reading and adopt Ordinance 20-416 entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING CHAPTER 17.04, GENERAL PROVISIONS, AND CHAPTER 17.80, ACCESSORY DWELLING UNITS OF THE LATHROP MUNICIPAL CODE RELATED TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS (TA-20-103)

SUMMARY: On October 12, 2020, the City Council approved the introduction and first reading of the subject Ordinance by the following vote:

AYES: Akinjo, Lazard, Salcedo, Torres-O’Callaghan, and Dhaliwal
NOES: None
ABSTAIN: None
ABSENT: None

The Ordinance will take effect 30 days after adoption.

SUBMITTED BY:


Teresa Vargas, City Clerk

11/4/2020
Date

ORDINANCE NO. 20-416

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING CHAPTER 17.04, GENERAL PROVISIONS, AND CHAPTER 17.80, ACCESSORY DWELLING UNITS OF THE LATHROP MUNICIPAL CODE RELATED TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS (TA-20-103)

WHEREAS, the City of Lathrop Planning Commission held a duly noticed public hearing at a regular meeting on September 16, 2020, at which they adopted PC Resolution No. 20-10 recommending City Council adopt Municipal Code Text Amendment No. TA-20-103 pursuant to the Lathrop Municipal Code; and

WHEREAS, the City of Lathrop City Council held a duly noticed public hearing at a regular meeting on October 12, 2020 to review and consider Municipal Code Amendment; and

WHEREAS, the proposed code amendment is Citywide and affects all applicable properties in the City; and

WHEREAS, chapter 17.124 of the Lathrop Municipal Code mandates the transmittal of a Planning Commission recommendation to the City Council by resolution; and

WHEREAS, the proposed code amendment is exempt according to the California Environmental Quality Act (CEQA) Article 5 §15061 by the "Common Sense Exemption" that CEQA applies only to projects that have a potential for causing a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment; and

WHEREAS, the City Council finds that the proposed code amendment is consistent with applicable provisions of the Lathrop General Plan and will implement the City's Economic Development goals by providing updated policies related to Accessory Dwelling Units and Junior Accessory Dwelling Units; and

WHEREAS, proper notice of this public hearing was given in all respects as required by law; and

WHEREAS, the City Council has reviewed all written evidence and oral testimony presented to date.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, does hereby approve Municipal Code Amendment as shown Attachments "2" and "3", incorporated by reference herein.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LATHROP DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. The Lathrop Municipal Code is hereby amended as shown in Attachments "2" and "3, incorporated by reference herein.

Section 2. This ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the city or any officer or employee thereof a mandatory duty of care toward persons and property within or without the city so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 3. Severability. If any section, subsequent subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or otherwise invalid, such a decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance irrespective of the unconstitutionality or invalidity of any section, subsection, subdivision, paragraph, sentence, clause or phrase.

Section 4. Effective Date. This Ordinance shall take legal effect 30 days from and after the date of its passage.

Section 5. Publication. Within fifteen days of the adoption of this Ordinance, the City Clerk shall cause a copy of this Ordinance to be published in full accordance with Section 36933 of the Government Code.

THIS ORDINANCE was regularly introduced at a regular meeting of the City Council of the City of Lathrop on the 12th day of October 2020, and was **PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Lathrop on 9th day of November 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney

New text is shown by underline; deleted text is shown by ~~strikethrough~~

Chapter 17.04 GENERAL PROVISIONS

17.04.080 Definitions.

For the purpose of this title, the following definitions shall apply unless the context clearly indicates or requires a different meaning. Words used in the present tense include the future tense. Words used in the singular include the plural, and words used in the plural include the singular. The masculine shall include the feminine and neuter.

“Accessory dwelling unit” means an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. An accessory dwelling unit also includes the following:

- A. An efficiency unit, as defined in Section 17958.1 of the Health and Safety Code.
- B. A manufactured home, as defined in Section 18007 of the Health and Safety Code.

“Accessory structure” means a structure that is accessory and incidental to a dwelling located on the same lot ~~an attached or detached structure~~ that is either entirely enclosed by walls and a solid roof or is partially enclosed with a solid or limited roof covering. Examples include, but are not limited to, greenhouses, pool houses, sunrooms, workshops, storage sheds, barns, as well as carports, patio covers, gazebos and stables. Accessory structures also include play equipment, windmills, water towers, and other similar agricultural structures.

“Accessory use” means a use incidental, related, appropriate and clearly subordinate to the main use of the site or building, which accessory use does not alter the principle use of the site.

[...]

Dwelling, Multifamily. “Multifamily dwelling” means a building designed exclusively for occupancy by four or more families living independently of each other (for example, a quadruplex or apartment).

“Dwelling unit” means one or more rooms and a kitchen designed for occupancy by one family for living and sleeping purposes.

“Educational institutions” means public or other nonprofit institutions conducting regular academic instruction at pre-school, kindergarten, elementary, secondary and collegiate levels, and including graduate schools, universities, nonprofit research institutions and religious institutions. Such institutions must either offer general academic instruction equivalent to the standards prescribed by the State Board of Education, confer degrees as a college or university of undergraduate or graduate standing, conduct research, or give religious instruction. This definition does not include schools, academies or institutes, incorporated or otherwise, which operate for a profit, nor does it include commercial or trade schools.

“Efficiency Kitchen” means an area used, or designated to be used, for the preparation of food with the following minimal requirements: (1) a sink with a maximum waste line diameter of 1.5 inches, (2) a cooking facility with appliances that do not require electrical service greater than 120 volts, natural gas, or propane gas, and (3) a food preparation counter and storage cabinets that are of reasonable size in relation to the size of the dwelling unit.

“Electrical distribution substation” means an assemblage of equipment which is part of a system for the distribution of electric power where electric energy is received at a subtransmission voltage and transformed to a lower voltage for distribution for general consumer use.

“Electrical transmission substation” means an assemblage of equipment which is part of a system for the transmission of electric power where electric energy is received at a very high voltage from its source of generation by means of a network of high voltage lines and where, by means of transformers, said high voltage is transformed to a low subtransmission voltage for purposes of supplying electric power to large individual consumers, interchange connections with other power producing agencies or electric distribution substations for transformation to still lower voltages for distribution to smaller individual users.

[...]

“Household pets” means domestic animals ordinarily permitted in a place of residence, kept for company and pleasure, such as dogs, cats, domestic birds, guinea pigs, white rats, rabbits, mice and other similar animals generally considered by the public to be kept as pets, excluding fowl. For one-family residences, three dogs maximum, three cats maximum, two rabbits maximum, domestic birds and other similar animals are permitted, where the total number of animals in one place of residence shall not exceed ten (10). For multiple-family residences, including mobilehomes in mobilehome parks, one dog maximum, one rabbit maximum, two cats maximum, domestic birds and other similar animals are permitted, where the total number of animals in one place of residence shall not exceed five.

“Junior accessory dwelling unit” means a unit that is no more than 500 square feet in size and contained entirely within a single-family residence. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

“Junk yard” means a site or portion of a site on which waste, discarded or salvaged materials are bought, sold, exchanged, stored, baled, cleaned, packed, disassembled or handled, including used furniture and household equipment yards, house wrecking yards, used lumber yards and similar storage yards, excepting a site on which uses are conducted within a completely enclosed structure and excepting motor vehicle wrecking yards as defined in this section. An establishment for the sale, purchase or storage of used cars, farm equipment or salvaged machinery in operable condition and the processing of used or salvaged materials as part of a manufacturing operation shall not be deemed a junk yard.

[...]

“Planning director” and “director” mean the planning director of the city.

“Public transit” means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.

“Public utility service yard” means a site or portion of a site on which a public utility company may store, house and/or service equipment such as service trucks and other trucks and trailers, pumps, spools of wire, pipe, conduit, transformers, cross-arms, utility poles or any other material, tool or supply necessary for the normal maintenance of the utility facilities.

[...]

“Supportive services” include, but are not limited to, a combination of subsidized, permanent housing, intensive case management, medical and mental health care, substance abuse treatment, employment services, and benefits advocacy.

“Tandem parking” means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

“Target population” means persons with low incomes who have one or more disabilities, including mental illness, HIV or AIDS, substance abuse, or other chronic health condition, or individuals eligible for services provided pursuant to the Lanterman Developmental Disabilities Services Act (Division 4.5 (commencing with Section 4500) of the Welfare and Institutions Code) and may include, among other populations, adults, emancipated minors, families with children, elderly persons, young adults aging out of the foster care system, individuals exiting from institutional settings, veterans, and homeless people.

[...]

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Chapter 17.80 ACCESSORY DWELLING UNITS

17.80.010 Application.

This chapter provides standards by which the city shall evaluate and ministerially approve an application for the siting and construction of an accessory dwelling unit (ADU) or junior accessory dwelling unit (JADU) on a lot with an existing or proposed ~~dwelling one-family residence~~ located in areas zoned to allow single-family or multifamily residential use in compliance with California Government Code Sections 65852.2 and 65852.22, as may be amended. (Ord. 19-405 § 1; Ord. 18-384 § 1; Ord. 16-365 § 1; Ord. 16-355 § 1; Ord. 97-151; Ord. 92-73)

17.80.020 Permitted Locations and Types~~Developmental standards.~~

~~All accessory dwelling units shall meet the following standards:~~

~~A. Maximum Floor Area. An accessory dwelling unit which is detached from the existing residence shall not exceed one thousand two hundred (1,200) square feet of floor area and shall conform to the development standards of this title. An accessory dwelling unit which is attached to the proposed or existing residence shall not exceed fifty percent (50%) of the existing residence and shall conform to the setback, lot coverage and height requirements for the primary dwelling, with a maximum increase in floor area of one thousand two hundred (1,200) square feet.~~

A. ADUs are permitted in all zone districts allowing single-family or multifamily residential uses on lots developed with existing or proposed dwellings.

B. An ADU may be established in the following methods:

1. Attached to, or located within, an existing or proposed primary dwelling.
2. A new detached structure, or located within or attached to an accessory structure, including detached garages or similar structures.
3. Conversion of existing attached or detached accessory structures, including garages, storage areas, or similar structures.
4. Reconstruction of an existing structure or living area that is proposed to be converted to an ADU, or a portion thereof, in the same location and to the same dimensions and setbacks as the existing structure.

C. One JADU may be established within the space of an existing or proposed single-family residence, on a lot that is zoned to allow single-family residential uses.

D. A JADU may be established within the space of the primary dwelling in combination with the construction of one detached, new construction ADU not exceeding 1,200 square feet and height of 16 feet with four-foot side and rear yard setbacks.

E. ADUs shall be permitted on lots developed with existing multifamily dwellings subject to the following provisions:

1. A minimum of one ADU may be constructed, or up to 25 percent of the existing unit count, within non-livable space, including, but not limited to, storage rooms, passageways, attics, basements, or closets.

2. The construction of two detached ADUs, subject to a maximum height of 16 feet, and four-foot side and rear setbacks. In this case, only two detached ADUs are permitted on lots developed with existing multifamily dwellings.

17.80.030 Development Standards

A-B.—Development Standards. Accessory dwelling units shall comply with the following standards:

1. ADU Type, Location & Size.

a. Attached Unit: An ADU attached to an existing primary dwelling shall not exceed 50 percent of the total existing or proposed living area of the primary dwelling.

b. Detached Unit: An ADU structurally independent and detached from the existing or proposed primary dwelling shall not exceed 1,200 square feet.

c. ADUs shall have independent exterior access from the primary dwelling. No passageway to the primary dwelling shall be required.

d. ADUs shall not be required to provide fire sprinklers if they are not required for the primary residence.

2. JADU Location, Size, and Standards.

a. A JADU shall be constructed entirely within an existing or proposed primary dwelling and shall not exceed 500 square feet.

b. JADUs shall have an independent exterior entrance from the primary dwelling but may also include shared access between two units.

c. A JADU, at a minimum, shall include an efficiency kitchen as defined in Section 17.04.080.

d. The property owner shall reside in either the principal dwelling unit or the junior accessory dwelling unit.

e. Prior to issuance of a building permit for the JADU, the property owner shall file with the City a deed restriction for recordation with the County Recorder, which shall run with the land and include the provisions listed in Government Code Section 65852.22.

31. Setbacks.

a. Have minimum interior side and rear setbacks of ~~four~~^{five} feet and street side setback of ten (10) feet.

b. No setback shall be required for an existing living area or accessory structure in the same location and to the same dimensions as an existing structure~~garage~~ that is converted to an accessory dwelling unit or to a portion of an accessory dwelling unit, and a setback of no more than ~~five~~^{four} feet from the side and rear lot lines shall be required for an accessory dwelling unit that is not converted from an existing structure or a new structure constructed in the same location and to the same dimensions as an existing structure~~constructed above a garage~~.

c2. Setback from Structures. Be set back from other structures on the parcel consistent with the city-adopted building code.

43. Height. Not to exceed one story or ~~sixteen~~^{fifteen} (16~~5~~) feet in height, except that a detached accessory dwelling unit may be constructed above a detached garage to a maximum height of thirty (30) feet.

54. Location on Parcel. ~~Be constructed at the rear or interior side of an existing single-family residence, or otherwise appear secondary in nature, and not be constructed in front of the primary structure. An accessory dwelling unit can either be attached to, or located within, the proposed or existing primary dwelling, including attached garages, storage areas or similar uses, or an accessory structure or detached from the proposed or existing primary dwelling and located on the same lot as the proposed or existing dwelling.~~

5. Lot Size. ~~Accessory dwelling units are permitted on lots with a minimum area of five thousand (5,000) square feet. Only one accessory dwelling second unit is allowed per lot.~~

B6. Compatibility. ~~The addition of an accessory dwelling unit shall be designed and constructed to be is-compatible with the existing house as to height, style, materials, and colors.~~

C. Access. Doorway access shall be provided either to the side or rear of the accessory dwelling unit. Direct doorway access to the front yard is prohibited. The accessory dwelling unit shall utilize the same vehicular access which serves the existing dwelling unit.

D. Off-Street Parking.

1 At least one additional off-street parking space shall be provided for the accessory dwelling unit or bedroom, whichever is less, unless otherwise exempt under Section 17.80.030(E).

2 The parking spaces required for the accessory dwelling unit can be in tandem to the required parking of the main residential structure, may be uncovered, and can be located within the front setback as long as all other yard requirements are met.

31. When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit or converted to an accessory dwelling unit, those off-

~~street parking spaces are not required to be replaced. the parking spaces shall be replaced consistent with Chapter 17.76 of this title.~~

E. Off-Street Parking Exemption. Off-street parking shall not be imposed in any of the following instances:

1. The accessory dwelling unit is located within one-half mile walking distance of public transit;
2. The accessory dwelling unit is located within an architecturally and historically significant historic district;
3. The accessory dwelling unit is part of the existing primary residence or an existing accessory structure;
4. When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit;
5. When there is a car share vehicle located within one block of the accessory dwelling unit.

F. Mobilehomes or Manufactured Housing. Mobilehomes or manufactured housing on permanent foundations shall be permitted as an accessory dwelling unit, only if they are installed on permanent foundations, and the mobilehome complies with the 1974 National Manufactured Housing Construction and Safety Act.

17.80.040 Utilities and Impact Fees

AF. Utility Service and Kitchen Facilities. Accessory dwelling units shall be provided with adequate water, sewer and other utilities (sewer allocation for one residential unit will suffice for both). ~~The applicant shall have the option of paying installation cost and a monthly fee for a second water meter. The applicant shall also have the option of taking all sewer flow through the existing sewer lateral, or of paying the installation cost and monthly fee for a second lateral. The second unit shall also be provided with full kitchen facilities including range, oven, sink and refrigerator, as determined by the city building official. Accessory dwelling units shall not be considered a new residential use for the purposes of calculating utility connection fees or capacity charges for water and sewer service. The City shall not require a new or separate utility connection or impose a related connection fee or capacity charge for ADUs and JADUs that are contained within an existing residence or accessory structure.~~

B. Fees. Fees charged for the construction of ADUs shall be consistent with Government Code Section 65852.2(f).

G. ~~Visual Appearance. An accessory dwelling unit shall be designed and constructed so as to blend with and complement the existing one-family unit to which it is attached in terms of height, roofing and siding materials, and color.~~

~~H. — Mobilehomes or Manufactured Housing. Mobilehomes or manufactured housing on permanent foundations shall be permitted as an accessory dwelling unit, only if they are installed on permanent foundations, and the mobilehome complies with the 1974 National Manufactured Housing Construction and Safety Act.~~

17.80.050 Process and Timing

A. Approval Process. An accessory dwelling unit and junior accessory dwelling unit is considered and approved ministerially, without discretionary review or hearing, if it meets the minimum standards in this Chapter.

B. Timing. The city must act on an application to create an accessory dwelling unit or junior accessory dwelling unit within 60 days from the date that the city receives a completed application, unless either:

1. The applicant requests a delay, in which case the 60-day time period is tolled for the period of the requested delay; or

2. In the case of a junior accessory dwelling unit and the application to create a junior accessory dwelling unit is submitted with a permit application to create a new single-family dwelling on a lot, the city may delay acting on the permit application for the junior accessory dwelling unit until the city acts on the permit application to create new single-family dwelling, but the application to create the junior accessory dwelling unit will still be considered ministerially without discretionary review or a hearing.

17.80.060 Compliance with Other Regulations

~~I. — Compliance with Other Regulations. Notwithstanding the above standards, all accessory dwelling units established under this chapter shall meet all of the requirements of the zoning district for which the accessory dwelling unit is in as to fences, walls and hedges; site area; frontage; width and depth of site; coverage; yard requirements; height of structures; distance between structures; signs; applicable building and fire codes and general provisions and exceptions. (Ord. 19-405 § 1; Ord. 18-384 § 1; Ord. 16-355 § 1; Ord. 97-151; Ord. 92-73)~~

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**CITY MANAGER'S REPORT
NOVEMBER 9, 2020 CITY COUNCIL REGULAR MEETING**

ITEM: **SECOND READING AND ADOPTION OF ORDINANCE 20-417 BY TITLE ONLY AMENDING TITLE 10, CHAPTER 10.24, SECTION 10.24.030, PUBLIC WORKS DIRECTOR TO PLACE SIGN INDICATING NO PARKING AREAS, AND SECTION 10.24.070, RESTRICTED PARKING; OF THE LATHROP MUNICIPAL CODE**

RECOMMENDATION: **Waive Full Reading and Adopt Ordinance 20-417 By Title Only Amending Title 10, Chapter 10.24, Section 10.24.030, Public Works Director to Place Sign Indicating No Parking Areas, and Section 10.24.070, Restricted Parking; of the Lathrop Municipal Code**

RECOMMENDED ACTION:

The City Council to conduct second reading and adopt Ordinance 20-417 entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING TITLE 10, CHAPTER 10.24, SECTION 10.24.030, PUBLIC WORKS DIRECTOR TO PLACE SIGN INDICATING NO PARKING AREAS, AND SECTION 10.24.070, RESTRICTED PARKING; OF THE LATHROP MUNICIPAL CODE

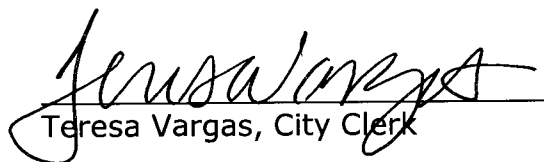
SUMMARY:

On October 12, 2020, the City Council approved the introduction and first reading of the subject Ordinance by the following vote:

AYES:	Akinjo, Lazard, Salcedo, Torres-O'Callaghan, and Dhaliwal
NOES:	None
ABSTAIN:	None
ABSENT:	None

The Ordinance will take effect 30 days after adoption.

SUBMITTED BY:


Teresa Vargas, City Clerk

11/4/2020
Date

ORDINANCE NO. 20-417

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING TITLE 10, CHAPTER 10.24, SECTION 10.24.030, PUBLIC WORKS DIRECTOR TO PLACE SIGN INDICATING NO PARKING AREAS, AND SECTION 10.24.070, RESTRICTED PARKING; OF THE LATHROP MUNICIPAL CODE

WHEREAS, pursuant to California Vehicle Code (CVC) Section 22507, the City is required to establish No Parking Areas within the City limits by ordinance; and

WHEREAS, in response to recent concerns raised by residents and to include new developments within the City, staff recommends modifications and additions to Lathrop Municipal Code Section 10.24.030, Public Works Director to Place Sign Indicating No Parking Areas, and Section 10.24.070, Restricted Parking; and

WHEREAS, Staff requests that the City Council consider an amendment to the Lathrop Municipal Code (LMC), Section 10.24.030 and Section 10.24.070 as shown in Exhibit A attached hereto and incorporated by reference herein.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop does hereby approve amending Section 10.24.030, Public Works Director to Place Sign Indicating No Parking Areas, and Section 10.24.070, Restricted Parking, of the Lathrop Municipal Code as shown in Exhibit A attached hereto.

Section 1. The Lathrop Municipal Code is hereby amended as shown in attached Exhibit A, incorporated by reference herein.

Section 2. This Ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City or any officer or employee thereof a mandatory duty of care toward persons and property within or without the city so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 3. Severability. If any section, subsequent subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or otherwise invalid, such a decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance irrespective of the unconstitutionality or invalidity of any section, subsection, subdivision, paragraph, sentence, clause or phrase.

Section 4. Effective Date. This Ordinance shall take legal effect 30 days from and after the date of its passage.

Section 5. Publication. Within fifteen days of the adoption of this Ordinance, the City Clerk shall cause a copy of this Ordinance, to be published in full accordance with Section 36933 of the Government Code

THIS ORDINANCE was regularly introduced at a regular meeting of the City Council of the City of Lathrop on the 12th day of October 2020, and was **PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Lathrop on the 9th day of November 2020, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney

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Chapter 10.24 PARKING

[...]

**10.24.030 ~~Public works director to place sign indicating no parking areas.~~
Designated No Parking Areas**

Upon amendment by ordinance prohibiting parking on certain streets and/or highways within the corporate limits of the city, as depicted below, the director of public works is directed to place appropriate signs and/or markings sufficient to give adequate notice of such no parking areas. Until appropriate signs and/or markings sufficient to give adequate notice of such no parking areas, as depicted below, is provided by the director of public works, no enforcement of the provisions of this section shall occur.

Pursuant to the provisions of the California Vehicle Code, the following no parking zones are created or affirmed if previously created in the corporate limits of the city of Lathrop:

Street	Side	Location
Academy Drive	North	<u>Beginning at the centerline of Somerston Parkway, thence running easterly to the centerline of River Bend Drive, a distance of 2,000 feet, more or less</u>
Barbara Terry Boulevard	Both	<u>Entire length</u>
Bosch Avenue	Both	<u>Beginning at the centerline of Middlebury Drive, thence running northerly to the centerline of Mulholland Drive, a distance of 1,850 feet more or less</u>
Brookhurst Boulevard	Both	Beginning at Manthey Road and ending at McKee Boulevard
Cedar Ridge Court	Southwest	From south end of the driveway to 14917 Cedar Ridge Court to a point southeast 30 feet
Christopher Way	Both	Beginning at the centerline of D'Arcy Parkway, thence running south westerly a distance of 3,000 feet, more or less
Cohen Road	Both	Beginning at a point 4,874 feet east of the extended centerline of Paradise Road (where the road begins to climb onto the Reclamation District #2062 levee), thence running easterly 4,644 feet along the top of the levee, more or less
Commercial Street	Both	<u>Beginning at the centerline of Academy Drive, thence running northerly to the centerline of Marina Drive, a distance of 1,300 feet, more or less</u>
D'Arcy Parkway	North	Beginning at the centerline of Harlan Road, thence running easterly a distance of 4,200 feet, more or less
D'Arcy Parkway	North	Beginning at the centerline of Yosemite Avenue, thence running westerly a distance of 1,750 feet, more or less
D'Arcy Parkway	North	Beginning at a distance of 4,200 feet east of the centerline of Harlan Road, thence running easterly a distance of 800 feet more or less. Allow 30-minute parking
D'Arcy Parkway	South	Beginning at the centerline of Harlan Road, thence running easterly a distance of 150 feet, more or less
D'Arcy Parkway	South	Beginning at a distance 150 feet east of the centerline of Harlan Road, thence running easterly a distance of 200 feet, more or less, allow 30-minute parking
D'Arcy Parkway	South	Beginning at a distance 350 feet east of the centerline of Harlan Road, thence running easterly a distance of 2,650 feet, more or less
D'Arcy Parkway	South	Beginning at the centerline of Yosemite Avenue, thence running westerly a distance of 2,600 feet, more or less
D'Arcy Parkway	South	Beginning at a distance of 3,000 feet east of the centerline of Harlan Road, thence running easterly a distance of 1,200 feet more or less. Allow 30-minute parking
Dell'Osso Drive	Both	<u>Entire length</u>
Dos Reis Road	Both	Beginning at Manthey Road and proceeding westerly to the west end of Dos Reis Road
Fifth Street	East	Beginning at the centerline of Thomsen Road, thence running southerly approximately 165 feet

No Parking Areas – Chapter 10.24 Mark-Up

Street	Side	Location
Fifth Street	West	Beginning at the centerline of Mingo Way, thence running southerly to the centerline of Louise Avenue, for a distance of 500 feet, more or less
Fifth Street	West	Beginning 50 feet south of the centerline of N Street, thence running southerly approximately 400 feet to O Street, more or less. Prohibit parking between the hours of 8:30 a.m. to 2:30 p.m., Monday through Friday. Allow temporary loading/unloading of vehicle passengers between the hours of 8:00 a.m. to 8:30 a.m. and 2:30 p.m. to 3:00 p.m., Monday through Friday. Allow parking between the hours of 3:00 p.m. and 8:00 a.m., Monday through Friday and anytime on Saturday and Sunday
Golden Spike Trail	West	Beginning at the intersection of Brookhurst Boulevard and Golden Spike Trail proceeding 750 feet north on the west side of Golden Spike Trail. Prohibit parking from the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. Allow parking between the hours of 5:00 p.m. to 8:00 a.m., Monday through Friday and anytime on Saturday and Sunday
Golden Spike Trail	East	Beginning at the intersection of Brookhurst Boulevard and Golden Spike Trail proceeding 100 feet north on the east side of Golden Spike Trail. Prohibit parking from the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. Allow parking between the hours of 5:00 p.m. to 8:00 a.m., Monday through Friday and anytime on Saturday and Sunday
Golden Valley Parkway	Both	Entire length within the city of Lathrop
Glacier Street	Both	Entire length
Harlan Road	Both	Beginning at the centerline of Lathrop Road, thence running northerly to the centerline of Roth Road, for a distance of approximately 10,900 feet.
Harlan Road	Both	Beginning at the centerline of Lathrop Road, thence running southerly to the centerline of Louise Avenue, for a distance of 7,200 feet, more or less.
Harlan Road	East	Beginning at the centerline of Warren Avenue, thence running southerly, a distance of 450 feet, more or less.
Harlan Road	Both	Entire length within city limits
Howland Road	Both	Beginning at the centerline of Louise Avenue, thence running southerly to the centerline of Vierra Road D'Arcy Parkway, a distance of 6,400 feet, more or less
Jefferson Way	Both	Entire length
Lathrop Road	Both	Beginning at the centerline of Manthey Road then westerly to the centerline of Golden Valley Parkway.
Lathrop Road	Both	Beginning at the west right-of-way of Interstate 5 centerline of Golden Valley Parkway, thence running easterly to the eastern city limit line, a distance of 8,300 feet, more or less
Louise Avenue	Both	Beginning at the west right-of-way of Interstate 5, thence running easterly to the eastern city limit line, a distance of 10,600 feet, more or less
Madrugá Road	Both	Beginning at the centerline of Yosemite Avenue, thence running northerly to the centerline of Glacier Street, a distance of 770 feet, more or less
Manthey Road	Both	Beginning at the southern city limit line, thence running northerly to the northern city limit line, a distance of 28,400 feet, more or less
Marina Drive	Both	Beginning at the centerline of Somerston Parkway, thence running easterly to the centerline of River Bend Drive, a distance of 2,400 feet, more or less
Manthey Road	Both	Beginning at a point 500 feet east of Mossdale Crossing, thence running westerly to Mossdale Crossing, a distance of 500 feet, more or less.
Manthey Road	Both	Beginning at the intersection of Louise Avenue to the north, southerly to a distance of approximately 1,100 feet south of Brookhurst Boulevard, a distance of 5,600 feet, more or less.
Manthey Road	Both	From the centerline of River Islands Parkway, thence running northerly to the northern city limit line, a distance of 16,800 feet, more or less.
McKinley Avenue	East	Approximately 220 feet north and south of the centerline of the existing driveway at the Super Store site.
McKinley Avenue	West	Beginning at the southwest intersection of Louise Avenue and McKinley Avenue proceeding 800 feet south on the west side of McKinley Avenue.

No Parking Areas – Chapter 10.24 Mark-Up

Street	Side	Location
McKinley Avenue	West	Beginning at the southerly boundary of 16351 McKinley Avenue thence running northerly along McKinley Avenue for a distance of approximately 1,200 feet to the northern boundary of 16091 McKinley Avenue.
McKinley Avenue	Both	Beginning at the centerline of Lathrop Road, thence running southerly to the rail road crossing, a distance of 1300 feet, more or less
McKinley Avenue	Both	Beginning at the centerline of Louise Avenue, thence running southerly to the centerline of Yosemite Avenue, 5,300 feet, more or less
McKinley Avenue	West	Beginning at the centerline of Yosemite Avenue, thence running southerly to the city limit, 2,400, more or less
Mossdale Road	Both	Entire length within city limits
Murphy Parkway	Both	Beginning at the centerline of D'Arcy Parkway, thence running northerly to a point 900 1,830 feet, more or less, north of D'Arcy Parkway
Murphy Parkway	Both	Beginning at the centerline of Nestle WayTesla Drive, thence running northerly to the centerline of D'Arcy Parkway, a distance of 1,500 feet, more or less. Allow 30-minute parking
Nestle WayTesla Drive	Both	Beginning at the centerline of Harlan Road, thence running easterly to the centerline of Christopher Way, a distance of 3,600 feet, more or less
O Street	North	Beginning at a point approximately 125 feet east of the centerline of Halmar Lane, thence running easterly approximately 680 feet to Fifth Street, more or less. Prohibit parking from the hours of 8:30 a.m. and 2:30 p.m., Monday through Friday. Allow temporary loading/unloading of vehicle passengers from the hours of 8:00 a.m. and 8:30 a.m. and 2:30 p.m. to 3:00 p.m., Monday through Friday. Allow parking between the hours of 3:00 p.m. to 8:00 a.m., Monday through Friday and anytime on Saturday and Sunday. Prohibit parking anytime 50 feet east and west of the centerline of Matador Way
Oberlin Avenue	Both	Beginning at the centerline of Marina Drive, thence running northerly to the centerline of Garden Farms Avenue, a distance of 1,400 feet, more or less
Old Harlan Road	Both	Beginning at the centerline of Harlan Road 450 feet north of Louise Avenue, thence running southerly to the centerline of Harlan Road 700 feet south of Louise Avenue, a distance of 1,150 feet, more or less
Old Harlan Road	Both	Beginning at the centerline of Lathrop Road, thence running southerly to the centerline of Harlan Road, a distance of 900 feet, more or less
Paradise Road	Both	Beginning at a point on the southern boundary of the city of Lathrop at the southern edge of the Paradise Road bridge over Paradise Cut, thence continuing north 1,450 feet, more or less Entire length within city limits
Quartz Way	East	Beginning at the southerly boundary of 13580 Quartz Way (lot 15), thence running southerly along the easterly right-of-way line of Quartz Way, for a distance of approximately 20 feet to the northern boundary of 13590 Quartz Way (lot 14). This 20 foot frontage is the entrance to the Emergency Vehicle Access
River Islands Parkway	Both	Entire length within the city of Lathrop
Roth Road	Both	Beginning at the west right-of-way of Interstate 5, thence running east the west right-of-way of the Southern Pacific Railroad, a distance of 2,000 feet, more or less. Entire length within city limits
Sadler Oak Drive	Both	Entire length
Seventh Street	Both	Beginning at the centerline of Fifth Street, thence running easterly along Seventh Street for a distance of 600 feet, more or less
Somerston Parkway	Both	Entire length
Somerville Street	Both	Entire length
Spartan Way	Both	Beginning at the centerline of Golden Valley Parkway then westerly to the centerline of Land Park Drive 850 feet north of Hidden Cove Place
Stanford Crossing Drive	Both	Entire length
Stewart Road	Both	Beginning at a point 300 feet north of the centerline of the Union Pacific Railroad tracks (formerly southern Pacific Railroad tracks), thence running southerly along Stewart Road a distance of 800 feet, more or less
Stonebridge Lane	Both	Beginning at a point that is on the east right-of-way line of Harlan Road, thence running easterly to the centerline of Slate Street, a distance of 2,400 feet, more or

No Parking Areas – Chapter 10.24 Mark-Up

Street	Side	Location
		less
Thomsen Road	South	Beginning at the east right-of-way of Harlan Road, thence running easterly for a distance of 200 feet, more or less, designate no parking. Beginning at a point approximately 200 feet east of the right-of-way of Harlan Road, thence running easterly approximately 400 feet allow parking during the hours from 6:00 a.m. to 10:00 p.m., and designate no parking from 10:00 p.m. to 6:00 a.m.
Thomsen Road	North	Beginning at the east right-of-way of Harlan Road, thence running easterly for a distance of 200 feet, more or less, designate no parking. Beginning at a point approximately 200 feet east of the right-of-way of Harlan Road, thence running easterly approximately 200 feet allow parking during the hours from 6:00 a.m. to 10:00 p.m., and designate no parking from 10:00 p.m. to 6:00 a.m.
Top of levee and all levee access points	Both	Beginning at the northern city limit line, following the levee until the centerline of Manthey Road
Towne Centre Drive	Both	Beginning at the centerline of Manthey Road, thence westerly to 410 feet west of the centerline of Golden Valley Parkway. Allow parking for up to two hours between 6:00 a.m. to 10:00 p.m. Prohibit parking between the hours of 10:00 p.m. and 6:00 a.m.
Woodfield Drive	Both	Beginning at the centerline of Lathrop Road, thence running northerly to the centerline of Long Barn Drive, a distance of 450 feet, more or less
Yosemite Avenue	North	Beginning at the centerline of McKinley Avenue, thence running easterly to the city limit
Yosemite Avenue	South	Beginning at the centerline of McKinley Avenue, thence running westerly 2,780 feet
Yosemite Avenue	Both	Beginning 800 feet east of the right-of-way of State Route 120, thence running westerly to the centerline of Jefferson Way, a distance of 6,800 feet, more or less

The public works director is hereby directed to erect appropriate signage and/or markings to indicate the existence of these no parking zones. In erecting signage on roads with unimproved shoulders, the signs shall be placed at the edge of the right-of-way. Until and unless appropriate signage and/or markings are erected, no enforcement of these no parking zones shall occur. Payment for such signage shall come from account 208-5010. (Ord. 18-389 § 1; Ord. 17-382 § 1; Ord. 14-336 § 1; Ord. 13-325 § 1; Ord. 12-317 § 1; Ord. 11-309 § 1; Ord. 11-306 § 1; Ord. 11-304 § 1; Ord. 10-302 § 1; Ord. 10-301 § 1; Ord. 09-296 § 1; Ord. 09-288 § 1; Ord. 08-282 § 1; Ord. 99-166; Ord. 93-104)

[...]

10.24.070 Restricted Parking

No person who owns, has possession, custody or control of any vehicle shall park such vehicle upon any street or public right-of-way under the following conditions:

A. Where the use of highway or a portion thereof is necessary for the cleaning, repair or construction of the highway or for the installation of underground utilities, and signs giving notice that such vehicle may be removed are erected or placed at least twenty-four (24) hours prior to the removal;

B. Where the use of the highway or any portion thereof is authorized for a purpose other than the normal flow of traffic; or for the movement of equipment, articles or structures of unusual size; and the parking of such vehicle would prohibit or interfere with such use or movement, and signs giving notice that such vehicle may be removed, are erected or placed at least twenty-four (24) hours prior to the removal;

C. Where any vehicle is parked or left standing when such parking or standing has been prohibited by ordinance or resolution of the city and such place is indicated by appropriate signs or by red paint upon the curb surface. (Ord. 93-104);

D. Where any vehicle is parked or left standing within a roundabout or traffic circle.

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Quarterly Investment Report September 2020

This report presents a detailed discussion of the City’s investment portfolio as of September 30, 2020. It includes all investments managed by the City on its own behalf as well as the City’s Trustees. The report provides information on cash flows, broken down by both investment manager (City or Trustee) and by percentage allocation within the portfolio.

As of September 30, 2020, the investment portfolio was in compliance with all state laws and the City’s Investment Policy (see Attachment 1).

Current Portfolio Summary

As directed by the Investment Policy adopted by City Council, City staff strives to attain three primary goals with the City’s investments as follows (in order of priority):

1. Safety – Preservation of the principal of invested funds
2. Liquidity – Ability to liquidate one or more of the City’s investments if unexpected expenditures arise
3. Return – Attainment of a market rate of return

The majority of the portfolio is invested in the Local Agency Investment Fund (LAIF), which is administered by the California State Treasurer’s office. LAIF provides the City with an investment vehicle with yields that are slightly greater than U.S. Treasuries (T-bills) with a 2-year maturity or less. LAIF is a high quality investment in terms of safety, liquidity, and yield. Additionally, LAIF is an “On Demand” account; meaning funds may be withdrawn upon with 1 day notice, representing maximum liquidity.

In addition to LAIF, the City holds investments in Money Market Mutual Funds, Nonnegotiable Certificates of Deposit, and State and Local Government Securities (SLGS). These investments are prudent investment choices and are included in the City’s Investment Policy as allowable investments.

Each investment mentioned above has a specific maturity date. However, much of the portfolio is On Demand. The short weighted average maturity provides the City with a great deal of liquidity during this period of heightened economic uncertainty and period of low investment yields. This liquidity places the City to invest in longer term maturity investments once interest rates begin to move up toward their historical norms; overall macroeconomic indicators signal solid and consistent growth in future years.

The following table (Table: 1) provides a summary of the City’s cash and investments, by holding party, based on recorded value as of September 30, 2020 compared with the prior quarter:

Table: 1				
Holding Party	June 30, 2020		September 30, 2020	
	Fund Amounts (1)	% of Portfolio	Fund Amounts (1)	% of Portfolio
Investments/Cash held by the City	\$133,447,507	78%	\$138,950,462	79%
Investments held by Trustees	38,173,478	22%	37,902,123	21%
TOTAL	\$171,620,985	100%	\$176,852,585	100%

(1) Small variances are due to the summation and rounding of multiple figures to the nearest whole dollar

Please see the following pages (Tables: 2 through 5) for a more detailed analysis of transactional additions and reductions due to cash flow needs, debt service payments, and maturities/rollovers of certain investments.

Revenues arrived during the quarter, per City staff expectations, are as follows: utility payments, property tax, franchise fees, sales tax (including Measure C), developer billing fees, grant reimbursements, building permit fees, plan check fees, and Transient Occupancy Tax (TOT).


Significant payables paid out during the quarter include:

- I. Nonrecurring Expenditure Capital Improvement Projects – General Government, Parks, Streets, Water, and Wastewater
- II. Recurring Expenditures
 - a. Contractual – Park & Street Landscaping, and Water Treatment Services
 - b. Intergovernmental payments – San Joaquin County (Police Services), Lathrop Manteca Fire District, City of Manteca (Wastewater Contract)


Quarterly Economic Update

According to the latest projections from PFM Asset Management, although the U.S. economy entered the year on strong footing, conditions deteriorated quickly as the COVID-19 pandemic took hold across the globe. The Fed spent Q3 refining its messaging after deploying a wide variety of tools in Q1 and Q2. At its two meetings over the quarter, the central bank voted to leave the target range for the federal funds rate unchanged at 0% to 0.25%. At the Fed’s annual Economic Symposium hosted in Jackson Hole, the central bank announced a major policy shift on inflation and will now seek to achieve inflation that “averages 2% over time,” moving away from the prior point-in-time target approach. Interestingly, the FOMC’s updated economic projections released at its September policy meeting show inflation only reaching 2% in 2023. The new average inflation goal implies that the federal funds target rate may stay at near 0% beyond 2023 as the Fed can allow faster growth and higher inflation. Given the better-than-expected economic recovery pace so far, the Fed’s updated projections improved in growth and unemployment forward but still portrayed a drawn-out recovery. Locally, the San Joaquin Valley area experienced a decrease in unemployment rates (San Joaquin County: 11.4%; City of Lathrop: 8.5%). Unemployment rates have quickly surpassed previously forecasted levels due to the COVID-19 pandemic, caution is key to carry out with the business demands of the City.

I certify that all of the investments reported herein are in accordance with the "City of Lathrop Investment Policy" adopted on November 5, 2012, with the Government Code, and other contractual agreements. I further certify the investments reported herein provide for the ability of the City to meet cash flow needs for the next six months.



 Stephen Salvatore
 City Manager



 Cari James
 Director of Finance

TABLE: 2
CITY OF LATHROP
Summary of All Investments
As of September 30, 2020

City Held Investments				
	Recorded Value	Current Yield	Percent of Portfolio	Market Value
Local Agency Investment Fund	\$ 53,606,628	0.228%	51.23%	\$ 53,606,628
Wells Fargo Money Market Mutual Funds	\$ 2,885,959	0.000%	2.76%	\$ 2,885,959
California Asset Management Program	\$ 10,247,934	0.510%	9.79%	\$ 10,247,934
Total Investments Held by the City (1)	\$ 66,740,521	0.261%	63.78%	\$ 66,740,521
Trustee Held Investments				
	Recorded Value	Current Yield	Percent of Portfolio	Market Value
Union Bank	\$ 3,598,329	0.027%	3.44%	\$ 3,598,329
UMB Bank	\$ 683,031	0.000%	0.65%	\$ 683,031
US Bank	\$ -	0.025%	0.00%	\$ -
SJ County Pooled Funds	\$ 282,402	0.260%	0.27%	\$ 282,402
PFM Asset Management	\$ 32,847,757	1.340%	31.39%	\$ 32,847,757
BBVA Compass Bank	\$ 490,604	0.230%	0.47%	\$ 490,604
Total Investments Held by Trustees (2)	\$ 37,902,123	0.008%	36.22%	\$ 37,902,123
Total City & Trustee Held Investments & Cash				
	Recorded Value	Current Yield	Percent of Portfolio	Market Value
Investments Held by the City and Trustees	\$ 104,642,644	0.169%	100.00%	\$ 104,642,644
Cash in Checking Accounts - Recorded Value	\$ 72,209,941			
Total Cash and Investments	\$ 176,852,585			
Weighted Average Maturity of Portfolio (days): 1				
One month benchmark for U.S. Treasuries: 0.02%				
Three month benchmark for U.S. Treasuries: 0.03%				

Notes:

(1) See Table: 4 for detailed investments held by the City.

(2) See Table: 5 for detailed investments held by Trustees.

TABLE: 3
CITY OF LATHROP
Investments Cash Flow Analysis
As of September 30, 2020

Investments Held by the City	Prior Month Recorded Value	Purchased (Buy)	Redeemed (Sell)	Current Month Recorded Value
Local Agency Investment Fund (1)	\$ 53,606,628	-	-	\$ 53,606,628
Wells Fargo Money Market Mutual Funds (2)	\$ 2,885,934	25	-	\$ 2,885,959
California Asset Management Program	\$ 10,245,632	2,302	-	\$ 10,247,934
Total Investments Held by the City	\$ 66,738,194	2,327	-	\$ 66,740,521

Investments Held by Trustees	Prior Month Recorded Value	Purchased (Buy)	Redeemed (Sell)	Current Month Recorded Value
BBVA Compass Bank	\$ 490,239	365	-	\$ 490,604
SJ County Pooled Funds	\$ 282,402	-	-	\$ 282,402
UMB Bank	\$ 2,080,152	4	(1,397,125)	\$ 683,031
Union Bank (3)	\$ 5,166,130	1,277,387	(2,845,188)	\$ 3,598,329
PFM Asset Management	\$ 32,757,813	2,998,512	(2,908,567)	\$ 32,847,757
Total Investments Held by Trustees	\$ 40,776,736	\$ 4,276,268	\$ (7,150,880)	\$ 37,902,123

Total Cash in Checking Accounts Held by the City (2)	\$ 69,662,542	8,857,198	(6,309,799)	\$ 72,209,941
Total Cash and Investments Held by the City and Trustees	\$ 177,177,472	\$ 13,135,792	\$ (13,460,679)	\$ 176,852,585

Notes:

(1) LAIF interest income is paid quarterly (Mar/Jun/Sept/Dec) and received in the following month (Apr/Jul/Oct/Jan).

(2) Property Tax, Building permit revenue, TOT, Developer payments, and Utility payments; nonrecurring expenses paid during the month: General government, Parks, Streets, Wastewater, and Water CIPs; also, recurring expenses: Park & street landscape maintenance, and water treatment services; lastly, intergovernmental payments and transfers: Police Services expenses, and SSJID SCSWSP O & M expenses.

(3) Interest earnings, debt service payments.

TABLE: 4
CITY OF LATHROP
Investments Held by City - Detail
As of September 30, 2020

Agency (Broker)	Investment Description	Coupon Rate	Yield to Maturity	Purchase Date	Maturity Date	Market Value (No Accruals)	Recorded Value
Local Agency Investment Fund							
	Money Market Fund City Acct No. 98-39-437	N/A	0.257%	Varies	On Demand	53,606,628	53,606,628
						\$ 53,606,628	\$ 53,606,628
Wells Fargo Mutual Funds							
	Money Market Mutual Fund City Acct No. 12641627	N/A	0.000%	Varies	On Demand	2,885,959	2,885,959
						\$ 2,885,959	\$ 2,885,959
Califorina Asset Management Program							
	Liquidity Account No. 6084-001	N/A	0.510%	Varies	On Demand	10,247,934	10,247,934
						\$ 10,247,934	\$ 10,247,934
TOTAL INVESTMENTS HELD BY CITY						\$ 66,740,521	\$ 66,740,521

TABLE: 5
CITY OF LATHROP
Investments Held by Trustee - Detail
As of September 30, 2020

Investment Description	Acct Number	Coupon Rate	CUSIP	Current Yield	Purchase Date	Maturity Date	Value	Recorded Value
Investments Held by Union Bank by Account								
<i>03-1 Series 2015 - Mossdale Village Assessment District</i>								
Mossdale Village Assessment Dist. No. 03-1 Series 2015 - Redemption Fund	6712138601			0.010%	10/18/05	On Demand	\$ 33	\$ 33
Mossdale Village Assessment Dist. No. 03-1 Series 2005/2015 - Reserve Fund	6712138602			0.010%	10/18/05	On Demand	\$ 240,187	\$ 240,187
<i>2000 North Harlan Improvement District 99-01</i>								
Money Market - Reserve Account	6711651103			0.010%	7/12/00	On Demand	\$ 91,068	\$ 91,068
Money Market - Redemption Account	6711651101			0.010%	7/12/00	On Demand	\$ 1	\$ 1
<i>2003-2A Lathrop CFD</i>								
Money Market- Interest Account	6711720001			0.010%	12/12/03	On Demand	\$ 4	\$ 4
Money Market-Reserve Account	6711712200			0.010%	12/12/03	On Demand	\$ -	\$ -
LAIF - Interest Account	6711720002			0.257%	03/19/03	On Demand	\$ 716,900	\$ 716,900
<i>CDPH/CDWR - SRF Loan</i>								
Agreement Account	6711908800			0.000%	12/22/10	On Demand	\$ 17	\$ 17
Agreement Account - Reserve Fund	6711908801			0.000%	12/22/10	On Demand	\$ 599,676	\$ 599,676
<i>2013-1 Mossdale Village</i>								
2013-1 Refunding Improvement Bonds	6712076900			0.000%	10/01/13	On Demand	\$ -	\$ -
2013-1 Refunding Improvement Bonds	6712076901			0.000%	10/01/13	On Demand	\$ 5	\$ 5
2013-1 Refunding Improvement Bonds	6712076903			0.000%	10/01/13	On Demand	\$ 946,095	\$ 946,095
<i>2013-1 Special Tax Bonds</i>								
2013-1 Mossdale Special Tax	6712076801			0.000%	10/01/13	On Demand	\$ 3	\$ 3
2013-1 Mossdale Special Tax	6712076803			0.000%	10/01/13	On Demand	\$ -	\$ -
2013-1 Mossdale Special Tax	6712076804			0.000%	10/01/13	On Demand	\$ 262,600	\$ 262,600
2013-1 Mossdale Special Tax	6712076806			0.000%	10/01/13	On Demand	\$ 75	\$ 75
<i>2015 Crossroads Series B</i>								
2015 Crossroads Series B - LOIB RDP	6712138801			0.000%	09/01/15	On Demand	\$ -	\$ -
2015 Crossroads Series B - LOIB Reserve	6712138803			0.000%	09/01/15	On Demand	\$ 741,269	\$ 741,269
2015 Crossroads Series B - Cost of Issuance	6712138804			0.000%	09/01/15	On Demand	\$ -	\$ -
2015 Crossroads Series B - Improvements	6712138805			0.000%	09/01/15	On Demand	\$ 396	\$ 396
2015 Crossroads Series B - COI Custodian Agreement	6712198801			0.000%	09/01/15	On Demand	\$ -	\$ -
Total Investments Held by Trustee - Union Bank							\$ 3,598,329	\$ 3,598,329
Investments Held by BBVA Compass Bank by Account								
<i>2012 Water Loan (Refunding of 2000 Water COPs)</i>								
Certificate of Deposit - Reserve Fund		N/A		0.090%	5/22/19	5/21/21	\$ 490,604	\$ 490,604
Total Investments Held by Trustee - BBVA Compass Bank							\$ 490,604	\$ 490,604

TABLE: 5
CITY OF LATHROP
Investments Held by Trustee - Detail
As of September 30, 2020

Investment Description	Acct Number	Coupon Rate	CUSIP	Current Yield	Purchase Date	Maturity Date	Value	Recorded Value
Investments Held by UMB Bank by Account								
2006-1 Central Lathrop Phase I Infrastructure CFD								
Special Tax Fund	141226.1	N/A		0.000%	09/12/06	On Demand	\$ -	\$ -
Interest Fund	141226.2	N/A		0.000%	09/12/06	On Demand	\$ -	\$ -
Principal	141226.3	N/A		0.001%	08/26/10	On Demand	\$ -	\$ -
Redemption	141226.4	N/A		0.001%	08/26/10	On Demand	\$ -	\$ -
TTEE Fee & Comp Exp	141226.5	N/A		0.002%	09/12/06	On Demand	\$ -	\$ -
Reserve Fund	141226.6	N/A		0.000%	09/12/06	On Demand	\$ -	\$ -
Improvement Fund	141226.7	N/A		0.000%	09/12/06	On Demand	\$ -	\$ -
2018-1 Central Lathrop CFD								
Improvement Area 1 - Admin Expense Reserve Fund	149232.1	N/A		0.000%	02/01/19	On Demand	\$ 40,180	\$ 40,180
Other Improvement Areas - Admin Expense Reserve Fund	149232.2	N/A		0.000%	02/01/19	On Demand	\$ 160,723	\$ 160,723
Improvement Area 1 - Principal Account	149232.3	N/A		0.000%	02/01/19	On Demand	\$ 1	\$ 1
Improvement Area 1 - Redemption Account	149232.4	N/A		0.000%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 1 - Interest Account	149232.5	N/A		0.000%	02/01/19	On Demand	\$ 35	\$ 35
Improvement Area 1 - Admin Expense Account	149232.6	N/A		0.000%	02/01/19	On Demand	\$ 24,054	\$ 24,054
Improvement Area 1 - Reserve Fund	149232.7	N/A		0.000%	02/01/19	On Demand	\$ 119,283	\$ 119,283
Improvement Area 1 - Surplus Fund	149232.8	N/A		0.000%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 2 - Principal Account	149265.1	N/A		0.000%	02/01/19	On Demand	\$ 1	\$ 1
Improvement Area 2 - Redemption Account	149265.2	N/A		0.000%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 2 - Interest Account	149265.3	N/A		0.000%	02/01/19	On Demand	\$ 22	\$ 22
Improvement Area 2 - Admin Expense Account	149265.4	N/A		0.000%	02/01/19	On Demand	\$ 24,231	\$ 24,231
Improvement Area 2 - Reserve Fund	149265.5	N/A		0.000%	02/01/19	On Demand	\$ 56,418	\$ 56,418
Improvement Area 2 - Surplus Fund	149265.6	N/A		0.000%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 3 - Principal Account	149267.1	N/A		0.000%	02/01/19	On Demand	\$ 1	\$ 1
Improvement Area 3 - Redemption Account	149267.2	N/A		0.000%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 3 - Interest Account	149267.3	N/A		0.000%	02/01/19	On Demand	\$ 44	\$ 44
Improvement Area 3 - Admin Expense Account	149267.5	N/A		0.000%	02/01/19	On Demand	\$ 23,297	\$ 23,297
Improvement Area 3 - Reserve Fund	149267.6	N/A		0.000%	02/01/19	On Demand	\$ 155,582	\$ 155,582
Improvement Area 3 - Surplus Fund	149267.7	N/A		0.000%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 4 - Principal Account	149268.1	N/A		0.000%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 4 - Redemption Account	149268.2	N/A		0.000%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 4 - Interest Account	149268.3	N/A		0.000%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 4 - Admin Expense Account	149268.4	N/A		0.000%	02/01/19	On Demand	\$ 24,779	\$ 24,779
Improvement Area 4 - Reserve Fund	149268.5	N/A		0.000%	02/01/19	On Demand	\$ 21,467	\$ 21,467
Improvement Area 4 - Surplus Fund	149268.6	N/A		0.000%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 5 - Principal Account	149269.1	N/A		0.000%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 5 - Redemption Account	149269.2	N/A		0.000%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 5 - Interest Account	149269.3	N/A		0.000%	02/01/19	On Demand	\$ 12	\$ 12
Improvement Area 5 - Admin Expense Account	149269.4	N/A		0.000%	02/01/19	On Demand	\$ 25,214	\$ 25,214

TABLE 5
CITY OF LATHROP
Investments Held by Trustee - Detail
As of September 30, 2020

Investment Description	Acct Number	Coupon Rate	CUSIP	Current Yield	Purchase Date	Maturity Date	Value	Recorded Value
Improvement Area 5 - Reserve Fund	149269.5				02/01/19	On Demand	5,243	\$ 5,243
Improvement Area 5 - Surplus Fund	149269.6				02/01/19	On Demand	-	\$ -
2018-2 Central Lathrop CFD								
Special Tax Fund	149261.1	N/A		0.000%	02/01/19	On Demand	2,443	\$ 2,443
Surplus Fund	149261.2	N/A		0.000%	02/01/19	On Demand	-	\$ -
Total Investments Held by Trustee - UMB Bank							\$ 683,031	\$ 683,031
Investments Held by San Joaquin County by Account								
Sanitary Sewer Assessment District #1								
Pooled Funds - Redemption Account	Fund 57961	N/A		0.260%	10/1/87	On Demand	282,402	\$ 282,402
Total Investments Held by Trustee - San Joaquin County							\$ 282,402	\$ 282,402
Investments Held by PFM Asset Management by Account								
PFM Asset Management								
Money Market Fund	20260109				AAAmm		12,011	\$ 12,011
US Treasury Bond / Note								
US Treasury Notes	912828D72			2.00%	09/02/14	08/31/21	549,197	\$ 549,197
US Treasury Notes	912828D72			2.00%	09/02/14	08/31/21	991,605	\$ 991,605
US Treasury N/B	9128285A4			2.75%	09/17/18	09/15/21	512,422	\$ 512,422
US Treasury Notes	912828T67			1.25%	10/31/16	10/31/21	688,181	\$ 688,181
US Treasury Notes	9128285L0			2.88%	11/15/18	11/15/21	772,969	\$ 772,969
US Treasury Notes	912828U65			1.75%	11/30/16	11/30/21	1,018,750	\$ 1,018,750
US Treasury Notes	9128285V8			2.50%	01/15/19	01/15/22	242,160	\$ 242,160
US Treasury Notes	9128285V8			2.50%	01/15/19	01/15/22	772,852	\$ 772,852
US Treasury Notes	912828V72			1.88%	01/31/17	01/31/22	895,234	\$ 895,234
US Treasury Notes	912828V72			1.88%	01/31/17	01/31/22	1,355,641	\$ 1,355,641
US Treasury Notes	9128286C9			2.50%	02/15/19	02/15/22	154,852	\$ 154,852

TABLE: 5
CITY OF LATHROP
Investments Held by Trustee - Detail
As of September 30, 2020

Investment Description	Acct Number	Coupon Rate	CUSIP	Current Yield	Purchase Date	Maturity Date	Value	Recorded Value
US Treasury Notes	912828W55			1.88%	02/28/17	02/28/22	\$ 307,359	\$ 307,359
US Treasury Notes	9128286M7			2.25%	04/15/19	04/15/22	\$ 206,500	\$ 206,500
US Treasury Notes	912828WZ9			1.75%	04/30/15	04/30/22	\$ 1,025,469	\$ 1,025,469
US Treasury Notes	9128282P4			1.88%	07/31/17	07/31/22	\$ 747,996	\$ 747,996
US Treasury Notes	9128282P4			1.88%	07/31/17	07/31/22	\$ 1,160,684	\$ 1,160,684
US Treasury Notes	912828YA2			1.50%	08/15/19	08/15/22	\$ 871,781	\$ 871,781
US Treasury Notes	9128282S8			1.63%	08/31/17	08/31/22	\$ 282,820	\$ 282,820
US Treasury Notes	9128282S8			1.63%	08/31/17	08/31/22	\$ 899,883	\$ 899,883
US Treasury Notes	912828YK0			1.38%	10/15/19	10/15/22	\$ 768,867	\$ 768,867
US Treasury Notes	912828Z29			1.50%	01/15/20	01/15/23	\$ 1,030,938	\$ 1,030,938
US Treasury Notes	912828P38			1.75%	02/01/16	01/31/23	\$ 544,606	\$ 544,606
US Treasury Notes	912828O29			1.50%	03/31/16	03/31/23	\$ 1,705,430	\$ 1,705,430
US Treasury N/B	912828ZP8			0.125%	05/15/20	05/15/23	\$ 724,547	\$ 724,547
US Treasury Subtotal:							\$ 18,230,742	\$ 18,230,742
Supra-national Agency Bond / Note								
Int'l BK Recon & Develop SN Note	459058GU1			2.125%	05/29/19	07/01/22	\$ 309,838	\$ 309,838
Inter-American Devel BK Corporate Notes	4581X0DM7			0.500%	04/24/20	5/24/23	\$ 326,910	\$ 326,910
Supra-National Agency Subtotal							\$ 636,748	\$ 636,748
Federal Agency Bond/Note								
Federal Home Loan Banks Agcy	3130AGLD5			1.88%	06/07/19	07/07/21	\$ 243,208	\$ 243,208
Federal Home Loan Banks Agcy	3130AF5B9			3.00%	10/12/18	10/12/21	\$ 437,500	\$ 437,500
Fannie Mae Notes	3135G0U92			2.65%	01/11/19	01/11/22	\$ 309,503	\$ 309,503
Fannie Mae Notes	3135G0U92			2.65%	01/11/19	01/11/22	\$ 309,503	\$ 309,503
Federal Farm Credit Banks Notes	3133ELTN4			0.530%	03/18/20	01/18/22	\$ 653,260	\$ 653,260
FFCB Note (Callable)	3133ELVV3			0.950%	04/08/20	04/08/22	\$ 450,068	\$ 450,068
Federal Farm Credit Banks Notes	3133ELWBD			0.375%	04/08/20	04/08/22	\$ 501,685	\$ 501,685
Federal Farm Credit Banks Notes	3133ELYR9			0.250%	05/06/20	05/06/22	\$ 651,111	\$ 651,111
Federal Home Loan Banks Notes	3130AJPU7			0.250%	06/12/20	06/03/22	\$ 626,118	\$ 626,118
Fannie Mac Notes	3134GVJ66			0.250%	06/12/20	06/03/22	\$ 801,443	\$ 801,443
Federal Home Loan Banks Agcy	313379O69			2.125%	06/01/12	06/10/22	\$ 645,924	\$ 645,924
Fannie Mac Notes	3137EAET2			0.125%	07/23/20	07/25/22	\$ 399,798	\$ 399,798
Fannie Mae Notes	3135G0W33			1.375%	09/06/19	09/06/22	\$ 629,363	\$ 629,363
Federal Home Loan Banks Notes	3130AJ7E3			1.375%	02/21/20	02/17/23	\$ 560,093	\$ 560,093
Fannie Mac Notes	3137EAEC8			0.375%	04/20/20	04/20/23	\$ 602,415	\$ 602,415
Fannie Mac Notes	3137EAER6			0.375%	05/07/20	05/05/23	\$ 572,331	\$ 572,331
Fannie Mae Notes	3135G04Q3			0.250%	05/22/20	05/22/23	\$ 650,568	\$ 650,568
Fannie Mac Notes	3134GVR67			0.500%	06/16/20	06/16/23	\$ 501,009	\$ 501,009
Fannie Mac Notes	3137EAES4			0.250%	06/26/20	06/26/23	\$ 880,556	\$ 880,556
Fannie Mae Notes	3135G05G4			0.250%	07/10/20	07/10/23	\$ 925,593	\$ 925,593
Fannie Mae Notes (Callable)	3135G05R0			0.300%	08/10/20	08/10/23	\$ 400,210	\$ 400,210
Fannie Mac Notes	3137EAEV7			0.250%	08/21/20	08/24/23	\$ 650,435	\$ 650,435
Fannie Mac Notes	3137EAEW5			0.250%	09/04/20	09/08/23	\$ 415,160	\$ 415,160

TABLE: 5
CITY OF LATHROP
Investments Held by Trustee - Detail
As of September 30, 2020

Investment Description	Acct Number	Coupon Rate	CUSIP	Current Yield	Purchase Date	Maturity Date	Value	Recorded Value
Fannie Mae Notes			3137EAEW5	0.250%	09/04/20	09/08/23	\$ 500,193	\$ 500,193
Fannie Mac Notes			3137EAEW5	0.250%	09/04/20	09/08/23	\$ 560,216	\$ 560,216
Federal Agency Subtotal:							\$ 13,877,263	\$ 13,877,263
Interest								
Accrued Interest							\$ 90,994	\$ 90,994
Total Investments Held by Trustee -PFM Asset Management							\$ 32,847,757	\$ 32,847,757
* Investments made per CLSP Bond Indenture							\$ 37,902,123	\$ 37,902,123

**CITY MANAGER'S REPORT
NOVEMBER 9, 2020 CITY COUNCIL REGULAR MEETING****ITEM: ANNUAL REVIEW AND ADOPTION OF THE CITY'S
INVESTMENT POLICY****RECOMMENDATION: Adopt a Resolution Approving the Annual
Investment Policy for Fiscal Year 2020/21**

SUMMARY:

PFM Asset Management, LLC (PFM), the City's investment portfolio manager, has conducted its annual review of the City's Investment Policy to ensure compliance with investment regulatory agencies and the California Government Code. PFM recommends making a few changes to the policy to incorporate recent updates to the California Government Code. The proposed FY 2020/21 Investment Policy is attached (Attachment B).

Staff recommends the approval of the Investment Policy as presented by PFM to be in compliance with current investment regulations adopted by the California Government Code.

BACKGROUND:

PFM manages over \$118 billion for public entities nationwide and has a strong history of providing professionals dedicated to actively managing and supporting the administration of fixed-income operating funds, capital funds and reserves, and bond proceeds.

In 2015, Council approved a six-year contract with PFM to manage the City's investment portfolio. PFM is nationally recognized as one of the leading investment advisory organizations, specializing in providing services to the public sector. Some of the services PFM provides are:

- Review of the City's Investment Policy
- Cash flow analysis to determine current and future liquidity needs
- Develop and implement investment strategy

The investment policy serves as the foundation of the City's investment goals and priorities. An annual review assures that it continues to meet the City's goals and priorities for its portfolio. It contributes to the protection of the assets of the City. The approved investment policy demonstrates that the City Council is fiducially responsible, thereby; promoting trust and confidence from the public that it serves.

PFM has performed its annual review of the City's Investment Policy along with current state laws governing investment activities of local governments, and has recommended minor edits to bring the investment policy current with the California Government Code. PFM recommends updating Section 8: Authorized and Suitable Investments of the Investment Policy to align its language with the one used by the

CITY MANAGER'S REPORT **Page 2**
NOVEMBER 9, 2020 CITY COUNCIL REGULAR MEETING
ANNUAL REVIEW AND ADOPTION OF THE INVESTMENT POLICY FOR
FY2020/21

California Government Code due to the approval of Senate Bill 857 and Senate Bill 998.

The City's Policy currently has a 10% issuer limit on commercial paper and corporate notes; however, PFM has suggested the Policy language be edited. The changes are shown in the attached redlined version of the Policy. These edits conform to the new California Government Code language and clearly states that the issuer limit is applied regardless if the issuer is of the commercial paper or corporate note sector. The attached updated "Investment Policy" (Attachment B) incorporates the proposed changes as outlined above.

REASON FOR RECOMMENDATION:

The City's investment policy provides the Finance Department with direction as to the investment objectives of the governing body (in order of priority):

1. Safety – Preservation of the principal of invested funds
2. Liquidity – Ability to liquidate one or more of the City's investments if unexpected expenditures arise
3. Return – Attainment of a market rate of return

It also establishes standards approved by Council; concerning the prudent care of City invested funds, the ethics of the investment officer, and internal controls/reporting procedures.

In addition, the Government Finance Officers Association's (GFOA) Committee on Cash Management advocates the adoption of a municipal resolution that consists of; a legal list of allowable securities, a prudent investor clause and the mandatory enactment of written investment policies. An adopted investment policy, prudently followed by the investment officer, is favorably viewed by municipal credit rating agencies. The submitted resolution meets GFOA standards.

FISCAL IMPACT:

Review of the City's Investment Policy is a service provided within the scope of PFM's Council approved contract.

ATTACHMENTS:

- A. Resolution Approving the Annual Investment Policy for Fiscal Year 2020/21
- B. Investment Policy for Fiscal Year 2020/21
- C. Memorandum Summarizing Proposed Changes to the Investment Policy from PFM Asset Management, LLC.

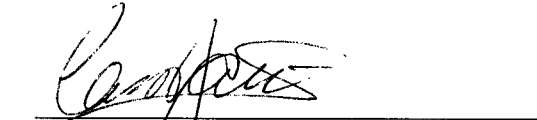
CITY MANAGER'S REPORT
NOVEMBER 9, 2020 CITY COUNCIL REGULAR MEETING
ANNUAL REVIEW AND ADOPTION OF THE INVESTMENT POLICY FOR
FY2020/21

APPROVALS:



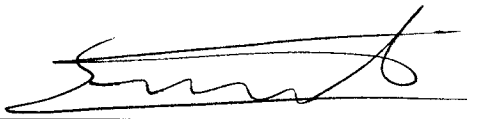
Thomas Hedegård
Deputy Finance Director

10/29/20
Date



Cari James
Director of Finance and Administrative
Services

10/29/2020
Date



Salvador Navarrete
City Attorney

11-2-2020
Date



Stephen J. Salvatore
City Manager

11-3-2020
Date

RESOLUTION NO. 20-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
APPROVING THE ANNUAL INVESTMENT POLICY FOR FISCAL YEAR
2020/21**

WHEREAS, Government Code § 53646(a) (1) of the State of California was amended to offer the suggestion, rather than the requirement, that local agencies file an annual investment policy; and

WHEREAS, the California Debt and Investment Advisory Commission highly recommends local agencies' legislative bodies adopt an annual investment policy to increase the policy's authority and legitimacy; and

WHEREAS, Staff recommends and the City Council desires to adopt the Fiscal Year 2020/21 Investment Policy with the suggested changes to bring the policy current with the California Government Code; and

WHEREAS, the Investment Policy for the City of Lathrop for Fiscal Year 2020/21 is attached as "Attachment B";

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop, does hereby authorize the Investment Policy for the City of Lathrop for Fiscal Year 2020/21.

The foregoing resolution was passed and adopted this 9th day of November, 2020, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

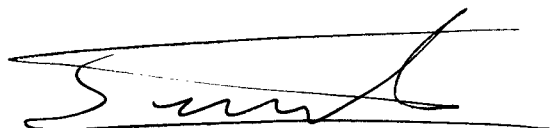
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

City of Lathrop

Investment Policy

City of Lathrop

Investment Policy

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1.0 POLICY

The City Council of the City of Lathrop, California (the City) has adopted this Investment Policy in order to establish the investment scope, objectives, delegation of authority, standards of prudence, reporting requirements, internal controls, eligible investments and transactions, diversification requirements, risk tolerance, and safekeeping and custodial procedures for the investment of the funds of the City. All City funds will be invested in accordance with this Investment Policy and with applicable sections of the California Government Code.

This Investment Policy was endorsed and adopted by the City Council of the City of Lathrop on November 9, 2020. It replaces any previous investment policy or investment procedures of the City.

2.0 SCOPE

This Investment Policy shall apply to all investment activities and financial assets of the City, as accounted for in the City's Comprehensive Annual Financial Report and which include the following:

- General Fund
- Special Revenue Funds
- Debt Service Funds
- Capital Project Funds
- Enterprise Funds
- Trust and Agency Funds

The provisions of this Investment Policy do not apply to those cash assets governed by bond indentures, bond resolutions, employee's retirement and deferred compensation funds, as those are administered separately.

3.0 PRUDENCE

The standard of prudence to be used for managing the City's investments shall be California Government Code Section 53600.3, the prudent investor standard, which states that "when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency."

The City's overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust. The City recognizes that no investment is totally without risk and that the investment activities of the City are a matter of public record. Accordingly, the City recognizes that occasional measured losses may occur in a diversified portfolio and shall be considered within the context of the overall portfolio's return, provided that adequate diversification has been implemented and that the sale of a security is in the best long-term interest of the City.

Individuals having investment responsibilities who act in accordance with written procedures and this Investment Policy and who exercise due diligence in performing their duties shall be relieved

of personal responsibility for an individual security's credit risk or market price changes, provided that deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

4.0 OBJECTIVES

The City's funds shall be invested in accordance with all applicable City municipal codes and applicable resolutions, California statutes, and Federal regulations, and in a manner designed to accomplish the following objectives, which are listed in priority order:

1. Preservation of capital and protection of investment principal.
2. Maintenance of sufficient liquidity to meet anticipated cash flows.
3. Attainment of a market value rate of return.
4. Diversification to avoid incurring unreasonable market risks.

5.0 DELEGATION OF AUTHORITY

Authority to manage the City's investment program is derived from the City of Lathrop Municipal Code, Title 2, Chapter 2.08, Section 2.08.010.F.2. and from California Government Code Section 53607. In exercise of that authority, the City Council has delegated responsibility for the investment program to the Treasurer. The City Manager, who serves as Treasurer, shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials. The City Manager may delegate investment decision making and execution authority to the City's Director of Finance and to other specifically authorized officers and employees. The Director of Finance shall maintain a list of persons authorized to transact securities business for the City. No person may engage in an investment transaction except as expressly provided under the terms of this Investment Policy.

The Director of Finance shall develop written administrative procedures and internal controls, consistent with this Investment Policy, for the operation of the City's investment program. Such procedures shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, or imprudent actions by employees of the City.

The Director of Finance shall establish a process for annual independent review of the City's investment program by an external auditor. This review will provide internal control by assuring compliance with policies and procedures.

The City may engage the support services of outside investment advisors in regard to its investment program, so long as it can be clearly demonstrated that these services produce a net financial advantage or necessary financial protection of the City's financial resources.

6.0 ETHICS AND CONFLICTS OF INTEREST

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the City's investment program, or that could impair their ability to make impartial decisions. Investment officials shall disclose any material interest in financial institutions that conduct business with the City. They shall further disclose any personal financial/investment positions that could be related to the performance of the City's investment portfolio. Employees and officers handling investment transactions shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City.

7.0 AUTHORIZED BROKER/DEALERS

The Director of Finance shall maintain a list of authorized broker/dealers approved for investment purposes, and it shall be the policy of the City to purchase securities only from those brokers and the firms they represent. Each approved broker/dealer must possess an authorizing certificate from the California Commissioner of Corporations as required by Section 25210 of the California Corporations Code.

The firms they represent must:

1. be recognized as a Primary Dealer by the Federal Reserve Bank of New York or have a primary dealer within their holding company structure, or
2. report voluntarily to the Federal Reserve Bank of New York, or
3. qualify under Securities and Exchange Commission (SEC) Rule 15c3-1 (Uniform Net Capital Rule).

Broker/dealers will be selected by the Director of Finance on the basis of their expertise in public cash management and their ability to provide services for the City's account.

Annually, each authorized broker/dealer shall submit a City approved Broker/Dealer Information Request form and the firm's most recent financial statements. The Director of Finance shall maintain a list of approved broker/dealers, along with each firm's most recent Broker/Dealer Information Request form.

The City may purchase commercial paper from direct issuers even though they are not on the approved broker/dealer list as long as they meet the criteria outlined in Item 8.6 of the Authorized and Suitable Investments section of this Investment Policy.

Broker/dealers or municipal securities dealers, that have made political contributions to any member of the City Council or to any candidate for that office, in amounts exceeding the limits set forth in Rule G-37 of the Municipal Securities Rulemaking Board, are prohibited from serving as a City approved broker/dealer for a period of two years following such contributions.

If the City engages the support services of an outside investment advisor, the advisor is authorized to transact with its broker/dealer relationships on behalf of the City.

8.0 AUTHORIZED AND SUITABLE INVESTMENTS

All investments and deposits of the City shall be made in accordance with California Government Code Sections 16429.1, 53600-53609 and 53630-53686, except that reserve funds from the proceeds of debt issues may be invested in permitted investments specified in the indenture of the debt issue.

The City has further restricted authorized investments to the following:

8.1 Government Obligations

As authorized in Government Code Sections 53601(a) through (e), this category includes a wide variety of government securities. There are no portfolio limitations on the amount; however, the maturity term of these investment vehicles may not exceed five years from the date of trade settlement unless approved by the City Council. These securities include the following:

8.1.a. United States Treasury bills, notes, bonds, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest with a final maturity not exceeding five years from the date of trade settlement.

8.1.b. Federal Agency mortgage backed securities and debentures with a final maturity not exceeding five years from the date of trade settlement.

8.1.c. Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises with a final maturity not exceeding five years from the date of trade settlement.

8.2 State and Local Agency Obligations

8.2.a. Obligations of the State of California and any local agency within California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency or of the state with a final maturity not exceeding five years from the date of trade settlement, and rated in a rating category of "A" or the equivalent or better by a Nationally Recognized Statistical Rating Organization (NRSRO) at the time of purchase. The aggregate investment in state and local agency obligations shall not exceed 30% of the City's total portfolio.

8.2.b. Registered treasury notes or bonds of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California with a final maturity not exceeding five years from the date of trade settlement, and rated in a rating category of "A" or the equivalent or better by a Nationally Recognized Statistical Rating Organization (NRSRO) at the time of purchase. The aggregate investment in state and local agency obligations shall not exceed 30% of the City's total portfolio.

8.3 Medium-Term Notes

Medium-Term Notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States, with a final maturity not exceeding five years from the date of trade settlement, and rated in a rating category of "A" or the equivalent or better by a NRSRO at the time of purchase. No more than 10% of the City's total portfolio shall be invested in medium-term notes and the commercial paper of any one issuer, and the aggregate investment in medium-term notes shall not exceed 30% of the City's total portfolio. In addition, AAA rated FDIC-guaranteed corporate bonds are herein authorized, within the aforementioned diversification and maturity requirements.

8.4 Negotiable Certificates of Deposit

Negotiable Certificates of Deposit with a maturity not exceeding five years from the date of trade settlement, issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank. Certificates of Deposits may be purchased only from financial institutions that meet the criteria set forth in the section of this Investment Policy, "Selection of Depositories." Investment in negotiable Certificates of Deposit shall not exceed 30% of the City's total portfolio.

8.5 Non-negotiable Certificates of Deposit

Non-negotiable Certificates of Deposit with a maturity not exceeding five years from the date of trade settlement, in FDIC insured state or nationally chartered banks or savings banks, subject to the limitations of California Government Code Section 53638. Amounts in excess of FDIC insurance coverage shall be secured in accordance with California Government Code Section 53652. Certificates of Deposits may be purchased only from financial institutions that meet the criteria set forth in the section of this Investment Policy, "Selection of Depositories." Investment in non-negotiable Certificates of Deposit shall not exceed 30% of the City's total portfolio.

8.6 Commercial Paper

Prime Commercial Paper with a maturity not exceeding 270 days from the date of trade settlement with the highest ranking or of the highest letter and number rating as provided for by a NRSRO. The entity that issues the commercial paper shall meet all of the following conditions in either sub-paragraph A. or sub-paragraph B. below:

A. The entity shall (1) be organized and operating in the United States as a general corporation, (2) have total assets in excess of \$500,000,000 and (3) have debt other than commercial paper, if any, that is rated in a rating category of "A" or the equivalent or higher by a NRSRO.

B. The entity shall (1) be organized within the United States as a special purpose corporation, trust, or limited liability company, (2) have program-wide credit enhancements, including, but not limited to, over collateralization, letters of credit or surety bond and (3) have commercial paper that is rated "A-1" or higher, or the equivalent, by a NRSRO.

No more than 10% of the City's total portfolio shall be invested in the commercial paper and corporate notes of any one issuer, and the aggregate investment in commercial paper shall not exceed 25% of the City's total portfolio.

8.7 Banker's Acceptances

Eligible Banker's Acceptances with a maturity not exceeding 180 days from the date of trade settlement, drawn on or accepted by a FDIC insured commercial bank with combined capital and surplus of at least \$250 million, whose senior long-term debt is rated in a rating category of "A" or the equivalent or better by a NRSRO at the time of trade settlement. No more than 30% of the City's total portfolio shall be invested in banker's acceptances of any one issuer, and the aggregate investment in banker's acceptances shall not exceed 40% of the City's total portfolio.

8.8 Repurchase Agreements

Repurchase Agreements with a final termination date not exceeding 30 days collateralized by U.S. Treasury obligations, Federal Agency securities, or Federal Instrumentality securities listed in Section 8.1 above with the maturity of the collateral not exceeding five years. For the purpose of this section, the term collateral shall mean purchased securities under the terms of the City's approved Master Repurchase Agreement. The purchased securities shall have a minimum market value including accrued interest of 102% of the dollar value of the funds borrowed. Collateral shall

be held in the City's custodian bank, as safekeeping agent, and the market value of the collateral securities shall be marked-to-the-market daily.

Repurchase Agreements shall be entered into only with broker/dealers who are recognized as Primary Dealers with the Federal Reserve Bank of New York, or with firms that have a Primary Dealer within their holding company structure. Primary Dealers approved as Repurchase Agreement counterparties shall have a short-term credit rating of at least A-1 or the equivalent and a long-term credit rating in a rating category of "A" or the equivalent or better. Repurchase agreement counterparties shall execute a City approved Master Repurchase Agreement with the City. The Director of Finance shall maintain a copy of the City's approved Master Repurchase Agreement along with a list of the broker/dealers who have executed same. There are non portfolio limits for repurchase agreements.

8.9 Money Market Funds

Money Market Funds registered under the Investment Company Act of 1940 that (1) are "no-load" (meaning no commission or fee shall be charged on purchases or sales of shares); (2) have a constant net asset value per share of \$1.00; (3) invest only in the securities and obligations authorized in the applicable California statutes and (4) have a rating of AAAM or the equivalent by not less than two NRSROs. The combined investment in money market funds and mutual funds shall not exceed 20% of the City's total portfolio.

8.10 Mutual Funds

Mutual Funds registered under the Investment Company Act of 1940 which (1) are "no-load" (meaning no commission or fee shall be charged on purchases or sales of shares); (2) invest in the securities and obligations authorized in the applicable California statutes and (3) have a rating of AAAM or the equivalent by not less than two NRSROs. No more than 10% of the City's total portfolio may be invested in mutual funds of any one issuer, and the combined investment in mutual funds and money market funds shall not exceed 20% of the City's total portfolio.

8.11 Local Agency Investment Fund

State of California's Local Agency Investment Fund (LAIF), pursuant to California Government Code Section 16429.1.

8.12 Shares of beneficial interest issued by a joint powers authority

Shares of beneficial interest issued by a joint powers authority organized pursuant to Section 6509.7 that invests in the securities and obligations authorized in California Government Code Section 53601 subdivisions (a) to (q), inclusive. Each share shall represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria:

- (1) The adviser is registered or exempt from registration with the Securities and Exchange Commission.
- (2) The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (q), inclusive.

(3) The adviser has assets under management in excess of five hundred million dollars (\$500,000,000).

8.13 Supranational Debt

United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated in a rating category of "AA" or the equivalent or better by an NRSRO and shall not exceed 30% of the City's total portfolio.

8.14 Allowable Investment Vehicles

It is the intent of the City that the foregoing list of authorized securities and transactions is strictly interpreted. Any deviation from this list must be approved in advance by the City Council.

The City may, from time to time issue bonds, the proceeds of which must be invested to meet specific cash flow requirements. In such circumstances the reinvestment of debt issuance or related reserve funds will be governed by the bond documents and may deviate from the provisions of this Investment Policy.

9.0 COMPETITIVE TRANSACTIONS

Each investment transaction shall be competitively transacted with authorized broker/dealers. At least three broker/dealers shall be contacted for each transaction and their bid and offering prices shall be recorded.

If the City is offered a security for which there is no other readily available competitive offering, then the Director of Finance will document quotations for comparable or alternative securities.

10.0 SELECTION OF DEPOSITORIES

To be eligible for designation to provide depository and other banking services or for an institution's certificates of deposit to be eligible for purchase, a bank or savings bank must be a member of the Federal Deposit Insurance Corporation and shall qualify as a depository of public funds in the State of California as defined in California Government Code Section 53630.

11.0 SAFEKEEPING AND CUSTODY

The Director of Finance shall select one or more banks to provide third party safekeeping and custodial services for the City, in accordance with the provisions of Section 53608 of the California Government Code. A Safekeeping Agreement approved by the City shall be executed with each custodian bank prior to utilizing that bank's safekeeping services. Custodian banks will be selected on the basis of their ability to provide services for the City's account and the competitive pricing of their safekeeping related services.

The purchase and sale of securities and repurchase agreement transactions shall be settled on a delivery versus payment basis. Title to all securities shall be perfected in the name of the City. Sufficient evidence to title shall be consistent with modern investment, banking and commercial practices.

All investment securities, except Non-negotiable Certificates of Deposit, Money Market Funds, Mutual Funds, shares of beneficial interest issued by a joint powers authority, and LAIF, purchased by the City will be delivered by either book entry or physical delivery and will be held in third-party safekeeping by a City approved custodian bank, its correspondent bank or its Depository Trust Company (DTC) participant account.

All Fed wireable book entry securities owned by the City shall be held in the Federal Reserve System in a customer account for the custodian bank which will name the City as "customer."

All DTC eligible securities shall be held in the custodian bank's DTC participant account and the custodian bank shall provide evidence that the securities are held for the City as "customer."

All non-book entry (physical delivery) securities shall be held by the custodian bank or its correspondent bank and the custodian bank shall provide evidence that the securities are held by the bank for the City as "customer."

12.0 DIVERSIFICATION

The City will diversify its investments by security type and institution. With the exception of Government Obligations set forth in Section 8.1, Repurchase Agreements and LAIF, and notwithstanding the individual limitations set forth herein, no more than 50% of the City's total investment portfolio will be invested in a single security type or with a single financial institution.

13.0 MAXIMUM MATURITIES

To the extent possible, investments shall be matched with anticipated cash flow requirements and known future liabilities. With the exception of reserve funds, the City will not invest in securities maturing more than five years from the date of trade settlement, unless the City Council has by resolution granted authority to make such an investment at least three months prior to the date of investment.

Reserve funds may be invested in securities exceeding five years if the maturity of such investments is made to coincide as nearly as practicable with the expected use of the funds.

14.0 PERFORMANCE STANDARDS

The investment portfolio shall be designed to attain a market rate of return throughout budgetary and economic cycles, taking into account prevailing market conditions, risk constraints for eligible securities, and cash flow requirements. The performance of the City's investments shall be compared to the average yield on the U.S. Treasury security that most closely corresponds to the portfolio's weighted average effective maturity. When comparing the performance of the City's portfolio, its rate of return will be computed net of all fees and expenses.

15.0 REPORTING

The Director of Finance shall provide the City Council quarterly Investment Reports. The reports shall include the following on all invested monies:

1. Issuer name
2. Type of investment instrument
3. Purchase date
4. Maturity date
5. Weighted average maturity
6. Ending balances
7. Yield on cost
8. Weighted average yield
9. Benchmark suitable for weighted average maturity
10. Purchase Price
11. Market value
12. Percent of portfolio of each investment
13. Investments under the management of contracted parties
14. Statement of compliance with the investment policy
15. Statement of ability to meet obligations of next six months

16.0 INVESTMENT POLICY ADOPTION

This Investment Policy shall be adopted by resolution of the City Council. The policy will be reviewed by the City Council annually, and any modifications made thereto must be approved by the City Council.

GLOSSARY OF SELECTED TERMS

Benchmark

A passive index used to compare the performance, relative to risk and return, of an investor's portfolio.

Cash Flow

A comparison of cash receipts (revenues) to required payments (debt service, operating expenses, etc.).

Credit Risk

The chance that an issuer will be unable to make scheduled payments of interest and principal on an outstanding obligation. Another concern for investors is that the market's perception of a corporation's credit will cause the market value of a security to fall, even if default is not expected.

Credit Rating

Various alphabetical and numerical designations used by institutional investors, Wall Street underwriters, and commercial rating companies to give relative indications of bond and note creditworthiness. Standard & Poor's and Fitch Ratings use the same system, starting with their highest rating, of AAA, AA, A, BBB, BB, B, CCC, CC, C, and D for default. Moody's Investors Service uses Aaa, Aa, A, Baa, Ba, B, Caa, Ca, C, and D. Each of the services use pluses (+), minuses (-), or numerical modifiers to indicate steps within each category. The top four letter categories are considered investment grade ratings.

Duration

A measure of the timing of cash flows to be received from a security that provides the foundation for a measure of the interest rate sensitivity of a bond. Duration is an elasticity measure and represents the percentage change in price divided by the percentage change in interest rates. A high duration measure indicates that for a given level of movement in interest rates, prices of securities will vary considerably.

Fiduciary

An individual who holds something in trust for another and bears liability for its safekeeping.

Investment Oversight Committee

A committee of three to eleven members formed under *Government Code Section 27131* to monitor and review a county's investment policy by causing an annual audit and discussing its finding at an open meeting. Although cities and other local agencies are not required to compose an investment oversight committee, the State Legislature has declared that all local agencies "should participate in reviewing the policies that guide the investment of those funds."

Liquidity

The ease with which an investment may be converted to cash, either by selling it in the secondary market or by demanding its repurchase pursuant to a put or other prearranged agreement with the issuer or another party.

Liquidity Risk

The chance that a security, sold prior to maturity, will be sold at a loss of value. For a local agency, the liquidity risk of an individual investment may not be as critical as how the overall liquidity of the portfolio allows the agency to meet its cash needs.

Market Risk

The chance that the value of a security will decline as interest rates rise. In general, as interest rates fall, prices of fixed income securities rise. Similarly, as interest rates rise, prices fall. Market risk also is referred to as systematic risk or risk that affects all securities within an asset class similarly.

Maturity

The stated date on which all or a stated portion of the principal amount of a security becomes due and payable.

Net Present Value

An amount that equates future cash flows with their value in present terms.

Par Amount or Par Value

The principal amount of a note or bond which must be paid at maturity. Par, also referred to as the "face amount" of a security, is the principal value stated on the face of the security. A par bond is one sold at a price of 100 percent of its principal amount.

Pooled Investment

A market institution authorized under various sections of state law that represents the combined deposits of more than one local agency and pays returns based upon each local agency's share of investment in the pool.

Portfolio

The combined holdings of all investment assets held by an investor.

Principal Amount

The face amount or par amount of a bond or issue of bonds payable on stated dates of maturity.

Put

The ability of a holder of an investment security to sell at a specified time and for a specified price the security back to the issuer or prior holder.

Return

The principal plus interest on an investment or portfolio of investments. In certain unfavorable market environments or due to risk factors, income derived from principal and interest may be less than the original amount invested.

Risk

The uncertainty of maintaining the principal or interest associated with an investment due to a variety of factors.

Yield

For the purposes of this publication, return and yield are synonymous.

GLOSSARY OF INVESTMENT INSTRUMENTS

Asset-Backed Securities

Securities that are supported by pools of assets, such as installment loans or leases, or by pools of revolving lines of credits. Asset-backed securities are structured as trusts in order to perfect a security interest in the underlying assets.

Bank Note

A senior, unsecured, direct obligation of a bank or U. S. branch of a foreign bank.

Banker's Acceptance

Normally, a short-term bill of exchange that is accepted as payment by banks engaged in financing trade of physical assets or merchandise.

Bond

A debt obligation of a firm or public entity. A bond represents the agreement to repay the debt in principal and, typically, in interest on the principal.

Callable Security

An investment security that contains an option allowing the issuer to retire the security prior to its final maturity date.

Certificate of Deposit

A short-term, secured deposit in a financial institution that usually returns principal and interest to the lender at the end of the loan period. Certificates of Deposit (CDs) differ in terms of collateralization and marketability. Those appropriate to public agency investing include:

Negotiable Certificates of Deposit – Generally, short term debt instruments that usually pay interest and are issued by a bank, savings or federal association, state or federal credit union, or state-licensed branch of a foreign bank. The majority of negotiable CDs mature within six months while the average maturity is two weeks. Negotiable CDs are traded in a secondary market and are payable upon order to the bearer or initial depositor (investor).

Non-Negotiable Certificates of Deposit – CDs that carry a penalty if redeemed prior to maturity. A secondary market does exist for these non-negotiable CDs, but include a transaction cost that reduces returns to the investor. Non-negotiable CDs issued by banks and savings and loans are insured by the Federal Deposit Insurance Corporation up to the amount of \$250,000, including principal and interest. Amounts deposited above this amount may be secured with other forms of collateral through an agreement between the investor and the issuer. Collateral may include other securities including Treasuries or agency securities such as those issued by the Federal National Mortgage Association.

Commercial Paper

A short-term, unsecured promissory note issued by a large corporation.

Corporate Notes and Bonds

Debt instruments, typically unsecured, issued by corporations, with original maturities in most cases greater than one year and less than ten years.

Federal Agency and Instrumentality Obligations

Obligations issued by a government-sponsored entity or a federally regulated institution.

Mortgage Pass-Through Obligations

Securities that are created when residential mortgages (or other mortgages) are pooled together and undivided interests or participations in the stream of revenues associated with the mortgages are sold.

Municipal Notes, Bonds, and Other Obligations

Obligations issued by state and local governments to finance capital and operating expenses.

Notes

Debt obligations of a firm or public entity, usually maturing in less than ten years.

Repurchase Agreements

From the perspective of a local agency, the short term, often overnight, purchase of securities with an agreement to resell the securities at an agreed upon price.

Reverse Repurchase Agreements

Differs from a repurchase agreement in the sense that a reverse repurchase agreement is an agreement to sell securities in return for cash with an agreement to repurchase the securities at an agreed upon price.

State and Local Investment Pools

The combined deposits of state and local agencies organized and operated by a state treasurer or a local official. These pools operate much like a mutual fund, with local agencies investing money together in order to increase efficiency and reduce costs.

State Noted, Bonds, and Warrants

Obligations of the State of California or another state government with different maturity lengths.

Zero-Interest Bond

A bond on which interest is not payable until maturity (or earlier redemption), but compounds periodically to accumulate to a stated maturity amount. Zero-interest bonds are typically issued at a discount and repaid at par upon maturity.

Excerpted from Understanding Public Investment Reporting - A Handbook For Local Elected Officials, California Debt and Investment Advisory Commission, 2003.



October 21, 2020

Memorandum

To: Cari James, Finance Director
Thomas Hedegard, Accounting Manager
City of Lathrop

From: Monique Spyke, Managing Director
Allison Kaune, Senior Client Representative
PFM Asset Management LLC

Re: Investment Policy Review

PFM has completed its review of the Investment Policy (the "Policy") for the City of Lathrop (the "City"). The Policy is in compliance with the sections of the California Government Code (the "Code") that govern the investment of public funds. We are recommending a few edits to the Policy this year to address recent Code changes. Below we have provided information on the recent Code changes and their impact on the City's Policy. Attached is a redlined version of the Policy showing our recommended changes.

Assembly Bill 857

Assembly Bill No. 857, which took effect on January 1, 2020, provides for the establishment of public banks by local agencies, subject to approval by the Department of Business Oversight (DBO) and Federal Deposit Insurance Corporation (FDIC). As a part of this bill, subsection (r) was added to Code section 53601, which permits local agencies to invest in the commercial paper, debt securities, or other obligations of such public banks. At this time, we are not aware of any such public banks in existence.

We do not recommend that the City add this investment type as an authorized investment to its Policy at this time. We will continue to monitor any ongoing developments in this area, and if, at a later date, we feel it would be prudent for the City to add obligations of these public banks to its listing of authorized and suitable investments, we will make a formal recommendation at that time.

However, the addition of subsection (r) to Code 53601 impacted the language in Code Section 53601 (q), *Shares of beneficial interest issued by a joint powers authority*, an investment type currently allowed by the City's Policy, and we recommend the City edit its Policy to address this change, as shown in the attached redlined version of the Policy.



Senate Bill 998

Senate Bill No. 998, which is set to take effect on January 1, 2021 and shall be in effect until January 1, 2026, made a number of amendments to certain sections of the Code which govern the investment of public funds, including:

- Allowing local agencies that have more than \$100 million of investment assets under management to invest up to 40% in commercial paper (existing limit is 25% for all agencies, other a county and a city and county);
- Establishing a 10% issuer limit on commercial paper and corporate notes for all agencies, other than a county and a city and county;
- Allowing investment in securities issued or backed by the U.S. government that could result in zero or negative interest accrual if held to maturity; and
- Adds permission for federally recognized Indian tribes to invest and participate in investment JPAs.

The City has less than \$100 million of investment assets and so the first bullet does not apply. The City's Policy currently has a 10% issuer limit on commercial paper and corporate notes; however, we suggest the Policy language be edited, as shown in the attached redlined version of the Policy, so that it conforms to the new Code language and clearly states the issuer limit is applied regardless if the issuer is of the commercial paper or corporate note sector. Regarding bullet point three, the Policy currently does not explicitly prohibit investment in securities issued or backed by the U.S. government that could result in zero or negative interest accrual if held to maturity, therefore no changes need to be made to incorporate bullet point three. We think it is appropriate for the Policy to allow this investment type; while we hope we won't have to buy a security that results in zero or negative interest accrual, we think it is appropriate to have the option in case it is necessary. Finally, no changes need to be made to address bullet point four.

Please let us know if you have any questions and if you'd like to discuss our review further.
Thank you.

ITEM: **APPROVE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF LATHROP AND THE COUNTY OF SAN JOAQUIN REGARDING PARTICIPATION IN THE COUNTYWIDE UNIFIED MASS NOTIFICATION SYSTEM**

RECOMMENDATION: **Adopt Resolution Approving a Memorandum of Agreement Between the City of Lathrop and the County of San Joaquin Regarding Participation in the Countywide Unified Mass Notification System**

SUMMARY:

Tonight, staff is requesting City Council approval of a Memorandum of Agreement (MOA) between the City of Lathrop and the County of San Joaquin regarding participation in the Countywide Unified Mass Notification System (MNS). The purpose of the MOA is to establish mutually agreeable guidelines for allowing the City access to, and use of the County MNS system for important and emergency related public notifications. Non-emergency notifications are primarily intended for the dissemination of government or utility-related program information. The urgency, hazards, and topics of non-emergency messages will vary widely, and may include:

- Missing person notifications
- Non-emergency weather alerts
- Traffic problems
- Parking restrictions
- Street closures
- Water system issues
- Significant police or fire activity
- Public health concerns
- Crime information
- Notifications to update residents on important programs or special events

This list is not intended to be all-inclusive; however, use of MNS for the dissemination of the following types of messages is strictly prohibited:

- Any message of a commercial nature
- Advertising or solicitations
- Any message of a political nature
- Any non-official business (e.g., articles, sales, retirement announcements, etc.)

There is no cost to the City to participate at this time. The County will continue to pursue additional grant funding for the sustainment of the project beyond October 30, 2021.

CITY MANAGER'S REPORT **Page 2**
NOVEMBER 9, 2020 CITY COUNCIL REGULAR MEETING
MEMORANDUM OF AGREEMENT WITH THE COUNTY OF SAN JOAQUIN FOR
THE COUNTYWIDE UNIFIED MASS NOTIFICATION SYSTEM

BACKGROUND:

In 2019, San Joaquin County (SJC) obtained funding through the Homeland Security Grant Program to secure the Everbridge System service through October 30, 2021. The Everbridge System is an information delivery system intended to provide sufficient early warning in the event of an emergency and to deliver actionable information intended to enhance public safety. The purchase of this system was intended to strengthen the County's capability of maintaining effective, interoperable means of rapidly disseminating critical emergency information to those who live, work, or visit anywhere in San Joaquin County.

The term of the MOA will remain in force and effect until end of current contract, or until such time as:

- a) grant funding for the County MNS is reduced or discontinued;
- b) the Everbridge System is no longer used as the emergency notification system for the County and a replacement approved by Parties is not found;
- c) either Party provides sixty (60) days' written notification that they desire to terminate the MOA and withdraw from participation in MNS; or
- d) either Party provides written notification of a violation of the terms of the MOA and/or the Policy and the other Party does not cure the violation within ten (10) days.

The County will continue to pursue additional grant funding for the sustainment of the project beyond October 30, 2021. As long as grant funds continue to fund the total costs of the Everbridge System, the County will make this service available to all participating cities within the County at no additional cost.

If the grant funding should discontinue, the County will provide the City of Lathrop with the proportional cost of continuing to utilize the Everbridge System, and the City will have thirty (30) days in which to notify the County of its intent to participate. If the City elects to continue, the MOA will remain in place, and the County will bill the City for its proportional share. If the City declines to participate, the MOA will terminate at the conclusion of the thirty (30) day period.

REASON FOR RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to execute the Memorandum of Agreement between the City of Lathrop and the County of San Joaquin regarding the participation in the San Joaquin County Unified Mass Notification System. Staff believes the City would greatly benefit from participation in the MOA, as it would allow the City access to, and use of the County MNS system for important and emergency related public notifications.

CITY MANAGER’S REPORT **Page 3**
NOVEMBER 9, 2020 CITY COUNCIL REGULAR MEETING
MEMORANDUM OF AGREEMENT WITH THE COUNTY OF SAN JOAQUIN FOR
THE COUNTYWIDE UNIFIED MASS NOTIFICATION SYSTEM

FISCAL IMPACT:

There is no cost to the City at this time. The County will continue to pursue additional grant funding for the sustainment of the project beyond October 30, 2021. As long as grant funds continue to fund the total costs of the Everbridge System, the County will make this service available to all participating cities within the County at no additional cost.

If the grant funding should discontinue, the County will provide the City of Lathrop with the proportional cost of continuing to utilize the Everbridge System, and the City will have thirty (30) days in which to notify the County of its intent to participate. If the City elects to continue, the MOA will remain in place, and the County will bill the City for its proportional share. If the City declines to participate, the MOA will terminate at the conclusion of the thirty (30) day period.

Should the County provide a cost estimate, the cost would be proportionate to the population. Since this is a high priority project, the County is committed in seeking additional ongoing funding to continue to cover the cost of the system. However, for the purpose of providing an estimate of the funding plan, the table below depicts each city’s potential proportional share.

SJReady	Population	Percentage	Annual Cost
City of Escalon	7,449	1.00%	\$1,119.57
City of Lathrop	21,050	2.82%	\$3,163.77
City of Lodi	64,403	8.64%	\$9,679.62
City of Manteca	75,314	10.1%	\$11,319.52
City of Ripon	15,173	2.04%	\$2,280.47
City of Stockton	304,358	40.83%	\$45,744.31
City of Tracy	87,613	11.75%	\$13,168.03
County	170,064	22.81%	\$25,560.23
TOTAL	745,424	100.00%	\$112,035.52

Table 1: Based upon:
<https://www.sjcoq.org/383/Population#:~:text=Overview,United%20States%20as%20a%20whole>

ATTACHMENTS:

- A. Resolution Approving a Memorandum of Agreement Between the City of Lathrop and the County of San Joaquin Regarding Participation in the Countywide Unified Mass Notification System
- B. Draft Memorandum of Agreement with County of San Joaquin for Participation in the Countywide Unified Mass Notification System
- C. Draft San Joaquin County Office of Emergency Services Unified Notification System Policy

CITY MANAGER'S REPORT
NOVEMBER 9, 2020 CITY COUNCIL REGULAR MEETING
MEMORANDUM OF AGREEMENT WITH THE COUNTY OF SAN JOAQUIN FOR
THE COUNTYWIDE UNIFIED MASS NOTIFICATION SYSTEM

APPROVALS:



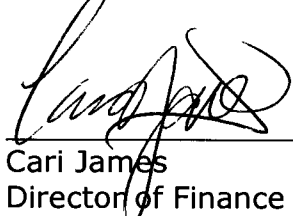
Teresa Vargas
City Clerk

11/4/2020
Date



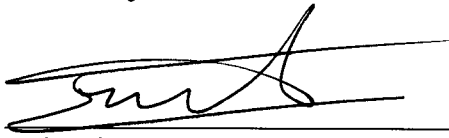
Tony Fernandes
Chief Information Officer

11-4-2020
Date




Cari James
Director of Finance

11-4-2020
Date



Salvador Navarrete
City Attorney

11-4-2020
Date



Stephen J. Salvatore
City Manager

11.4.2020
Date

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF LATHROP AND THE COUNTY OF SAN JOAQUIN REGARDING PARTICIPATION IN THE COUNTYWIDE UNIFIED MASS NOTIFICATION SYSTEM

WHEREAS, City Council approval of a Memorandum of Agreement (MOA) between the City of Lathrop and the County of San Joaquin regarding participation in the Countywide Unified Mass Notification System (MNS) is requested for approval;

WHEREAS, the purpose of the MOA is to establish mutually agreeable guidelines for allowing the City access to, and use of the County MNS system for important and emergency related public notifications; and

WHEREAS , San Joaquin County (SJC) obtained funding through the Homeland Security Grant Program to secure the Everbridge System service through October 30, 2021; and

WHEREAS, the Everbridge System is an information delivery system intended to provide sufficient early warning in the event of an emergency, and to deliver actionable information intended to enhance public safety; and

WHEREAS, the term of the MOA will remain in force and effect until end of current contract, or until such time as: (a) grant funding for the County MNS is reduced or discontinued; (b) the Everbridge System is no longer used as the emergency notification system for the County and a replacement approved by Parties is not found; (c) either Party provides sixty (60) days' written notification that they desire to terminate the MOA and withdraw from participation in MNS; or (d) either Party provides written notification of a violation of the terms of the MOA and/or the Policy and the other Party does not cure the violation within ten (10) days; and

WHEREAS, the County will continue to pursue additional grant funding for the sustainment of the project beyond October 30, 2021; and

WHEREAS, as long as grant funds continue to fund the total costs of the Everbridge System, the County will make this service available to all participating cities within the County at no additional cost; and

WHEREAS, if the grant funding should discontinue, the County will provide the City of Lathrop with the proportional cost of continuing to utilize the Everbridge System, and the City will have thirty (30) days in which to notify the County of its intent to participate. If the City elects to continue, the MOA will remain in place, and the County will bill the City for its proportional share. If the City declines to participate, the MOA will terminate at the conclusion of the thirty (30) day period.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop does hereby authorize the City Manager to execute the Memorandum of Agreement between the City of Lathrop and the County of San Joaquin regarding the participation in the San Joaquin County Unified Mass Notification System; and

BE IT FURTHER RESOLVED, the City Attorney is hereby authorized to make minor revisions to the above-referenced draft document(s) that do not alter the compensation or term, and to make clerical corrections as necessary.

The foregoing resolution was passed and adopted this 9th day of November 2020, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

ATTACHMENT B

MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY OF SAN JOAQUIN AND THE CITY OF _____ REGARDING PARTICIPATION IN THE SAN JOAQUIN COUNTY UNIFIED MASS NOTIFICATION SYSTEM

THIS MEMORANDUM OF AGREEMENT (“MOA”) is made and entered into this _____ day of _____, 2020, by and between the County of San Joaquin, acting by and through its Office of Emergency Services (“County OES”), and the City of _____, acting by and through its _____ [title/name] (“City”). County OES and the City may be referred to collectively as “Parties,” or in the singular as “Party,” as the context requires.

RECITALS

The OES and the City have entered into this operational MOA with reference to the following facts and circumstances:

WHEREAS, recent catastrophic disasters throughout California have highlighted inconsistencies among various alert and warning programs across the State; and

WHEREAS, a single, unified, consistent countywide alert system is considered the best practice for emergency preparedness, communication and response; and

WHEREAS, through funding made available by the Homeland Security Grant Program (“HSGP”) and coordinated through the County Information Systems Department, County OES purchased one year of Everbridge Emergency Notification System services (the “Everbridge System”) to serve as an integral component of the San Joaquin County Unified Mass Notification System (“County MNS”); and

WHEREAS, the Everbridge System is an information delivery system intended to provide sufficient early warning in the event of an emergency and to deliver actionable information intended to enhance public safety; and

WHEREAS, the purchase of the Everbridge System was intended to strengthen the County’s capability of maintaining an effective, interoperable means of rapidly disseminating critical emergency information to those who live, work or visit anywhere in San Joaquin County; and

WHEREAS, the Everbridge System operates through an internet portal supported and provided by the vendor, maintaining two Network Operations Centers (NOC’s) with built in redundancy and geographic diversification, and providing 24-hour technical support, seven days-a-week; and

WHEREAS, the Everbridge System allows for high speed delivery of alerts and notifications using multiple messaging formats including voice messages to landline,

SAN JOAQUIN COUNTY UNIFIED MASS NOTIFICATION SYSTEM MOA

mobile and VoIP phones, TTY/TDD messages to enabled hardline phones, and text messages to email accounts and/or via SMS to enabled mobile devices; and

WHEREAS, the County MNS is intended as a shared resource for all cities in the County, each of which is expected to execute a similar operational MOA with the County.

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

1. PURPOSE

The purpose of this MOA is to establish mutually agreeable guidelines for allowing the City access to and use of the County MNS system.

2. DESCRIPTION OF RESPONSIBILITIES

Access to and use of the County MNS will be governed by the San Joaquin County Unified Mass Notification System Policy ("Policy"), attached hereto as Exhibit A and incorporated by reference herein. The Parties agree to comply with all terms of use as described Policy.

3. TERM; TERMINATION

This MOA shall be effective when it is signed by both Parties. This MOA will remain in force and effect until [end of current contract?], or until such time as: (a) grant funding for the County MNS is reduced or discontinued; (b) the Everbridge System is no longer used as the emergency notification system for the County and a replacement approved by Parties is not found; (c) either Party provides sixty (60) days' written notification that they desire to terminate the MOA and withdraw from participation in MNS; or (d) either Party provides written notification of a violation of the terms of the MOA and/or the Policy and the other Party does not cure the violation within ten (10) days.

The term and scope of this MOA is not dependent upon the execution or existence of any other agreement between the County and the City, nor the terms of any such agreement, nor the termination of any such agreement.

4. NOTICE

Any communication required during the term of this MOA, including, without limitation, notice of termination, shall be deemed given when placed in the United States Mail, postage prepaid, and addressed as follows:

Notice to OES: San Joaquin County
 Office of Emergency Services
 ATTN: Director, Emergency Operations
 2101 E. Earhart Ave, Suite 300
 Stockton, CA 95206

SAN JOAQUIN COUNTY UNIFIED MASS NOTIFICATION SYSTEM MOA

Notice to the City: _____
Title, Department, Agency
Address
City, CA, Zip

Any Party who desires to change its address for notice may do so by giving notice as described above.

5. PAYMENT FOR SERVICES

The funding obtained by the County was sufficient to purchase Everbridge System service and support through July 30, 2021. The County will continue to pursue additional grant funding for sustainment of the project beyond this date. So long as grant funds continue to fund the total costs of the Everbridge System, County will make this service available to all participating cities within the County at no cost.

Notwithstanding any other provision of this MOA, in the event that grant funding for the County MNS is reduced or discontinued, the County reserves the right to continue its operation. County will provide City with the proportional cost of continuing to utilize the Everbridge System, and City will have thirty (30) days in which to notify the County of its intent to participate. If the City elects to continue, the MOA will remain in place, and the County will bill the City for its proportional share. If the City declines to participate, the MOA will terminate at the conclusion of the thirty (30) day period, and the County will retain its ability to utilize the County MNS as allowed under the Everbridge System. Proportional share will be population based.

6. ADMINISTRATION

For purposes of ongoing administration, a San Joaquin County MNS Advisory Committee shall be created with a representative from each agency represented through an agreed upon MOU, chaired by a designated member of the County Office of Emergency Services. City shall designate a representative to the Advisory Committee as a standing member with authority to represent the City on matters related to use of the County MNS. The Advisory Committee shall meet on a semi-annual basis, or more often as needed, to establish bylaws, coordinate ongoing administration, training, public outreach, modification to policies and guidelines, and other issues related to the County MNS. Recommendations for substantive changes to the MOA and/or the Policy shall be submitted to the San Joaquin County Disaster Council for approval.

7. PERSONNEL MATTERS

In the performance of any of the services under this MOA, each of the Parties' employees shall act as independent contractors or operators (whichever is applicable to the

SAN JOAQUIN COUNTY UNIFIED MASS NOTIFICATION SYSTEM MOA

government agency) in relation to the other Party and its employees. Each Party shall assume responsibility for all personnel costs for its respective employees.

8. NO JOINT VENTURE

This MOA shall not create between the Parties a joint venture, partnership, or any other relationship of association. Except as the Parties may specify in writing, neither Party shall have authority, express or implied, to act on behalf of the other Party in any capacity whatsoever as an agent. Neither Party shall have any authority, express or implied, pursuant to this MOA, to bind the other Party to any obligation whatsoever.

9. INDEMNITY

County shall assume responsibility and liability for, and the County shall indemnify, defend and hold harmless the City, its agents, officers and employees from and against, any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses and disbursements (including legal fees and expenses) of any kind and nature imposed in, asserted against, incurred or suffered by the City, its agents, officers or employees by reason of damage, loss or injury (including death) of any kind or nature whatsoever to persons or property caused by or in any way relating to or arising out of any negligent act or action, or any neglect, omission or failure to act when under a duty to act on the part of the County or any of its agents, officers or employees in its or their performance of services hereunder.

City shall assume responsibility and liability for, and the City shall indemnify, defend and hold harmless the County, its agents, officers and employees from and against, any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses and disbursements (including legal fees and expenses) of any kind and nature imposed in, asserted against, incurred or suffered by the County or its agents, officers or employees by reason of damage, loss or injury (including death) of any kind or nature whatsoever to persons or property caused by or in any way relating to or arising out of any negligent act or action, or any neglect, omission or failure to act when under a duty to act on the part of the City or any of its agents, officers or employees in its or their performance of services hereunder.

The provisions contained herein include any violation of applicable law, ordinance, regulation, or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of the County or the City, or any of their agents, officers, or employees in its or their performance hereunder.

It is the intent of the Parties that, where negligence is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate costs of any loss, damage, expense, and liability attributable to the Party's negligence.

SAN JOAQUIN COUNTY UNIFIED MASS NOTIFICATION SYSTEM MOA

The Parties shall notify the other Party of any claims, administrative actions or legal actions with respect to any of the matters described in this MOA. The Parties shall cooperate in the defense of such actions brought by others with respect to the matters covered in this indemnity provision. Nothing set forth in this MOA shall establish a standard of care for, or create any legal rights in, any person not a party to this MOA.

The indemnity provisions of this MOA shall survive the termination of this MOA such that any incident and/or cause of action that arises during the term of this MOA shall be covered by the indemnity provisions in this Section 9.

10. NON-WAIVER

Waiver of any breach of, or default under, this MOA shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this MOA.

11. ENTIRE AGREEMENT; MODIFICATION

This MOA contains all of the terms and conditions as agreed upon by the Parties, and supersedes any and all oral or written communications by and between the Parties.

No waiver, alteration, or modification of this MOA shall be valid unless it is made in writing and signed by the Parties. In the event of a conflict between this MOA and any other agreement or understanding executed by the Parties subsequent to the commencement of this MOA, the terms of this MOA shall prevail and be controlling unless such other agreement expressly provides to the contrary.

12. ASSIGNMENT PROHIBITED

No Party may assign any right or obligation pursuant to this MOA. Any attempt or purported assignment of any right or obligation pursuant to this MOA shall be void and of no effect.

13. SEVERABILITY

If any term, covenant, or condition of this MOA is held to by a court of competent jurisdiction to be invalid, the remainder of this MOA shall remain in full force and effect.

14. GOVERNING LAW AND VENUE

The interpretation and enforcement of this MOA shall be governed by the laws of the State of California. Venue for any legal action pertaining to this MOA shall be the Stockton Branch of the San Joaquin County Superior Court.

15. COUNTERPARTS

This MOA may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

16. CAPTIONS

The headings or captions contained in this MOA are for identification purposes only and shall have no effect upon the construction or interpretation of this MOA.

17. AMBIGUITIES

The Parties have each carefully reviewed this MOA and have agreed to each term of this MOA. No ambiguity shall be presumed to be construed against either Party.

18. INTERPRETATION OF MOA

By entering into this MOA, the Parties do not intend to violate or cause a violation of the terms of collective bargaining or other labor agreements to which either may be a party, nor the policies, rules or regulations governing the employees of either Party. If any provision of this MOA is inconsistent with such collective bargaining or other labor agreements, or with such policies, rules, or regulations, then the applicable provisions of such collective bargaining or other labor agreements, and such policies, rules, or regulations shall take precedence for purposes of the construction and interpretation of this MOA.

19. INTEGRATION

This MOA embodies the entire agreement of the Parties in relation to the scope of matters covered by this MOA, and no other agreement or understanding verbal or otherwise, exists between the Parties.

20. INSURANCE

The Parties agree to procure and maintain such policies of general liability and other insurance (including self-insurance) as shall be necessary to insure against any claim or claims for damages arising in connection with the performance of their respective duties under this MOA. Certificates evidencing said insurance policies shall be exchanged by the Parties as soon as practical or upon request of either Party.

21. AUTHORITY

The persons executing this MOA have the capacity and are authorized to execute this MOA as the representatives of their respective Party, and to bind their respective Party to the terms of this MOA.

SAN JOAQUIN COUNTY UNIFIED MASS NOTIFICATION SYSTEM MOA

IN WITNESS WHEREOF, the Parties hereto by their duly authorized representatives have executed and delivered this Agreement as of the effective date.

COUNTY OF SAN JOAQUIN,

CITY OF _____

By: _____
Shellie Lima
Director Emergency Operations
Office of Emergency Services

By: _____
City Signature Block

Approved as to Form:

Approved as to Form:

Office of the County Counsel

Office of the City Attorney

By: _____
Jason R. Morrish
Deputy County Counsel

Office of Emergency Services

San Joaquin County Unified Mass Notification System

DRAFT POLICY

Policy:

This policy establishes appropriate use of the San Joaquin County Unified Mass Notification System (San Joaquin County Alert Network) hereinafter referred to as "SJ Alert." This policy applies to San Joaquin County and the Cities participating with San Joaquin County in the Alert Advisory Committee.

The San Joaquin County Unified Mass Notification service, SJ Alert, will be the system designated for mass notification under this policy. SJ Alert provides the ability to send voice notifications to a landline, mobile, and VoIP phones; SMS text messages mobile phones; TTY/TDD messages to such devices; fax messages to fax machines; and emails to email accounts. Additionally, SJ Alert provides the ability to disseminate messages using the federal Integrated Public Alert and Warning System (IPAWS) and associated capabilities, including Wireless Emergency Alerts (WEA), the Emergency Alert System (EAS), and other systems.

Participants agree that SJ Alert can be used as a public alerting tool under two scenarios:

- (1) When an incident threatens life or property in San Joaquin County, participants can use SJ Alert to disseminate protective action instructions to affected county residents and visitors.
- (2) To distribute non-urgent information to community members who have opted into receiving such messages based upon an opt-in key word or through SJReady opt-in.

Purpose:

This policy establishes guidelines for the use of SJ Alert to disseminate protective action instructions to affected populations during emergencies and to disseminate all other kinds of messages to community members who have opted into receiving such messages.

Definitions:

1. **Participating Agency:** Participating Agencies include the San Joaquin County Sheriff's Office, Office of Emergency Services, and any other County or City agency that has been authorized by the County of San Joaquin to access and use the SJ Alert system.

2. **System Administrator:** Each Agency's System Administrator is responsible for ensuring the Agency adheres to the established policies and guidelines for the use of the SJ Alert system. Annually, the System Administrator shall provide the San Joaquin County Office of Emergency Services, in writing, the names of those personnel who are authorized by the Agency to activate the SJ Alert system.
3. **Authorized User:** A person who has received proper training in the use of the SJ Alert service and has been authorized to access the system in a capacity designated by their System Administrator.
4. **Dispatcher:** An authorized user in the SJ Alert system who is authorized to send notifications to designated persons or groups falling within the user's hierarchal level of authorization, as detailed in this policy. A Dispatcher does not have administrative permissions.
5. **Group Manager:** An authorized user in the SJ Alert system who is authorized to access the system for the purpose of adding and/or editing user information and groups within their assigned group. A Group Manager also has full message sender permissions.
6. **Mass Notification System (SJ Alert):** A system capable of broadcasting messages to large numbers of people through multiple devices including landline, mobile and VoIP telephone, electronic mail, facsimile, and TTY/TDD.
7. **The Integrated Public Alert and Warning System (IPAWS):** Part of a National Initiative under Executive Order 13407 to develop an effective, reliable, integrated, flexible, and comprehensive system to alert and warn the American people. IPAWS provides alerting authorities the capability to send a single message over multiple communication pathways, which include:
 - Emergency Alert System (EAS)
 - Wireless Emergency Alerts (WEA)
 - National Oceanic and Atmospheric Administration (NOAA) All-Hazards Weather Radio
 - Other Future Technologies
8. **Emergency condition:** A situation that poses a substantial threat to the health and welfare of community members, requiring those individuals to take immediate protective action.
9. **Non-emergency condition:** A situation in which there is a need to notify the public; however, such notification does not contain protective action instructions.
10. **Voluntary "Opt-In":** The process in which community members within San Joaquin County and Cities may sign up their communication devices to receive

non-emergency notifications and/or provide additional contact information to ensure that they receive notifications sent via SJ Alert.

11. **Internal Notification:** Internal communications, such as responder call-outs, to agency-designated internal notification groups.
12. **Contacts:** An employee or volunteer of the County or participating City who may be included in internal Notification Groups.
13. **Community member:** Member of the general public who may receive emergency messages and who may opt-in to receive non-emergency messages.

SJ Alert Advisory Committee:

The SJ Alert Advisory Committee is a County-wide organization composed of participating City and County Agency Representatives. Maintained and led by the San Joaquin County System Administrator via the Office of Emergency Services, the SJ Alert Advisory Committee shall meet semi-annually to conduct after-action reviews of the system usage, coordinate ongoing administration, training, public outreach, modifications to policies and guidelines, or other issues related to SJ Alert. All recommendations for substantive changes to the SJ Alert use policy shall be submitted to the Disaster Council for approval.

General:

1. System access and authorization to send broadcasts shall be the responsibility of the San Joaquin County Office of Emergency Services and designated SJ Alert agencies in each participating City.
2. SJ Alert can be used as a public alerting tool when an incident threatens life or property in San Joaquin County, in order to disseminate protective action instructions to the affected county residents and visitors; and to distribute information only to community members who have opted into receiving such messages.
3. For each message sent using SJ Alert, the agency sending the message shall be responsible for managing the questions, comments, or concerns arising from the message. To this end, each message sent through SJ Alert shall include sources of additional information.
4. The SJ Alert Advisory Committee is established with representatives from the San Joaquin County Office of Emergency Services, County Agencies, and participating City representatives, designated by their jurisdictions.
5. The Common Alerting Protocol (CAP) is an international public alerting standard required for IPAWS messages. All emergency messages distributed through SJ

Alert shall be formatted using CAP, whether or not IPAWS is used to disseminate the message.

Emergency Uses:

1. The San Joaquin County Office of Emergency Services or authorized representatives of Participating Agencies will be responsible for the use of SJ Alert for emergency notifications that are to be broadcast within the geographic boundaries of the sending agency.
2. Emergency use covers incidents that threaten life or property in San Joaquin County, **for which responders need affected community members to take protective action(s)**. In all cases, emergency messages should be delivered proactively.
3. The nature of the incident and directions from authorized public safety officials will dictate the specific protective action instructions for the given incident or event. Based on CAP, examples of protective action instructions may include:
 - a. Shelter - Shelter in place
 - b. Evacuate - Relocate as instructed
 - c. Prepare - Make preparations
 - d. Execute - Execute a pre-planned activity
 - e. Avoid - Avoid the hazard
 - f. Monitor - Attend to information sources
 - g. All clear - The event no longer poses a threat or concern
4. When a jurisdiction's public safety officials issue protective action instructions to the community, the jurisdiction's SJ Alert System Administrator will determine whether SJ Alert should be activated to disseminate those instructions.
5. The jurisdiction's SJ Alert System Administrator may designate Authorized Users in the jurisdiction with pre-approval to disseminate emergency messages using SJ Alert.
6. Emergency notifications can be sent to all County residents and visitors, to single or multiple Cities, or a select group of residents and visitors falling into a geo-targeted area.
 1. Emergency messages should be sent in the most targeted manner possible in order to avoid alerting fatigue of unaffected members of the public.
 2. Non-emergency messages (which do not contain protective action instructions) may also be sent during incidents/events. Non-emergency messages are intended to keep interested community members informed about a response to high-profile events. Community members need to opt-in to receive these messages. See *Non-Emergency Uses* for details.

Cross-Jurisdiction Messages

1. The San Joaquin County Office of Emergency Services will be responsible for the use of SJ Alert for any emergency messages to multiple jurisdictions within the county.
2. It is the responsibility of the San Joaquin County Office of Emergency Services to approve and distribute SJ Alert emergency notifications disseminated to an area encompassing the geographic boundaries of more than one local agency. Any participating agency identifying a need to provide an emergency notification to the public with a reasonable belief the incident may likely impact neighboring jurisdictions shall notify the San Joaquin County Office of Emergency Services to request the notification be broadcast to all potentially-impacted areas.
3. An exception to this requirement is made for incidents in which public safety officials from the alerting agency believe that any delay in broadcasting the alert notification would pose an undue risk to life and/or property. In this case, as soon as reasonably possible, any participating agency broadcasting an alert notification outside of the geographic boundaries of their city shall notify San Joaquin County OES and the Public Safety Answering Point (PSAP) of any neighboring jurisdictions impacted by the emergency notifications.

Non-Participating Agencies

1. Agencies not participating in SJ Alert may request that the San Joaquin County Office of Emergency Services use the system to distribute emergency notifications to the public on their behalf.
 - a. Upon review of the circumstances surrounding the request, the Director of Emergency Operations, or his/her delegate(s), will have final authority to approve or deny any request for emergency broadcast from a non-participating agency.
 - b. Requests for non-emergency use of the SJ Alert system shall not be accepted from non-participating agencies.

IPAWS Messages

1. A certain subset of emergency messages will meet the standards for delivery through IPAWS:
 - IPAWS messages are to be issued only for **extreme** or **severe** hazards.
 - The hazard must **have happened** or be **likely to happen**.
 - IPAWS messages must contain protective action instructions that recipients must follow **within 1 hour** in order to reduce their vulnerability to an imminent threat.

2. The San Joaquin County Office of Emergency Services will be responsible for use of SJ Alert for any IPAWS activations.
3. Any IPAWS activation request must be approved by the San Joaquin County Director of Emergency Operations, or his or her delegate(s), whether the request comes from a participating agency or a non-participating agency.

Non-Emergency Uses:

1. The San Joaquin County Office of Emergency Services or authorized City System Administrators will be responsible for the use of SJ Alert for non-emergency uses.
2. The primary distinction between emergency and non-emergency messages is that **non-emergency messages do not contain protective action instructions** for the message recipient to follow. Non-emergency notifications are primarily intended for the dissemination of government or utility-related program information. The urgency, hazards, and topics of non-emergency messages will vary widely, and may include:
 - a. Missing person notifications
 - b. Non-emergency weather alerts
 - c. Traffic problems
 - d. Parking restrictions
 - e. Street closures
 - f. Water system issues
 - g. Significant police or fire activity
 - h. Public health concerns
 - i. Crime information
 - j. Notifications to update residents on important programs or special events

This list is not intended to be all-inclusive; however, use of SJ Alert for the dissemination of the following types of messages is strictly prohibited:

- a. Any message of a commercial nature
 - b. Advertising or solicitations
 - c. Any message of a political nature
 - d. Any non-official business (e.g., articles, sales, retirement announcements, etc.)
3. SJ Alert may be used to disseminate non-emergency information only to community members who have **opted-in** to receive this information.
4. Each authorized System Administrator is responsible for determining the non-emergency (opt-in) messaging groups that their jurisdiction will make available to community members.

5. Non-emergency notifications will generally be restricted to between the hours of 9:00 AM and 8:00 PM unless circumstances require the message to be sent outside of that time frame.
6. Multiple non-emergency notifications on the same subject matter or within a short time frame shall be avoided so as to avoid notification fatigue among message recipients.

Internal Notifications:

The SJ Alert system is capable of disseminating notifications to predetermined internal employee/volunteer groups and allows recipients to confirm receipt of the notification. These communications may include:

- a. Responder call-outs
 - b. Mission-critical information
 - c. Response updates and/or cancellations
2. Authorized System Administrators are responsible for establishing the internal contact groups used by their agency. This includes inputting and maintaining associated contact information to ensure it is current and accurate.

Coordination of Notification Systems:

Certain situations will require coordinated use of SJ Alert across departments within San Joaquin County and its participating cities. All County departments and cities or other organizations outside the San Joaquin County Office of Emergency Services will be required to sign a Memorandum of Agreement (MOA) governing the use and cooperative sharing of the SJ Alert resource.

In addition to the San Joaquin County Office of Emergency Services and authorized and trained County PSAP-911 Communications departments, the following is a non-exclusive listing of the types of organizations that may be granted access to the SJ Alert system upon executing the Memorandum of Understanding with the County.

- San Joaquin County Departments
- Cities in San Joaquin County
- Public utilities operating in San Joaquin County
- Special Districts operating in San Joaquin County
- Other public offices as approved by the San Joaquin County Office of Emergency Services.

All people responsible for disseminating messages in the SJ Alert System must take into consideration the importance of message coordination, resource sharing, and the need to minimize public alerting fatigue in response to the overuse of the system.

The needs of San Joaquin County and other authorized SJ Alert system users may differ. In such situations, it is important that the use of SJ Alert is coordinated so as to eliminate multiple messages with the same or similar content and to eliminate conflicting messages. All participating agencies will work to eliminate conflicting, confusing or duplicative messages from being sent.

To ensure message consistency in the event the San Joaquin County Operational Area Emergency Operations Center (EOC) and City EOC(s) are activated for the same event, all SJ Alert emergency notifications will be coordinated through the Joint Information Center (JIC) at the San Joaquin County Operational Area Emergency Operations Center (EOC), and disseminated only after all stakeholders have collaborated and agreed upon the information and objectives relative to the incident.

Privacy Policy:

It is the policy of the San Joaquin County Office of Emergency Services and each member jurisdiction to preserve and protect the integrity and the privacy of personal data that is collected for use with SJ Alert. Such data includes personal contact information, including residence and business addresses, home phone numbers, work phone numbers, pager numbers, cellular telephone numbers, TDD/TTY numbers, and text and e-mail addresses.

It is understood that the notification data contained within the SJ Alert service contains proprietary information that is designated "for emergency use only" and that such data may contain otherwise unpublished and unlisted telephone numbers provided by residents who "opt-in" through the self-registration portal and are not to be disseminated. No personal data will be disseminated or extracted from the master telephone number and contact path table, which is a part of SJ Alert or reports produced by SJ Alert to be used for any other purpose than mass notification.

Establishing and Maintaining SJ Alert Contact Information:

The database of contact information throughout the region will be established initially from the public, published "White Pages" (residential) and "Yellow Pages" (business) phone directory information.

The White Pages and Yellow Pages directory information will be updated quarterly. Additionally, community members will be able to sign up through the SJ Alert "opt-in" web page. This voluntary process allows people to provide additional contact information to ensure that they receive desired notifications sent via SJ Alert. All contact information uploaded into the SJ Alert database will be geocoded to the map data of San Joaquin County and its Cities.

When registering for SJ Alert, community members will have the ability to opt-in to receive certain types of non-emergency messages. Community members may establish a profile for their location, such as when special needs exist or when oxygen is in use at a location. Community members registering or loaded through white pages information

will not be able to opt-out of emergency notifications unless they verify they no longer reside in the area.

It is the responsibility of the community member who signed up to maintain and make changes to his or her contact information when moving or when contact information changes. Periodic reminders may also be sent from an authorized agency to urge community members to update their contact information.

Departments/organizations that collect and upload contact information for public and internal contact groups into SJ Alert are responsible for maintaining that data.

Resolution of Issues or Disputes:

The resolution of any issues or disputes in the use of SJ Alert will be made to the SJ Alert Advisory Committee for resolution, or if necessary, referred by the Chair to the Disaster Council.

SJ Alert System Training:

No person or entity shall be able to activate and send an alert or notification to the public except those who are authorized and approved in writing by the San Joaquin County Office of Emergency Services. Such persons representing a City or County Agency shall attend and be certified at all training required to become an authorized and trained activator of the SJ Alert Mass Notification System. Any individual or agency who is determined to have violated the policies and procedures governing the use of the SJ Alert Mass Notification System is subject to removal from the list of authorized users.

Access:

It will be the responsibility of the Agency Group Manager to ensure staff users are updated and modified periodically in the system. Participating Agency representatives to the SJ Alert Advisory Committee will be responsible to identify authorized agency group managers. The Office of Emergency Services, as the System Administrator will assign Agency Group Managers for each participating agency.

**CITY MANAGER'S REPORT
NOVEMBER 9, 2020 CITY COUNCIL REGULAR MEETING**

ITEM: CREATE CIP PK 20-02 MILESTONE MANOR PARK REVITALIZATION AND APPROVE APPLICATION FOR STATEWIDE PARK DEVELOPMENT PER CAPITA GRANT PROGRAM

RECOMMENDATION: Adopt a Resolution Approving the Creation of CIP PK 20-02 Milestone Manor Park Revitalization, Authorize the Submission an Application to the Statewide Park Development Per Capita Grant Program and Approve Related Budget Amendment

SUMMARY:

Staff requests Council approve the creation of CIP PK 20-02 Milestone Manor Park Revitalization, authorize the submission of an application for Statewide Park Development Per Capita Grant Program grant funds and approve related budget amendment.

BACKGROUND:

In July of 2020, the State of California Department of Parks and Recreation's Office of Grants and Local Services (OGALS) announced the availability of up to \$395,302,155 in Prop. 68 grant funding through the Statewide Park Development and Community Revitalization Program. These funds are intended to construct additional facilities or revitalize an existing facility to increase the recreational opportunities for the health and wellness of Californians. The State has determined \$185,000,000 in funding would be available to California municipalities through a General Per Capita Grant Program. Through this program funds are made available for local park rehabilitation to local government agencies based on a Per Capita Grant basis. Grant recipients are encouraged to utilize awards to rehabilitate existing infrastructure and to address deficiencies in neighborhoods lacking access to the outdoors.

This Statewide program has identified Per Capita Grant funding allocation in the amount of \$177,952 for the City of Lathrop for a park revitalization program, which will include a 20 % match of the total project costs by project grantee. Staff is recommending the submission of a grant application for revitalization of Milestone Manor Park, a city owned 1-acre park located at 630 Milestone Drive.

The proposed project would include the development of design and construction documents, the removal of the outdated picnic tables and benches, the removal of a number of trees within the interior park to create more usable open space, the removal and replacement of the sparse perimeter landscaping, installation of additional park drainage, the installation of accessible sidewalks, new benches, picnic

CITY MANAGER’S REPORT **PAGE 2**
NOVEMBER 9, 2020 CITY COUNCIL REGULAR MEETING
CREATE CIP PK 20-02 MILESTONE MANOR PARK REVITALIZATION AND
APPROVE APPLICATION FOR STATEWIDE PARK DEVELOPMENT PER CAPITA
GRANT PROGRAM

tables, garbage cans, a small children’s play structure with rubberized fall surfacing, and a concrete park sign.

RECOMMENDATION:

To be considered for grant funding through the Statewide Park Development Per Capita Grant Program the City is required to submit an “Authorizing Resolution” acknowledging Council approval of the submission of the application. Staff requests Council approve the creation of CIP PK 20-02 Milestone Manor Park Revitalization, adopt the Authorizing Resolution allowing for the submission of an application for grant funding to the Per Capita Grant Program, and authorize a budget amendment of \$30,000 from Measure C funds to allow staff to move forward with the creation of preliminary design and construction documents for CIP PK 20-02 Milestone Manor Park Revitalization.

FISCAL IMPACT:

Staff is requesting budget amendment of \$30,000 from Measure C funds for CIP PK 20-02 for the development of preliminary design and construction documents for the Milestone Manor Park Revitalization as part of the Statewide Park Development Per Capita Grant Program.

Allocation of funds to CIP PK 20-02

Budget Amendment

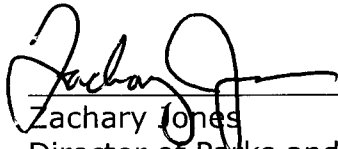
Increase Transfer In		
3010-9900-393-0000		\$30,000
Increase Transfer Out		
1060-9900-990-9010	(Measure C)	\$30,000
Program Expenses Increase		
3010-8000-420-8100	(PK 20-02)	\$30,000

ATTACHMENTS:

- A. Resolution to approve the creation of CIP PK 20-02 Milestone Manor Park Revitalization project, authorize the submission an application for the Statewide Park Per Capita Grant program and approve related budget amendment.
- B. Supplemental Project Information

CITY MANAGER'S REPORT
NOVEMBER 9, 2020 CITY COUNCIL REGULAR MEETING
CREATE CIP PK 20-02 MILESTONE MANOR PARK REVITALIZATION AND
APPROVE APPLICATION FOR STATEWIDE PARK DEVELOPMENT PER CAPITA
GRANT PROGRAM

APPROVALS:



Zachary Jones
Director of Parks and Recreation

11-2-2020

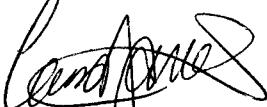
Date



Michael King
Director of Public Works

11-3-2020

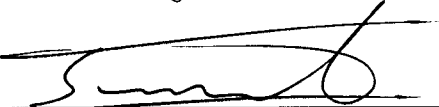
Date



Cari James
Director of Finance and Administrative Services

11-3-2020

Date



Salvador Navarrete
City Attorney

11-3-2020

Date



Stephen J. Salvatore
City Manager

11-4-2020

Date

RESOLUTION NO. 20-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE CREATION OF CIP PK 20-02, THE SUBMISSION OF AN APPLICATION FOR PER CAPITA GRANT FUNDS FOR THE MILESTONE MANOR PARK REVITALIZATION PROJECT AND RELATED BUDGET AMENDMENT

WHEREAS, on November 9th, 2020 the City Council approved the creation of CIP PK 20-02 Milestone Manor Park Revitalization Project; and

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the grantee will enter into a contract(s) with the State of California to complete project(s);

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop hereby:

1. Approves the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s); and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the City of Lathrop's general or recreation plan (PRC §80063(a)); and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)); and
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code; and
7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum - Promoting Diversity and Inclusion in Our National Parks, National Forests: and Other Public Lands and Waters," dated January

12, 2017, the City of Lathrop will consider a range of actions that include, but are not limited to, the following:

(A) Conducting active outreach to diverse populations, particularly minority, low income: and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.

(B) Mentoring new environmental, outdoor recreation: and conservation leaders to increase diverse representation across these areas.

(C) Creating new partnerships with state, local, tribal, private: and nonprofit organizations to expand access for diverse populations.

(D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income: and disabled populations and tribal communities.

(E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.

(F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas: and programs.

(G) Identifying possible staff liaisons to diverse populations; and

8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)); and

9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)); and

10. Certifies that the grantee has reviewed, understands: and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and

11. Delegates the authority to the City Manager, or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments: and payment requests, which may be necessary for the completion of the grant scope(s); and

12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines; and

13. As well as approves the following budget amendment.

**Allocation of funds to CIP PK 20-02
Budget Amendment**

Transfer In 3010-9900-393-0000		\$30,000
Increase Transfer Out 1060-9900-990-9010	(Measure C)	\$30,000
Program Expenses Increase 3010-8000-420-8100	PK 20-02	\$30,000

The foregoing resolution was passed and adopted this 9th day of November 2020, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



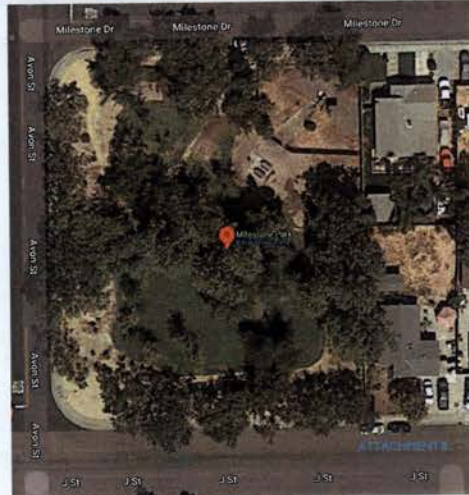
Salvador Navarrete, City Attorney

PROPOSED CIP PK 20-02 MILESTONE MANOR PARK REVITALIZATION PROJECT



MILESTONE MANOR PARK

- Approximately 1 acre neighborhood park
- Located at corner of Avon and J Street



MILESTONE PARK – EXISTING CONDITIONS



MILESTONE PARK – EXISTING CONDITIONS



Currently the park has an uneven DG pathway throughout the park.

Proposal would replace this with an concrete pathway

ATTACHMENT B

MILESTONE PARK – CURRENT CONDITIONS



- Decomposed Granite (DG) pathways
- Outdated benches and tables
- Non-compliant wooden steps
- Overgrown, sparse or missing landscaping
- Uneven pavers into pump station



ATTACHMENT B

MILESTONE MANOR PARK – PROPOSED UPGRADES



- Accessible walk with benches
- New Tables with Barbecue
- Children's Play Area
- New Concrete Park Sign
- Open Turf Play Area



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ITEM 4.11

CITY MANAGER'S REPORT NOVEMBER 9, 2020 CITY COUNCIL REGULAR MEETING

ITEM: APPROVE ADDITIONAL OUTDOOR FITNESS EQUIPMENT AT CRESCENT PARK, CIP PK 21-05

RECOMMENDATION: Adopt a Resolution Approving the Placement of Two Additional Pieces of Outdoor Fitness Equipment at Crescent Park and Authorize Related Budget Amendments

SUMMARY:

Funding approval is being requested for the placement of two additional pieces of outdoor fitness equipment at Crescent Park as part of CIP PK 21-05. The funding for the placement of this additional equipment will be provided by Measure C funds.

BACKGROUND:

At the October 12, 2020 City Council meeting, Council approved the placement of 4 pieces of outdoor fitness equipment at Crescent Park. As part of the discussion, Council requested staff to consider placing an addition two pieces of equipment at Crescent Park and return to the November 9, 2020 meeting with the updated costs and funding approval.

Crescent Park

As discussed at the October 12, 2020 meeting, Council approved the placement of the following four pieces outdoor fitness equipment, a 4-person lower body combo station, 2-person incline sit-up benches, 2-person cross country ski, and a 2-person accessible verticle press station. For this evening's discussion, staff is asking Council to consider the placement of the following two additional pieces of equipment at Crescent Park: a 2-person back and arms combo and the 2 person combo lat pull.

Purchase of Equipment	\$ 10,300
Installation	\$ 2,500
<i>Sub Total</i>	\$ 12,800
15 % project contingency	\$ 1,920
Approximate Total Cost	\$ 14,720

At the October 12, 2020 meeting, Council approved the creation of CIP PK 21-05 with funding of \$117,300 of Measure C funding. Approval of the additional \$14,720 will increase the funding of CIP PK 21-05 to a total of \$132,020 in Measure C funds.

REASON FOR RECOMMENDATION:

Staff is requesting City Council approval of a budget amendment of \$14,720 from Measure C funds.

CITY MANAGER’S REPORT **PAGE 2**
NOVEMBER 9, 2020 CITY COUNCIL REGULAR MEETING
PLACE ADDITIONAL OUTDOOR FITNESS EQUIPMENT AT CRESCENT PARK
AS PART OF CIP PK 21-05

FISCAL IMPACT:

Increasing the approved funding of CIP PK 21-05 for the placement of two additional Outdoor Fitness Equipment at Crescent Park and budget amendment of \$14,720 from Measure C funds for the purchase and installation of additional outdoor fitness equipment at Crescent Park.

Budget Amendment

Increase Transfer Out		
1060-99-00-990-90-10	(Measure C)	\$14,720

Allocation of funds to CIP PK 21-05

Increase Transfer In		
3010-99-00-393-00-00	PK 21-05	\$14,720

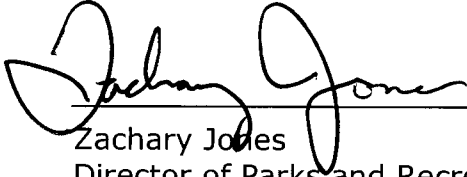
Increase Expenditure		
3010-80-00-420-12-00	PK 21-05	\$14,720

ATTACHMENTS:

- A. Resolution Approving the placement of two additional pieces of Outdoor Fitness Equipment at Crescent Park as part of CIP PK 21-05 and Authorize Related Budget Amendments.

CITY MANAGER'S REPORT
NOVEMBER 9, 2020 CITY COUNCIL REGULAR MEETING
PLACE ADDITIONAL OUTDOOR FITNESS EQUIPMENT AT CRESCENT PARK
AS PART OF CIP PK 21-05

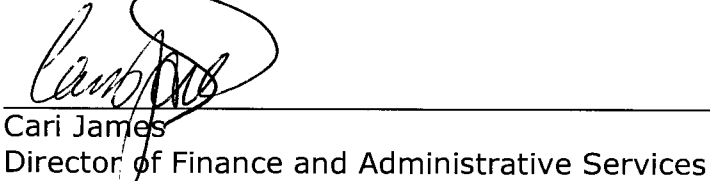
APPROVALS:



Zachary Jones
Director of Parks and Recreation

10-30-2020

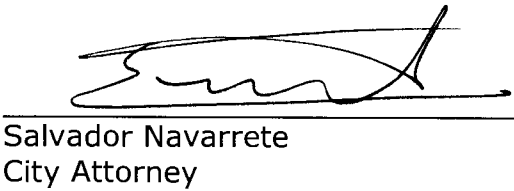
Date



Cari James
Director of Finance and Administrative Services

11-3-2020

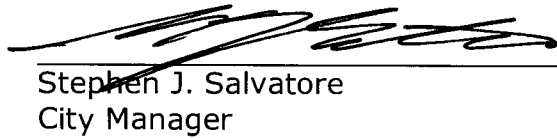
Date



Salvador Navarrete
City Attorney

11-2-2020

Date



Stephen J. Salvatore
City Manager

11-4-2020

Date

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE PLACEMENT OF TWO ADDITIONAL PIECES OF OUTDOOR FITNESS EQUIPMENT AT CRESCENT PARK AS PART OF CIP PK 21-05 AND RELATED BUDGET AMENDMENT

WHEREAS, City Council considered the placement of two additional pieces of outdoor fitness equipment at Crescent Park as part of CIP PK 21-05; and

WHEREAS, City Council also considered a budget amendment of \$14,720 from the General Fund to be reimbursed by Measure C funds upon approval from the Measure C Oversight Committee for the installation of two additional pieces of outdoor fitness equipment at the Crescent Park location.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop approves the purchase and installation of two additional pieces of outdoor fitness equipment at Crescent Park as well as the following budget amendment.

Allocation of funds to CIP PK 21-05

Budget Amendment

Increase Transfer Out		
1060-99-00-990-90-10	(Measure C)	\$14,720

Allocation of funds to CIP PK 21-05

Increase Transfer In		
3010-99-00-393-00-00	PK 21-05	\$14,720

Increase Expenditure		
3010-80-00-420-12-00	PK 21-05	\$14,720

The foregoing resolution was passed and adopted this 9TH day of November 2020, by the following vote of:

AYES:

NOES:

ABSTAIN:

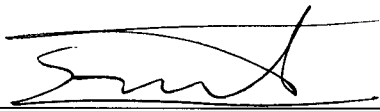
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

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ITEM 4.12

CITY MANAGER'S REPORT NOVEMBER 9, 2020 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE A BUDGET AMENDMENT FOR THE CREATION OF 250 EVERY DAY ESSENTIALS AND COVID-19 PREPAREDNESS BUNDLES FOR LATHROP SENIORS**

RECOMMENDATION: **Adopt a Resolution Approving a Budget Amendment for the Creation of 250 Every Day Essentials and COVID-19 Preparedness Bundles for Lathrop Seniors which will be Reimburse through Funding from the 2020 Coronavirus Aid Relief, and Economic Securities (CARES) Act Grant**

SUMMARY:

The City of Lathrop has been awarded a grant from the 2020 Coronavirus Aid Relief and Economic Securities (CARES) Act for the creation and distribution of 250 Every Day Essentials and COVID-19 bundles to Lathrop senior citizens. Council is asked to approve a budget amendment for \$54,500 to allow for the creation of 250 Everyday Essentials and Covid-19 Preparedness Bundles for Lathrop Seniors. The cost will be reimburse through funding from the CARES Act Grant.

BACKGROUND:

The Human Services Agency of San Joaquin County announced the availability of up to \$650,000 in grant funding through the Coronavirus Aid Relief and Economic Security (CARES) Act. These funds are intended to address the prevention, preparation, or response to the Covid-19 pandemic for older adults (60 years and over). Types of prevention, preparation, or response includes, but is not limited to, material aid, outreach, health promotion, disaster preparedness materials, information and assistance, and personal care.

In September of 2020 the Parks and Recreation Staff submitted a grant application for the 2020 CARES Act Grant to the Human Services Agency of San Joaquin County. The application was for or the creation of 250 Everyday Essentials and Covid-19 Preparedness Bundles for Lathrop Seniors. These bundles will include a number of everyday essential items and COVID-19 prevention and safety items such as:

Essential Items:

Bar Soap	Tooth Paste	Toilet Paper
Shampoo	Hair Brush	Pill Organizer
Conditioner	Q-Tips	Hand Lotion
Deodorant	Nail Kit	Tooth Brush

COVID-19 Prevention and Safety Materials:

Masks		Rubbing Alcohol
Disinfectant Wipes	Gloves	Hand Sanitizer

CITY MANAGER’S REPORT **PAGE 2**
NOVEMBER 9, 2020 CITY COUNCIL REGULAR MEETING
APPROVE A BUDGET AMENDMENT FOR THE CREATION OF 250 EVERY DAY ESSENTIALS AND COVID-19 PREPAREDNESS BUNDLES FOR LATHROP SENIORS

The bundles will be delivered by staff in large insulated bags that can be used to transport perishable food items or medications that are required to stay cold for extended periods of time.

REASON FOR RECCOMENDATION:

Recently staff was notified, by the Human Services Agency of San Joaquin County, of the approval of our application. Council approval of the requested budget amendment will allow staff to move forward with the purchase of supplies to create 250 Everyday Essentials and Covid-19 Preparedness Bundles for distribution to our Lathrop Seniors.

FISCAL IMPACT:

As part of the approved CARES Act Grant, the City would be responsible for paying the associated project costs of \$54,500, which will be reimbursed by funding from 2020 CARES Act grant.

Staff is requesting City Council approve a budget amendment of \$54,500 from the Federal Grant Fund (2150-3021-430-2000), to fund the creation of 250 Everyday Essentials and Covid-19 Preparedness Bundles for Lathrop Seniors, which will be reimbursed by grant funds from the 2020 CARES Act Grant funds, and authorize City Manager to sign necessary documents related to this project, on behalf of the City.

Budget Amendment


<i>Program Expenses Increase</i>	
2150-3021-430-2000	\$54,500
 <i>Program Revenue Increase</i>	
2150-8000-333-0500	\$54,500

ATTACHMENTS:

- A. Resolution Approving a Budget Amendment for the Creation of 250 Every Day Essentials and COVID-19 Preparedness Bundles for Lathrop Seniors which will be reimburse through funding from the 2020 Coronavirus Aid Relief, and Economic Securities (CARES) Act Grant.

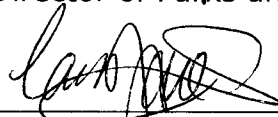
CITY MANAGER'S REPORT **PAGE 3**
NOVEMBER 9, 2020 CITY COUNCIL REGULAR MEETING
APPROVE A BUDGET AMENDMENT FOR THE CREATION OF 250 EVERY DAY
ESSENTIALS AND COVID-19 PREPAREDNESS BUNDLES FOR LATHROP
SENIORS.

APPROVALS:



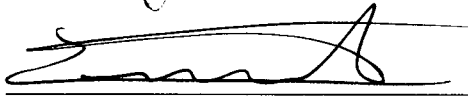
Zachary Jones
Director of Parks and Recreation

11-2-2020
Date



Cari James
Director of Finance and Administrative Services

11-3-2020
Date



Salvador Navarrete
City Attorney

11-3-2020
Date



Stephen J. Salvatore
City Manager

11-4-2020
Date

RESOLUTION NO. 20-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
APPROVING A BUDGET AMENDMENT FOR CREATION 250 EVERY DAY
ESSENTIALS AND COVID-19 PREPARADENESS BUNDLES FOR LATHROP
SENIORS**

WHEREAS, the Human Services Agency of San Joaquin County has been delegated the responsibility by the California Department of Aging for the administration of the 2020 Coronavirus Aid Relief, and Economic Security (CARES) Act Grant Program; and

WHEREAS, in September of 2020 the Parks and Recreation Staff submitted an application for CARES Act Grant funding which would allow for the creation of 250 Everyday Essentials and Covid-19 Preparedness Bundles for Lathrop Seniors at an expense of \$54,500 to be reimbursed to the City through funding provided by the CARES Act Grant; and

WHEREAS, the City was notified the project will be awarded funding and as a successful applicant, the City of Lathrop may enter into a contract for grant funding with the Human Services Agency of San Joaquin County, for the reimbursement of program related expenses;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop hereby approves the purchase of supplies for the creation of 250 Everyday Essentials and Covid-19 Preparedness Bundles for Lathrop Seniors as part of the 2020 CARES Act grant, the associated budget amendment below, and authorizes the City Manager to sign any documents related to this project on behalf of the City, and

1. Certifies that the City of Lathrop has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project if the grant is awarded; and
2. Certifies that if the project is awarded, the City of Lathrop has or will have sufficient funds to operate and maintain the project, and
3. Certifies that the City of Lathrop has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Application; and
4. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.
5. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

Budget Amendment

Program Expenses Increase
2150-3021-430-2000

\$54,500

Program Revenue Increase
2150-8000-333-0500

\$54,500

The foregoing resolution was passed and adopted this 9th day of November, 2020, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

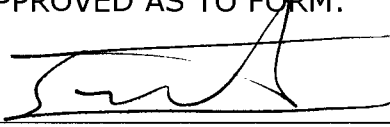
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

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**CITY MANAGER'S REPORT
NOVEMBER 9, 2020 CITY COUNCIL REGULAR MEETING**

ITEM: **APPROVE AMENDMENT NO. 1 WITH CONDOR EARTH TECHNOLOGIES LLC. TO PROVIDE ADDITIONAL ENGINEERING AND ADMINISTRATIVE SUPPORT**

RECOMMENDATION: **Adopt Resolution Approving Amendment No. 1 with Condor Earth Technologies LLC. to provide Additional Engineering and Administrative Support**

SUMMARY:

The Public Works Department utilizes consultant services to ensure a high level of service for residents, businesses, and developers. In March of 2020 the City executed an agreement with Condor Earth Technologies, Inc. (Condor) to provide engineering support services in the amount of \$74,999 while vacant positions were being filled.

The vacant positions have been filled, however, there has been a significant increase in construction activity for residential, commercial, and industrial development as well as capital improvement projects. Additional consultant services are needed to meet the current demand.

Staff is requesting Council approve Amendment No. 1 with Condor to provide additional engineering and administrative support in the amount of \$50,000. Sufficient funds have been included in fiscal year 2020-21 approved budget.

BACKGROUND:

The Public Works Department is comprised of five divisions: Administration, Building, Engineering, Construction, and Operations & Maintenance. The Engineering division provides engineering review and project management services for CIPs and Land Development. This includes project plan review, permit processing, construction inspection and public assistance. The engineering division also works closely with the Community Development Department and the City Engineer to process Land Development projects by providing conditions of approval associated with Building and Planning permit applications.

The City of Lathrop has an existing agreement with Condor approved in August 2020 in the amount of \$74,999. Due to the continued increase in construction activity related to capital improvement, private land development, residential, commercial, and industrial projects, staff requested a proposal from Condor Earth Technologies LLC., to provide additional professional services in the Public Works Department in the amount of \$50,000.

NOVEMBER 9, 2020 CITY COUNCIL REGULAR MEETING

APPROVE AMENDMENT NO. 1 WITH CONDOR EARTH TECHNOLOGIES LLC. TO PROVIDE ADDITIONAL ENGINEERING AND ADMINISTRATIVE SUPPORT

Below is a summary table of previously approved agreements to date:

Agreement	Project	Not To Exceed
Agreement	Provide Engineering and Administrative Support	\$74,999
Amendment No. 1	Additional Engineering and Administrative Support	\$50,000

REASON FOR RECOMMENDATION:

Additional professional services are needed in the Public Works Department to keep up with the continued increase in construction activity related to capital improvement, private land development, and residential, commercial and industrial projects. The ability to use outside consultants' services makes it possible to continue providing timely response times to our residents, businesses, and developers.

FISCAL IMPACT:

The cost of the Amendment No. 1 agreement is not to exceed \$50,000 and will be paid on a time and material basis. Sufficient funds have been included in fiscal year 2020-21 approved budget and will be paid from funds allocated in the Public Works Division professional services.

ATTACHMENTS:

- A. Resolution Approving Amendment No. 1 with Condor Earth Technologies LLC. to Provide Additional Engineering and Administrative Support
- B. Amendment No. 1 Pursuant to Master Agreement dated August 11, 2020 between the City of Lathrop and Condor Earth, to provide Additional Engineering and Administrative Support


**CITY MANAGER'S REPORT
NOVEMBER 9, 2020 CITY COUNCIL REGULAR MEETING
APPROVE AMENDMENT NO. 1 WITH CONDOR EARTH TECHNOLOGIES LLC. TO
PROVIDE ADDITIONAL ENGINEERING AND ADMINISTRATIVE SUPPORT**

APPROVALS:



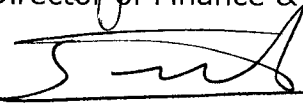
Michael King
Public Works Director

10-30-2020
Date



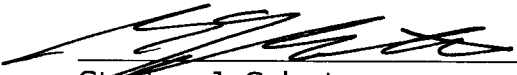
Cari James
Director of Finance & Administrative Services

11-2-2020
Date



Salvador Navarrete
City Attorney

10/28/2020
Date



Stephen J. Salvatore
City Manager

11.2.2020
Date

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING AMENDMENT NO. 1 WITH CONDOR EARTH TECHNOLOGIES LLC. TO PROVIDE ADDITIONAL ENGINEERING AND ADMINISTRATIVE SUPPORT

WHEREAS, the Public Works Department is comprised of five divisions: Administration, Building, Engineering, Construction, and Operations & Maintenance. The Engineering division provides engineering review and project management services for Capital Facility Projects (CIP) and Land Development; and

WHEREAS, in order to keep up with current Land Development projects and Capital Improvement Projects (CIPs) during an increase in construction activity related to capital improvement, private land development, residential, commercial, and industrial projects, the City executed an agreement with Condor Earth Technologies, Inc. (Condor) to provide engineering support services in the amount of \$74,999; and

WHEREAS, the vacant positions have been filled, however, there has been a significant increase in construction activity for residential, commercial, and industrial development as well as capital improvement projects. Additional consultant services are need to meet the current demand

WHEREAS, due to the continued increase in construction activity related to capital improvement, private land development, residential, commercial, and industrial projects, staff requested a proposal from Condor Earth Technologies LLC., to provide continued professional services in the Public Works Department in the amount of \$50,000; and

WHEREAS, the city requires contracting professional personnel services in the Public Works Department in order to keep pace with ongoing development; and

WHEREAS, Condor has provided the qualified and certified staff necessary to provide additional engineering and administrative support services in the Public Works Department; and

WHEREAS, the cost of the amendment is not to exceed \$50,000 and will be paid on a time and material basis. Sufficient funds have been included in fiscal year 2020-21 approved budget and will be paid from funds allocated in the Public Works Department professional services.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve Amendment No. 1 with Condor Earth Technologies LLC. to Provide Additional Engineering and Administrative Support.

The foregoing resolution was passed and adopted this 9th day of November 2020, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

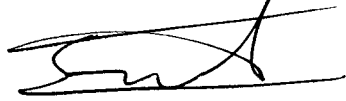
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

AMENDMENT NO. 1

**TO THE AGREEMENT TO PROVIDE ENGINEERING AND
ADMINISTRATION SUPPORT IN FISCAL YEAR 20/21
DATED AUGUST 11, 2020**

**TO PROVIDE ADDITIONAL ENGINEERING AND ADMINISTRATION
SUPPORT**

This Amendment (hereinafter "AMENDMENT NO. 1") to the agreement between **Condor Earth Technologies, Inc.** and the **City of Lathrop** dated August 11, 2020, (hereinafter "AGREEMENT") dated for convenience this **9th day of November 2020**, is by and between **Condor Earth Technologies, Inc.**, ("CONSULTANT") and the **City of Lathrop**, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONSULTANT is specifically trained, experienced, and competent to provide Engineering and Administration Support Services required by this agreement; and

WHEREAS, on August 11, 2020, CONSULTANT and CITY entered into an AGREEMENT to provide Engineering and Administration Support Services not to exceed \$74,999; and

WHEREAS, CONSULTANT provided scope of work attached hereto as Exhibit "A" for Amendment No. 1 to provide Additional Engineering and Administration Support; and

WHEREAS, CONSULTANT is willing to render such Additional Engineering and Administration Support Services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, CONSULTANT and CITY agree as follows:

AMENDMENT NO. 1 to AGREEMENT

- (1) **Scope of Service. Section (1) of the AGREEMENT for Consulting is hereby amended to add the following:**

CONSULTANT agrees to perform Additional Engineering and Administration Support Services in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit "A" and incorporated herein by reference.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH CONDOR EARTH TECHNOLOGIES, INC. FOR ADDITIONAL ENGINEERING AND ADMINISTRATION SUPPORT – AMENDMENT NO. 1

CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to CITY'S satisfaction.

(2) Compensation. Section (2) of the AGREEMENT for Consulting Services is hereby amended to add the following:

CITY hereby agrees to pay CONSULTANT an additional sum not to exceed **\$50,000** for Additional Engineering and Administration Support Services set forth in Exhibit "A" of this AMENDMENT NO. 1. CONSULTANT shall be paid within thirty (30) days of receipt of progress billings containing all information contained in Paragraph 5 of the original AGREEMENT. In no event shall CONSULTANT be entitled to compensation for work not included in the original scope of work, and this AMENDMENT NO. 1 unless a written change order or authorization describing the extra work and payment terms has been executed by CITY'S Authorized Representative prior to the commencement of the work.

(3) Effective Date and Term. Section (3) of the AGREEMENT for Consulting is hereby amended as follows:

The effective date of AMENDMENT NO. 1 is **November 9, 2020**, and it shall terminate no later than **June 30, 2021**. All other terms of the original AGREEMENT shall remain in full force and effect.

(4) Applicability to Original Consultant AGREEMENT

All terms and conditions set forth in the AGREEMENT dated August 11, 2020 are still in effect and are incorporated by reference herein and said AGREEMENT is incorporated by reference herein.

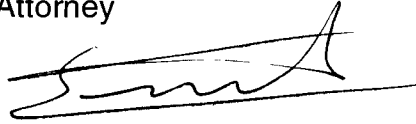
(5) Signatures

The individuals executing this AMENDMENT NO. 1 represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this AMENDMENT NO. 1 on behalf of the respective legal entities of the CONSULTANT and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH CONDOR EARTH TECHNOLOGIES, INC. FOR ADDITIONAL ENGINEERING AND ADMINISTRATION SUPPORT – AMENDMENT NO. 1

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

10-28-2020

Date

Recommended for Approval:

City of Lathrop
Public Works Director

Michael King

Date

Approved by:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

CONSULTANT:

Condor Earth Technologies, Inc.
188 Frank West Circle, Suite I
Stockton, CA 95206

Fed ID # 94-2908050
Lathrop Bus License #20535

Signature

Date

Print Name: Robert J. Job, President



CONDOR EARTH
188 Frank West Circle, Suite 1
Stockton, CA 95206
209.234.0518
Fax 209.234.0538
www.condorearth.com

Condor Proposal No. 7569H

EXHIBIT A

October 20, 2020

Michael King, PE
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Subject: Agreement for Continued Engineering and Administration Support Services

Dear Mr. King:

Condor Earth (Condor), is pleased to provide this Agreement and the attached hourly rates for engineering and administrative support services. We understand that the City of Lathrop (City) desires continued full-time engineering support to assist with implementing the Citywide Capital Improvement Program, along with supporting development services. Condor proposes to provide these services in accordance with the attached Fee Schedules.

Acceptance of this Agreement by the City means that the City agrees to keep the assigned professionals in positions as described herein, to notify Condor if the assignment will change and to not assign supervisory duties to any staff under this agreement. In addition, all work associated with this position will be performed under the direction, supervision and responsible charge of City engineering staff. If the City is no longer in need of our assigned professionals, the City will provide a 2-week notice of termination.

Condor appreciates the opportunity to provide continued service to the City. Please contact us if you have any questions.

Respectfully submitted,

CONDOR EARTH

Brad Peterson
Project Director

Attachments:

Prevailing Wage Schedule of Fees
Schedule of Fees

**CONDOR EARTH
PREVAILING WAGE SCHEDULE OF FEES
2020**

STAFF MEMBER **RATE PER HOUR (\$)**

PRINCIPALS/PROJECT MANAGEMENT

Senior Principal.....	240.00
Principal Tunneling Consultant.....	230.00
Principal Engineer/Geologist	215.00
Project Director	205.00
Construction Manager.....	200.00
Project/Senior Manager.....	180.00

TECHNICAL

Senior Geotechnical Engineer.....	205.00
Certified Hydrogeologist/Engineering Geologist.....	195.00
Senior Geologist/Engineer/Environmental Specialist	185.00
Unmanned Aerial System (UAS) Specialist	150.00
Resident Construction Inspector	150.00
Associate Geologist/Engineer/Environmental Specialist.....	150.00
Staff Geologist/Engineer/Environmental Specialist.....	135.00
Field Environmental Specialist (Group 2)	135.00
Engineering Assistant	110.00
Draftsperson.....	100.00

MATERIALS TESTING*

Material Technician (Group 1**)..	140.00
Material Technician (Group 2**)..	135.00
Material Technician (Group 3**)..	130.00
Material Technician (Group 4**)..	125.00
MTSI Project/Laboratory Manager.....	125.00
Senior Materials Technician (non-PW).....	95.00

SUPPORT STAFF

Senior Project Administrator.....	130.00
Administrative Specialist	105.00
Project Coordinator	105.00
Technical Editor.....	77.00
Administrative Assistant.....	72.00

MISCELLANEOUS

Overtime (all Saturday work is overtime).....	(1.3 times rate)
Double-time (all Sundays and Holidays)	(1.7 times rate)
Shift Pay*** (Night Shift)	(1.3 – 1.7 times rate)
Litigation Support	300.00 – 400.00

NON-LABOR CHARGES

Vehicle charge \$55 per day plus 50 cents per mile
 Laboratory Charges per Laboratory Fee Schedule. Billable Field Equipment per Billable Field Equipment Schedule.

*A 2-hour minimum charge will be applied to all field services, and a 4-hour minimum will be applied for the cancellation of work within 24 hours of scheduled field work.

OUT-OF-POCKET EXPENSES

Billed at cost plus 15% and includes such items as travel expenses, equipment rental, laboratory fees, subcontractors, postage and freight, subcontracted printing or reproduction fees, supplies, etc.

CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS GROUP CLASSIFICATIONS

<u>Group 1</u>	<u>Group 2</u>	<u>Group 3</u>	<u>Group 4</u>
ASNT Level II-III	AWS-CWI	Geotechnical Driller	ACI
DSA Masonry	ICC Certified Structural Inspector	Soils/Asphalt	Drillers Helper
DSA Shotcrete	NICET Level III	Earthwork Grading	ICC Fireproofing
Lead Inspector	Shear Wall/Floor System Inspector	Excavation and Backfill	Proofload Testing
NICET Level IV	Building/Construction Inspector	NICET Level II	Torque Testing
NDT Level Two			NDT Level One

**California Prevailing Wage increase effective July 1, 2020 for Group 1 and Group 2 (All Shifts) of \$3.45; Group 3 of \$2.58; Group 4 of \$1.84. Condor bill rates for these staff types will increase by these amounts on the effective date.

***Shift Pay: A night shift is a shift which commences after 2:00 p.m. or before 4:00 a.m. during any twenty-four (24) hour period commencing at 12:01 a.m.



**CONDOR EARTH
SCHEDULE OF FEES
2020**

<u>STAFF MEMBER</u>	<u>RATE PER HOUR (\$)</u>
PRINCIPALS/PROJECT MANAGEMENT	
Senior Principal	240.00
Principal Tunneling Consultant	230.00
Principal Engineer/Geologist.....	215.00
Project Director	205.00
Construction Manager	200.00
Project/Senior Manager.....	180.00
TECHNICAL	
Senior Geotechnical Engineer	205.00
Registered Geotechnical Engineer.....	195.00
Certified Hydrogeologist/Engineering Geologist	195.00
Senior Geologist/Engineer/Environmental Specialist	185.00
Senior Process Safety Management Specialist.....	175.00
Unmanned Aerial System (UAS) Specialist.....	150.00
GIS Programmer/Analyst	150.00
Process Safety Management Specialist	150.00
Resident Construction Inspector.....	150.00
Associate Geologist/Engineer/Environmental Specialist	150.00
Aboveground Storage Tank (AST) Certified Inspector.....	140.00
Staff Geologist/Engineer/Environmental Specialist.....	135.00
GIS Technician.....	125.00
Engineering Assistant.....	110.00
Senior Technician.....	105.00
Draftsperson	100.00
Technician	85.00
MATERIALS TESTING *	
MTSI Project/Laboratory Manager	125.00
Certified Welding Inspector	120.00
Special Inspector	100.00
Senior Materials Technician.....	95.00
Materials Technician	80.00
SUPPORT STAFF	
Senior Project Administrator.....	130.00
Administrative Specialist.....	105.00
Project Coordinator	105.00
Technical Editor	77.00
Administrative Assistant	72.00
MISCELLANEOUS	
Overtime (all Saturday work is overtime)	(1.3 times rate)
Double-time (all Sundays and Holidays).....	(1.7 times rate)
Litigation Support.....	300.00 – 400.00

NON-LABOR CHARGES

Vehicle charge \$55 per day plus 50 cents per mile

Unit Charges per Condor Unit Fee Schedule

Billable Field Equipment per Condor Billable Field Equipment Schedule

Laboratory Charges per Condor Laboratory Fee Schedule

*A 2-hour minimum charge will be applied to all field services, and a 4-hour minimum will be applied for the cancellation of work within 24 hours of scheduled field work.

OUT-OF-POCKET EXPENSES

Billed at cost plus 15% and includes such items as travel expenses, equipment rental, laboratory fees, subcontractors, postage and freight, subcontracted printing or reproduction fees, supplies, etc.

PREVAILING WAGE

Refer to Condor Prevailing Wage Schedule of Fees



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**CITY MANAGER'S REPORT
NOVEMBER 9, 2020 CITY COUNCIL REGULAR MEETING**

ITEM: APPROVE TASK ORDER NO. 18 WITH 4LEAF, INC., FOR BUILDING INSPECTION SERVICES

RECOMMENDATION: Adopt Resolution Approving Task Order No. 18 Pursuant to Master Professional Services Consulting Agreement dated September 21, 2015, with 4Leaf, Inc., to provide Building Inspection Services

SUMMARY:

On September 21, 2015, City Council approved a Master Professional Services Consulting Agreement for various professional services in the Building Division. On May 13, 2019, City Council approved an extension to the Master Professional Services Consulting Agreement through June 30, 2021. A series of various task orders have been previously approved to provide various professional services within the Building Division, such as professional building inspection, plan checking, and staff augmentation services.

Due to continued increase in construction activity related to capital improvement, private land development, residential, commercial and industrial projects, staff requested a proposal from 4Leaf to provide continued professional services in the Building Division.

Tonight, staff is requesting City Council approval of Task Order No. 18 with 4Leaf, Inc., to provide continued professional consultant services in the capacity of a Building Inspector for an amount not to exceed \$50,000. Sufficient funds have been included in fiscal year 2020-21 approved budget and will be paid from funds allocated in the Building Division professional services.

BACKGROUND:

The City anticipates the need for additional professional services in the Building Division for a specialized Building Inspector to handle complex jobs to keep pace with ongoing development. When building activity exceeds staff resources, we use the services of outside consultants, including 4Leaf, Inc. to provide professional building services. Due to the increased building activity, there continues to be a need for additional Building Inspector services.

The City recovers its costs to provide building services for active construction projects by charging a construction permit fee collected when building permits are issued. These services are fully funded in the Building Division budget and offset by revenue received from building permits.

CITY MANAGER’S REPORT
NOVEMBER 9, CITY COUNCIL REGULAR MEETING
APPROVE TASK ORDER NO. 18 WITH 4LEAF, INC., FOR BUILDING
INSPECTION SERVICES

Below is a summary table of previously approved task orders to date:

Task Order No.	Date Approved	Work Scope Description
1	09/21/15	Staff Augmentation
2	09/21/15	Plan Check Services
3	07/18/16	Plan Check Services
4	10/17/16	Plan Check Services
5	12/05/16	Inspection Services
6	06/19/17	Plan Check Services
7	06/19/17	Inspection Services
8	01/29/18	Chief Building Official
9	06/11/18	Chief Building Official
10	06/21/18	Inspection Services
11	10/08/18	Plan Check Services
12	05/13/19	Inspection Services
13	05/13/19	Staff Augmentation Services
14	6/10/2019	Interim Chief Building Official
15	10/14/2019	Professional Services
16	12/9/2019	Staff Augmentation Services
17	10/12/2020	Interim Chief Building Official

REASON FOR RECOMMENDATION:

Additional professional services are needed in the Building Division to keep up with the continued increase in construction activity related to capital improvement, private land development, and residential, commercial and industrial projects. The ability to use the services of outside consultants makes it possible to continue providing timely response times to our residents, businesses and developers.

FISCAL IMPACT:

The cost of the task order is not to exceed \$50,000 and will be paid on a time and material basis. Sufficient funds have been included in fiscal year 2020-21 approved budget and will be paid from funds allocated in the Building Division professional services.

ATTACHMENTS:

- A. Resolution Approving Task Order No. 18 Pursuant to Master Consulting Agreement dated September 21, 2015 with 4Leaf, Inc. to provide Building Inspection Services
- B. Task Order No. 18 Pursuant to Master Consulting Agreement dated September 21, 2015 with 4Leaf, Inc. to provide Building Inspection Services

**CITY MANAGER'S REPORT
NOVEMBER 9, CITY COUNCIL REGULAR MEETING
APPROVE TASK ORDER NO. 18 WITH 4LEAF, INC., FOR BUILDING
INSPECTION SERVICES**

APPROVALS:



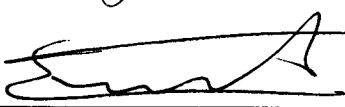
Michael King
Public Works Director

11-3-2020
Date



Cari James
Director of Finance & Administrative
Services

11/3/2020
Date



Salvador Navarrete
City Attorney

11-2-2020
Date



Stephen J. Salvatore
City Manager

11-3-2020
Date

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING TASK ORDER NO. 18 PURSUANT TO MASTER PROFESSIONAL SERVICES CONSULTING AGREEMENT DATED SEPTEMBER 21, 2015, WITH 4LEAF, INC., TO PROVIDE BUILDING INSPECTION SERVICES

WHEREAS, the City anticipates the need for additional professional services in the Building Division for a specialized Building Inspector to handle complex jobs to keep pace with ongoing development; and

WHEREAS, building activity requires the services of outside consultants, including 4Leaf, Inc. to provide professional building services; and

WHEREAS, due to the increased building activity, there continues to be a need for additional Building Inspector services; and

WHEREAS, on September 21, 2015, City Council approved a Master Professional Services Consulting Agreement for various professional services in the Building Division and on May 13, 2019, City Council approved an extension to the Master Professional Services Consulting Agreement through June 30, 2021; and

WHEREAS, a series of various task orders have been previously approved to provide various professional services within the Building Division, such as professional building inspection, plan checking, and staff augmentation services; and

WHEREAS, tonight, staff is requesting City Council approval of Task Order No. 18 with 4Leaf, Inc., to provide continued professional consultant services in the capacity of a Building Inspector for an amount not to exceed \$50,000; and

WHEREAS, sufficient funds have been included in fiscal year 2020-21 approved budget and will be paid from funds allocated in the Building Division professional services.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve Task Order No. 18 Pursuant to Master Professional Services Consulting Agreement dated September 21, 2015, with 4Leaf, Inc., to provide Building Inspection Services.

The foregoing resolution was passed and adopted this 9th day of November 2020, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

CITY OF LATHROP

TASK ORDER NO. 18

**PURSUANT TO MASTER CONSULTING AGREEMENT DATED
SEPTEMBER 21, 2015 WITH 4LEAF, INC.**

TO PROVIDE BUILDING INSPECTOR SERVICES

THIS TASK ORDER NO. 18 dated for convenience this **9th day of November 2020** is by and made and entered into by and between **4LEAF, Inc.** (“CONSULTANT”) and the CITY OF LATHROP, a California municipal corporation (“CITY”);

RECITALS:

WHEREAS, on September 21, 2015, CONSULTANT entered into a Master Agreement with the CITY, and parties approved an extension of the term to June 30, 2021 pursuant to an Amendment No. 2 to the Master Agreement dated May 13, 2019 (“AGREEMENT”) by which the CONSULTANT has agreed to provide Interim Chief Building Official Consultant Services; and

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Building Inspector Services, which are required by this agreement; and

WHEREAS, CITY selected the CONSULTANT pursuant to said qualifications; and

WHEREAS, CONSULTANT is willing to render such Interim Building Inspector Services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, CONSULTANT and the CITY agree as follows:

AGREEMENT

(1) **Incorporation Of Master Agreement**

This Task Order hereby incorporates by reference all terms and conditions set forth in the Master Agreement for Consulting Services for this project, unless specifically modified by this Task Order.

(2) **Scope of Service**

CONSULTANT agrees to perform Building Inspector Services in accordance with the scope of work and fee proposal provided in Exhibit “A” to this Task Order.

CITY OF LATHROP – TASK ORDER NO. 18 WITH 4LEAF INC. FOR BUILDING INSPECTOR SERVICES

CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to the CITY’S satisfaction.

(3) **Effective Date and Term**

The effective date of this **Task Order No. 18 is November 9, 2020**, and it shall terminate no later than **June 30, 2021**.

(4) **Compensation**

CITY hereby agrees to pay CONSULTANT hourly rates and other charges detailed in **Exhibit “A”** up to a total sum not to exceed **\$50,000** for the Interim Building Inspector Services. CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 in the Master Consulting Agreement Dated September 21, 2015.

(5) **Notice to Proceed**

Prior to commencing work under this agreement, CONSULTANT shall receive a written “Notice to Proceed” from CITY. A Notice to Proceed shall not be issued until all necessary insurance have been received. City shall not be obligated to pay CONSULTANT for any services rendered prior to issuance of the Notice to Proceed.

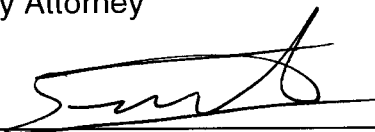
(6) **Signatures**

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

CITY OF LATHROP – TASK ORDER NO. 18 WITH 4LEAF INC. FOR BUILDING INSPECTOR SERVICES

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

11.2.2020

Date

Recommended for Approval:

City of Lathrop
Public Works Director

Michael King

Date

Approved by:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

CONSULTANT:

4 Leaf Inc.
2126 Rheem Drive, Suite A
Pleasanton, CA 94588
Fed ID # 94-3393574
Bus License # 20088

Signature

Date

Kevin J. Duggan, President
(Print Name and title)



SCOPE OF SERVICES

Plan Review

4LEAF will provide plan review for any and all types of structures to ensure compliance with all adopted codes, local ordinances (including Tier 1 of Cal Green, if required) and state and federal laws that pertain to Building and Safety, and for compliance with the adopted International Code Council (ICC) Building, Plumbing, Electrical, Mechanical, National Fire Protection codes and standards, and the Accessibility and Noise and Energy Conservation requirements as mandated by the State of California Title 24, State of California Water Efficient Landscape Ordinance, the State of California Certified Access Specialist (CASp) compliance, and all other applicable ordinances. **Types of projects we provide these services for include: Single-Family Dwellings, Multi-Family Dwelling Units, Commercial, and Industrial.**

On-Site Review Work Plan

4LEAF can supply Registered Professional Engineers to the City to work on-site performing structural plan review and non-structural reviews at the Jurisdiction’s discretion. Some of the jurisdictions we work with that have 4LEAF plan review staff onsite:

County of Sonoma
City of Palo Alto
City of Solvang
City of Signal Hill
City of Greenfield
City of Hemet
City of Whitter

City of Victorville
County of San Joaquin
City of Malibu
City of Hollister
City of Gilroy
City of Fontana
County of San Benito

Off-Site Review Work Plan

4LEAF works effectively with design teams and assist Public Works, Planning, Fire, and Building Departments in the construction, rehabilitation, and repair of both public and private projects. Our experience includes checking for compliance with the structural, life-safety, accessibility, plumbing, mechanical, electrical, fire, and local codes/ordinances.

Approach

We understand that the specific building plan review responsibilities will include, but are not limited to:

- Examining plans, drawings, specifications, computations documents, soils reports, and additional data
- Ascertaining whether projects are in accordance with applicable building and fire codes, and City ordinances, including but not limited to Title 24 and Title 25
- Performing such reviews as, structural, MEP, green building, fire and life safety, grading, and drainage
- Reviewing plans to ensure conformity to the required strengths, stresses, strains, loads, and stability as per the applicable laws
- Reviewing plans to ensure conformity with use and occupancy classification, general building heights and areas, types of construction, fire resistance construction and protection systems, means of egress, accessibility, structural design, soils and foundations, and masonry
- Providing additional plan review services as requested by the City
- Conducting all plan review at the City Department or at a site mutually agreed upon in writing
- Supplying all plan review staff with all code books and other basic professional references



4LEAF Plan Review QA/QC Process for all Reviews

Task 1 – Project Tracking Set-up

The first step of our process will be to set up the project in our system to enable 4LEAF and the City to track the progress of the review. Our plan tracking procedures are designed to track each submittal throughout the review process and maintain accurate and comprehensive records for each submittal.

Task 2 - Complete Submittal Review

Upon receiving the plans from the City, 4LEAF will triage (preliminary plan review performed by 4LEAF plan review project lead) the submittal to verify that the submittal received is complete (i.e., all pertinent plans, calculations, reports, and other related documents) in order that we can begin our review. If the submitted package is incomplete, we will communicate with the City to discuss the documents needed to proceed.

Task 3 - Plan Review Assignment

After the triage process is performed and a complete package is verified, the project will be assigned to a qualified Plans Examiner and a turnaround time will be established. We then log each application into our database the same day the plans are received to assure that they are routed in a timely manner and to allow for daily project tracking.

Task 4 - Plan Review

4LEAF will provide the project contact (Developer, Contractor, Architect, or Engineer) desired by the City with a list of any items needing correction and clarification to comply with applicable building codes, ordinances, and regulations. A correction list will be created based on the missing codes and ordinances.

Task 5 - Quality Control

Prior to submitting the plan review correction list to the City, the designated plan review project lead will review the correction list for adherence to applicable codes and ordinances as well as for accuracy and completeness. After completion of our quality control review a correction list will be e-mailed to a designated staff member at the City or as directed by the City. The correction list and a 4LEAF transmittal form will include the following information: a description of the work, type of construction, occupancy group, square footage, number of floors, and sprinkler requirements.

Task 6 - Plan Review Rechecks

Plans received for rechecks will be reviewed for conformance. Our goal is to work with the designers to resolve any unresolved issues after our second review. If it appears that there are issues that might cause a project to go beyond our second review, we will communicate directly with the designer to resolve any concerns.

Task 7 - Project Approval

Once the final plan reviews are completed and ready for approval, 4LEAF will organize the plans and supporting documents per the City processing requirements and return them to the City, along with our letter of completion.



Turn-Around Times

4LEAF has a tremendous reputation for completing projects on-time and under budget. 4LEAF’s plan review team is widely recognized for quick turn-around times and prompt service. Off-site plan reviews are performed at our office, with plans transmitted by personal delivery or overnight service. The standard turn-around time is within 10 business days for residential plan reviews and within 10 days for commercial/industrial plan reviews; however, these timeframes are negotiable based on your needs. **4LEAF also provides Fire Plan Review services.**

Type of Plans	Transportation	Initial Review	Resubmittal Review	2 nd Resubmittal Review	Expedited Review	Expedited Resubmittal
*Residential	< 24 Hours (pick up & delivery)	< 10 Days	< 5 Days	< 5 Days	< 5 Days	< 3 Days
**Multi-Family	< 24 Hours (pick up & delivery)	< 10 Days	< 5 Days	< 5 Days	< 5 Days	< 3 Days
Commercial	< 24 Hours (pick up & delivery)	< 10 Days	< 5 Days	< 5 Days	< 5 Days	< 3 Days
***Large Commercial > 15,000 s.f.	< 24 Hours (pick up & delivery)	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable

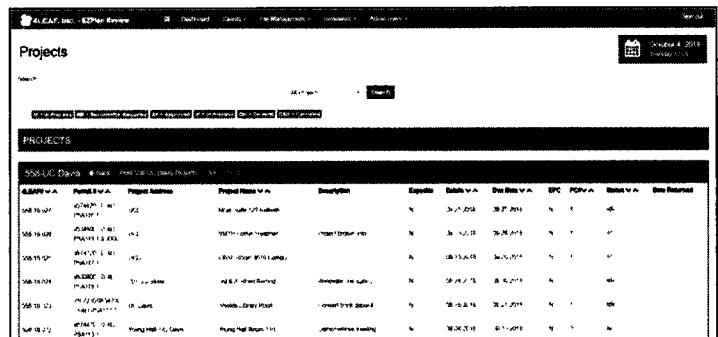
**Larger complex plan reviews can be negotiated to achieve the best possible pricing. 4LEAF has a proven track record of working with municipalities to provide expedited reviews with special discounted pricing.*

Pick-up of all plans will be performed by 4LEAF staff within 24 hours of the City’s phone call or e-mail. 4LEAF prefers to pick-up and deliver the plans in person to communicate information that may be pertinent to the project and maintain consistent communication. At no additional cost, 4LEAF staff will transport the plans to and from the City upon a phone call to the 4LEAF office or simply e-mail for “pick-up” to pickup@4leafinc.com.

Document Control & Electronic Plan Review

When plans and documents are received for review, 4LEAF’s Plan Review Manager and Document Control Technician analyzes the project, creates a job number, and completes a Job Setup Sheet. This form highlights both jurisdiction and project specific design criteria and notes applicable contact information. Jobs are transmitted through 4LEAF’s easily accessed portal that tracks initial and subsequent reviews. The City and their customers can view 4LEAF’s plan control log through **EZPlan Review Portal**.

Plans then get distributed for review to a 4LEAF team consisting of a Plan Review Engineer or Architect (a licensed state professional) and/or an ICC Certified Plans Examiner, as applicable. Our staff then performs their function of analyzing the plans and documentation for effective conformance to the California Codes, referenced construction standards, and City amendments. Code review methodology entails “The Effective Use of the CBC” reinforced through proprietary and jurisdictional checklists. When complete, the Plan Review Manager overviews the project for quality control purposes and forwards comments or approvals to the pre-designated contacts.





4LEAF’s EZPlan Review

EZPlan Review is our in-house tracking software that acts as a communication tool between 4LEAF and the jurisdictions we work with. The use of EZPlan makes communication easy. This web portal allows users visualize project due dates, notes, and status updates so that projects can be followed from start to finish. Additionally, 4LEAF provides electronically stamped and uploaded copies of approved project plans, a value which saves clients time and resources. With the use of EZPlan, 4LEAF hopes to provide a level of ease and transparency during the plan review process.

Electronic Plan Review

4LEAF has successfully implemented and used Bluebeam for electronic review of files to help eliminate the use of paper and take the plan review workflow to a whole new level. 4LEAF’s offices are equipped with large scale monitors for easy review of plans. Bluebeam Revu combines powerful PDF editing, markup, and collaboration technology with reliable file creation.



Additional Technologies

Having served more than 100 jurisdictions, 4LEAF and our staff are knowledgeable and have experience working with a variety of different technologies for Electronic Plan Review, Permit Tracking, and Building Inspections. 4LEAF’s experience with tracking technologies include but are not limited to:



Structural Only Review

Upon request, 4LEAF will perform “structural only” reviews for the City. 4LEAF can communicate directly with the designers via email, in-person meetings, and through our EZPlan Review system. 4LEAF prefers PDF files for “structural only” reviews as they allow several Structural Engineers to review plans together should there be design-related questions. The majority of 4LEAF’s plan review engineers have a design background and work well with project designers.

Certified Access Specialist (CASp)

4LEAF has nine Certified Access Specialists on staff. We have performed CASp inspections, plan review projects, and have consulted on numerous construction projects for accessibility questions and advice.



CASp Inspector	Certification No.	Expiration
Jerry Thome	CASp-104	09/14/2021
Mike Anderson, P.E.	CASp-328	09/22/2022
Howard Conroy, CBO	CASp-429	07/31/2021
David Rashé, CBO	CASp-213	06/23/2022
Scott Wungluck	CASp-560	04/29/2020
Brent Hipsher, CBO	CASp-422	04/12/2021
William Holl, AIA	CASp-509	12/6/2022
Peter Oliver	CASp-818	04/11/2021
Logan Ellis	CASp-629	07/03/2021



Inspection Services

4LEAF maintains the largest database of qualified inspectors of varied qualifications. Inspectors vary from current full-time inspection staff, idle staff (temporarily between assignments), and pre-qualified staff which include inspectors who are available subject to client demand. 4LEAF’s inspectors are all ICC Certified and experienced working within a municipal work environment. 4LEAF will provide inspectors with all the necessary tools, equipment, and current code books sufficient to facilitate all required inspections. **4LEAF can provide interim or full-time inspectors same-day or within one business day.** Simply call, email, or text our assigned Project Manager for an immediate response.

We maintain an on-call database for as-needed requests with our clients. 4LEAF utilizes this service for more than 140 municipalities. Below is a snapshot of our database.

Building Department Staffing Sheet

Monthly Inspection Assignment Schedule

	Brentwood	Barren	Cataver	Comp	Cal Poly	Crt Mast	Cup	Deale	BPA	Fremont	Folsom	Gal	Glory	Hayward	Hibbing	Hollister	Ken	Lathrop	Liv	Long	EPFD	Merced	Memo P	Niles Pm	Modesto	Napa
2-Oct	ME/CW	RS2			RS/HC	PM		8		ME2/TN/RM	RS/CA	GO	DN/CP			8	JB	BA		TS/IL			BC	SB		RST
3-Oct	ME/CW	RS2			RS/HC	PM		8		ME2/TN/RM	JN/CS/L	GO	DN/CP			8	JB	BA		IL	GM		BC	SB		RST
4-Oct	ME/CW	RS2			RS/HC	PM		8		ME2/RM	JN/CS/L	GO	DN/CP			7	JB	BA		TS/IL			BC	SB		RST
5-Oct	ME	RS2	BL		RS/HC	PM		8		ME2/TN/RM			DN/CP			7	JB	BA		IL			BC	SB		RST
6-Oct	ME	RS2	BL		RS/HC	PM		8		ME2/RM/RN			DN/CP	TO		7	JB	BA		TS/IL			BC	SB		RST
9-Oct	ME	RS2	BL	TN	RS/HC	PM		8					DN/IT			6	JB	BA		TS/IL			BC	SB		RST
10-Oct	ME/CW	RS2	BL	TN	RS/HC	PM		8		RM/DC/GC			DN/IT	NJ		6	JB	BA		IL	GM		BC	SB		RST
11-Oct	ME/CW	RS2	BL	TN	RS/HC	PM		8					DN/GC 1/2 Day	MJ		7.5	JB	BA		TS/IL			BC	SB		RST
12-Oct	ME	RS2	BL		RS/HC	PM		8					DN/IT	MJ		7	JB	BA		IL			BC	SB		RST
13-Oct	ME/PK	RS2	BL	TH	RS/HC	PM		8		RM/DB			DN/IT	OK		7	JB	BA		TS/IL			BC	SB		RST
14-Oct	ME	RS2	BL		RS/HC	PM		8		ME2/RM			DN/CP			7	JB	BA		TS/IL			BC	SB		RST
17-Oct	ME	RS2	BL		RS/HC	PM		8		ME2/RM/RH			DN/CP			7	JB	BA		IL	GM		BC	SB		RST
18-Oct	ME	RS2	BL		RS/HC	PM		8		ME2/RM						7	JB	BA		TS/IL			BC	SB		RST
19-Oct	ME	RS2	BL		RS/HC	PM		8		ME2/RM			DN/CP/			7	JB	BA		IL			BC	SB		RST
20-Oct	ME	RS2	BL		RS/HC	PM	GC	8		ME2/RM/RN/TO			DN/CP/			7	JB	BA		TS/IL			BC	SB		RST
23-Oct	ME	RS2	BL		RS/HC	PM		9		MC			DN/CP			7	JB	BA		TS/IL			BC	SB		RST/IT
24-Oct	ME	RS2	BL		RS/HC	PM		9		MC			DN/CP			7	JB	BA		IL	GM		BC	SB		RST/IT
25-Oct	ME	RS2	BL		RS/HC	PM		9		MC			DN/CP			7	JB	BA		TS/IL			BC	SB		RST/IT
28-Oct	ME	RS2	BL		RS/HC	PM		9		MC			DN/CP			7	JB	BA		IL			BC	SB		RST
27-Oct	ME	RS2	BL		RS/HC	PM		9		MC			DN/CP	DK/TO/DB		7	JB	BA		TS/IL			BC	SB		RST
30-Oct	ME	RS2	BL		RS/HC	PM	GC	9		MC			DN/CP			7	JB	BA		TS/IL			BC	SB		RST
31-Oct	ME	RS2	BL		RS/HC	PM	GC	9		MC			DN/CP/			7	JB	BA		IL	GM		BC	SB		RST
1-Nov	ME	RS2	BL		RS/HC	PM	GC	9		MC			DN/CP	RM		7	JB	BA		TS/IL			BC	SB		RST
2-Nov	ME	RS2	BL		RS/HC	PM	GC	9		MC			DN/CP			7	JB	BA		IL			BC	SB		RST
3-Nov	ME	RS2	BL		RS/HC	PM	GC	9		MC			DN/CP			7	JB	BA		TS/IL			BC	SB		RST

Inspection Options

Periodic Inspection Services → Available Next Day

4LEAF can fulfill inspection requests immediately upon request including same day. 4LEAF has a wealth of local and available inspectors ready to serve the City. In addition, 4LEAF has a proven track record of providing such services to a number of different building departments.

Part-Time Inspection Services → Available Next Day

4LEAF will provide the City with part-time inspectors upon request. 4LEAF can provide part-time staff within 24 hours of request for any duration of time. 4LEAF’s Project Manager will work closely with the department to identify the right personnel and determine the appropriate work schedule.

Full-Time Inspection Services → Available Two Days or Less

4LEAF can provide full-time inspectors upon request. 4LEAF provides this service regularly to many clients throughout Northern California, Central Coast, Sacramento Valley, Peninsula/South Bay, East Bay, North Bay, and Central Valley.

Project Specific Inspection Services → Available Two Days or Less

4LEAF is often tasked with providing inspection services to large projects on behalf of municipalities. 4LEAF currently handles large-scale projects for such clients as the City of Palo Alto, City of Cupertino, etc. These projects are developer funded into a separate City account which is distributed to 4LEAF using a separate invoice and contract number. This is particularly helpful to fast paced projects looking for continuous inspection services over a short period of time (i.e. 6 – 36 Months).



2020-21 FEE SCHEDULE & BASIS OF CHARGES

For the City of Lathrop

All Rates are Subject to Basis of Charges

Plan Check Services	Fee for 1 st review and two (2) subsequent rechecks	Hourly rate for on-site and/or greater than three (3) reviews off-site (with authorization from Director):
Life Health Safety, Structural, ADA Requirements, and Title 24 Energy Requirement Plan Checks	70% of City fee	\$129/hour structural \$105/hour non-structural
Plumbing/Mechanical/Electrical Only Plan Checks	40% of City fee	\$105/hour non-structural
Structural Only Plan Checks	40% of City fee	\$129/hour structural

Additional Building Department Services

Senior Combination Building Inspector	\$105/hour
Commercial Building Inspector	\$105/hour
Residential Building Inspector	\$95/hour
Training Building Inspector	\$85/hour
Code Enforcement	\$95/hour
Senior Permit Technician	\$75/hour
Permit Technician	\$68/hour
Administrative Support	\$63/hour
On-Site Plan Review Engineer	\$129/hour
On-Site Non-Structural Plans Examiner	\$105/hour
Fire Review	\$160/hour
Inspector of Record (including DSA or OSHPD)	\$135/hour
Public Works Inspector	\$155/hour
Interim Chief Building Official	\$135/hour
CASp Inspection	\$155/hour
Off-Site Project Manager	\$165/hour
Principal-in-Charge	\$185/hour
Hourly overtime charge per inspector	1.5 x hourly rate
Mileage (for inspections performed within the City)	IRS Rate+ 20%



BASIS OF CHARGES

Rates are inclusive of “tools of the trade” such as forms, telephones, and consumables.

- All invoicing will be submitted monthly.
- Staff Augmentation work (excluding plan review) is subject to 4-hour minimum charges unless stated otherwise.
- Most fire plan reviews will be done within 10 business days and within 5 business days for re-checks. This is not inclusive of holidays or the day of the pick-up of plans.
- Expedited reviews will be billed 45% of the plan check fee collected by the City, return time will be within seven (7) days of receipt of the plans from the City.
- Plan review of deferred submittals & revisions will be billed at the hourly rates listed above.
- All plan review services will be subject to a \$250.00 minimum fee if percentage-based fee or two (2) hour minimum charge if hourly rates apply.
- 4LEAF assumes that these rates reflect the 2020-2021 contract period. 3% escalation for 2021/2022 is negotiable per market conditions.
- Overtime and Premium time will be charged as follows:

- Regular time (work begun after 5AM or before 4PM)	1 x hourly rate
- Nighttime (work begun after 4PM or before 5AM)	1.125 x hourly rate
- Overtime (over 8-hour M-F or Saturdays)	1.5 x hourly rate
- Overtime (over 8 hours Sat or 1 st 8-hour Sun)	2 x hourly rate
- Overtime (over 8 hours Sun or Holidays)	3 x hourly rate
- Overtime will only be billed with prior authorization of designated Authority personnel.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- Mileage driven during Inspections will be charged at cost plus 20%.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys’ fees, or other costs incurred in collecting delinquent amounts.
- Client agrees that 4LEAF’s liability will be limited to the value of services provided.

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ITEM 4.15

CITY MANAGER'S REPORT NOVEMBER 9, 2020 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE COOPERATIVE AGREEMENT WITH CALTRANS, AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH MARK THOMAS, AND RELATED BUDGET AMENDMENT FOR THE CIP PS 06-06 LOUISE AVENUE / INTERSTATE 5 INTERCHANGE PROJECT**

RECOMMENDATION: **Adopt Resolution Approving Cooperative Agreement with Caltrans, Amendment No. 1 to the Professional Services Agreement with Mark Thomas, and Related Budget Amendment for the CIP PS 06-06 Louise Avenue / Interstate 5 Interchange Project**

SUMMARY:

In January 2008, the City and the California Department of Transportation (Caltrans) approved the Project Study Report (PSR) for the Louise Avenue / Interstate-5 (I-5) Interchange Project. However, the project was put on hold in late 2008 due to the economic recession. Interim improvements were constructed in 2012 to ensure that adequate levels of traffic services were met.

In order to facilitate recent development in River Islands and Central Lathrop Specific Plan (CLSP), the City must move forward with the preparation of the Project Approval and Environmental Document (PA&ED) documentation. To proceed, the City will need a Cooperative Agreement with Caltrans that outlines the rights, duties, decisions, and commitments.

Staff is requesting that City Council approve a Cooperative Agreement with Caltrans for the preparation of the Project Approval and Environmental Document (PA&ED) documentation.

With the Project Study Report (PSR) completed, the next step is to move into Phase II of the project which includes the preparation of the PA&ED documentation. In December 2006, the City Council approved a Professional Services Agreement with Mark Thomas for Phase II of Transportation Engineering Services to prepare the PA&ED for Phase II of the project. The approved funds were used for widening the River Islands Pkwy as part of CIP PS 06-06. As a result, the Agreement will need an Amendment to include Mark Thomas' updated scope of work and fee proposal of \$698,587 for the completion of the PA&ED.

**NOVEMBER 9, 2020 CITY COUNCIL REGULAR MEETING
APPROVE COOPERATIVE AGREEMENT WITH CALTRANS, AMENDMENT NO. 1
TO THE PROFESSIONAL SERVICES AGREEMENT WITH MARK THOMAS, AND
RELATED BUDGET AMENDMENT FOR THE CIP PS 06-06 LOUISE AVENUE /
INTERSTATE 5 INTERCHANGE PROJECT**

Staff has reviewed the proposal and found it to be reasonable given the large scope of services and amount of work involved that will need to be redone resulting from having the project on hold since 2008. Staff is requesting that City Council approve Amendment No. 1 for the Professional Services Agreement with Mark Thomas for the preparation of the PA&ED documentation.

In addition, staff is requesting a Budget Amendment transferring \$700,000 from the West Central Lathrop Transportation Capital Facilities Fees Fund (2320) to the Streets CIP Fund (3310) for the completion of the PA&ED documentation.

BACKGROUND:

The Project Study Report (PSR) was completed and approved in January of 2008 for the Louise Ave / Interstate-5 (I-5) Interchange Project. The PA&ED documentation began at that time and was advanced through draft technical studies until the project was put on hold in late 2008.

In response to recent development in River Islands and CLSP, the City must move to the next phase of the project that includes the preparation of the PA&ED documentation. To proceed, a Cooperative Agreement is required that sets forth the expectations and responsibilities between Caltrans and the City. Caltrans prepared a standard Cooperative Agreement in accordance with the State's Project Development Procedures Manual. Staff has reviewed the Cooperative Agreement and is recommending the approval by the City Council.

In December 2006, the City Council approved a Professional Services Agreement with Mark Thomas for Phase II of Transportation Engineering Services to prepare PA&ED documentation. The Agreement will need an Amendment to include Mark Thomas' updated scope of work and fee proposal for \$698,587.

REASON FOR RECOMMENDATION:

According to State Law California Streets and Highways Code Section 114, a Cooperative Agreement is required between the City and Caltrans that sets forth the expectations and responsibilities for completing the next project phase. Approval of the Cooperative Agreement will allow the City and Caltrans to move forward with the preparation of the PA&ED documentation.

Staff has reviewed the proposal from Mark Thomas to complete the PA&ED documentation and found it reasonable given the large scope of services and amount of work involved that will need to be redone resulting from having the project on hold since 2008.

CITY MANAGER'S REPORT **PAGE 3**
NOVEMBER 9, 2020 CITY COUNCIL REGULAR MEETING
APPROVE COOPERATIVE AGREEMENT WITH CALTRANS, AMENDMENT NO. 1
TO THE PROFESSIONAL SERVICES AGREEMENT WITH MARK THOMAS, AND
RELATED BUDGET AMENDMENT FOR THE CIP PS 06-06 LOUISE AVENUE /
INTERSTATE 5 INTERCHANGE PROJECT

FISCAL IMPACT:

Funding for this project was utilized to complete the River Islands Parkway Widening Project CIP PS 06-06. Staff is requesting a Budget Amendment transferring \$700,000 from the West Central Lathrop Transportation Capital Facilities Fees Fund (2320) to the Streets CIP Fund (3310) as follows:

Increase Transfer Out 2320-9900-990-9010	PS 06-06	\$700,000
Increase Transfer In 3310-9900-393-0000	PS 06-06	\$700,000
Increase Appropriation 3310-8000-420-8400	PS 06-06	\$700,000

ATTACHMENTS:

- A. Resolution Approving Cooperative Agreement with Caltrans, Amendment No. 1 to the Professional Services Agreement with Mark Thomas, and Related Budget Amendment for the CIP PS 06-06 Louise Avenue / Interstate 5 Interchange Project
- B. Cooperative Agreement with Caltrans for the CIP PS 06-06 Louise Ave / Interstate 5 Interchange Project
- C. Amendment No. 1 to the Agreement for Consulting Services with Mark Thomas for Phase II of Transportation Engineering Service for the preparation of the Project Approval and Environmental Document (PA&ED) Phase for the CIP PS 06-06 Louise Avenue and Interstate 5 Interchange Project
- D. Executed Agreement for Consulting Services with Mark Thomas for Phase II of Transportation Engineering Service for the Louise Avenue / Interstate-5 Interchange Project (December 19, 2006)

NOVEMBER 9, 2020 CITY COUNCIL REGULAR MEETING

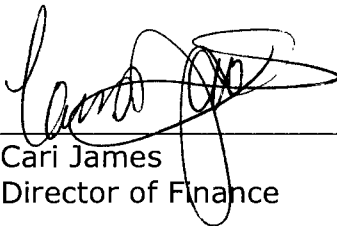
APPROVE COOPERATIVE AGREEMENT WITH CALTRANS, AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH MARK THOMAS, AND RELATED BUDGET AMENDMENT FOR THE CIP PS 06-06 LOUISE AVENUE / INTERSTATE 5 INTERCHANGE PROJECT

APPROVALS:



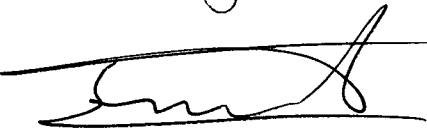
Michael King
Public Works Director

11-3-2020
Date



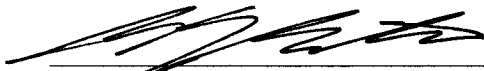
Cari James
Director of Finance

11/3/2020
Date



Salvador Navarrete
City Attorney

11-3-2020
Date



Stephen J. Salvatore
City Manager

11.3.2020
Date

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING COOPERATIVE AGREEMENT WITH CALTRANS, AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH MARK THOMAS, AND RELATED BUDGET AMENDMENT FOR THE CIP PS 06-06 LOUISE AVE / INTERSTATE 5 INTERCHANGE PROJECT

WHEREAS, in January 2008, the City and the California Department of Transportation (Caltrans) approved the Project Study Report (PSR) for the Louise Avenue / Interstate 5 (I-5) interchange project; and

WHEREAS, in order to facilitate recent development in River Islands and Central Lathrop Specific Plan (CLSP), the City must move forward with the ultimate improvements involving the preparation of the Project Approval and Environmental Document (PA&ED) documentation; and

WHEREAS, a Cooperative Agreement is required between the City and the California Department of Transportation (Caltrans) to set forth the expectations and responsibilities for completing the PA&ED documentation; and

WHEREAS, staff is requesting City Council to approve the Cooperative Agreement with Caltrans for the preparation of the Project Approval and Environmental Document (PA&ED) documentation; and

WHEREAS, in December 2006, the City Council approved a Professional Services Agreement with Mark Thomas for Phase II of Transportation Engineering Services to prepare the PA&ED documentation; and

WHEREAS, the Agreement will need an Amendment to include Mark Thomas updated scope of work and fee proposal for \$698,587 for the preparation of the Project Approval and Environmental Document (PA&ED); and

WHEREAS, sufficient funds were not allocated in the adopted FY 20/21 Budget. Staff is requesting a Budget Amendment transferring \$700,000 from the West Central Lathrop Transportation Capital Facilities Fees Fund (2320) to the Streets CIP Fund (3310) as follows:

Increase Transfer Out 2320-9900-990-9010	PS 06-06	\$700,000
Increase Transfer In 3310-9900-393-0000	PS 06-06	\$700,000
Increase Appropriation 3310-8000-420-8400	PS 06-06	\$700,000

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby approve the Cooperative Agreement with Caltrans, Amendment No. 1 to the Professional Services Agreement with Mark Thomas, and related Budget Amendment for the CIP PS 06-06 Louise Ave / Interstate 5 Interchange Project.

The foregoing resolution was passed and adopted this 9th day of November 2020, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

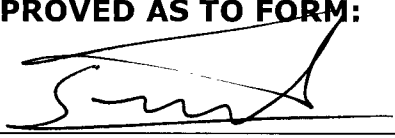
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

COOPERATIVE AGREEMENT COVER SHEET**Work Description**

To improve operations and increase the capacity by reconstructing the existing Interstate-5/Louise Avenue Interchange in San Joaquin County.

Contact Information**CALTRANS**

Sam Sherman, Project Manager
1976 E. Dr. Martin Luther King Jr. Blvd
Stockton, CA 95205
Office Phone: (209) 482-2575
Email: sam.sherman@dot.ca.gov

CITY OF LATHROP

Michael King, Public Works Director
390 Towne Centre Drive
Lathrop, CA 95330
Office Phone: (209) 941-7430
Email: mking@ci.lathrop.ca.us

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COOPERATIVE AGREEMENT

This AGREEMENT, effective on _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of Lathrop, a body politic and municipal corporation or chartered city of the State of California, referred to hereinafter as CITY.

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code, Sections 114 and 130.
2. For the purpose of this AGREEMENT, to improve operations and increase the capacity by reconstructing the existing Interstate-5/Louise Avenue Interchange, in San Joaquin County. will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the project initiation and approval documents (e.g. Project Study Report, Permit Engineering Evaluation Report, or Project Report).
3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENTS will be referred to hereinafter as WORK:
 - PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA&ED)
 - PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)
 - RIGHT-OF-WAY

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any verbal understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

5. No PROJECT deliverables have been completed prior to this AGREEMENT.
6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

RESPONSIBILITIES

Sponsorship

8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds obligated in this AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

9. CITY is the SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

- CITY is the Project Approval and Environmental Document (PA&ED) IMPLEMENTING AGENCY.

PA&ED includes the completion of the Final Environmental Document and the Project Report (documenting the project alternative selection).

- CITY is the Plans, Specifications, and Estimate (PS&E) IMPLEMENTING AGENCY.

PS&E includes the development of the plans, specifications, and estimate; obtaining any resource agency permits; and the advertisement/award of the construction contract.

- CITY is the RIGHT OF WAY IMPLEMENTING AGENCY

RIGHT OF WAY includes coordination with utility owners for the protection, removal, or relocation of utilities; the acquisition of right-of-way interests; and post-construction work such as right-of-way monumentation/recordation, relinquishments/vacations, and excess land transactions. The RIGHT OF WAY component budget identifies the cost of the capital costs of right-of-way acquisition (RIGHT-OF-WAY CAPITAL) and the cost of the staff work in support of the acquisition (RIGHT-OF-WAY SUPPORT).

11. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for the WORK in that component. The QMP describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The QMP will include a process for resolving disputes between the PARTIES at the team level. The QMP is subject to CALTRANS review and approval.
12. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

Funding

13. The WORK does not use funds administered by CALTRANS. PARTIES will amend this AGREEMENT should this condition change.
14. Each PARTY is responsible for the costs they incur in performing the WORK unless otherwise stated in this AGREEMENT.

CALTRANS' Quality Management

15. CALTRANS, as the owner/operator of the State Highway System (SHS), will perform quality management work including Quality Management Assessment (QMA), environmental document quality control, and owner/operator approvals for the portions of WORK within the existing and proposed SHS right-of-way.
16. CALTRANS' Quality Management Assessment (QMA) efforts are to ensure that CITY's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). QMA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

When CALTRANS performs QMA, it does so for its own benefit. No one can assign liability to CALTRANS due to its QMA.

17. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.
18. Per National Environmental Policy Act (NEPA) assignment and California Environmental Quality Act (CEQA) statutes, CALTRANS will perform environmental document quality control and NEPA assignment review procedures for environmental documentation. CALTRANS quality control and quality assurance procedures for all environmental documents are described in the NEPA Assignments memorandums, available at https://dot.ca.gov/programs/environmental-analysis/standard-environmental-reference-ser/policy-memos#LinkTarget_705. This also includes the independent judgement analysis and determination under CEQA that the environmental documentation meets CEQA requirements.
19. CITY will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.

20. CITY, including any employee, agent, consultant or sub-consultant retained by the CITY, shall implement uniform document control policies necessary to retain all records and electronically stored information associated with the WORK, including but not limited to those records identified in California Public Resources Code, Section 21167.6, and including email and attachments, in a manner consistent with the CALTRANS Uniform Filing System and the "Final Caltrans Environmental Records Retention Policy", available at <https://dot.ca.gov/-/media/dot-media/programs/environmental-analysis/documents/nepa-recordretention-policy-final-a11y.pdf>. These records, along with an index of the records, shall be provided to CALTRANS within 60 days of CALTRANS' written request.
21. The cost of CALTRANS' quality management work is to be borne by CALTRANS.

CEQA Lead Agency

22. CALTRANS is the CEQA Lead Agency for the PROJECT.

Environmental Permits, Approvals and Agreements

23. CITY will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to CITY's responsibilities in this AGREEMENT.
24. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.
25. It is expected that the PROJECT will not require environmental permits/approvals.

Project Approval and Environmental Document (PA&ED)

26. As the PA&ED IMPLEMENTING AGENCY, CITY is responsible for all PA&ED WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

27. CALTRANS will be responsible for completing the following PA&ED activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)
100.10.10.xx Quality Management
175.20 Project Preferred Alternative
180.10.05.05.xx CEQA Lead Final Env. Doc QA/QC and Approval
180.15.10 Notice of Determination (CEQA)

28. Any PARTY preparing environmental documentation, including studies and reports, will ensure that qualified personnel remain available to help resolve environmental issues and perform any necessary work to ensure that the PROJECT remains in environmental compliance.
29. CITY will provide written notice of the initiation of environmental studies to the CEQA Lead Agency prior to completing any other PA&ED phase work.

California Environmental Quality Act (CEQA)

30. Environmental documentation will be prepared in compliance with the California Public Resources Code §§ 21080.3.1(d)(e). CALTRANS will provide, and CITY will use, a letter template and a list of California Native American tribes requesting notification. CITY will prepare consultation documentation for CALTRANS' signature and transmittal in compliance with the statutorily required time frames.
31. The CEQA Lead Agency will determine the type of CEQA documentation and will cause that documentation to be prepared in accordance with CEQA requirements.
32. Any PARTY involved in the preparation of CEQA documentation will prepare the documentation to meet CEQA requirements and follow the CEQA Lead Agency's standards that apply to the CEQA process.

33. Any PARTY preparing any portion of the CEQA-documentation, including any studies and reports, will submit that portion of the documentation to the CEQA Lead Agency for review, comment, and approval at appropriate stages of development prior to public availability.
34. CITY will submit CEQA-related public notices to CALTRANS for review, comment, and approval prior to publication and circulation.
35. CITY will submit all CEQA-related public meeting materials to the CEQA Lead Agency for review, comment, and approval at least ten (10) working days prior to the public meeting date.

If the CEQA Lead Agency makes any changes to the materials, then the CEQA Lead Agency will allow CITY to review, comment, and concur on those changes at least three (3) working days prior to the public meeting date.

36. The CEQA Lead Agency will attend all CEQA-related public meetings.
37. If a PARTY who is not the CEQA Lead Agency holds a public meeting about the PROJECT, that PARTY must clearly state its role in the PROJECT and the identity of the CEQA Lead Agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the CEQA public review process.

That PARTY will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the CEQA Lead Agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTY makes any changes to the materials, it will allow the CEQA Lead Agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

The CEQA Lead Agency maintains final editorial control with respect to text or graphics that could lead to public confusion over CEQA-related roles and responsibilities.

Plans, Specifications, and Estimate (PS&E)

38. As the PS&E IMPLEMENTING AGENCY, CITY is responsible for all PS&E WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

39. CALTRANS will be responsible for completing the following PS&E activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)
100.15.10.xx Quality Management

40. CITY will prepare Utility Conflict Maps identifying the accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS' encroachment policy.

CITY will provide CALTRANS a copy of Utility Conflict Maps for CALTRANS' concurrence prior to issuing the Notices to Owner and executing the utility agreement. All utility conflicts will be addressed in the PROJECT plans, specifications, and estimate.

41. CITY will determine the cost to positively identify and locate, accommodate, protect, relocate, or remove any utility facilities whether inside or outside the State Highway System right-of-way in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements including but not limited to Freeway Master Contracts.

RIGHT-OF-WAY

42. As the RIGHT-OF-WAY IMPLEMENTING AGENCY, CITY is responsible for all RIGHT-OF-WAY WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.
43. CALTRANS will be responsible for completing the following RIGHT-OF-WAY activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)
100.25.10.xx Quality Management

44. The selection of personnel performing RIGHT-OF-WAY WORK will be in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements.
45. CITY will make all necessary arrangements with utility owners for the timely accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS' encroachment policy.
46. CITY will provide CALTRANS a copy of conflict maps, relocation plans, proposed notices to owner, reports of investigation, and utility agreements (if applicable) for CALTRANS' concurrence prior to issuing the notices to owner and executing the utility agreement. All utility conflicts will be fully addressed prior to Right-of-Way Certification and all arrangements for the protection, relocation, or removal of all conflicting facilities will be completed prior to construction contract award and included in the PROJECT plans, specifications, and estimate.
47. CITY will provide a land surveyor licensed in the State of California to be responsible for surveying and right-of-way engineering. All survey and right-of-way engineering documents will bear the professional seal, certificate number, registration classification, expiration date of certificate, and signature of the responsible surveyor.
48. Acquisition of right-of-way will not occur prior to the approval of the environmental document without written approval from the CEQA Lead Agency.
49. CITY will hear and adopt Resolutions of Necessity when authorized to do so by law or will work with local agencies having jurisdiction and authorized under the law to hear and adopt Resolutions of Necessity.

CITY will conduct and document Condemnation Evaluation and Condemnation Panel Review meetings as required in accordance with CALTRANS policy and guidance. CALTRANS will be notified in advance of any Condemnation Panel Review meetings.
50. If CITY acquires any right-of-way to be incorporated into the State Highway System, CITY will first acquire in its own name.

No right-of-way will be acquired in CALTRANS' name.

Title to the State Highway System right-of-way will ultimately be vested in the State. CALTRANS' acceptance of title will occur after the Right-of-Way Closeout activities are complete.

51. CITY will utilize a public agency currently qualified by CALTRANS or a properly licensed consultant for all RIGHT-OF-WAY activities. A qualified right-of-way agent will administer all right-of-way consultant contracts.

CITY will submit a draft Right-of-Way Certification to CALTRANS six weeks prior to the scheduled Right-of-Way Certification milestone date for review.

CITY will submit a final Right-of-Way Certification to CALTRANS for approval prior to the advertising the construction contract.

52. Physical and legal possession of the right-of-way must be completed prior to advertising the construction contract, unless PARTIES mutually agree to other arrangements in writing.
53. CALTRANS' acceptance of right-of-way title is subject to review of an Updated Preliminary Title Report provided by CITY verifying that the title is free of all encumbrances and liens. Upon acceptance, CITY will provide CALTRANS with a Policy of Title Insurance in CALTRANS' name.
54. Right-of-way conveyances must be completed prior to WORK completion unless PARTIES mutually agree to other arrangements in writing.

Schedule

55. PARTIES will manage the WORK schedule to ensure the timely use of obligated funds and to ensure compliance with any environmental permits, right-of-way agreements, construction contracts, and any other commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.

Additional Provisions

Standards

56. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:

- CADD Users Manual
- CALTRANS policies and directives
- Plans Preparation Manual
- Project Development Procedures Manual (PDPM)
- Workplan Standards Guide
- Standard Environmental Reference
- Highway Design Manual
- Right of Way Manual

Qualifications

57. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

Consultant Selection

58. CITY will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

Encroachment Permits

59. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System (SHS) right-of-way. CITY, their contractors, consultants, agents and utility owners will not work within the SHS right-of-way without an encroachment permit issued in their name. CALTRANS will provide encroachment permits to CITY, their contractors, consultants, and agents at no cost. CALTRANS will provide encroachment permits to utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.
60. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

61. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

62. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 6254.5(e) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

63. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.

Hazardous Materials

64. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, irrespective of whether it is disturbed by the PROJECT or not.

HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

65. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.
66. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

CALTRANS, independent of the PROJECT will pay, or cause to be paid, the cost of HM-1 MANAGEMENT related to HM-1 found within the existing State Highway System right-of-way.

67. CITY, independent of the PROJECT, is responsible for any HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way. CITY will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

CITY, independent of the PROJECT, will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside of the existing State Highway System right-of-way.

68. The CONSTRUCTION IMPLEMENTING AGENCY is responsible for HM-2 MANAGEMENT within the PROJECT limits.

CITY and CALTRANS will comply with the Soil Management Agreement for Aerially Deposited Lead Contaminated Soils (Soil Management Agreement) executed between CALTRANS and the California Department of Toxic Substances Control (DTSC). Under Section 3.2 of the Soil Management Agreement, CALTRANS and CITY each retain joint and severable liability for noncompliance with the provisions of the Soil Management Agreement. CITY will assume all responsibilities assigned to CALTRANS in the Soil Management Agreement during PROJECT COMPONENTS for which they are the IMPLEMENTING AGENCY except for final placement and burial of soil within the State right-of-way, per Section 4.5 of the Soil Management Agreement, which is subject to CALTRANS concurrence and reporting to DTSC which will be performed by CALTRANS.

69. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.

Claims

70. CITY may accept, reject, compromise, settle, or litigate claims of any consultants or contractors hired to complete WORK without concurrence from the other PARTY.
71. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.
72. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

73. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.
74. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

Interruption of Work

75. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.
76. If WORK stops for any reason, each PARTY will continue with environmental commitments included in the environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.

Penalties, Judgements and Settlements

77. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

Project Files

78. CITY will furnish CALTRANS with the Project History Files related to the PROJECT facilities on State Highway System within sixty (60) days following the completion of each PROJECT COMPONENT. CITY will prepare the Project History File in accordance with the Project Development Procedures Manual, Chapter 7. All material will be submitted neatly in a three-ring binder and on a CD ROM in PDF format.

GENERAL CONDITIONS

79. All portions of this AGREEMENT, including the Recitals Section, are enforceable.

Venue

80. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

Exemptions

81. All CALTRANS' obligations under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).

Indemnification

82. Neither CALTRANS nor any of their officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY under this AGREEMENT. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

83. Neither CITY nor any of their officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless CITY and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

Non-parties

84. PARTIES do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights for entities not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.
85. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

Ambiguity and Performance

86. Neither PARTY will interpret any ambiguity contained in this AGREEMENT against the other PARTY. PARTIES waive the provisions of California Civil Code, Section 1654.

A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

87. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

Defaults

88. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

Dispute Resolution

89. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Executive Officer of CITY will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

90. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

Prevailing Wage

91. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

SIGNATURES

PARTIES are empowered by the law to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

This AGREEMENT may be executed and delivered in counterparts, and by each PARTY in a separate counterpart, each of which when so executed and delivered shall constitute an original and all of which taken together shall constitute one and the same instrument.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

Dennis T. Agar
District Director (Interim)

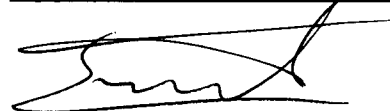
CITY OF LATHROP

Stephen J. Salvatore
City Manager

Attest:

Teresa Vargas
City Clerk

Approved as to form and procedure:



Salvador Navarrete
City Attorney

CLOSURE STATEMENT INSTRUCTIONS

1. Did PARTIES complete all scope, cost and schedule commitments included in this AGREEMENT and any amendments to this AGREEMENT?

YES / NO

Did CALTRANS accept and approve all final deliverables submitted by other PARTIES?

YES / NO

Did the CALTRANS HQ Office of Accounting verify that all final accounting for this AGREEMENT and any amendments to this AGREEMENT were completed?

YES / NO

If construction is involved, did the CALTRANS District Project Manager verify that all claims and third- party billings (utilities, etc.) have been settled before termination of the AGREEMENT?

YES / NO

Did PARTIES complete and transmit the As-Built Plans, Project History File, and all other required contract documents?

YES / NO

If ALL answers are "YES", this form may be used to TERMINATE this AGREEMENT.

CLOSURE STATEMENT

PARTIES agree that they have completed all scope, cost, and schedule commitments included in Agreement 10-10-521 and any amendments to the agreement. The final signature date on this document terminates agreement 10-10-521 except survival articles. All survival articles in agreement 10-10-521 will remain in effect until expired by law, terminated or modified in writing by the PARTIES' mutual agreement, whichever occurs earlier.

The people signing this agreement have the authority to do so on behalf of their public agencies.

This AGREEMENT may be executed and delivered in counterparts, and by each PARTY in a separate counterpart, each of which when so executed and delivered shall constitute an original and all of which taken together shall constitute one and the same instrument.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

District Director (Interim)

Date: _____

CITY OF LATHROP

City Manager

Date: _____

AMENDMENT NO. 1

TO THE AGREEMENT FOR CONSULTING SERVICES WITH MARK THOMAS FOR PHASE II OF THE TRANSPORTATION ENGINEERING SERVICES FOR THE LOUISE AVENUE / INTERSTATE 5 (I-5) INTERCHANGE PROJECT

FOR THE PREPARATION OF THE PROJECT APPROVAL & ENVIRONMENTAL DOCUMENT (PA&ED) FOR LOUISE AVENUE AND INTERSTATE 5 (I-5) INTERCHANGE PROJECT CIP PS 06-06

This Contract Amendment (hereinafter "AMENDMENT") to the agreement between Mark Thomas and the City of Lathrop dated December 19, 2006, (hereinafter "AGREEMENT") dated for convenience this November 9, 2020, is by and between Mark Thomas ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to provide Professional Engineering Services for the completion of a Project Approval and Environmental Document (PA&ED); and

WHEREAS, CITY selected the CONSULTANT pursuant to said qualifications; and

WHEREAS, on December 19, 2006 City Council approved the AGREEMENT with Mark Thomas to provide Professional Engineering Consulting Services in the amount of \$2,431,661; and

WHEREAS, CONSULTANT is willing to render such Professional Engineering Services for the preparation of the Project Approval and Environmental Document (PA&ED), as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, CONSULTANT and CITY agree as follows:

AMENDMENT No. 1 to AGREEMENT

- (1) **Scope of Service. Section (1) of the AGREEMENT for Consulting is hereby amended to the following:**

CONSULTANT agrees to perform additional services in conformance with the scope of work and fee proposal dated October 23, 2020 submitted by the CONSULTANT, attached hereto as Exhibit "A" and incorporated herein by reference.

CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 1 WITH MARK THOMAS FOR THE PREPARATION OF THE PROJECT APPROVAL & ENVIRONMENTAL DOCUMENT (PA&ED) FOR LOUISE AVENUE AND INTERSTATE 5 (I-5) INTERCHANGE PROJECT CIP PS 06-06

The aforementioned work is in addition to the scope of work in the original AGREEMENT dated December 19, 2006, for Professional Engineering Consulting Services for Phase 2 of Transportation Engineering Services for the Louise Avenue / I-5 Interchange. The scope of work is hereby amended by adding Exhibit "A". CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and the CITY'S satisfaction.

(2) Compensation. Section (2) of the Agreement for Consulting Services is hereby amended to add the following:

City hereby agrees to pay CONSULTANT an additional sum not to exceed **\$698,587**, for the professional services for the completion of a Project Approval and Environmental Document (PA&ED) set forth in Exhibit "A". CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information contained in Paragraph 5 of the original AGREEMENT. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit "A", unless a written change order or authorization describing the extra work and payment terms has been executed by CITY'S Authorized Representative prior to the commencement of the work.

(3) Effective Date and Term

The effective date of AMENDMENT No. 1 is November 9, 2020, and it shall terminate no later than April 29, 2022. All other terms of the original AGREEMENT shall remain in full force and effect.

(4) Applicability To Original Consultant Agreement

All terms and conditions set forth in the AGREEMENT dated December 19, 2006 are still in effect and are incorporated by reference herein and said AGREEMENT is incorporated by reference herein.

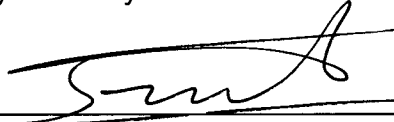
(5) Signatures

The individuals executing this AMENDMENT represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this AMENDMENT on behalf of the respective legal entities of the CONSULTANT and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 1 WITH MARK THOMAS FOR THE PREPARATION OF THE PROJECT APPROVAL & ENVIRONMENTAL DOCUMENT (PA&ED) FOR LOUISE AVENUE AND INTERSTATE 5 (I-5) INTERCHANGE PROJECT CIP PS 06-06

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

7/13/2020

Date

Recommended for Approval:

City of Lathrop
Director of Public Works

Michael King

Date

Accepted By:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore

Date

City Manager

CONSULTANT:

Mark Thomas
701 University Ave, Suite 200
Sacramento, CA, 95825

Fed ID # _____

Business License # _____

Date

(Print Name and Title)

SCOPE OF WORK

Mark Thomas will follow the scope of work below for the Interstate 5/Louise Avenue Interchange project for the City of Lathrop (City). In the performance of this scope of services, Mark Thomas will diligently perform this scope of work and will be responsible for items of work under this contract to the extent that issues arising from the performance of these services are within our reasonable control, and the Mark Thomas' obligation to indemnify and defend are limited to the extent actually caused by Mark Thomas.

It is proposed that work required to support/complete the project report will be performed by the following:

- Environmental Document/Technical Studies – LSA
- Traffic Operations Analysis Report – Fehr & Peers
- Geotechnical Report/Preliminary Foundation Report/Initial Site Assessment – Blackburn Consulting
- Right of Way Support – Monument

TASK 1. PROJECT MANAGEMENT

Mark Thomas will manage the project team, which includes managing the team, general project coordination with the City, preparing contract paperwork, memo's, letters and e-mail, making phone calls, preparing invoices and monthly progress report and maintaining project files. We will update the Critical Path Schedule (CPM) on a monthly basis to track performance and identify issues that could either delay or accelerate the schedule. Each submittal will clearly be shown in the CPM and tracked for internal progress and external review periods. The CPM will be presented as a discussion item at each Project Development Team (PDT) meeting. Other managerial duties include keeping the Project History file up to date.

Task 1.1. Caltrans Project Development Team Meetings

Mark Thomas will establish a Caltrans Project Development Team (PDT) including members of the design team, City, Caltrans, and other individuals critical to the project delivery. This task includes preparing agendas and summarizing the meeting notes, including action items. Action items will be tracked until resolved. This scope assumes a total of 20 face-to-face meetings over the anticipated 24-month schedule.

Task 1.2. Quality Assurance / Quality Control

Mark Thomas will prepare a project specific work plan to identify the work products, the Quality Assurance Manuals to be used and the deliverables to be reviewed. We will complete and document an independent technical review of each major submittal. Review comments will be addressed prior to submittal to the City.

Task 1.3. Additional Caltrans Coordination

This task includes non-PDT meetings with Caltrans that focus on one subject matter, rather than including the entire PDT team. We have assumed up to six Caltrans focus meetings on subjects such as Traffic Operations, Environmental technical studies, or Design.



TASK 1 DELIVERABLES:

- Meeting notes and agendas
- Monthly Invoices and Progress Reports
- Project Schedule
- QA/QC Plan and Reviews

GENERAL ASSUMPTIONS:

- All deliverables will be in electronic format, except where hardcopies are noted

TASK 2. DATA COLLECTION

Task 2.1. Data Collection

Mark Thomas will identify and assemble existing data, such as the topographic and digital terrain mapping, as-built drawings, GIS information and existing studies/ reports. As part of this task Mark Thomas will keep a record of files submitted.

Task 2.2. Supplemental Topographic Surveys

Five (5) days will be reserved for supplemental field surveys to identify and locate key features within the project limits that has changed since the aerial mapping was completed. Two (2) days of traffic control are reserved for work within Caltrans right of way for this effort. This supplemental mapping will be merged with the existing aerial photogrammetry to provide a complete base map and surface model for future work. It's assumed access will be provided onto private properties.

The aerial survey and supplemental topography will be compiled into an Electronic Base Map. This will be in AutoCAD format and include a Digital Terrain Model (DTM) from which contours will be generated. The electronic base map will:

- Include north arrow and a graphic scale
- Include legend symbols for all planimetric details
- Include control points
- Delineate planimetric features
- Include above-ground utilities

Task 2.3. Record Research

Record research will be performed to locate recorded maps including, right-of-way maps, records of survey, corner records, and other official maps of record necessary to determine the Right of Way within the project area. Right of Way Lines as shown on record maps in the area will be plotted. The location of the Right of Way lines will be based solely on record mapping and a best fit of the line work based on the topographic data and/or monumentation found during the topographic survey. Time is not included to find physical evidence necessary to resolve the Right of Way and/or parcel lines. No Title reports or plotting of easements is included in this scope of work.

Task 2.4. Utility Coordination

Mark Thomas will prepare Utility "A" Letters to request updated utility information for private facilities within the project footprint. We assume Mark Thomas will mail the "A" letters and track the responses.

TASK 2 DELIVERABLES:

- Utility "A" Letters
- Base Map with mapped utility locations

TASK 3. PRELIMINARY ENGINEERING

Task 3.1. Traffic Analysis

Traffic Analysis Approach and Methodology Technical Memorandum

Fehr & Peers will prepare a technical memorandum summarizing the following for review and approval by the Project Team including Caltrans:

- Study intersections;
- Study mainline and ramp locations;
- Study analysis periods;
- Vehicle Miles Traveled Analysis Area;
- Traffic forecasting modeling tool (City of Lathrop/SJCOG Travel Demand Model).
- Future year analysis periods (e.g. opening and design year); and
- Traffic operations safety analysis tool (e.g. Synchro/SimTraffic and HCS).

Data Collection and Existing Conditions Analysis

The project study area is bounded by Golden Valley Parkway to the west, the I-5 / Lathrop Interchange to the north, Harlan Road to the east, and State Route 120 to the south. Fehr & Peers will collect weekday AM (7:00 – 9:00 AM) and PM (4:00 – 6:00 PM) peak period turning movement counts at seven (7) existing study locations in the project study area. While the study locations will be selected in consultation with the Project team it is expected that the following existing intersections will be included in the Traffic Operations Analysis Report:

1. Southbound I-5 On/Off-Ramps / Louise Avenue / River Islands Parkway;
2. Northbound I-5 On/Off-Ramps / Louise Avenue / River Islands Parkway;
3. Golden Valley Parkway / River Islands Parkway;
4. Old Harlan Road Louise Avenue; and
5. Harlan Road Louise Avenue.

New traffic counts in Spring 2021 will be conducted based on coordination with Caltrans District 10. In addition to collecting intersection turning movement counts, Fehr & Peers will also obtain weekday AM and PM peak period counts at the following freeway locations:

1. Southbound I-5 before the Louise Avenue / River Islands Parkway off-ramp;
2. Southbound I-5 after the Louise Avenue / River Islands Parkway off-ramp;
3. Northbound I-5 before the Louise Avenue / River Islands Parkway off-ramp;
4. Northbound I-5 after the Louise Avenue / River Islands Parkway off-ramp;
5. Southbound Lathrop Road on-ramp;
6. Northbound Lathrop Road off-ramp;
7. Eastbound SR 120 on-ramp to Northbound I-5;
8. Northbound I-5 before the eastbound SR 120 on-ramp;

9. Southbound I-5 off-ramp to eastbound SR 120; and
10. Southbound I-5 after the eastbound SR 120 off-ramp.

Freeway Mainline and Ramp Junction Analysis

Freeway mainline, on-ramp merge section, off-ramp diverge section, and auxiliary lane analysis will be analyzed using methodologies consistent with the *Highway Capacity Manual 6th Edition*, Transportation Research Board, 2017, and contained in the Highway Capacity Software (HCS). Ramp meter analysis will be completed using the 7% ramp meter storage calculation as required by Caltrans Headquarters Traffic Operations.

The following locations will be evaluated for the AM and PM peak hour conditions:

Freeway Segments:

- Interstate 5 between SR 120 and Louise Avenue / River Islands Parkway;
(both directions – Existing Conditions)
- Interstate 5 between Louise Avenue / River Islands Parkway and Lathrop Road;
(both directions – Future Conditions)

Freeway density and level of service will be presented for each study mainline section.

Freeway Ramps:

- I-5 northbound on-ramp from eastbound SR 120 – merge analysis
- I-5 northbound off-ramp to Louise Avenue / River Islands Parkway – diverge analysis
- I-5 northbound on-ramp from Louise Avenue / River Islands Parkway – merge analysis
- I-5 northbound off-ramp to Lathrop Road – diverge analysis
- I-5 southbound on-ramp from Lathrop Road – merge analysis
- I-5 southbound off-ramp to Louise Avenue / River Islands Parkway – diverge analysis
- I-5 southbound on-ramp from Louise Avenue / River Islands Parkway - merge analysis
- I-5 southbound off-ramp to eastbound SR 120 - diverge analysis

Intersection Analysis

Fehr & Peers will analyze the existing study intersections under AM and PM peak hour conditions using the Synchro/SimTraffic 10 software. The traffic simulation analysis will model the effects of vehicle queues on intersection capacity more accurately than the macroscopic equations provided by the Highway Capacity Manual (HCM). Peak hour factors will be based on the traffic counts. Peak hour delay and level of service will be calculated for each intersection consistent with HCM 6th Edition analysis procedures.

The traffic simulation results will be based on a statistically valid set of 15 multiple runs using different random value seeds according to Caltrans' *Guidelines for Applying Traffic Microsimulation Modeling Software*. The Synchro models will be converted to micro-simulation (SimTraffic) to determine existing intersection delay, level of service and 95th percentile queues.

Caltrans Safety Analysis

Caltrans' recently released Interim Land Development and Intergovernmental Review (LDIGR) Safety Review Practitioners Guidance ("Caltrans Safety Review Guidance"). This optional task is proposed in response to the guidance provided by



Caltrans, which is effective immediately. Fehr & Peers will coordinate with the project team and Caltrans District 10 to determine the extent of the safety analysis necessary for the proposed project.

SB 743 (via its OPR guidelines) and other legal precedent confirms that safety is an environmental impact topic that should be addressed as part of CEQA compliance. The Caltrans Safety Review Guidance specifies that lead agencies (and by extension, its consultants) perform various safety-related reviews and investigations. Lead agencies will:

- Review safety-related local planning documents to determine if the proposed project may adversely affect locations identified for traffic safety improvements or if they would interfere with completion of remedial action of projects identified in these plans.
- Identify mitigations for significant adverse impacts associated with the above.
- Have discretion to determine their own methodology for safety impact review, though Caltrans recommends a starting point by review of various safety-related plans.
- Address the following general safety topics:
 - Identify plans and programs relevant to the proposed project area.
 - Identify safety issues (e.g. high injury network, systemic crash history or typologies in the project area), actions, or projects in the area affecting the State Highway System.
 - Address any safety comments provided by Caltrans.
 - Determine if the proposed land use project would adversely impact safety, safety actions, or safety projects.
 - Prioritize vulnerable road users and communities where tradeoffs may be required.
 - Determine whether the project's contribution to the adverse impacts identified through the above review constitutes a significant impact under CEQA, and if so, recommend roughly proportional, nexus-based mitigations for those impacts.

Fehr & Peers will perform the above described safety reviews using available plans, studies, and collision history data. Fehr & Peers will coordinate with the project team and Caltrans District 10 for input on potential study locations; however, since the Guidance only pertains to safety on the State Highway System, it is anticipated that the safety review will focus exclusively on the SR 120/Airport Way interchange and the segments north and south of the interchange. The following specific types of investigations will be performed:

- Freeway off-ramp queuing spilling back from interchanges, causing stopped traffic on the freeway mainline and/or speed differentials;
- Queuing exceeding turn pocket lengths that impedes through traffic;
- Increased walking/biking and multi-modal conflicts at interchanges or a project-related degraded walking/biking environment.
- Change in traffic mix which may be incompatible with facility design (i.e. pedestrians added to a facility without sidewalks);
- Transition between free flow and metered flow;
- Increased traffic volumes or vehicle speeds.

Fehr & Peers will prepare a collision summary on Interstate 5 between the I-5 / Louise Avenue / River Islands Parkway interchange to the north and the SR 120 / I-5 freeway-to-freeway interchange to the south based on Caltrans TASAS data

for the most recent available three-year period. A collision analysis will also be completed for the I-5 / Louise Avenue / River Islands Parkway interchange ramp terminal intersections. The results will be summarized by collision type in tabular form and compared to state-wide averages for similar facilities.

Future Conditions Analysis

Develop Traffic Forecasts and VMT Analysis

The current version of the City of Lathrop / San Joaquin Council of Governments (SJCOG) / Stanislaus Council of Governments (StanCOG) and Merced County Association of Governments (MCAG) Three (3) County Travel Demand Forecasting Model (Three County Model) will be used to determine future year peak hour forecasts for the study locations. Prior to developing future year forecasts a focused base year model validation exercise will be undertaken in the study area. Under this task the existing land use and roadway network within the study area in the base year model will be checked for accuracy and modified as necessary to best reflect current conditions. The base year model will then be executed, and the model volumes will be compared against the traffic counts collected in Task 2 to confirm that model satisfies Caltrans validation criteria within the study area.

Modifications made to the base year model will be carried forward to the future year Three County Model. The Three County MIP/SCS Model will be used to develop Opening Year and Design Year peak hour and daily forecasts for No Build and up to **two** Project Alternatives at the study locations. Future land use and roadway network assumptions for the study area will be consistent with the City of Lathrop General Plan, City of Manteca General Plan, San Joaquin County General Plan and the SJCOG Regional Transportation Plan.

Special attention will be paid to the future development and roadway network assumptions surrounding the proposed freeway to freeway interchange to ensure that the new interchange is sized appropriately. In addition to traffic forecasts, the Three County MIP/SCS will be used to determine the regional implications of the project by examining additional measures of effectiveness (MOEs) such as vehicle miles of travel (VMT) with and without the Project.

Traffic Forecasting Memorandum

Fehr & Peers will submit a technical memorandum summarizing the traffic forecasts for review by the Project PDT. We will respond to one round of review and written comments and prepare a Final Traffic Forecasting Memorandum. Once approved, Fehr & Peers will proceed with the technical evaluation of the project.

Opening Year and Design Year Intersection and Freeway Operations Analysis

The traffic forecasts developed in Task 3.1 will be used to evaluate potential changes in Vehicle Miles Traveled (VMT) for the project study area. The results of the VMT by 5 mile per hour speed bin will be used in the Air Quality analysis.

The traffic forecasts will also be used to update the existing HCS analysis models (AM and PM peak period) for up to two project alternatives plus No Project conditions. Similar to existing conditions freeway density and level of service will be presented for each study mainline section.

The traffic forecasts developed in Task 3.1 will also be used to update the existing Synchro/SimTraffic traffic analysis models (AM and PM peak hour) for up to two project alternatives in addition to No Project conditions for the opening and design year scenarios. Similar to existing conditions freeway density and level of service will be presented for each study mainline section.



Fehr & Peers will compare the results of the scenarios to assist the PDT evaluate the benefits and justification for the project. Results will include average delay, level of service, and estimated 95th percentile queue lengths for each study intersection. The results will also help identify the necessary interchange design, ramp configurations, auxiliary lanes, braided ramps that will be necessary to serve the projected growth in the area and inter-regional travel between San Joaquin County and Stanislaus County, Merced County and other destinations.

It is assumed that ramp metering will be a design feature at the I-5 / Louise Avenue / River Islands Parkway interchange. For each of the Project Alternatives, the required ramp metering storage will be calculated using the following formula:

$$\text{Desired Ramp Metering Storage} = 0.07 * \text{Design Year Peak Hour Volume}$$

In addition, based on Caltrans requirements, we will also analyze the following network wide performance measures for Construction Year 2025, Interim Year 2035 and Design Year 2045 AM and PM peak hour Conditions:

- Vehicle Miles of Travel;
- Total Vehicle Hours of Delay;
- Total Stops;
- Vehicle Hours Travelled;
- Total Fuel Consumption;
- Total Vehicle Emissions; and
- Percent Demand Served.

Traffic Operations Analysis Report (TOAR)

Fehr & Peers will prepare the Traffic Operations Analysis Report (TOAR) summarizing the results and findings. We will submit an Administrative Draft TOAR to the consultant team for one round of review and written comments. Fehr & Peers has budgeted up to 12 hours to respond to written comments and prepare the Draft Traffic Operations Analysis Report for submittal to Caltrans. After we address the first round of comments, we will prepare the Draft Final TOAR to submit to Caltrans and other PDT members for one round of review and written comments. Fehr & Peers has budgeted up to 24 hours to respond to Caltrans comments and prepare the Final Traffic Operations Report. We will submit the Final TOAR in both hard copy and electronic format. It is anticipated that the TOR will be incorporated into the Project Approval Report and Environmental Document by others.

Note that for both the Administrative Draft Report and Draft Report the number of hours budgeted to respond to comments is sufficient to address editorial comments (e.g. edits to text, edits to figures and tables, etc.). Redo of the traffic analysis as a result of any design changes or the addition of project alternatives is not included in the budget.

Task 3.2. Geometric Approval Drawings

For the Draft and Final Project Report, Mark Thomas will prepare Geometric Approval Drawings (GADs) for Caltrans review and approval for a new alternative layout (Diverging Diamond Interchange). The purpose of the GAD is to identify geometric design features, environmental impacts, right of way footprint and necessary design exceptions. The GAD will show alignment, superelevation, profile and typical cross sections. The profile will be sufficient for the PA& ED



phase but may need to be refined with additional survey data during final design phase. Mark Thomas assumes that the GAD for the tight diamond/partial cloverleaf (Alternative 2) previously prepared will be sufficient for the Project Report.

Task 3.3. DIB 78/Design Decisions

During the refinement of the project alternatives Mark Thomas will identify features that do not meet current Caltrans Design Standards for the Diverging Diamond alternative. Design exceptions will be required, including but not limited to those identified in the completed PSR for this project. Mark Thomas will prepare a draft Design Standard Decision Document (DSDD). The draft DSDD will be submitted to Caltrans for review and approval.

A Design Information Bulletin 78 design checklist will be submitted with the GADs. The checklist documents conformance with applicable design standards. We anticipate one (1) review by Caltrans District 10 and a final review/approval by Caltrans Headquarters Project Delivery Coordinator because both underlined and bold design exceptions are anticipated.

Task 3.4. Structure Advance Planning Studies

Mark Thomas will develop an additional Structure Advance Planning Studies (APS) for two retaining walls under I-5 for the Diverging Diamond Alternative. An APS Design Memo will document structure alternatives considered, construction staging, constructability, and assumed foundation type. A Preliminary Foundation Memo and square-foot cost estimates for each structure alternative will be included. The approved APS will be included as part of the Project Report.

Task 3.5. Storm Water Data Report

Mark Thomas will prepare a Storm Water Data Report in accordance with Caltrans procedures using information developed under Task 3.2.

Task 3.6. Landscape Assessment

Mark Thomas will prepare a draft and final Landscape Assessment memo for improvements related to the landscape of the interchange. The memo will include a description of existing conditions and site setting and provide recommendations regarding plant types, placement, physical character, and visual impacts of landscape improvements.

Task 3.7. Right of Way Data Sheet

Monument will prepare ROW Data Sheets for each alternative, and a ROW plan for the preferred alternative. We are assuming impacts to up to 8 parcels, with up to 1 business and 2 residential relocations. The scope of work for preparing Right-of-Way Data Sheets for each alternative under consideration includes:

- Take an inventory of the affected properties for each selected option.
- Using public Assessor's Roll information, investigate the ownership, lot size, and building size of each affected property.
- Visually inspect each property (exterior street view) and evaluate effects of proposed acquisition. List all businesses on each property and the approximate space they occupy.
- Sort each property into product types to determine the universe of real estate data sets to research and create valuation data sets for each product type.
- Prepare an estimate of the probable cost of each full property acquisition or the cost of each partial



- acquisition (plus damages) using the data sets created and utilizing our various real estate value data bases.
- Prepare an estimate of the probable relocation assistance exposure for each residential or non-residential occupant located on each property.
 - Prepare an estimate of the immovable fixtures and equipment associated with each business property.
 - Prepare an estimate of the total probable loss of business goodwill attributable to each operating business.
 - Prepare an estimate of the inspection and demolition costs associated with delivering each cleared site.
 - Prepare an estimate of the total services and incidental costs associated with each real estate acquisition program (appraisals, acquisition and relocation agents, title/escrow, and legal services).
 - Prepare Draft Relocation Impacts Memorandum for under 10 relocations per Caltrans ROW manual 10.02.04

The scope of work will be performed and delivered in the form of a report containing a textual description of the project areas studied, a summary of total probable costs of the study area itemized by major component, and will include detailed spreadsheets showing how the summary sheets were calculated. The spreadsheets contain a parcel-by-parcel breakdown of all probable costs.

In the event that the acquisition program is to be phased or determined to be implemented at a future date, formalized spreadsheets will be created which apply the appropriate cost escalation factors to reflect the projected schedule. The final cost information determined from the accumulation of data will then be transferred into the appropriate format for application to the Right of Way Data Sheets, or other format required by the project.

Task 3.8. Utility Conflict Analysis

Mark Thomas will use the information gathered by the Utility "A" Letter process to identify potential utility conflicts. We will contact the utility companies to help identify the costs of relocations and also make a preliminary determination of "prior rights" to establish the cost to be used in the Right-of-Way Data Sheet.

Task 3.9. Geotechnical Reports

Preliminary Materials Report

Blackburn will perform the following in preparation of the Preliminary Materials Report:

- Obtain a City encroachment permit to complete the hand auger borings. We assume the City will waive any associated fees.
- Provide traffic control (where required) consisting of signs/cones during the field work per Typical Application TA-1 (Work Beyond the Shoulder) of the California Manual of Uniform Traffic Control Devices.
- Perform 4-5 hand auger borings to depths of about 4 feet in unpaved areas within the proposed roadway improvement limits to obtain soil samples for testing.
- Perform laboratory R-value and soil corrosivity tests (pH, resistivity, sulfates, chlorides) on representative samples obtained from the borings.

Blackburn assumes that the required Caltrans encroachment permit and any private right-of-entry agreements necessary to complete the field work will be obtained by the City or Mark Thomas.

Using the above data, Blackburn will prepare and submit Preliminary Materials Report (MR) for the project in general accordance with Topic 114 (Materials Report) of the Caltrans Highway Design Manual (November 20, 2017). The report

will include preliminary soil corrosivity considerations for the project roadway improvements and preliminary pavement section design recommendations based on traffic index(es) provided by Mark Thomas.

Preliminary Foundation Report

Blackburn will review the following in preparation of the Preliminary Foundation Report:

- Existing information available for the existing undercrossing including the as-built log of test borings, structure plans, foundation design reports, pile driving records, etc.
- Advance Planning Study plans for the proposed tieback walls and southbound on-ramp undercrossing bridge structure.
- Blackburn's existing geotechnical information gathered for the previous preliminary planning phase of the project.
- Geologic maps, seismic hazard maps and historic groundwater level data covering the site.

Using data obtained from our document review, Blackburn will perform preliminary geotechnical and seismic analysis and prepare a Preliminary Foundation Report for the proposed structures in general accordance with Caltrans *Foundation Reports for Bridges (February 2017.r1)*. Blackburn's scope includes using the current Caltrans ARS Online tool to develop the design seismic response spectrum.

Task 3.10. Life Cycle Cost Analysis

Mark Thomas will complete a Life Cycle Cost Analysis to compare the life-cycle costs of different pavement types and design strategies including: 1) Pavement types (flexible, rigid, or composite and 2) Pavement design lives comparisons (e.g., 20 vs. 40 years). LCCA will be performed and documented, using the procedures and data in the Caltrans LCCA Procedures Manual.

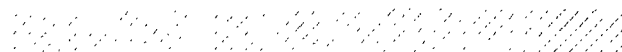
TASK 3 DELIVERABLES

-
- Draft and Final GADs
- Draft and Final DIB 78
- Advance Planning Studies for Structure widening and retaining walls
- Draft and Final Storm Water Data Report
- Draft and Final Landscape Assessment Memo
- Draft and Final R/W Data Sheets
- Draft and Final Preliminary Geotechnical Reports
- Life Cycle Cost Analysis
-

TASK 4. ENVIRONMENTAL DOCUMENT

Task 4.1. Technical Studies

The following revised/supplemental technical studies will be prepared in support of the CEQA/NEPA environmental document.



Air Quality and Greenhouse Gas

LSA will revise the Air Quality Report (AQR) and Air Quality Conformity Report (AQCR) to reflect the current project design and current traffic analysis. A key objective of the evaluation will be to revise the impact analysis to reflect the current design and to identify any new air quality and greenhouse gas emissions impacts that were not previously evaluated in the July 2009 AQR and AQCR.

Research/Coordination

LSA will review the ambient air quality data, regulatory discussions, and thresholds of significance and update the reports accordingly.

Documentation:

It is expected that revisions to the AQR and AQCR will generally be limited to updating the project description, and updating the impacts analysis and associated mitigation measures (if any). The format of the two reports will also be updated to the most recent Caltrans' Guidance (currently December 2017 and February 2014, for the AQR and AQCR annotated outlines respectively, with a separate *Climate Change Annotated Outline Non-Capacity Increasing* annotated outline posted December 2019 and *Air Quality Conformity Findings Checklist* posted August 2020).

We have budgeted 12 hours for responding to comments during review of the revised AQR and AQCR.

Biology

LSA will prepare an addendum to the Natural Environment Study (Minimal Impacts) (NESMI) that was previously approved for the project in February 2010 to reflect the current project design. A key objective of the NESMI Addendum, which will be presented in a succinct memorandum, will be to ensure that the NESMI conclusions are still valid and that no project design, regulatory, or physical setting changes have occurred requiring additional evaluation or documentation.

Research/Coordination

LSA will request a list of special-status species from the U.S. Fish and Wildlife Service (USFWS) via the online Information, Planning, and Conservation (IPaC) System and will query the California Natural Diversity Data Base and California Native Plant Society Online Database.

Field Survey

LSA will conduct a general field survey to confirm that site conditions are consistent with the setting described in the February 2010 NESMI.

Documentation

LSA anticipates that the NESMI Addendum will generally be limited to updating the project description, describing any physical or regulatory setting changes, evaluating any new potential impacts based on the updated species lists and the results of the field survey, and updating the mitigation measures (if required).

We have budgeted 10 hours for responding to client and Caltrans comments generated during review of the NESMI Addendum.



Cultural Resources

LSA will conduct additional cultural resource studies that are needed for the County and Caltrans to address requirements of Section 106 of the National Historic Preservation Act, NEPA, CEQA, and the Caltrans 2014 *First Amended Programmatic Agreement Among The Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance With Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program in California* (Section 106 PA).

Project History

Built Environmental Resources

No built environment resources were identified in the 2007 Historic Property Survey Report (HPSR) conducted for this project. Based on current aerial imagery and a review of ParcelQuest data, LSA did not identify any new built environment cultural resources adjacent to or within the project footprint that could potentially be affected by the proposed project.

Archaeological Resources

Background research, a records search of the California Historical Resources Information System, and a pedestrian field survey of the Area of Potential Effect (APE) conducted in 2007 resulted in negative findings for archaeological cultural resources. A Sacred Lands File (SLF) search was conducted by the Native American heritage Commission (NAHC) and resulted in positive findings. Furthermore, based on the landform age, the potential for identifying intact subsurface deposits in the area was considered low for purposes of the 2007 study; however, human burials and other subsurface archaeological features associated with site CA-SJO-280 have been identified nearby within the last 13 years increasing the sensitivity for subsurface archaeological features.

Supplemental HPSR and Supplemental ASR

Updated Records Search

On May 23, 2007, the Central California Information Center (CCaIC) conducted a records search (File No. 6721L) of the APE and a 1-mile search radius at the request of LSA. LSA will request an updated records search for all resources and studies submitted to the CCaIC after 2007 that are within the APE and a 0.5-mile radius.

Field Survey

LSA staff that meet the Caltrans standards for archaeological surveyor or above will conduct a field survey to identify any archaeological resources or indicators of subsurface deposits within the APE that may have not been observed in 2007.

Consultation/Coordination

LSA will submit a SLF search request to the NAHC for purposes of the revalidation study. LSA will contact all tribal groups listed by the NAHC by letter and follow-up telephone calls, as necessary, to provide the updated APE map and to share information about the Project design changes. The letters will be combination Assembly Bill 52/Section 106 notification letters and will require CEQA lead agency letterhead (to be provided by client). LSA will attend up to two consultation meetings (internet or telephone meeting, total 4 hours) to provide technical input and record minutes. In 2007, LSA contacted the Haggin Museum, the San Joaquin Historical



Society, and the Manteca Historical Society. LSA will send letters with updated project information and maps to these historical societies to request input or concerns.

- LSA will prepare a revised APE map to Caltrans standards. The APE will depict the modified Project design.
- LSA will prepare a sHPSR to Caltrans standards.
- LSA will prepare a sASR to Caltrans standards.

We have budgeted 8 hours for responding to comments generated during review of the sHPSR and sASR.

Noise

Noise Study Report (NSR)

The previous NSR, completed in 2009, was completed under a prior Caltrans Noise Analysis Protocol. LSA will prepare a noise study report consistent with the current Caltrans Noise Analysis Protocol (April 2020) and Technical Noise Supplement (TeNS) to address traffic noise impacts on land uses located adjacent to the proposed project, such as residential use areas located adjacent to the proposed project. Noise standards regulating noise impacts, including the Noise Abatement Criteria (NAC) and applicable local noise ordinances, will be discussed for land uses located adjacent to the project. The areas with potential future traffic noise impacts will be identified using land use information, aerial photographs, and field reconnaissance. A discussion of any existing sensitive uses and approved future uses in the project vicinity will be included.

Ambient noise level measurements will be conducted to establish the existing noise environment at representative receptor locations adjacent to I-120, Louise Avenue, and other local roads. One long-term (24 hour) and up to eight short-term (15-minute) noise level measurements will be made to document the existing noise environment and to calibrate the traffic noise model. Observations of barriers, terrains, building heights, and other site-specific information will be noted during each measurement period.

Noise impacts from construction sources will be analyzed based on the equipment expected to be used, length of a specific construction task, equipment power type (gasoline or diesel engine), horsepower, load factor, and percentage of time in use. The construction noise impact will be evaluated in terms of maximum levels (L_{max}) and the frequency of occurrence at adjacent receptor locations. Analysis requirements will be based on the sensitivity of the project study area and the Noise Ordinance specifications of San Joaquin County, as well as Caltrans' requirements for construction activity.

The Federal Highway Administration (FHWA) Traffic Noise Model (TNM), Version 2.5, will be used to evaluate the traffic noise levels associated with the Existing, Future No Build, and one Build Alternative. Model input data include peak-hour traffic volumes, vehicle mix among autos, medium and heavy trucks, vehicle speeds, ground attenuation factors, and roadway configurations. Existing roadway traffic noise will be calculated as baseline conditions, using concurrent traffic counts obtained during ambient noise level measurement. The future traffic conditions will assume either the worst-case traffic condition or the projected traffic volumes provided in the traffic study, whichever is lower.

Noise Abatement Decision Report (NADR)

LSA will prepare a NADR, as defined in the Caltrans Traffic Noise Analysis Protocol (April 2020), upon receipt of the estimated sound barrier construction cost and non-acoustical factors related to feasibility from the project engineer. The report will summarize the preliminary reasonableness determination from the Noise Study Report, present the

engineer's cost estimate for the evaluated abatement, evaluation of non-acoustical factors related to feasibility, preliminary noise abatement decision, and secondary effects of abatement (impacts on cultural resources, scenic views, hazardous materials, and biology).

LSA has budgeted 14 hours for responding to comments generated during review of the NSR and 12 hours are budgeted for responding to comments generated during review of the NADR.

Task 4.2. Phase 1 Initial Site Assessment

Blackburn will complete a Phase I Environmental Site Assessment (ESA) to assess whether potential sources or indications of hazardous materials conditions are present within or adjacent to the Project area. Blackburn will complete the ESA in accordance with ASTM E1527-13 "Standard Practice for Environmental Site Assessment: Phase I Environmental Site Assessment Process" requirements by performing the following tasks:

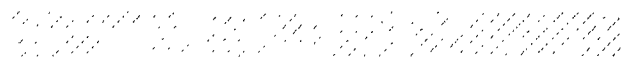
- Review historically available ESA and Phase II ESA information within the Project area, including Blackburn's April 25, 2005 Initial Site Assessment and October 24, 2007 Draft Aerially Deposited Lead Evaluation for the project.
- Conduct a site reconnaissance to observe current land use and indications of potential contamination by hazardous materials on or adjacent to the Project area. This will include documentation of areas showing evidence of surface staining; storage, dumping; handling and mixing areas for hazardous materials (such as pesticides and fuel products), and apparent locations of fuel tanks and wells.
- Review of on-line regulatory databases such as the State Water Resources Control Board GeoTracker site and/or the Department of Toxic Substances Control (DTSC) EnviroStor site, to determine if known impacts and/or previous environmental work exist for the Project area.
- Review historical aerial photographic and topographic map coverage of the Project area and surrounding areas for indications of sources for potential contamination. Review a commercial database including federal, state, and county records for indications of the use, misuse, or storage of hazardous and/or potentially hazardous materials on or near the site. Based on the Historical Research, attempt to identify past and present operations conducted on or adjacent to the property to assess the potential for hazardous materials impacts to the site.
- Prepare an ESA Report documenting findings, conclusions and recommendations.

Task 4.3. Environmental Document

LSA will prepare a CEQA IS/MND and information sufficient for Caltrans to complete a NEPA CE based on the updated analysis of the technical studies.

Project Initiation

Project initiation tasks will include review of applicable background materials and preparation of the project description for use in the CEQA document. The project description will provide as much detail as is available from the City/Caltrans and any available background reports. A section describing all approvals required for the project will also be included. LSA would request PDF versions of all project graphics for inclusion in the Project Description. A draft of the project description will be submitted to the City/Caltrans for review and acceptance before the LSA team begins conducting any impact analyses. The project description will also include a summary of the project site background, including a summary of infrastructure improvements within the vicinity of the project site.



Evaluation of Environmental Effects

Using the CEQA Environmental Checklist Form (Appendix G of the CEQA Guidelines), LSA will substantiate the conclusion of “No Impact”, “Less than Significant Impact”, or “Less than Significant Impact with Mitigation” for all environmental topics. LSA will utilize information from the technical studies prepared as part of Task 2 and all available background information to briefly address the following topics: aesthetics; agricultural and forestry resources; air quality; biological resources; cultural resources; energy; geology and soils; greenhouse gas emissions; hazards and hazardous materials; hydrology and water quality; land use and planning; mineral resources; noise; population and housing; public services; recreation; transportation; tribal cultural resources; utilities and service systems; and wildfire. The Initial Study will rely primarily upon the environmental analysis provided in the Draft I-5/Louise MND prepared previously and the technical studies. Applicable mitigation measures will be identified for the proposed project. Where practical, mitigation measures that were specific to the project evaluated in the Draft I-5/Louise MND previously will be reviewed and modified or eliminated as appropriate. This scope of services assumes that no new impacts or substantially more severe impacts would result from the proposed project.

LSA will prepare two drafts of the Initial Study/Mitigated Negative Declaration for review by City/Caltrans staff prior to finalizing the document. LSA will also prepare findings and a Mitigation Monitoring and Reporting Program (MMRP) as necessary. The contents of these deliverables are described below.

Administrative Draft Initial Study/Mitigated Negative Declaration

Using a modified CEQA checklist, LSA will prepare an Administrative Draft Initial Study/Mitigated Negative Declaration with the following components:

- Project Description
- CEQA Environmental Checklist
- Mandatory Findings of Significance
- Contacts and Bibliography
- Mitigated Negative Declaration
- Technical Appendices (as applicable)

Figures and tables will be provided as appropriate to illustrate the project site, the proposed project, and the findings of the Initial Study/Mitigated Negative Declaration. LSA will provide up to five paper copies and one MS Word and PDF version of the Administrative Draft for review by City/Caltrans staff.

Screencheck Draft Initial Study/Mitigated Negative Declaration

LSA has budgeted up to 12 hours to make any necessary revisions based on comments received from City/Caltrans staff to the Administrative Draft Initial Study/Mitigated Negative Declaration and will prepare one MS Word and PDF version of the Screencheck Draft in electronic format for review by City/Caltrans staff. This submittal will include both a clean document and a compare version with text changes made to the Administrative Draft document shown in underline and strikeout for the City/Caltrans to more easily confirm that all comments and edits are fully incorporated into the Screencheck Draft. LSA will provide up to five paper copies and one MS Word and PDF version of the Screencheck Draft for review by City/Caltrans staff.

Public Review Draft Initial Study/Mitigated Negative Declaration

The purpose of this task will be to respond to City/Caltrans comments on the Screencheck Draft IS/MND, complete necessary revisions, submit the document for Caltrans approval, and publish for public review. We have budgeted for a maximum of 16 hours for responding to comments generated by the City/Caltrans staff. Fifteen summary copies with

CDs and ten hard copies of the Draft IS/MND will be provided to Caltrans to circulate for public review. It is expected that Caltrans will be responsible for publishing all legal notices and advertisements. LSA will assist the Caltrans in the preparation of the public notice of intent to adopt the MND and the Notice of Completion for the State Clearinghouse.

Responses to Comments on the Draft Initial Study/Mitigated Negative Declaration and Mitigation Monitoring Reporting Program/Environmental Commitment Record

The purpose of this task is to prepare written responses to comments received on the Draft IS/MND that raise significant environmental issues and submit them for City/Caltrans staff review after the close of the public comment period. We have budgeted for a maximum of 24 hours for responding to comments generated by the public. LSA will also include a Mitigation Monitoring Program/Environmental Commitment Record (MMRP/ECR) that outlines timing and responsibility assignments for implementing each measure.

Final Initial Study/Mitigated Negative Declaration

Based on comments received from City/Caltrans staff, LSA has budgeted up to 8 hours to make any necessary revisions to the Responses to Comments and will incorporate comments received into one final document for publication and distribution. LSA will provide fifteen summary copies with CDs and ten hard copies of the Final Initial Study/Mitigated Negative Declaration for review and distribution by Caltrans staff.

TASK 4 DELIVERABLES

- NESMI Addendum
- Draft/Final Air Quality Report and Air Quality Conformity Report
- APE Map
- Draft/Final sHPSR/sASR
- AB-52 Consultation Letters
- Draft/Final Noise Study Report
- Draft/Final Noise Abatement Decision Report
- Draft/Final Community Impact Assessment Memorandum
- Draft/Final Visual Impact Assessment Memorandum
- Administrative Draft IS/MND
- Screencheck Draft IS/MND
- Draft/Final IS/MND and MMRP/ECR
- One public notice delivered to the County Clerk for posting
-

TASK 5. PROJECT REPORT

Task 5.1. Cost Estimates

Mark Thomas will prepare quantities and unit costs for the build alternative and complete the 11-page Caltrans Preliminary Project Cost Estimate Summary. Approximate quantities will be developed, and unit costs determined based on Caltrans Contract Cost Data and recent applicable bid results. The 11-page estimate will also include supplemental items, state furnished materials and an estimate of Capital Outlay Support Costs.



Task 5.2. Traffic Management Plan

Consistent with Caltrans standards, Mark Thomas will prepare a Traffic Management Plan (TMP) checklist and for inclusion in the PR. This will include a review of traffic control restrictions, recommendations for anticipated lane closures, construction staging/traffic requirements, COZEEP requirements, and a review of construction strategies. The TMP will be submitted to Caltrans for approval and will be included as an attachment to the Project Report.

Task 5.3. Risk Management Plan

The plan will be prepared to PA&ED phase standards and submitted to Caltrans for approval as part of the draft and Final Project Report. Risks identified in the PID phase will be retired as appropriate and new risks added as identified. The Risk Management Plan is a tool to be used to keep the City and Caltrans informed of risks and what efforts can be utilized to reduce risks and costs.

Task 5.4. Project Report

Mark Thomas will prepare the Draft and Final Project Report (PR) for distribution, review and approval by the City, Caltrans, and selected PDT members.

Concurrent with environmental document submittals, we will prepare the Project Report (PR) for distribution, review and approval by Caltrans, and the rest of the PDT. The PR will be prepared in conformance with Caltrans Project Development Procedures Manual latest guidelines and format style will include the supporting information (GADs, Traffic Studies, Cost Estimates, etc.) listed above.

The report will be prepared and approved in two versions: The Draft PR requests approval to circulate environmental document, and the Final PR requests approval of project. Each version of the above reports will be submitted in Draft Form (full District circulation), Draft Final (limited, management review) and Final Form (District circulation copies), for a total of six submittals.

TASK 5 DELIVERABLES

- Draft and Final 11-page Cost Estimate
- Draft and Final TMP
- Draft, Periodic Updates and Final Risk Management Plan
- First draft of Draft Project Report
- Second Limited draft of Draft Project Report
- Draft Project Report (One hardcopy with Attachments)
- First draft of Final Project Report
- Second Limited draft of Final Project Report
- Final Project Report (One Hardcopy with Attachments)



TASK 6. OPTIONAL TASKS

Task 6.1. Modified Access Report/Highway Safety Manual Analysis

Projects that change access on the Interstate System are required to complete the FHWA approval process. FHWA approval is a two-step process that helps identify fatal flaws and ensure the investment in subsequent phases of the project is not wasted.

Step 1 –The Interstate System Access Change Request that addresses FHWA’s two policy requirements will be submitted to the FHWA California Division Office. Once the FHWA is satisfied that the proposed access change meets policy requirements, the FHWA will send a Determination of Engineering and Operational Acceptability.

The Draft Project Report will address the FHWA policy requirements including information regarding the access control modification for each competing alternative and document the impacts and necessary mitigation strategies needed to implement each competing alternative. Once the FHWA is satisfied that the proposed access change meets policy requirements, the FHWA will send a Determination of Engineering and Operational Acceptability.

Step 2 – Final Approval An Interstate System Access Change Request for Final Approval in the form of a letter is submitted to the FHWA California Division Office. The request will reference the previous Determination of Engineering and Operational Acceptability, detail any changes that have occurred since the determination was granted, and include a copy of the final environmental document with a copy of the record of decision. Once the Final Approval is granted, the FHWA will send a formal letter to the District Director.

The Interactive Highway Safety Design Model (IHSDM) and/or Enhanced Interchange Safety Analysis Tool (ISATe) spreadsheets will be used to complete the predictive crash analysis for the project alternatives. Mark Thomas will collaborate with Traffic Operations staff to build model in the HSM software tool and perform data-driven analysis using the appropriate HSM software tool. This analysis will be used to complete the Modified Access report and will be included in the Design Standard Decision Document.

ASSUMPTIONS/EXCLUSIONS

- All access to the site will be provided at no cost to Mark Thomas
- Monument Preservation is not included
- Right of way retracement is not included
- A Record of Survey is not included.
- No underground locations (potholing) are included in this scope of work.
- Design Level Foundation/Geotechnical Materials Reports are not included in this scope of work.
- Drainage Report and Location Hydraulic Study (Wreco – October 2007) will be sufficient to complete PA/ED.
- APSs completed for the Louise Avenue Undercrossing and Tie Back wall as part of Alternative 2 will not be updated. The APS for tieback walls for the DDI will be included in this scope as well as the APS Design Memorandum.
- This scope of work assumes approved Fact Sheets (now referred to as Design Standard Decision Document) for previous alternatives will be sufficient and a DSDD will be prepared for one additional alternative (DDI).



COST PROPOSAL FOR PROJECT SCOPE: Lathrop-Louise Avenue/I-5 Interchange Project

MARK THOMAS	Subcontractors											Subconsultants			TOTAL COST							
	Principal	Sr. Project Manager	Sr. Project Engineer	Design Engineer II	Design Engineer I	Sr. Technician	Survey Manager	Project Surveyor	Survey Technician	2 Person Field Crew	LAUD Project Manager	Landscape Architect	Sr. Project Accountant	Sr. Project Coordinator		Total Hours	Total IMT Cost	Fehr & Peers	BCI	Monument	LSA	
1.0 PROJECT MANAGEMENT																						
1.1 Project Management	8	80																				
1.2 Calltrans POT Meetings	12	60	60																			
1.4 QA/QC		16	40																			
1.5 Additional Calltrans Coordination	8	24	8																			
Subtotal Phase 1	28	180	108	0	0	0	0	0	0	0	0	0	24	36	376	\$87,720	\$0	\$5,000	\$0	\$18,173	\$110,893	
2.0 DATA COLLECTION																						
2.1 Data Collection	8	8		40																		
2.2 Supplemental Topographic Surveys						6	24	40	40													
2.3 Record Research						8	16	40	8													
2.4 Utility Coordination	2	24	24	40																		
Subtotal Phase 2	0	10	32	0	80	0	14	40	48	0	0	0	0	0	304	\$50,336	\$0	\$0	\$0	\$0	\$50,336	
3.0 PRELIMINARY ENGINEERING																						
3.1 Traffic Analysis	16	24																				
3.2 Geometric Approval Drawings	24	100		170																		
3.3 DIB 78/Design Decisions	24	40	40	60																		
3.4 Structure Advance Planning Studies	12	40	40		60																	
3.5 Storm Water Data Report	4	16		80																		
3.6 Landscape Assessment	2									24												
3.7 Right of Way Data Sheet	2	8	8	16																		
3.8 Utility Conflict Analysis	4	24	24	36																		
3.9 Geotechnical Reports	8																					
3.10 Life Cycle Cost Analysis	4	36	36																			
Subtotal Phase 3	0	92	296	40	348	60	0	0	0	24	24	0	0	0	884	\$142,580	\$127,572	\$25,580	\$10,000	\$0	\$305,732	
4.0 Environmental Document																						
4.1 Technical Studies	16	20																				
4.2 Phase 1 ISA	2	8																				
4.3 Environmental Document	16	20																				
Subtotal Phase 4	0	34	48	0	0	0	0	0	0	0	0	0	0	0	82	\$17,960	\$0	\$12,108	\$0	\$10,655	\$31,723	
5.0 PROJECT REPORT																						
5.1 Cost Estimates	8	24		80																		
5.2 Traffic Management Plan	8	24																				
5.3 Risk Management Plan	24	24	16																			
5.4 Project Report	60	140	140	60																		
Subtotal Phase 5	0	100	204	0	140	0	0	0	0	0	0	0	0	0	444	\$80,860	\$0	\$0	\$0	\$0	\$80,860	
TOTAL HOURS	28	416	688	40	568	60	14	40	48	24	24	0	24	36	2090							
OTHER DIRECT COSTS																						
TOTAL COST	\$11,760	\$108,160	\$130,720	\$5,600	\$65,320	\$8,400	\$3,010	\$6,800	\$13,440	\$4,800	\$3,600	\$3,600	\$3,600	\$5,040		\$388,950	\$2,420	\$45,452	\$10,000	\$124,193	\$686,587	
6.0 OPTIONAL TASKS																						
6.1 Modified Access Report/HSM Analysis	2	24	60	100																		
Subtotal Optional Tasks	2	24	60	0	100	0	0	0	0	0	0	0	0	0	186	\$29,980	\$0	\$0	\$0	\$0	\$29,980	
TOTAL HOURS - OPTIONAL	2	24	60	0	100	0	0	0	0	0	0	0	0	0	186							
Anticipated Salary Increases																						
OTHER DIRECT COSTS - OPTIONAL																						
TOTAL COST - OPTIONAL	\$840	\$6,240	\$11,400	\$0	\$11,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$29,980	\$0	\$0	\$0	\$0	\$0	\$29,980

**CITY OF LATHROP
AGREEMENT FOR CONSULTING SERVICES WITH MARK THOMAS &
COMPANY INC. FOR PHASE 2 OF TRANSPORTATION ENGINEERING
SERVICES FPR THE LOUISE AVENUE/I-5 INTERCHANGE**

THIS CONSULTANT SERVICES AGREEMENT, dated the 19TH day of December, 2006, is by and made and entered into by and between Mark Thomas & Company, Inc. ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to provide Consulting Engineering Services, which will be required by this agreement;

WHEREAS, CONSULTANT was selected by CITY as the most qualified to perform these services;

WHEREAS, CONSULTANT is willing to render such professional Consulting Engineering Services services, as hereinafter defined, on the following terms and conditions; and

NOW, THEREFORE, CONSULTANT and the CITY agree as follows:

AGREEMENT

(1) Scope of Service.

CONSULTANT agrees to perform services in conformance with the scope of work submitted by the CONSULTANT, hereafter referred to as Attachment "A" and incorporated herein by reference. CONSULTANT agrees to diligently perform these services in accordance with the standards of its profession and CITY'S satisfaction.

(2) Compensation.

CITY hereby agrees to pay CONSULTANT a sum not to exceed **\$2,431,661**, (**Two Million Four Hundred Thirty One Thousand Six Hundred Sixty One Dollars**) for the Consulting Engineering Services set forth in Attachment "A" and incorporated herein by reference, notwithstanding any contrary indications which may be contained in CONSULTANT'S proposal. CONSULTANT shall be paid within thirty

(30) days of receipt of billings containing all information contained in Paragraph 5 below. In no event shall CONSULTANT be entitled to compensation for work not included in Attachment "A", Scope of Work, unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's Assistant City Manager prior to the commencement of the work.

(3) Effective Date and Term.

The effective date of this Agreement is December 19, 2006, and it shall terminate no later than June 30, 2010 provided, that the City may renew this agreement under the same terms and conditions for additional twelve (12) month periods, commencing on July 1, of each year and terminating on June 30 of each subsequent year. Each such renewal shall be automatic unless CONSULTANT is given thirty (30) days written notice of City's intention not to renew this agreement. Additional extensions or renewals of this contract after the first three (3) years of this agreement shall be based upon the agreement of the parties at that time.

(4) Independent Contractor Status.

It is expressly understood and agreed by both parties that CONSULTANT, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the CITY. CONSULTANT expressly warrants not to represent, at any time or in any manner, that CONSULTANT is an employee of the CITY.

(5) Billings.

CONSULTANT'S bills shall include a list of all tasks, the percent of completion of each task, a total amount due, the amounts previously billed, the net amount due on the invoice and the CONSULTANT'S signature. Except as specifically authorized by CITY, CONSULTANT shall not bill CITY for duplicate services performed by more than one person. In no event shall CONSULTANT submit any billing for an amount in excess of the maximum amount of compensation provided in section (2) for either task or for the entire Agreement, unless modified by a properly executed change order.

(6) Advice and Status Reporting.

CONSULTANT shall provide the CITY with timely reports, orally or in writing, of all significant developments arising during performance of its services hereunder, and shall furnish to CITY such information as is necessary to enable CITY to monitor the

performance of this Agreement. CONSULTANT shall clarify with the CITY any details of the design that are not specifically understood.

(7) Assignment of Personnel.

CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. If CITY asks CONSULTANT to remove a person assigned to the work called for under this Agreement, CONSULTANT agrees to do so immediately, regardless of the reason, or the lack of a reason, according to the CITY'S request.

The services shall be performed by, or under the direct supervision, Consultant's Authorized Representative: **Dave Lopez**, CONSULTANT shall not replace its Authorized Representatives without the prior written approval by the CITY.

(8) Assignment and Subcontracting.

It is recognized by the parties hereto that a substantial reason for CITY for entering into this Agreement was, and is, the professional reputation and competence of CONSULTANT. Neither this Agreement nor any interest therein may be assigned by CONSULTANT without the prior written approval of CITY'S Public Works Director. CONSULTANT shall not subcontract any portion of the performance contemplated and provided for herein, other than the subcontractors noted in the proposal, without prior written approval of the CITY'S Public Works Director.

(9) Insurance.

On or before beginning any of the services or work called for by any term of this Agreement, CONSULTANT, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof that is acceptable to the CITY the insurance specified in subsections (a) through (c) below with insurers and under forms of insurance satisfactory in all respects to the CITY. CONSULTANT shall not allow any subcontractor to commence work on any subcontract until all insurance required of the CONSULTANT has also been obtained for the subcontractor. Verification of this insurance shall be submitted and made part of this Agreement prior to execution.

- (a) Workers' Compensation. CONSULTANT shall, at CONSULTANT'S sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars. In the

alternative, CONSULTANT may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONSULTANT, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.

- (b) Commercial General and Automobile Liability Insurance. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) and Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 (any auto).

Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- (i) CITY, its officers, employees, agents, and volunteers are to be covered as insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONSULTANT, including the insider's general supervision of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.
- (ii) The insurance shall cover on an occurrence or an accident basis, and not on a claims made basis.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
MARK THOMAS & COMPANY INC.

Page 5

- (iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.
 - (iv) Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
 - (v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A: VII.
 - (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.
- (c) **Professional Liability.** CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than One Million Dollars (\$1,000,000) per claim made and per policy aggregate covering the licensed professionals' errors and omissions, as follows:
- (i) Any deductible or self-insured retention shall not exceed \$150,000 per claim.
 - (ii) Notice of cancellation, material change, or non-renewal must be received by the CITY at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.
 - (iii) The policy must contain a cross liability or severability of interest clause.
 - (iv) The following provisions shall apply if the professional liability coverage's are written on a claims made form:
 1. The retroactive date of the policy must be shown and must be before the date of the Agreement.
 2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
 3. If coverage is canceled or not renewed and it is not

ATTACHMENT B PAGE 5 OF 12

replaced with other claims made policy form with a retroactive date that precedes the date of this Agreement, CONSULTANT must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The CITY shall have the right to exercise at the CONSULTANT'S cost, any extended reporting provisions of the policy should the CONSULTANT cancel or not renew the coverage.

4. A copy of the claim reporting requirements must be submitted to the CITY prior to the commencement of any work under this Agreement.
- (d) Deductibles and Self-Insured Retentions. CONSULTANT shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of CITY Manager, CONSULTANT may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY Manager may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONSULTANT procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.
 - (e) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONSULTANT shall provide written notice to CITY at CONSULTANT'S earliest possible opportunity and in no case later than five days after CONSULTANT is notified of the change in coverage.
 - (f) In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
 - (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

- (ii) Order CONSULTANT to stop work under this Agreement or withhold any payment which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof;
- (iii) Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONSULTANT'S breach.

(10) Indemnification - CONSULTANT'S Responsibility.

As to the CONSULTANT'S work hereunder, it is understood and agreed that (a) CONSULTANT has the professional skills necessary to perform the work, that (b) CITY relies upon the professional skills of CONSULTANT to perform the work in a skillful and professional manner, and (c) CONSULTANT thus agrees to so perform.

Acceptance by CITY of the work performed under this Agreement does not operate as a release of said CONSULTANT from such professional responsibility for the work performed. It is further understood and agreed that CONSULTANT is apprised of the scope of the work to be performed under this Agreement and CONSULTANT agrees that said work can and shall be performed in a fully competent manner in accordance with the standard of care applicable to CONSULTANT'S profession.

CONSULTANT shall indemnify, defend, and hold CITY, its officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused by the willful misconduct or negligent acts or omissions of CONSULTANT, its employees, subcontractors, or agents, or on account of the performance or character of this work, except for any such claim arising out of the negligence or willful misconduct of the CITY, its officers, employees, agents, or volunteers. It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

The CITY acknowledges that the CONSULTANT shall not obtain insurance covering for claims related to asbestos, toxic, hazardous, and/or dangerous materials. Accordingly, the CONSULTANT shall not involve itself in any activity or service related to the investigation, inspection, monitoring, or remediation related to asbestos, toxic, hazardous, and/or dangerous materials.

(11) Licenses.

If a license of any kind, which term is intended to include evidence of registration, is required of CONSULTANT, its employees, agents, or subcontractors by federal or state law, CONSULTANT warrants that such license has been obtained, is valid and in good standing, and CONSULTANT shall keep it in effect at all times during the term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

(12) Business Licenses.

CONSULTANT shall obtain and maintain a CITY of Lathrop Business License until all Agreement services are rendered and accepted by the CITY.

(13) Termination.

Either CITY or CONSULTANT may cancel this Agreement upon 30 days written notification to the other party. In the event of termination, the CONSULTANT shall be entitled to compensation for services performed to the effective date of termination; provided, however, that the CITY may condition payment of such compensation upon CONSULTANT'S delivery to the CITY of any or all documents, photographs, computer software, video and audio tapes, and other materials provided to CONSULTANT or prepared by or for CONSULTANT or the CITY in connection with this Agreement.

(14) Funding.

CONSULTANT agrees and understands that renewal of this agreement in subsequent years is contingent upon action by the City Council consistent with the appropriations limits of Article XIII (B) of the California Constitution and that the Council may determine not to fund this agreement in subsequent years.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
MARK THOMAS & COMPANY INC.

Page 9

(15) Notices.

All contracts, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) Days by delivery of a hard copy of the material sent by facsimile transmission. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

To City: City of Lathrop
City Clerk
390 Towne Centre Drive
Lathrop, CA 95330

(209) 941-7228

FAX (209) 941-7228

Copy to: City of Lathrop
Cary Keaten

Director of Public Works
390 Towne Centre Drive
Lathrop, CA 95330

MAIN: (209) 941-7430

FAX: (209) 941-7449

To Consultant: **Mark Thomas & Company, Inc.**
7300 Folsom Blvd., Suite 203
Sacramento, CA 95826

Phone: **(916)381-9100**

Fax: **(916)381-9180**

ATTN: Dave Lopez

(16) Miscellaneous.

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.

ATTACHMENT B PAGE 9 OF 12

- (b) **Controlling Law.** The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (c) **Definitions.** The definitions and terms are as defined in these specifications.
- (d) **Force Majeure.** Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- (e) **Headings.** The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- (f) **Incorporation of Documents.** All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.
- (g) **Integration.** This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work; there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
- (h) **Modification of Agreement.** This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (i) **Provision.** Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (j) **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- (k) **Status of CONSULTANT.** In the exercise of rights and obligations under this Agreement, CONSULTANT acts as an independent contractor and not as an agent or employee of CITY. CONSULTANT

shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONSULTANT expressly waives any and all claims to such right and benefits.

- (l) Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (m) Time of the Essence. Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.
- (n) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (o) Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

(17) General Contractor Responsibilities.

Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT or CONSULTANT'S sub-consultants shall relieve the Consultant of its obligations, duties and responsibilities.

CITY agrees that the CITY, CONSULTANT and its sub-consultants shall be indemnified by the General Contractor and shall be made additional insured under the General Contractor' general liability insurance policy and that a Waiver of Subrogation in favor of CONSULTANT will be provided under the General Contractor's Workers Compensation policy. CITY will require General Contractor to provide evidence of such insurance to CITY and CONSULTANT prior to General Contractor beginning work on the project.

(18) Notice to Proceed.

Prior to commencing work under this agreement, CONSULTANT shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONSULTANT for any services prior to issuance of the Notice to Proceed.

(19) Signatures.

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Approved as to Form: City of Lathrop
City Attorney

John Stovall, Interim City Attorney Date

Recommended By: City of Lathrop
Public Works

Cary Keaten Date
Director of Public Works

Accepted By: City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Michael C. Spata Date
Interim City Manager

CONSULTANT: Mark Thomas & Company, Inc.
7300 Folsom Blvd., Suite 203
Sacramento, CA 95826

Signature Date

(Print Name and Title)

Professional License # _____

Fed ID # _____

Lathrop Bus License # _____

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ITEM 4.16

CITY MANAGER'S REPORT NOVEMBER 9, 2020 CITY COUNCIL REGULAR MEETING

ITEM: APPROVE BUDGET AMENDMENT FOR THE LOUISE AVENUE PAVEMENT REHABILITATION CIP PS 18-01

RECOMMENDATION: Adopt Resolution Approving Budget Amendment for the Louise Avenue Pavement Rehabilitation CIP PS 18-01 and Related Budget Amendment

SUMMARY:

On August 10, 2020, City Council approved a construction contract with DSS Company dba Knife River for the construction of the Louise Avenue Pavement Rehabilitation Capital Improvement Project (CIP) PS 18-01. The project consists of removing and replacing segments of concrete sidewalk, curb & gutter, reconstructing road structural sections and wearing course. The scope of work also included the construction of two raised center median islands and the installation of a 12" water main within a 5,400-foot segment of Louise Avenue. The approved contract between the City and Knife River was in the amount of \$3,678,734 with a 10% contingency of \$367,874, for a total construction budget of \$4,046,608.

During construction two issues have been identified that will result in a contract change order, the first is changing work conditions near the existing PG&E gas lines and the second is additional work needed to be in compliance with the Americans with Disabilities Act (ADA).

PG&E has multiple existing gas lines within Louise Avenue that vary in age, size, pressure and depth. While the City investigated the existing gas lines prior to construction, additional information has been gathered now that all of the gas lines have been exposed. Staff has coordinated with PG&E to determine that the thickness of the proposed roadway structural section must be reduced to protect the existing gas lines. In order to reduce the thickness of the roadway section and maintain structural integrity, staff is proposing that the contractor install a reinforcing pavement fabric.

Federal law requires accessibility upgrades when performing road rehabilitation projects. The proposed project included upgrading all curb ramps to current ADA standards. Staff has identified additional ADA upgrades, including new sidewalk, signage, and modifications to traffic signals that are needed to bring the entire Louise Avenue corridor to current standards.

Staff is requesting City Council approve a budget amendment transferring \$950,000 from the Street Reserve Fund (1010) to the Streets CIP Fund (3310) and authorize staff to spend the additional funds as necessary to achieve the goals of the project.

CITY MANAGER'S REPORT **PAGE 2**
NOVEMBER 9, 2020 CITY COUNCIL REGULAR MEETING
APPROVE BUDGET AMENDMENT FOR THE LOUISE AVENUE PAVEMENT
REHABILITATION CIP PS 18-01

BACKGROUND:

On August 10, 2020, City Council approved a construction contract with Knife River for the construction of the Louise Avenue Pavement Rehabilitation Capital Improvement Project (CIP) PS 18-01. The contract consisted on removing and replacing several segments of concrete sidewalk, curb & gutter, reconstructing road structural sections and wearing course. The scope of work also included the construction of two raised center median islands and installation of a 12" water main within a 5,400-foot segment of Louise Avenue.

During construction two issues have been identified that will result in a contract change order, the first is changing work conditions near the existing PG&E gas lines and the second is additional work needed to be in compliance with the Americans with Disabilities Act (ADA).

PG&E has multiple existing gas lines within Louise Avenue that vary in age, size, pressure and depth. While the City investigated the existing gas lines prior to construction, additional information has been gathered now that all of the gas lines have been exposed. Staff has coordinated with PG&E to determine that the thickness of the proposed roadway structural section must be reduced to protect the existing gas lines. In order to reduce the thickness of the roadway section and maintain structural integrity, staff is proposing that the contractor install a reinforcing pavement fabric.

Federal law requires accessibility upgrades when performing road rehabilitation projects. The proposed project included upgrading all curb ramps to current ADA standards. Staff has identified additional ADA upgrades, including new sidewalk, signage, and modifications to traffic signals that are needed to bring the entire Louise Avenue corridor to current standards.

REASON FOR RECOMMENDATION:

Louise Avenue is a major east-west corridor within the City of Lathrop that provides access to Interstate 5 (I-5) for residential, commercial and industrial development. Louise Avenue between I-5 and the Union Pacific Railroad (UPRR) need improvement in order to facilitate current and future development.

The proposed budget amendment will allow the project to move forward, meet all of its proposed objectives and be in compliance with federal law.

CITY MANAGER’S REPORT **PAGE 3**
NOVEMBER 9, 2020 CITY COUNCIL REGULAR MEETING
APPROVE BUDGET AMENDMENT FOR THE LOUISE AVENUE PAVEMENT
REHABILITATION CIP PS 18-01

FISCAL IMPACT:

The approved contract with Knife River was for \$3,678,734 with a 10% construction contingency in the amount of \$367,874 for a total cost of \$4,046,608. However, due to the additional scope of work, a Budget Amendment in the amount of \$950,000 will be needed to meet all of the project objectives and be in compliance with federal law. With the proposed budget amendment, the total authorized amount would be \$4,996,608.

Therefore, staff requests City Council approve a budget amendment transferring \$950,000 from the Street Reserve Fund (1010) to the Streets CIP Fund (3310) as follows:

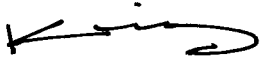
<u>Increase Transfer Out</u>		
1010-9900-990-9010		\$950,000
 <u>Increase Transfer In</u>		
3310-9900-393-0000	PS 18-01	\$950,000
 <u>Increase Expenditures</u>		
3310-8000-420-12-00	PS 18-01	\$950,000
 <u>Decrease Reserve</u>		
1010-251-03-00	PS 18-01	\$950,000

ATTACHMENTS:

- A. Resolution Approving Budget Amendment for the Louise Avenue Pavement Rehabilitation CIP PS 18-01 and Related Budget Amendment
- B. Approved Construction Contract with DSS Company dba Knife River Construction for the Construction of the Louise Avenue Pavement Rehabilitation CIP PS 18-01
- C. Project Location Map

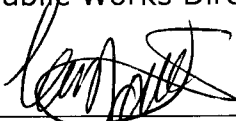
CITY MANAGER'S REPORT
NOVEMBER 9, 2020 CITY COUNCIL REGULAR MEETING
APPROVE BUDGET AMENDMENT FOR THE LOUISE AVENUE PAVEMENT
REHABILITATION CIP PS 18-01

APPROVALS:



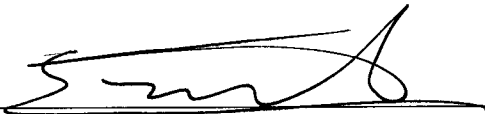
Michael King
Public Works Director

11-3-2020
Date



Cari James
Finance & Administrative
Services Director

11-3-2020
Date



Salvador Navarrete
City Attorney

11-3-2020
Date



Stephen J. Salvatore
City Manager

11-3-2020
Date

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING BUDGET AMENDMENT FOR THE LOUISE AVENUE PAVEMENT REHABILITATION CIP PS 18-01 AND RELATED BUDGET AMENDMENT

WHEREAS, in August 10, 2020, City Council approved a construction contract with Knife River for the construction of the Louise Avenue Pavement Rehabilitation Capital Improvement Project (CIP) PS 18-01; and

WHEREAS, the approved contract between the City of Lathrop and Knife River was in the amount of \$3,678,734 plus a 10% construction contingency of \$367,874 for a total of \$4,046,608; and

WHEREAS, the contract consisted on removing and replacing several segments of concrete sidewalk, curb & gutter, reconstructing road structural sections and wearing course, constructing two raised center median islands and installing a 12" water main within a 5,400-foot segment of Louise Avenue; and

WHEREAS, during construction two issues have been identified that will result in a contract change order, the first is changing work conditions near the existing PG&E gas lines and the second is additional work needed to be in compliance with the Americans with Disabilities Act (ADA); and

WHEREAS, in order to reduce the thickness of the roadway section and maintain structural integrity, staff is proposing that the contractor install a reinforcing pavement fabric; and

WHEREAS, staff has identified additional ADA upgrades, including new sidewalk, signage, and modifications to traffic signals that are needed to bring the entire Louise Avenue corridor to current standards

WHEREAS, the proposed budget amendment will allow the project to move forward, meet all of its proposed objectives and be in compliance with federal law.

WHEREAS, staff is requesting City Council approve a budget amendment transferring \$950,000 from the Street Reserve Fund (1010) to the Streets CIP Fund (3310) as follows:

<u>Increase Transfer Out</u>		
1010-9900-990-9010		\$950,000
<u>Increase Transfer In</u>		
3310-9900-393-0000	PS 18-01	\$950,000
<u>Increase Expenditures</u>		
3310-8000-420-1200	PS 18-01	\$950,000
<u>Decrease Reserve</u>		
1010-251-03-00	PS 18-01	\$950,000

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve a budget amendment transferring \$950,000 from the Street Reserve Fund (1010) to the Streets CIP Fund (3310) and authorize staff to spend the additional funds as necessary to achieve the goals of the project.

The foregoing resolution was passed and adopted this 9th day of November 2020, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

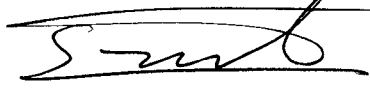
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney



Office of the City Manager

*390 Towne Centre Drive, Lathrop, CA 95330
Phone (209) 941-7220 – Fax (209) 941-7229
www.ci.lathrop.ca.us*

NOTICE OF AWARD

DSS Company dba Knife River Construction
Steve Essoyan, President
655 W. Clay Street
Stockton, CA 95206

RE: Warren Avenue Sidewalk Improvement Project – CIP PS 19-05

Dear Mr. Essoyan:

This is to inform you that on August 10, 2020, the City Council of the City of Lathrop authorized the City Manager to award the Construction Contract for the Louise Avenue Pavement Rehabilitation – CIP PS 18-01 to DSS Company dba Knife River Construction.

Enclosed please find your original executed Construction Contract for the Louise Avenue Pavement Rehabilitation – CIP PS 18-01. A Notice to Proceed will be issued at the pre-construction meeting or soon thereafter.

Should you have any questions regarding this project, please contact Ken Reed, the staff member directly involved with this project, at (209) 941-7363.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen J. Salvatore".

Stephen J. Salvatore
City Manager

Copy: Teresa Vargas, City Clerk
Project File



Office of the City Manager

390 Towne Centre Drive, Lathrop, CA 95330

Phone (209) 941-7220 – Fax (209) 941-7229

www.ci.lathrop.ca.us

NOTICE TO PROCEED

August 20, 2020

DSS Company dba Knife River Construction
Steve Essoyan, President
655 W. Clay Street
Stockton, CA 95206

Dear Mr. Essoyan,

This is your Notice to Proceed for the Louise Avenue Pavement Rehabilitation – CIP PS 18-01. In accordance with the Contract Specifications, work shall commence within ten (10) working days of the Notice to Proceed and completion within seventy-five (75) working days after the Notice to Proceed.

Should you have any questions regarding this project, please contact Ken Reed, the staff member directly involved with this project, at (209) 941-7363.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen J. Salvatore".

Stephen J. Salvatore
City Manager

Copy: Teresa Vargas, City Clerk
Project File

SECTION 00500

LOUISE AVENUE PAVEMENT REHABILITATION
CIP PS 18-01

CONTRACT

CONTRACT

This Contract, dated **August 10, 2020**, is entered into by and between the **City of Lathrop**, a municipal corporation of the State of California (City), and **DSS Company dba Knife River Construction**, (Contractor), whose Taxpayer Identification Number is 94-2409660.

For and in consideration of the following covenants, terms and conditions, City and Contractor (the parties) agree:

1. **Term.** This Contract shall commence on, and be binding on the parties on, the date of execution of this Contract, and shall expire on the date of recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder, subject to the earlier termination of this Contract.
2. **General Scope of Project and Work.** Construction Documents for **Louise Avenue Pavement Rehabilitation CIP PS 18-01 (Project)**. Contractor shall furnish labor, services, materials, and equipment in connection with the construction of the Project and complete the Work in accordance with the covenants, terms, and conditions of this Contract to the satisfaction of City. The Project and Work is generally described as follows:

The work to be performed under this contract includes all work contained in the Construction Documents, as detailed in Paragraph 3 below, including but not limited to removal and replacement of concrete sidewalk, curb, and gutter, reconstruction of the road structural section and wearing course, construction of two center medians, and construction of a 12" water main within a 5,400-foot segment of Louise Avenue; and any task necessary to accomplish the aforementioned tasks.

The Work shall be complete, and all appurtenant work, materials, and services not expressly shown or called for in the Construction Documents which may be necessary for the complete and proper construction of the Work in good faith shall be performed, furnished, and installed by the Contractor as though originally specified or shown. The Contractor will be compensated for work actual work performed in accordance with the unit prices and provisions contained in these Construction Documents.

Base Bid: **\$3,341,040**

Bid Alternate 1 and 2: **\$337,654**

Contract Total: **\$3,678,694 (Three Million Six Hundred Seventy-Eight Thousand, Six Hundred Ninety-Four Dollars)**

2. **Construction Documents.** This Contract shall include the Construction Documents, which are hereby incorporated by reference (i.e. Project Specifications, Project Plans, addenda, performance bond, labor and materials bond, certification of insurance, workers compensation certification, and guaranty), and the Bid Documents submitted by DSS Company dba Knife River Construction on August 4, 2020.

SECTION 00500

LOUISE AVENUE PAVEMENT REHABILITATION
CIP PS 18-01

CONTRACT

For the purposes of construing, interpreting, and resolving inconsistencies between the provisions of this Contract, these documents and the provisions thereof are set forth in the order of precedence described in Article 3 of the General Conditions.

4. Compensation. In consideration of Contractor's performance of its obligations hereunder, City shall pay to Contractor the amount set forth in Contractor's Bid in accordance with the provisions of this Contract and upon the receipt of written invoices and all necessary supporting documentation within the time set forth in the Construction Documents. Contractor hereby shall not be permitted to invoice the City nor accept compensation for work not yet complete. In no event, shall the Contractor be entitled to payment for work not included in the approved scope of work, a written task order, or change order signed by the City's Public Works Director prior to commencement of any work.
5. Insurance. On or before the Date of Execution, Contractor shall obtain and maintain the policies of insurance coverage described in Section 5.2 of the General Conditions on terms and conditions and in amounts as may be required by the City. City shall not be obligated to take out insurance on Contractor's personal property or the personal property of any person performing labor or services or supplying materials or equipment under the Project. Contractor shall furnish City with the certificates of insurance and with original endorsements affecting coverage required under this Contract on or before the Date of Execution. The certificates and endorsements for each insurance policy shall be signed by a person who is authorized by that insurer to bind coverage in its behalf. Proof of insurance shall be mailed to the Project Manager to the address set forth in Section 15 of this Contract.
6. Indemnification. Contractor agrees to protect, defend, indemnify and hold City, its City Council members, officers, employees, engineer, and construction manager harmless from and against any and all claims, demands, liabilities, losses, damages, costs, expenses, liens, penalties, suits, or judgments, arising in whole or in part, directly or indirectly, at any time from any injury to or death of persons or damage to property as a result of the willful or negligent act or omission of Contractor, or which results from Contractor's noncompliance with any Law respecting the condition, use, occupation or safety of the Project site, or any part thereof, or which arises from Contractor's failure to do anything required under this Contract or for doing anything which Contractor is required not to do under this Contract, or which arises from conduct for which any Law imposes strict liability on Contractor in the performance of or failure to perform the terms and conditions of this Contract, except as may arise from the sole willful or negligent act or omission of City or any of its City Council members, officers, employees. This indemnification shall extend to any and all claims, demands, or liens made or filed by reason of any construction, renovation, or remodeling work performed by Contractor under this Contract at any time during the term of this Contract, or arising thereafter.
7. Assumption of Risk. Contractor agrees to voluntarily assume any and all risk of loss, damage, or injury to the property of Contractor which may occur in, on, or about the Project site at any time and in any manner, excepting such loss, injury, or damage as may be caused

00500-2

SECTION 00500

LOUISE AVENUE PAVEMENT REHABILITATION
CIP PS 18-01

CONTRACT

by the sole willful or negligent act or omission of City or any of its City Council members, officers, or employees.

8. Waiver. The acceptance of any payment or performance, or any part thereof, shall not operate as a waiver by City of its rights under this Contract. A waiver by City of any breach of any part or provision of this Contract by Contractor shall not operate as a waiver or continuing waiver of any subsequent breach of the same or any other provision, nor shall any custom or practice which may arise between the parties in the administration of any part or provision of this Contract be construed to waive or to lessen the right of City to insist upon the performance of Contractor in strict compliance with the covenants, terms and conditions of this Contract.
9. Compliance with Laws. Contractor shall comply with all Laws now in force or which may hereafter be in force pertaining to the Project and Work and this Contract, with the requirement of any bond or fire underwriters or other similar body now or hereafter constituted, with any discretionary license or permit issued pursuant to any Law of any public agency or official as well as with any provision of all recorded documents affecting the Project site, insofar as any are required by reason of the use or occupancy of the Project site, and with all Laws pertaining to nondiscrimination and affirmative action in employment and hazardous materials.

DEPARTMENT OF INDUSTRIAL RELATIONS- COMPLIANCE MONITORING UNIT

DIR Registration.

- a) Contractor and Subcontractor Compliance. Strict compliance with DIR registration requirements pursuant to Labor Code Section 1725.5 is a material obligation of the Contractor under the Contract Documents. The foregoing includes without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the Contractor and all Subcontractors of any tier. The failure of the Contractor and all Subcontractors of every tier to be DIR registered at all times during the performance of the Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents.
- b) No Subcontractor Performance of Work Without DIR Registration. No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the Subcontractor is a DIR Registered contractor.
- c) Contractor Obligation to Verify Subcontractor DIR Registration Status. An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors, of all tiers, are at all times during performance of Work in full and strict compliance with DIR Registration requirements. The Contractor shall not permit or allow any Subcontractor of any tier to perform any Work without the Contractor's verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements.

00500-3

SECTION 00500

LOUISE AVENUE PAVEMENT REHABILITATION
CIP PS 18-01

CONTRACT

- d) Contractor Obligation to Request Substitution of Non-DIR Registered Subcontractor. If any Subcontractor identified in the Contractor's Subcontractor List submitted with the Contractor's proposal for the Work is not DIR Registered at the time of opening of proposals for the Work or if a Subcontractor's DIR registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request the CITY's consent to substitute the non-DIR registered Subcontractor pursuant to Labor Code Section 1771.1(c)(3) and/ or Labor Code Section 1771.1(d).

Certified Payroll Records

- a) Compliance with Labor Code Section 1771.4 and 1776. A material obligation of the Contractor under the Contract Documents is: (i) the Contractor's strict compliance with the requirements pursuant to Labor Code Section 1771.4 and 1776 for preparation and submittal of Certified Payroll Records ("CPR"); and (ii) the Contractor's enforcement of CPR preparation and submittal for all Subcontractors of every tier.
- b) Express Condition Precedent to Payment of Contract Price. Strict compliance with CPR requirements established pursuant to Labor Code Section 1776 is an express condition precedent to the CITY's obligation to: (i) process any request for payment of any portion of the Contract Price; or (ii) to disburse any portion of the Contract Price to the Contractor. The Contractor shall demonstrate strict compliance with CPR preparation and submittal requirements by delivery to the CITY of electronic files or hard copies of all CPR's submitted by the Contractor and/ or Subcontractors for Work pursuant to Labor Code Section 1771.4 and 1776 concurrently with the submittal thereof to the Labor Commissioner. The CITY: (i) shall not be obligated to process or disburse any portion of the Contract Price; or (ii) shall not be deemed in default of the CITY's obligations under the Contract Documents unless the Contractor's demonstrates strict compliance with CPR preparation and submittal requirements.
- c) PWR Monitoring and Enforcement. During the Work pursuant to Labor Code Section 1771.4(a)(4), the Department of Industrial Relations shall monitor and enforce the obligation of the Construction and Subcontractors of every tier to pay the laborers performing any portion of the work the PWR established for the classification of work/ labor performed.

RECORD OF WAGES PAID: INSPECTION

Pursuant to Labor Code section 1776, Contractor stipulates to the following:

- a) Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work under the Facilities lease and Construction Provisions. Such records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the

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same information of such forms. The payroll records may consist of payroll data that are maintained as computer records, if printouts contain the same information as the forms provided by the division and the printouts are verified as specified in subdivision (a) of Labor Code section 1776.

- b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:
- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employees or his or her authorized representative on request.
 - (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the CITY, the Division of Labor Standards Enforcement, and Division of Apprenticeship Standards of the Department of Industrial Relations.
 - (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or copies thereof. However, a request by the public shall be made through either the CITY, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to such records at the principal office of Contractor.
- c) Contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of the written request.
- d) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, by the CITY, the Division of Apprenticeship Standards, or the division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of contractor awarded the contract or performing the contract shall not be marked or obliterated.
- e) Contractor shall inform the CITY of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within (5) working days, provide a notice of a change of location and address.
- f) In the event of noncompliance with the requirements of this Article, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this Article. Should noncompliance still be evident

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after such 10-day period, Contractor shall pay a penalty of One- Hundred Dollars (\$100.00) to the CITY for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from the progress payment then due.

The responsibility for compliance with this Article shall rest upon Contractor.

10. Bonds. As a condition precedent to City's obligation to pay compensation to Contractor, and on or before the date of Execution, Contractor shall furnish to the Project Manager the Bonds as required under the Notice to Contractors.
11. Representations and Warranties. In the supply of any materials and equipment and the rendering of labor and services during the course and scope of the Project and Work, Contractor represents and warrants:
 - (1) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be vested in Contractor;
 - (2) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be merchantable and fit to be used for the particular purpose for which the materials are required;
 - (3) Any labor and services rendered and materials and equipment used or employed during the course and scope of the Project and Work shall be free of defects in workmanship for a period of one (1) year after the recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder;
 - (4) Any manufacturer's warranty obtained by Contractor shall be obtained or shall be deemed obtained by Contractor for and on behalf of City.
 - (5) Any information submitted by Contractor prior to the award of Contract, or thereafter, upon request, whether or not submitted under a continuing obligation by the terms of the Contract to do so, is true and correct at the time such information is submitted or made available to the City;
 - (6) Contractor has not colluded, conspired, or agreed, directly or indirectly, with any person in regard to the terms and conditions of Contractor's Bid, except as may be permitted by the Notice to Contractors;
 - (7) Contractor has the power and the authority to enter into this Contract with City, that the individual executing this Contract is duly authorized to do so by appropriate resolution, and that this Contract shall be executed, delivered and performed pursuant to the power and authority conferred upon the person or persons authorized to bind Contractor;

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LOUISE AVENUE PAVEMENT REHABILITATION
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- (8) Contractor has not made an attempt to exert undue influence with the Project Manager or any other person who has directly contributed to City's decision to award the Contract to Contractor;
 - (9) There are no unresolved claims or disputes between Contractor and City which would materially affect Contractor's ability to perform under the Contract;
 - (10) Contractor has furnished and will furnish true and accurate statements, records, reports, resolutions, certifications, and other written information as may be requested of Contractor by City from time to time during the term of this Contract;
 - (11) Contractor and any person performing labor and services under this Project is duly licensed as a contractor with the State of California as required by California Business & Professional Code Section 7028, as amended; and
 - (12) Contractor has fully examined and inspected the Project site and has full knowledge of the physical conditions of the Project site.
12. Assignment. This Contract and the performance required hereunder is personal to Contractor, and it shall not be assigned by Contractor. Any attempted assignment shall be null and void.
 13. Claims of Contractor. All claims pertaining to extra work, additional charges, or delays within the Contract Time or other disputes arising out of the Contract shall be submitted by Contractor in accordance with the General Conditions.
 14. Audits by City. During the term of this Contract and for a period of not less than three (3) years after the expiration or earlier termination of this Contract, City shall have the right to audit Contractor's Project-related and Work-related writings and business records, as such terms are defined in California Evidence Code Sections 250 and 1271, as amended, during the regular business hours of Contractor, or, if Contractor has no such hours, during the regular business hours of City.
 15. Notices. All contracts, agreements, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) days by delivery of a hard copy of the material sent by facsimile transmission, in accordance with (1), (2) or (3) above. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

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LOUISE AVENUE PAVEMENT REHABILITATION
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To City: City of Lathrop
City Clerk
390 Towne Centre Drive
Lathrop, CA 95330

Copy to: City of Lathrop
Department of Public Works
390 Towne Centre Drive
Lathrop, CA 95330
PHONE: (209) 941-7430
FAX: (209) 941-7449
ATTN: Senior Construction Manager
DSS Company dba

To Contractor: Knife River Construction

Phone: (209) 948-0302

Fax: (209) 984-6652

ATTN: Donald Lowe

16. Miscellaneous.

- (1) Bailee Disclaimer. The parties understand and agree that City does not purport to be Contractor's bailee, and City is, therefore, not responsible for any damage to the personal property of Contractor.
- (2) Consent. Whenever in this Contract the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (3) Controlling Law. The parties agree that this Contract shall be governed and construed by and in accordance with the Laws of the State of California.
- (4) Definitions. The definitions and terms are as defined in these specifications.
- (5) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Contract, which directly results from an Act of God or an act of a superior governmental authority.
- (6) Headings. The paragraph headings are not a part of this Contract and shall have no effect upon the construction or interpretation of any part of this Contract.
- (7) Incorporation of Documents. All documents constituting the Construction Documents described in Section 3 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in this Contract and shall be deemed to be part of this Contract.

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- (8) **Integration.** This Contract and any amendments hereto between the parties constitute the entire contract between the parties concerning the Project and Work, and there are no other prior oral or written contracts between the parties that are not incorporated in this Contract.
- (9) **Modification of Contract.** This Contract shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (10) **Provision.** Any contract, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Contract shall define or otherwise control, establish, or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (11) **Resolution.** Contractor shall submit with its Bid a copy of any corporate or partnership resolution or other writing, which authorizes any director, officer or other employee or partner to act for or on behalf of Contractor or which authorizes Contractor to enter into this Contract.
- (12) **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Contract is void or unenforceable, the provisions of this Contract not so affected shall remain in full force and effect.
- (13) **Status of Contractor.** In the exercise of rights and obligations under this Contract, Contractor acts as an independent contractor and not as an agent or employee of City. Contractor shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of City, and Contractor expressly waives any and all claims to such rights and benefits.
- (14) **Successors and Assigns.** The provisions of this Contract shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (15) **Time of the Essence.** Time is of the essence of this Contract and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday, or any Day observed as a legal holiday by City, the time for performance shall be extended to the following Business Day.
- (16) **Venue.** In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.

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LOUISE AVENUE PAVEMENT REHABILITATION
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- (17) Recovery of costs. The prevailing party in any action brought to enforce the terms of this Contract or arising out of this Contract, including the enforcement of the indemnity provision(s), may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.
- (18) Contractor and subcontractors must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC1368), Executive Order 11738, and Environmental Protection Agency Regulations at 40 CFR Part 15.
- (19) Contractors and subcontractors must comply with mandatory standards and policies relating to the energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation ACT (Public Law 94-163, 89 stat 871).
- (20) The Contractor shall provide access to the site for the Environmental Protection Agency and its duly authorized representatives, and the City.
- (21) If during the course of construction evidence of deposit of historical or archaeological interest is found, the Contractor shall cease operation affecting the find and shall notify the City, who shall notify the EPA and the State Historic Preservation Officer. No further disturbance of the deposits shall ensue until the Contractor has been notified by the City that construction may proceed. The City will issue a notice to proceed only after the state official has surveyed the find and made a determination to the EPA and the City. Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the Construction Documents.
- (22) Notice to Proceed. Prior to commencing work under this Contract, CONTRACTOR shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONTRACTOR for any services prior to issuance of the Notice to proceed.
- (23) Signatures. The individuals executing this Contract represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Contract on behalf of the respective legal entities of the CONTRACTOR and the CITY. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- (24) This project is a public works project: Contractor shall comply with requirements of California Labor Code § 1700 and following, and prevailing wages shall be paid for work performed on this project.

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- (25) The statutory provisions for penalties for failing to comply with the State of California wage and labor laws be enforced, as well as that for failing to pay prevailing wages.

EXHIBITS:

EXHIBIT A: Contractor's Submitted Bid Item List

Certification of insurance, performance bond, payment bond, and worker's compensation certification shall be furnished to the City by the Contractor after City Council's approval with resolution.


SECTION 00500

LOUISE AVENUE PAVEMENT REHABILITATION
CIP PS 18-01

CONTRACT

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first above stated in Lathrop, California.

DSS Company dba
CONTRACTOR: Knife River Construction

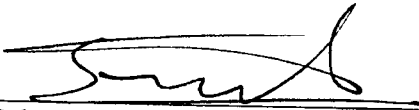
By:  _____

Name: Steve Essoyan

Title: President

CITY OF LATHROP

APPROVED AS TO FORM:


By:  _____
Salvador Navarrete, City Attorney

RECOMMENDED FOR APPROVAL:

By:  _____
Michael King, Public Works Director

APPROVED:

By:  _____
Stephen J. Salvatore, City Manager

ATTEST
 _____
Teresa Vargas, CMC
City Clerk
City of Lathrop

(END OF SECTION)

EXHIBIT A: Contractor's Submitted Bid Item List

Louise Avenue Pavement Rehabilitation, PS 18-01

BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED TOTAL
1	Mobilization, Bonds & Insurance	1	LS	163,000	163,000 ⁰⁰
2	Traffic Control	1	LS	128,000	128,000 ⁰⁰
3	SWPPP plus BMP installation	1	LS	65,600.00	65,600.00
4	1/2" HMA (Type A) PG 64-10	226	TN	101.00	22,826.00
5	3/4" HMA (Type A) PG 64-10	12,274	TN	70.00	859,180.00
6	1/2" RHMA (Type G) PG 64-16	4,772	TN	90.00	429,480.00
8	Remove & Dispose 9" of Pulverized Material	265,500	SF	0.60	159,300.00
9	4% Cement Soil Treatment - 11"	265,500	SF	1.00	265,500.00
10	Remove & Replace 8" HMA	1,260	SF	15.00	18,900.00
11	6" Deep Lift Stabilization (if needed)	10,000	SF	3.50	35,000.00
12	Cold Plane 2-1/2"	4,444	SY	2.00	8,888.00
13	Case "A" Curb Ramp	4	EA	8,850.00	35,400.00
14	Case "B" Curb Ramp	2	EA	6,000.00	12,000.00
15	Case "C" Curb Ramp	7	EA	3,570.00	24,990.00
16	Construct Median Island Type "C" Passageway	1	EA	4,750.00	4,750.00
17	Remove & Replace/Install PCC Sidewalk	2,338	SF	16.50	38,577.00
18	Remove & Replace/Install PCC Curb & Gutter	246	LF	61.50	15,129.00
19	4" Sch. 40 Conduit Sleeves for future signal interconnect at 2 intersections	368	LF	73.00	26,864.00
20	Install G-5 Pull Box	8	EA	1,300	10,400 ⁰⁰
21	Lower Manhole Cover	32	EA	385.00	12,320.00
22	Lower Gas Valve Cover	4	EA	385.00	1,540.00
23	Lower Telecommunication Manhole Cover	5	EA	385.00	1,925.00
24	Lower Survey Monument Cover	7	EA	385.00	2,695.00
25	Lower Water Valve Cover	26	EA	385.00	10,010.00
26	Lower Loop Detector Handhole Cover	3	EA	700	2,100 ⁰⁰
27	Adjust Manhole Cover to Finish Grade	32	EA	800.00	25,600.00
28	Adjust Gas Valve Cover to Finish Grade	4	EA	800.00	3,200.00
29	Adjust Telecomm. Manhole Cover to Finish Grade	5	EA	800.00	4,000.00
30	Adjust Survey Monument Cover to Finish Grade	7	EA	800.00	5,600.00
31	Adjust Water Valve Cover to Finish Grade	26	EA	800.00	20,800.00
32	Adjust Loop Detector Handhole Cover to Finish Grade	3	EA	1,200	3,600 ⁰⁰
33	Install Blue RPM @ Hydrant	10	EA	16.00	160.00
34	12" White Crosswalk/Limit Line (Thermo)	1,750	LF	3.50	6,125.00
35	Striping Detail #9 (Thermo & Markers)	8,000	LF	0.65	5,200.00
36	Striping Detail #25 (Thermo & Markers)	1,458	LF	1.50	2,187.00
37	Striping Detail #27B (Thermo)	130	LF	1.40	182.00
38	Striping Detail #29 (Thermo & Markers)	3,210	LF	2.60	8,346.00
39	Striping Detail #38 (Thermo & Markers)	1,145	LF	2.10	2,404.50
40	Striping Detail #39 (Thermo)	2,240	LF	1.30	2,912.00

41	Striping Detail #39A (Thermo)	600	LF	1.30	780.00
42	Striping Detail #40 (Thermo)	115	LF	2.10	241.50
43	Striping Detail #41 (Thermo)	95	LF	2.20	209.00
44	Pavement Marking Type III (L or R) Arrow (Thermo)	13	EA	175.00	2,275.00
45	Pavement Marking "Bike Lane Symbol" Legend (Thermo)	4	EA	75.00	300.00
46	Aerial Target "+" Pavement Legend (Thermo)	2	EA	55.00	110.00
47	Install Sign Post & Signage	4	EA	420.00	1,680.00
48	Remove & Replace Loop Detectors	90	EA	11.00	990.00
49	Preserving Survey Monumentation	1	LS	6,000.00	6,000.00
50	3" Conduit w/ Mule Tape for signal connect, incl. trench, box setting and concrete repair.	4,000	LF	39.50	158,000.00
51	Furnish and Install B-12 pull box for bid item #50	6	EA	1,000.00	6,000.00
52	12" C-905 Water Line (including all appurtenances)	5,410	LF	77.00	416,570.00
53	Blow Off Valve	1	EA	6,600.00	6,600.00
54	Butterfly Valve	8	EA	2,900.00	23,200.00
55	Connect to Existing Water Line	2	EA	10,500.00	21,000.00
56	Remove and Replace HMA Dike Type "A"	900	LF	10.50	4,450.00
57	2" PVC conduit	21,640	LF	2.60	56,264.00
58	B-24 Pull Box for bid item 57	36	EA	370.00	13,320.00
59	Temporary Striping and Markings - single coat paint	1	LS	13,000.00	13,000.00
60	3" Sch. 40 Conduit sleeves for future irrigation	700	LF	13.50	9,450.00
61	Raise Water Valve covers (temp for HMA lift)	20	EA	800.00	16,000.00
62	Remove 14.5" existing material (Louise & Harlan)	15,000	SF	2.50	37,500.00

TOTAL BASE BID: 3,341,040.00

THREE MILLION, THREE HUNDRED FORTY ONE THOUSAND

TOTAL BASE BID IN WORDS: THREE MILLION, THREE HUNDRED FORTY ONE THOUSAND

CORRECTION:

BID SCHEDULE CONTINUED ON NEXT PAGE \$ 3,341,080 B.A.205H

→ AUG. 10, 2020: BASE BID CORRECT AS-BID AT \$3,341,040 SH

BID ALTERNATE 1

BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED TOTAL
1	Median Planter Material	1	LS	61,350.00	61,350.00
2	Construct PCC Median Curb	3,080	LF	36.50	112,420.00
3	Construct Stamped Concrete (Median Pavement)	771	SF	16.00	12,336.00
4	½" RHMA (Type G) PG 64-16 DEDUCT	308	TN	-89.00	-27,412.00
5	Cold Plane 2-1/2" DEDUCT	2,189	SY	-1.80	-3,940.20
6	Striping Detail 25 (Thermo & Markers) (Replaces Bid Item 36 in Base Bid)	4,525	LF	1.60	7,240.00
7	Striping Detail 29 (Thermo & Markers) (Replaces Bid Item 38 in Base Bid)	1,746	LF	2.70	4,714.20

TOTAL BID ALTERNATE 1: \$ 166,708.00

TOTAL BID ALTERNATE 1 IN WORDS: One hundred sixty-six thousand, seven hundred eight dollars and zero cents.

BID ALTERNATE 1 AND 2

BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED TOTAL
1	Median Planter Material	1	LS	126,650.00	126,650.00
2	Construct PCC Median Curb	6,364	LF	36.00	229,104.00
3	Construct Stamped Concrete (Median Pavement)	1,896	SF	14.00	26,544.00
4	½" RHMA (Type G) PG 64-16 DEDUCT	625	TN	-89.00	-55,625.00
5	Cold Plane 2-1/2" DEDUCT	4,444	SY	-1.80	-7,999.20
6	Striping Detail 25 (Thermo & Markers) (Replaces Bid Item 36 in Base Bid)	7,803	LF	1.60	12,484.80
7	Striping Detail 29 (Thermo & Markers) (Replaces Bid Item 38 in Base Bid)	35	LF	2.70	94.50
8	Regrade Underlying Material	32,000	SF	6.20	6,400.00

TOTAL BID ALTERNATE 1 AND 2: \$ 337,653.10

TOTAL BID ALTERNATE 1 and 2 IN WORDS: Three hundred thirty three thousand, six hundred fifty three dollars and zero cents



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/10/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 333 South 7th Street, Suite 1400 Minneapolis, MN 55402-2400	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Liberty Mutual Fire Ins Co</td> <td></td> <td>23035</td> </tr> <tr> <td>INSURER B : Associated Electric & Gas Ins Services Ltd</td> <td></td> <td>3190004</td> </tr> <tr> <td>INSURER C : Liberty Insurance Corporation</td> <td></td> <td>42404</td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Liberty Mutual Fire Ins Co		23035	INSURER B : Associated Electric & Gas Ins Services Ltd		3190004	INSURER C : Liberty Insurance Corporation		42404	INSURER D :			INSURER E :			INSURER F :	
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INSURER D :																					
INSURER E :																					
INSURER F :																					

COVERAGES **CERTIFICATE NUMBER:** CHI-009549306-01 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____			TB2-641-005097-040	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/POP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AJ2-641-005097-050	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
B	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			XL5063409P	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WA7-64D-005097-020 (Regulated) WA7-64D-005097-010 (AOS) "INCLUDES *STOP-GAP*"	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Louise Avenue Pavement Rehab. CIP PS 18-01 / Lathrop, CA / Knife River job # 57201742

The City of Lathrop, its Officers, City Council, Boards and Commissions and Members thereof, its Employees and Agents is/are included as additional insured under general liability per the attached CG 2010 and CG 2037 endorsements and does not include professional liability coverage. Blanket Additional Insured for Automobile Liability is included per attached designated Insured Endorsement CA 20 48. Blanket Waiver of Subrogation, where allowed by law, applies for General Liability (CG 24 04), Automobile Liability (CA 04 44), and Workers' Compensation per the attached endorsements. Primary and Non-Contributory applies for General Liability per CG 20 01 attached.

CERTIFICATE HOLDER **CANCELLATION**

City of Lathrop 390 Towne Centre Drive Lathrop, CA 95330	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
--	--

AGENCY CUSTOMER ID: CN102299309

LOC #: Minneapolis



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED DSS Company dba Knife River Construction 655 West Clay Street Stockton, CA 95206-1722	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Excess liability applies to general liability, products and completed operations, automobile liability, and employers liability.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.
This policy will be primary and non-contributory to any like insurance available to the person or organization noted above.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

Policy Number: AI2-641-005097-050
 Issued By: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE PART
- MOTOR CARRIER COVERAGE PART
- GARAGE COVERAGE PART
- TRUCKERS COVERAGE PART
- EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
- SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART

Schedule		
Name of Other Person(s)/ Organization(s):	Email Address or mailing address:	Number Days Notice:
Per schedule of certificate holders on file with the Company	Per schedule of certificate holders on file with the Company	90

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.

Premium: \$ INCL

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

SCHEDULE (continued)

**Name Of Additional Insured Person(s)
Or Organization(s):**

Location(s) Of Covered Operations

Any person or organization with whom you have agreed in writing in a contract or agreement, prior to an "occurrence" or "offense", that such person or organization be added as an additional insured on your policy; and 2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in item (1) above.

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

Name Of Additional Insured Person(s)
Or Organization(s):

Any person or organization for whom you have agreed in writing in a contract or agreement, prior to an "occurrence" or "offense", that such person or organization be added as an additional insured on your policy; and 2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in item (1) above.

Location And Description Of Completed Operations

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Policy Number **TB2-641-005097-040**
 Issued by **LIBERTY MUTUAL FIRE INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE PART
- MOTOR CARRIER COVERAGE PART
- GARAGE COVERAGE PART
- TRUCKERS COVERAGE PART
- EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
- SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per Schedule of certificate holders on file with the Company		90

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary.

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Paragraph 8, Transfer Of
Rights Of Recovery Against Others To Us of
Section IV – Conditions:

We waive any right of recovery we may have against
the person or organization shown in the Schedule
below because of payments we make for injury or
damage arising out of your ongoing operations or
"your work" done under a contract with that person
or organization and included in the "products-
completed operations hazard". This waiver applies
only to the person or organization shown in the
Schedule below.

SCHEDULE

Name Of Person Or Organization:

As required by written contract or agreement entered into prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

NOTICE OF CANCELLATION TO THIRD PARTIES

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Schedule on file with the company	Schedule on file with the company	90

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-64D-005097-010 Effective Date 01/01/2020 Premium \$

Issued to Centennial Energy Holdings, Inc.

NOTICE OF CANCELLATION TO THIRD PARTIES

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Schedule on file with the company	Schedule on file with the company	90

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WAT-64D-005097-020

Effective Date 01/01/20

Premium \$

Issued to MDU Resources Group, Inc.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Not applicable in Alaska, Kentucky and New Jersey

Schedule

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Where required by contract or written agreement prior to loss and allowed by law

In the states of Alabama, Arizona, Arkansas, Colorado, Georgia, Idaho, Illinois, Indiana, Kansas, Michigan, Mississippi, Missouri, Montana, Nevada, New Mexico, North Carolina, Oklahoma, Pennsylvania, South Carolina, South Dakota, West Virginia, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$100 per policy.

In the states of Florida, Iowa, Nebraska, Oregon, the premium charge is 1% of the total manual premium subject to a minimum premium of \$250 per policy.

In the state of Hawaii, the premium charge is \$12,928 and determined as follows: The premium charge for this endorsement is 1% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of Louisiana, the premium charge is 2% of the total standard premium subject to a minimum premium of \$250 per policy.

In the state of Massachusetts, the premium charge is 1% of the total manual premium.

In the states of New York, Tennessee, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$250 per policy.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-84D-005097-010 Effective Date 01/01/20 Premium \$

Issued to Centennial Energy Holdings, Inc.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The waiver does not apply to any right to recover payments which the Minnesota Workers Compensation Reinsurance Association may have or pursue under M.S. 79.36.

Schedule

Where required by contract or written agreement prior to loss and allowed by law.

In the states of Arizona, Idaho, Minnesota, Montana, Nevada, South Dakota, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$100 per policy.

In the state of Oregon, the premium charge is 1% of the total manual premium subject to a minimum premium of \$250 per policy.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-64D-005097-020 Effective Date 01/01/20 Premium \$

Issued to MDU Resources Group, Inc.

SECTION 00660

LOUISE AVENUE PAVEMENT REHABILITATION
CIP PS 18-01

WORKER'S COMPENSATION
CERTIFICATION

WORKER'S COMPENSATION CERTIFICATION

(AS REQUIRED BY SECTION 1861
OF THE CALIFORNIA LABOR CODE)

I am aware of the provision of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of the Contract.

Contractor: DSS Company dba Knife River Construction

By: 
Steve Essoyan

Title: President

(END OF SECTION)

SECTION 00610

LOUISE AVENUE PAVEMENT REHABILITATION
CIP PS 18-01

PERFORMANCE BOND

Bond No: 190-045-315 / 107264112

Premium: \$7,357.00

Contract No: PS 18-01

PERFORMANCE BOND

WHEREAS, the City Council of the City of Lathrop, State of California, and DSS COMPANY DBA KNIFE DBA KNIFE RIVER CONSTRUCTION ("Principal"), have entered into a Contract whereby principal agrees to install and complete certain designated public improvements. The Contract, dated August 10, 2020, and identified as project Louise Avenue Pavement Rehabilitation CIP PS 18-01, is hereby referred to and made a part hereof; and

WHEREAS, the principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the principal and LIBERTY MUTUAL INSURANCE COMPANY AND TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA as Co-Sureties, as surety, are held and firmly bound unto the City of Lathrop ("City"), in the sum of SIX HUNDRED SEVENTY EIGHT THOUSAND SIX HUNDRED NINETY FOUR AND NO/100** dollars (\$ **3,678,694.00**) lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors and administrators, jointly and severally. ****THREE MILLION**

The condition of this obligation is such that if the above principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

SECTION 00610

LOUISE AVENUE PAVEMENT REHABILITATION
CIP PS 18-01

PERFORMANCE BOND

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and

Surety above named, on August 11, 2020.

ADDRESS OF Contractor:

DSS COMPANY DBA KNIFE RIVER
CONSTRUCTION

655 W. Clay Street
Stockton, CA 95206

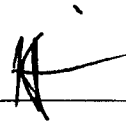


Steve Essoyan, President

ADDRESS OF SURETY:

LIBERTY MUTUAL INSURANCE COMPANY AND TRAVELERS
CASUALTY AND SURETY COMPANY OF AMERICA as
Co-Sureties

8400 Normandale Lake Blvd., Ste. 1700
Bloomington, MN 55437



Karen Amin, Attorney-in-Fact

(END OF SECTION)

ACKNOWLEDGMENT

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

State of California
County of San Joaquin

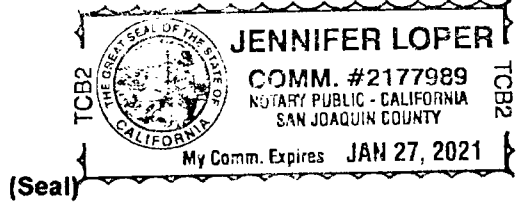
On August 11, 2020 before me, Jennifer Loper, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature *Jennifer Loper*



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of San Joaquin)

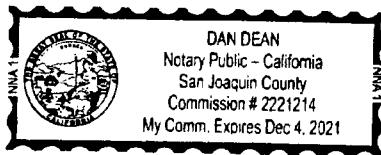
On 8/17/2020 before me, Dan Dean - Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared - Steve Essoyan -
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

SECTION 00620

LOUISE AVENUE PAVEMENT REHABILITATION
CIP PS 18-01

PAYMENT (LABOR AND
MATERIALS) BOND

Bond No: 190-045-315 / 107264112
Premium: Included in Conjunction with
Performance Bond
Contract No. PS 18-01

PAYMENT (LABOR AND MATERIALS) BOND

WHEREAS, the City Council of the City of Lathrop, State of California, and , ("Principal"), have entered into an Contract whereby principal agrees to install and complete certain designated public improvements. The Contract, dated August 10, 2020, and identified as project **Louise Avenue Pavement Rehabilitation PS 18-01**, is hereby referred to and made a part hereof; and

WHEREAS, under the terms of the Contract, principal is required before entering upon the performance of the work to file a good and sufficient payment with the City of Lathrop to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, the principal and the undersigned as corporate surety, are held firmly bound unto the City of Lathrop and all Contractors, subcontractors, laborers, material, men and other persons employed in the performance of the Contract and referred to in the above-mentioned Code of Civil Procedure in the sum of ~~SIX HUNDRED NINETY FOUR AND NO/100~~ ^{THREE MILLION SIX HUNDRED SEVENTY EIGHT THOUSAND} dollars (\$ ~~**3,678,694.00**~~), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that the surety will pay the same in an amount not exceeding the amount set forth above, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment rendered.

It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the conditions of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alternation or addition to the terms of said Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

SECTION 00620

LOUISE AVENUE PAVEMENT REHABILITATION
CIP PS 18-01

PAYMENT (LABOR AND
MATERIALS) BOND

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety
above named, on August 11, 2020.

ADDRESS OF PRINCIPAL:

DSS COMPANY DBA KNIFE RIVER CONSTRUCTION

655 W. Clay Street
Stockton, CA 95206



Steve Essoyan, President

ADDRESS OF SURETY:

LIBERTY MUTUAL INSURANCE COMPANY AND TRAVELERS
CASUALTY AND SURETY COMPANY OF AMERICA as
Co-Sureties

8400 Normandale Lake Blvd., Ste. 1700
Bloomington, MN 55437



Karen Amin, Attorney-in-Fact

(END OF SECTION)

00620-2

ACKNOWLEDGMENT

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

State of California
County of San Joaquin

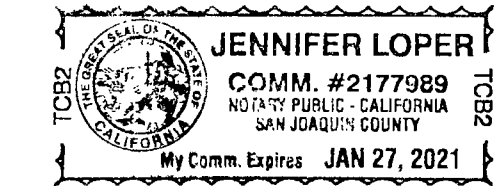
On August 11, 2020 before me, Jennifer Loper, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Jennifer Loper



(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

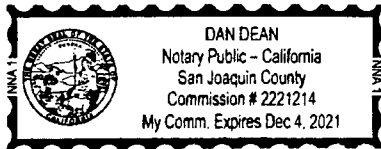
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Joaquin)
On 8/17/2020 before me, Dan Dean - Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared - Steve Essoyan -
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8197947 - 969440

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Daniel M. Connolly, Karen Amin, Jennifer Loper, David Schnapp

all of the city of Lodi state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of November, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]

David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 8th day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28 2021
Member Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of August, 2020.



By: [Signature]

Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-810-832-8240 between 9:00 am and 4:30 pm EST on any business day.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Karen Amin, of Lodi, California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 11th day of August, 2020



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**



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ITEM 4.17

CITY MANAGER'S REPORT NOVEMBER 9, 2020 CITY COUNCIL REGULAR MEETING

ITEM: **AWARD A CONTRACT FOR CITY-WIDE TREE MAINTENANCE SERVICES TO WEST COAST ARBORISTS**

RECOMMENDATION: **Adopt a Resolution Awarding a Contract to West Coast Arborists for Specialized Tree Maintenance Services for City Streets and Parks**

SUMMARY:

The City of Lathrop and its residents want the City-owned parks and streetscapes maintained at a high level. The City has an existing contract for routine landscape maintenance; however, the maintenance of larger trees requires specialized services. Larger trees often require the services of a certified arborist, specialized equipment, training, and experience. If larger trees are not properly maintained, they have the potential to become unsightly, diseased, unsafe, and can damage infrastructure and private property.

The City does not have staff with the training or experience for these specialized services; therefore, a Request for Proposals (RFP) for Tree Maintenance Services was issued on September 23, 2020 and four (4) proposals were received on October 5, 2020. After evaluating and ranking the proposals, West Coast Arborists, Inc. (WCA) proposed the lowest rates and was determined to be the most qualified firm.

Staff requests City Council approve a Contract with WCA at a Not-to-Exceed (NTE) amount of \$70,000 for the term of November 9, 2020 to June 30, 2021 for scheduled and emergency call-out tree maintenance. Staff also requests City Council authorize the City Manager to approve up to two (2) additional consecutive years after the initial contract period in one (1) year increments at a total amount maximum of \$100,000 per year with WCA for scheduled and emergency call-out tree maintenance. Funds sufficient for the prorated work contemplated by this contract's first term exist in the adopted Fiscal Year 20-21 budget.

BACKGROUND:

The City's landscape maintenance contractor maintains the health and shape of City-owned trees under 25' in height. Trees over 25' have been maintained via one-time contracts with professional tree companies versed in working in and equipped to handle taller trees. However, more City-owned trees are exceeding 25' and others are diseased or causing conflicts with existing infrastructure, e.g. lifting sidewalks or impinging on vehicles' vertical road clearance; therefore, the City has identified the need for a professional tree maintenance company.

**CITY MANAGER'S REPORT
NOVEMBER 9, 2020 CITY COUNCIL REGULAR MEETING
APPROVE CONTRACT FOR TREE MAINTENANCE SERVICES**

PAGE 2

The Tree Maintenance Services Contract is based on fixed hourly straight time rates for scheduled tree maintenance work in order to reduce administrative time, and operations and maintenance costs to procure these services via the previous standalone contract model.

This Contract also establishes fixed hourly straight time and overtime rates for labor for unscheduled work and emergency services that may be required due to accidents or tree failure, and establishes fixed hourly rates for equipment at all days and times.

In addition to the scheduled and emergency response services described above, the City recognized the necessity of securing the consulting services of a Certified Arborist to address tree health and species suitability issues identified at various areas around the City. The RFP specifically required any tree maintenance company seeking to submit a proposal to this RFP employ and make available to the City at least one International Society of Arboriculture (ISA)–Certified Arborist®

In accordance with Lathrop Municipal Code 2.36.150, an RFP for Tree Maintenance Services was issued on September 23, 2020 and 4 proposals were received on October 5, 2020. After evaluating and ranking the proposals, WCA was determined to be the best-qualified firm.

WCA submitted hourly rates for the estimated total number of hours of scheduled and emergency labor and equipment in Cost Proposal Schedules A, B, C, D, and E, for a total cost proposal of \$144,990; however, the budget for the first term of this contract is \$70,000. Therefore, the NTE amount of \$70,000 for this Tree Maintenance Services contract for the term of November 9, 2020 to June 30, 2021 will be billed against at the hourly rates for scheduled and emergency labor and equipment submitted by WCA in their proposal, attached to the Contract as Exhibit A.

Staff requests City Council approve a Contract with WCA with a NTE amount of \$70,000 for Tree Maintenance Services for the term of November 9, 2020 to June 30, 2021.

Staff also requests City Council authorize the City Manager to extend the Contract with WCA for up to two (2) additional one-year terms at a NTE amount of \$100,000 per term, subject to City Council budget approval.

REASON FOR RECOMMENDATION:

Maintenance of tall trees is a specialty profession that requires highly trained personnel and special equipment. The City does not currently have the equipment, trained staff or Certified Arborist to properly maintain trees taller than 25'. This contract is necessary to provide for the health and structure of City-owned trees.

**CITY MANAGER'S REPORT
NOVEMBER 9, 2020 CITY COUNCIL REGULAR MEETING
APPROVE CONTRACT FOR TREE MAINTENANCE SERVICES**

PAGE 3

FISCAL IMPACT:

The annual NTE amount of the Tree Maintenance Services Contract with WCA is \$70,000 for the term of November 9, 2020 to June 30, 2021; however, work will be prorated against only sufficient funds in each of the Community Facilities Districts FY 2020-21 Budgets, therefore no budget amendment is necessary.

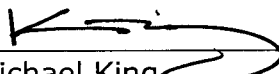
The potential annual NTE amount of the Tree Maintenance Services Contract with WCA is \$100,000 for each of the optional one-year terms beginning July 1, 2021.

ATTACHMENTS:

- A. Resolution Approving a Contract with West Coast Arborists for Tree Maintenance Services
- B. Contract with West Coast Arborists for Tree Maintenance Services

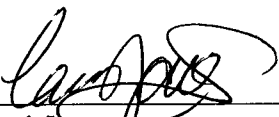
**CITY MANAGER'S REPORT
NOVEMBER 9, 2020 CITY COUNCIL REGULAR MEETING
APPROVE CONTRACT FOR TREE MAINTENANCE SERVICES**

APPROVALS:



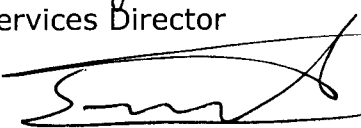
Michael King
Director of Public Works

10-30-2020
Date



Cari James
Finance & Administrative
Services Director

11/3/2020
Date



Salvador Navarrete
City Attorney

11-2-2020
Date



Stephen J. Salvatore
City Manager

11.3.2020
Date

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A CONTRACT TO WEST COAST ARBORISTS FOR TREE MAINTENANCE SERVICES

WHEREAS, the City does not have the proper equipment nor trained personnel to maintain the health and structure of City-owned trees over 25' in height; and

WHEREAS, a licensed professional tree service company and a Certified Arborist are needed to provide maintenance services and professional recommendations for City-owned street and park trees over 25' in height and respond to emergencies involving City-owned trees; and

WHEREAS, in accordance with Lathrop Municipal Code 2.36.150, a Request for Proposal (RFP) for Specialized Tree Maintenance Services was issued on September 23, 2020 and 4 proposals were received on October 5, 2020; and

WHEREAS, after evaluating and ranking the proposals, West Coast Arborists was determined to be the best qualified firm; and

WHEREAS, the initial term of the Contract is from November 9, 2020 to June 30, 2021, and Council may authorize the City Manager to extend the Contract for up to two (2) additional one-year terms; and

WHEREAS, the Contract establishes hourly labor and equipment rates based on West Coast Arborists' submitted cost proposal rate schedules for scheduled tree maintenance, in order to reduce administrative time and operations and maintenance costs to procure these services; and

WHEREAS, the Contract establishes hourly labor and equipment rates based on West Coast Arborists' submitted cost proposal rate schedules for unscheduled and emergency tree maintenance services that may be required; and

WHEREAS, the Contract establishes a Not-To-Exceed (NTE) amount of \$70,000 for the first term of November 9, 2020 to June 30, 2021; and

WHEREAS, staff requests City Council approve a Contract with West Coast Arborists to provide Tree Maintenance Services for the term of November 9, 2020 to June 30, 2021 at a NTE amount of \$70,000 and authorize the City Manager to extend the contract for up to two (2) additional consecutive years after the initial contract period in one (1) year increments at a total amount maximum of \$100,000 per year; subject to City Council approval of budget allocation; and

WHEREAS, sufficient funds were allocated for this work to each Community Facilities District in the FY 2020-21 Budget.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby approves a Contract with West Coast Arborists for Tree Maintenance Services for a NTE amount of \$70,000 for the term of November 9, 2020 to June 30, 2021 and authorizes the City Manager to extend the contract for up to two (2) additional one-year terms at a NTE amount of \$100,000 per term, subject to City Council budget approval.

The foregoing resolution was passed and adopted this 9th day of November 2020, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:


ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

CONTRACT FOR TREE MAINTENANCE SERVICES

This Contract, dated November 9, 2020, is entered into by and between the City of Lathrop, a municipal corporation of the State of California (City), and West Coast Arborists, (Contractor), whose Taxpayer Identification Number is _____.

For and in consideration of the following covenants, terms and conditions, City and Contractor (the parties) agree:

1. Term. This Contract shall commence on, and be binding on the parties on, the date of execution of this Contract, and shall expire on June 30, 2021, subject to the earlier termination of this Contract. This contract may be extended by the City Manager for up to two (2) additional consecutive years after the initial contract period in one (1) year increments at a total amount maximum of \$100,000 per year at the same rates as provided by Contractor in Exhibit A. The City shall notify the Contractor in writing of the intent to extend the contract by June 1st of the current contract year.
2. General Scope of Project and Work. The work to be performed is described in the City of Lathrop Request for Proposals for Tree Maintenance Services (Project). Contractor shall furnish labor, services, materials and equipment in connection with the performance of the described Tree Maintenance and complete the Work in accordance with the covenants, terms and conditions of this Contract to the satisfaction of the City. The Work shall be complete, and all appurtenant work, materials, and services not expressly shown or called for in the Proposal Documents which may be necessary for the complete and proper performance of the Tree Maintenance in good faith shall be performed, furnished, and installed by the Contractor as though originally specified or shown. The Contractor will be compensated for actual work performed in accordance with the rates and provisions contained in these Documents and those submitted in the Contractor's proposal.

Work to be determined and may be but is not required to be assigned by the City on an as-needed basis, paid at the rates provided by the Contractor in Exhibit A, and up to a Not-to-Exceed Total Amount of:

\$70,000

3. Documents. No Amount of work or payment is guaranteed by this contract. This Contract shall include the City of Lathrop Request for Proposal for Tree Maintenance Services (Project) which is on file with the Public Works Department and is hereby incorporated by reference (i.e. RFP, certification of insurance) and the Proposal submitted by West Coast Arborists on October 5, 2020, attached as Exhibit A. For the purposes of construing, interpreting and resolving inconsistencies between the provisions of this Contract, these documents and the provisions thereof are set forth in the following order of precedence: Contract, RFP, Contractor's Proposal.
4. Compensation. In consideration of Contractor's performance of its obligations hereunder, City shall pay to Contractor at the rates set forth in the Contractor's Submitted Cost Proposal Rate Schedules in accordance with the provisions of this Contract and upon the receipt of written invoices and all necessary supporting documentation within the time set forth in the Construction Documents. Contractor hereby shall not be permitted to invoice

the City nor accept compensation for work not yet complete. In no event, shall the Contractor be entitled to payment for work not included in the approved scope of work, a written task order, or change order signed by the City's Public Works Director prior to commencement of any work.

5. Insurance. On or before the Date of Execution, Contractor shall obtain and maintain the policies of insurance coverage described in Section VIII of the RFP on terms and conditions and in amounts as may be required by the City. City shall not be obligated to take out insurance on Contractor's personal property or the personal property of any person performing labor or services or supplying materials or equipment under the Project. Contractor shall furnish City with the certificates of insurance and with original endorsements affecting coverage required under this Contract on or before the Date of Execution. The certificates and endorsements for each insurance policy shall be signed by a person who is authorized by that insurer to bind coverage on its behalf. Proof of insurance shall be mailed to the Project Manager to the address set forth in Section 15 of this Contract.
6. Indemnification. Contractor agrees to protect, defend, indemnify and hold City, its City Council members, officers, employees, engineer, and construction manager harmless from and against any and all claims, demands, liabilities, losses, damages, costs, expenses, liens, penalties, suits, or judgments, arising in whole or in part, directly or indirectly, at any time from any injury to or death of persons or damage to property as a result of the willful or negligent act or omission of Contractor, or which results from Contractor's noncompliance with any Law respecting the condition, use, occupation or safety of the Project site, or any part thereof, or which arises from Contractor's failure to do anything required under this Contract or for doing anything which Contractor is required not to do under this Contract, or which arises from conduct for which any Law imposes strict liability on Contractor in the performance of or failure to perform the terms and conditions of this Contract, except as may arise from the sole willful or negligent act or omission of City or any of its City Council members, officers, employees. This indemnification shall extend to any and all claims, demands, or liens made or filed by reason of any construction, renovation, or remodeling work performed by Contractor under this Contract at any time during the term of this Contract, or arising thereafter.
7. Assumption of Risk. Contractor agrees to voluntarily assume any and all risk of loss, damage, or injury to the property of Contractor which may occur in, on, or about the Project site at any time and in any manner, excepting such loss, injury, or damage as may be caused by the sole willful or negligent act or omission of City or any of its City Council members, officers, or employees.
8. Waiver. The acceptance of any payment or performance, or any part thereof, shall not operate as a waiver by City of its rights under this Contract. A waiver by City of any breach of any part or provision of this Contract by Contractor shall not operate as a waiver or continuing waiver of any subsequent breach of the same or any other provision, nor shall any custom or practice which may arise between the parties in the administration of any part or provision of this Contract be construed to waive or to lessen the right of City to insist upon the performance of Contractor in strict compliance with the covenants, terms and conditions of this Contract.
9. Compliance with Laws. Contractor shall comply with all Laws now in force or which may hereafter be in force pertaining to the Project and Work and this Contract, with the

requirement of any fire underwriters or other similar body now or hereafter constituted, with any discretionary license or permit issued pursuant to any Law of any public agency or official as well as with any provision of all recorded documents affecting the Project site, insofar as any are required by reason of the use or occupancy of the Project site, and with all Laws pertaining to nondiscrimination and affirmative action in employment and hazardous materials.

10. Bonds. Not Applicable to this Contract.
11. Representations and Warranties. In the supply of any materials and equipment and the rendering of labor and services during the course and scope of the Project and Work, Contractor represents and warrants:
 - (1) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be vested in Contractor;
 - (2) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be merchantable and fit to be used for the particular purpose for which the materials are required;
 - (3) Any labor and services rendered and materials and equipment used or employed during the course and scope of the Project and Work shall be free of defects in workmanship for a period of one (1) year after the recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder;
 - (4) Any manufacturer's warranty obtained by Contractor shall be obtained or shall be deemed obtained by Contractor for and on behalf of City.
 - (5) Any information submitted by Contractor prior to the award of Contract, or thereafter, upon request, whether or not submitted under a continuing obligation by the terms of the Contract to do so, is true and correct at the time such information is submitted or made available to the City;
 - (6) Contractor has not colluded, conspired, or agreed, directly or indirectly, with any person in regard to the terms and conditions of Contractor's Bid, except as may be permitted by the Notice to Contractors;
 - (7) Contractor has the power and the authority to enter into this Contract with City, that the individual executing this Contract is duly authorized to do so by appropriate resolution, and that this Contract shall be executed, delivered and performed pursuant to the power and authority conferred upon the person or persons authorized to bind Contractor;
 - (8) Contractor has not made an attempt to exert undue influence with the Project Manager or any other person who has directly contributed to City's decision to award the Contract to Contractor;
 - (9) There are no unresolved claims or disputes between Contractor and City which would materially affect Contractor's ability to perform under the Contract;

- (10) Contractor has furnished and will furnish true and accurate statements, records, reports, resolutions, certifications, and other written information as may be requested of Contractor by City from time to time during the term of this Contract;
 - (11) Contractor and any person performing labor and services under this Project is duly licensed as a contractor with the State of California as required by California Business & Professional Code Section 7028, as amended; and
 - (12) Contractor has fully examined and inspected the Project sites and assets proposed for maintenance (assets) and has full knowledge of the physical conditions of the Project sites and assets.
12. Assignment. This Contract and the performance required hereunder is personal to Contractor, and it shall not be assigned by Contractor. Any attempted assignment shall be null and void.
 13. Claims of Contractor. All claims pertaining to extra work, additional charges, or delays within the Contract Time or other disputes arising out of the Contract shall be submitted by Contractor in accordance with the General Conditions.
 14. Audits by City. During the term of this Contract and for a period of not less than three (3) years after the expiration or earlier termination of this Contract, City shall have the right to audit Contractor's Project-related and Work-related writings and business records, as such terms are defined in California Evidence Code Sections 250 and 1271, as amended, during the regular business hours of Contractor, or, if Contractor has no such hours, during the regular business hours of City.
 15. Notices. All contracts, agreements, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) days by delivery of a hard copy of the material sent by facsimile transmission, in accordance with (1), (2) or (3) above. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

To City: City of Lathrop
 City Clerk
 390 Towne Centre Drive
 Lathrop, CA 95330

(209) 941-7430
 FAX: (209) 941-7449

Copy To: Public Works Director

To Contractor: West Coast Arborists
2200 E. Via Burton Street
Anaheim, CA 92806

Phone: (714) 991.1900

Fax: (714) 956.3745

ATTN: Victor Gonzalez

16. Miscellaneous.

- (1) Bailee Disclaimer. The parties understand and agree that City does not purport to be Contractor's bailee, and City is, therefore, not responsible for any damage to the personal property of Contractor.
- (2) Consent. Whenever in this Contract the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (3) Controlling Law. The parties agree that this Contract shall be governed and construed by and in accordance with the Laws of the State of California.
- (4) Definitions. The definitions and terms are as defined in these specifications.
- (5) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Contract, which directly results from an Act of God or an act of a superior governmental authority.
- (6) Headings. The paragraph headings are not a part of this Contract and shall have no effect upon the construction or interpretation of any part of this Contract.
- (7) Incorporation of Documents. All documents constituting the Construction Documents described in Section 3 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in this Contract and shall be deemed to be part of this Contract.
- (8) Integration. This Contract and any amendments hereto between the parties constitute the entire contract between the parties concerning the Project and Work, and there are no other prior oral or written contracts between the parties that are not incorporated in this Contract.
- (9) Modification of Contract. This Contract shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (10) Provision. Any contract, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Contract shall define or otherwise control, establish, or limit the performance required or permitted or to be required

of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.

- (11) Resolution. Contractor shall submit with its Bid a copy of any corporate or partnership resolution or other writing, which authorizes any director, officer or other employee or partner to act for or on behalf of Contractor or which authorizes Contractor to enter into this Contract.
- (12) Severability. If a court of competent jurisdiction finds or rules that any provision of this Contract is void or unenforceable, the provisions of this Contract not so affected shall remain in full force and effect.
- (13) Status of Contractor. In the exercise of rights and obligations under this Contract, Contractor acts as an independent contractor and not as an agent or employee of City. Contractor shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of City, and Contractor expressly waives any and all claims to such rights and benefits.
- (14) Successors and Assigns. The provisions of this Contract shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (15) Time of the Essence. Time is of the essence of this Contract and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday, or any Day observed as a legal holiday by City, the time for performance shall be extended to the following Business Day.
- (16) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (17) Recovery of costs. The prevailing party in any action brought to enforce the terms of this Contract or arising out of this Contract, including the enforcement of the indemnity provision(s), may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.
- (18) Contractor and subcontractors must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC1368), Executive Order 11738, and Environmental Protection Agency Regulations at 40 CFR Part 15.
- (19) Contractors and subcontractors must comply with mandatory standards and policies relating to the energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation ACT (Public Law 94-163, 89 stat 871).
- (20) The Contractor shall provide access to the site for the Environmental Protection Agency and its duly authorized representatives, and the City.

- (21) If during the course of construction evidence of deposit of historical or archaeological interest is found, the Contractor shall cease operation affecting the find and shall notify the City, who shall notify the EPA and the State Historic Preservation Officer. No further disturbance of the deposits shall ensue until the Contractor has been notified by the City that construction may proceed. The City will issue a notice to proceed only after the state official has surveyed the find and made a determination to the EPA and the City. Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the Construction Documents.
- (22) Notice to Proceed. Prior to commencing work under this Contract, CONTRACTOR shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary insurances have been received. City shall not be obligated to pay CONTRACTOR for any services prior to issuance of the Notice to proceed.
- (23) Signatures. The individuals executing this Contract represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Contract on behalf of the respective legal entities of the CONTRACTOR and the CITY. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- (24) This project is a public works project: Contractor shall comply with requirements of California Labor Code § 1700 and following, and prevailing wages shall be paid for work performed on this project.
- (25) The statutory provisions for penalties for failing to comply with the State of California wage and labor laws be enforced, as well as that for failing to pay prevailing wages.

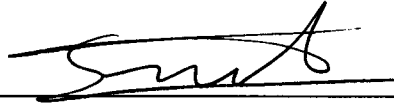
LIST OF EXHIBITS:

- A: CONTRACTOR'S SUBMITTED PROPOSAL, INCLUDING:
 - i. CONTRACTOR'S SUBMITTED COST PROPOSAL SCHEDULES A, B, C, D and E
 - ii. CONTRACTOR'S SUBMITTED QUALIFICATIONS AND EXPERIENCE STATEMENT
- B: CONTRACTOR'S SUBMITTED WORKERS COMPENSATION CERTIFICATION

Certification of insurance and worker's compensation certification shall be furnished to the City by the Contractor after City Council's approval with resolution.

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

11-3-2020

Date

Recommended for Approval:

City of Lathrop
Director of Public Works

Michael King

Date

Approved By:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

Contractor:

West Coast Arborists, Inc.
220 E. Via Burton Street
Anaheim, CA 92806

Fed ID # _____

Lathrop Business License # _____

Signature

Date

Print Name and Title

EXHIBIT A

WCA

Setting the gold standard.

CITY OF LATHROP

RFP For Tree Maintenance Services 2020—2021

WCAINC.COM • 800.521.3714 • LIC #366764 • DIR #1000000956



Tree Pruning



Tree Removal



Tree Planting



GPS Tree Inventory



Emergency Response



Plant Health Care



ISA Certified



Tree Care Professionals Serving Communities Who Care About Trees

www.WCAINC.com

October 1, 2020

City of Lathrop
Attn: Ken Reed
390 Towne Centre Drive
Lathrop, CA 95330

RE: RFP: Tree Maintenance Services 2020-2021
Due: Monday, October 5, 2020 at 04:00PM

To whom it may concern;

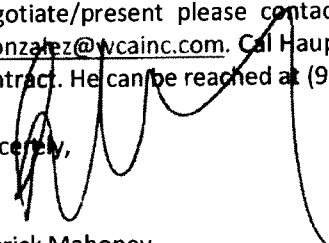
Thank you for allowing West Coast Arborists, Inc. (WCA) the opportunity to submit a proposal for tree maintenance services for the City of Lathrop. WCA is a family-owned and operated company employing nearly 1,000 full-time employees providing various tasks to achieve one goal: serving communities who care about trees. We have reviewed, understand, and agree to the terms and conditions described in this RFP. We also hereby acknowledge that we meet the minimum requirements and responded to each of these requirements to the best of our ability. Our proposal is valid for a minimum of 90 days.

WCA's corporate values include listening to customers and employees to help improve services offered. By establishing clear goals and expectations for the organization, supporting its diverse teams, and exchanging frequent feedback from customers and employees, we are able to provide 'gold standard' tree care services. WCA's top management team has created a culture where employees become accountable for actions and results. Our Tree Care Industry Association (TCIA) company-wide accreditation is evidence of the commitment WCA has to our safety and training programs, customer satisfaction and our capacity to maintain industry standards.

WCA has a 48-year track record of working for more than 300 California and Arizona municipalities as well as other various agencies. Our company has been in business since 1972 and is licensed by the California State Contractors License Board under license #366764. We have held this license in good standing since 1978. The license specializes in Class C61 (Tree Service) as well as Class C27 (Landscaping). We currently employ over 80 Certified Arborists and over 150 Certified Tree workers, as recognized by the International Society of Arboriculture. WCA is also registered with the Department of Industrial Relations (DIR) for Public Works projects, our registration number is 1000000956. All work will be performed in-house; no subcontractors will be used.

Our employees will operate from one of our seven California Offices: Stockton Office, 3625 E. Stevenson Avenue, Stockton, CA 95205. For questions related to this proposal and who has the authority to negotiate/present please contact Victor Gonzalez, V.P. Business Development, at (714) 991-1900 or at vgonzalez@wcainc.com. Cal Haupt, Area Manager, will be assigned to this project should WCA be awarded a contract. He can be reached at (925) 595-1720 or chaupt@wcainc.com.

Sincerely,


Patrick Mahoney
President

West Coast Arborists, Inc.

2200 E. Via Burton Street • Anaheim, CA 92806 • 714.991.1900 • 800.521.3714 • Fax 714.956.3745

CITY OF LATHROP

Tree Maintenance Services 2020–2021

1. COST PROPOSAL

COST PROPOSAL SCHEDULE "A"

SCHEDULED WORK: PERSONNEL STRAIGHT TIME

The position titles and descriptions listed may not accurately reflect the position titles and descriptions of employees of your firm.

Title	Description	Hourly Straight Time Rate (\$/hr.)*	No. of Estimated Hours in Contract Period	Estimated Cost per contract period per position
Arborist	Consultation	\$ <u>100</u> . <u>00</u>	30	\$ <u>3,000</u> . <u>00</u>
Operations Superintendent	All work, both field and office, subject to his approval and direction	\$ <u>No Fee</u>	60	\$ <u>0</u> . <u>00</u>
Tree Services - Foreman	Primary duties are to perform tree cutting and cabling from tree or bucket aerial lift.	\$ <u>70</u> . <u>00</u>	600	\$ <u>42,000</u> . <u>00</u>
Tree Services - Laborer	Primary duties are to assist the sawyer as directed.	\$ <u>60</u> . <u>00</u>	1200	\$ <u>72,000</u> . <u>00</u>

*Straight time is defined as Monday – Friday, 7AM – 6PM.

SCHEDULED PERSONNEL COST ESTIMATE FOR TYPICAL CONTRACT PERIOD: \$117,000.00

COST PROPOSAL SCHEDULE "B"

UNSCHEDULED/EMERGENCY WORK: PERSONNEL STRAIGHT TIME

The position titles and descriptions listed may not accurately reflect the position titles and descriptions of employees of your firm; however, an entry for each labor category is required.

Title	Description	Hourly Straight Time* Rate (\$/hr.)	No. of Estimated Hours in Contract Period	Estimated Cost per contract period per position
Arborist	Consultation	\$ <u>100</u> .00	3	\$ <u>300</u> .00
Operations Superintendent	All work, both field and office, subject to his approval and direction	\$ <u>No Fee</u>	5	\$ <u>0</u> .00
Tree Services - Foreman	Primary duties are to perform tree cutting and cabling from tree or bucket aerial lift.	\$ <u>80</u> .00	8	\$ <u>640</u> .00
Tree Services - Laborer	Primary duties are to assist the sawyer as directed.	\$ <u>70</u> .00	16	\$ <u>1,120</u> .00

*Straight time is defined as 7AM – 6PM, Monday – Friday.

The City will pay for a maximum travel time of one (1) hour in each direction for personnel responding to Unscheduled / Emergency work.

COST PROPOSAL SCHEDULE "C"
UNSCHEDULED/EMERGENCY WORK: PERSONNEL OVERTIME

Title	Description	Hourly Overtime* Rate (\$/hr.)	No. of Estimated Hours in Contract Period	Estimated Cost per contract period per position
Arborist	Consultation	\$ <u>150</u> .00	3	\$ <u>450</u> .00
Operations Superintendent	All work, both field and office, subject to his approval and direction	\$ <u>No Fee</u>	5	\$ <u>0</u> .00
Tree Services - Foreman	Primary duties are to perform tree cutting and cabling from tree or bucket aerial lift.	\$ <u>110</u> .00	8	\$ <u>880</u> .00
Tree Services - Laborer	Primary duties are to assist the sawyer as directed.	\$ <u>100</u> .00	16	\$ <u>1,600</u> .00

**Overtime is defined as 6 PM – 7 AM, Monday – Friday; and all day Saturday, Sunday and holidays.*

The City will pay for a maximum travel time of one (1) hour in each direction for personnel responding to Unscheduled / Emergency work.

COST PROPOSAL SCHEDULE "D" – ALL WORK: VEHICLES AND EQUIPMENT

The vehicles and equipment listed hereon may not accurately reflect the rolling stock used by your firm. For those vehicles and equipment that are not used by your firm, cross out and mark as "N/A" to indicate that the vehicle or equipment is not available or necessary for the services provided by your firm.*

Description	Unit Rate (\$/Hour)	No. of Estimated Hours in Contract Period	Estimated Cost per contract period per position
Stump Grinder	\$ <u>20</u> .00	100	\$ <u>2,000</u> .00
Brush Chipper	\$ <u>10</u> .00	500	\$ <u>5,000</u> .00
Pickup Truck	\$ <u>30</u> .00	200	\$ <u>6,000</u> .00
Bucket Truck	\$ <u>30</u> .00	200	\$ <u>6,000</u> .00

**Any equipment for which an hourly rate is not proposed will be charged per current CalTrans equipment rates.*

COST PROPOSAL SCHEDULE "E" – CITYWIDE TREE REPORT – COST ESTIMATE

Description	Arborist Rate (\$/hr.)*	No. of Estimated Hours to Deliver Report	Total Cost Estimate (\$)
Citywide Tree Report	\$ 100 . 00	40	\$ 4,000 . 00

**This rate must be the same rate proposed for the Arborist in Schedule A.*

CITY OF LATHROP

COST PROPOSAL – ADDITIONAL SERVICES

WCA, Inc. agrees to offer the following services at the direction of the City.

SPECIALTY EQUIPMENT

WCA can dispatch a variety of specialty equipment including 100-foot crane, 95-foot aerial tower, and/or roll-off trucks with loaders. The operator will be charged under the hourly rates in either Schedule A, B or C.

Crane up to 30-ton	per hour	\$95.00
95-foot Aerial Tower	per hour	\$95.00
Roll-off Truck	per hour	\$50.00
Loader or Bobcat Loader	per hour	\$50.00
8-yard dump truck	per hour	\$30.00

GPS TREE DATA COLLECTION

Collect and record GPS tree inventory data for each City-owned tree. WCA agrees to provide use of our software program (ArborAccess) at no additional cost, while under an agreement for tree maintenance services.

Physical Tree Data Collection	per tree site	<i>No cost</i>
Tree Inventory Updates (adding trees after initial inventory)	per tree site	\$6.00

TREE PLANTING SERVICES

BASED ON SIZE

Planting includes the tree, stakes, ties and complete installation. Planting lists should be compiled by the Inspector and submitted monthly or as needed. WCA will guarantee the life of the tree for a period of THIRTY (30) calendar days, excluding vandalism and extreme weather conditions. After THIRTY (30) days, the tree will be the responsibility of the City and/or resident.

15-GALLON	Each	\$225.00
24-INCH BOX	Each	\$440.00
36-INCH BOX	Each	\$1,100.00
48-INCH BOX	Each	\$2,500.00

TREE WATERING SERVICES

per man hour

\$89.00

A standard tree planting crew consists of 1 person with water truck. Cost of water not included. Price includes traffic control.

PLANT HEALTH CARE SERVICES

Insecticide or Fungicide Trunk Banding Description: Trunk spray of recommended material.	per diameter inch	\$7.00
PGR Trunk Banding Description: Trunk spray of recommended material to regulate plant growth.	per diameter inch	\$7.00
Insecticide or PGR Soil Application (Cambistat) Description: Recommended insecticide soil injection or drench material to regulate plant growth.	per diameter inch	\$7.00
Insecticide or Fungicide Soil Application Description: Soil applied drench of recommended material.	per diameter inch	\$7.00
Soil Injection Fertilization Description: Soil applied injection of recommended material.	per diameter inch	\$7.00
Soil Drenching Fertilization Description: Soil application of recommended material.	per diameter inch	\$7.00
Trunk Injection (Insecticide/Miticide) Description: Trunk injected recommended material.	per diameter inch	\$7.00
Trunk Injection (Fungicide) Description: Trunk injected recommended material.	per diameter inch	\$7.00
Trunk Injection (Insecticide & Fungicide Combo) Description: Combination of one time trunk injection of two recommended materials.	per diameter inch	\$8.00
Avermectin Class Insecticide Injection Description: Recommended trunk injection of Emamectin benzoate active ingredient.	per diameter inch	\$7.00

COOPERATIVE PURCHASE

It is intended that any other public agency (e.g., city, county district, public authority, public agency, municipality, and other political subdivision or public corporation) shall have the option to participate in any award made as a result of this solicitation at the same prices. The City shall incur no financial responsibility in connection with any purchase by another public agency. The public agency shall accept sole responsibility for placing orders and making payments to the vendor.

CITY OF LATHROP

Tree Maintenance Services 2020–2021

2. QUALIFICATIONS & EXPERIENCE STATEMENTS

ATTACHMENT "A" – CONTRACTOR'S QUALIFICATIONS AND EXPERIENCE STATEMENTS

Name of Contractor: West Coast Arborists, Inc.

THE CONTRACTOR SHALL COMPLETE THE FOLLOWING STATEMENTS:

1. The Contractor has been engaged in the contracting business, under the present business name for 48 years.

2. The Contractor has experience in performing tree work for a government agency over a period of 48 years.

3. List a minimum of five (5) tree maintenance contracts that have been satisfactorily completed in the last ten (10) years for the agencies or authorities indicated:

	YEAR	TYPE OF WORK	CONTRACT AMOUNT	NAME OF AGENCY AND GENERAL CONTACT INFO
(a)	2016- Current	Urban Forestry Management	600,000 \$ Annually	County of Alameda Mike Dutra (510) 670-5528
(b)	2016- Current	Tree Maintenance Services	155,000 \$ Annually	City of Livermore Joe Prime (925) 960-8020 jgprime@cityoflivermore.net
(c)	2012- Current	Tree Maintenance Services	1,000,000 \$ Annually	City of Sacramento Kevin Wasson (916) 808-6336 kwasson@cityofsacramento.org
(d)	2010- Current	Tree Inventory/ Maintenance Services	700,000 \$ Annually	Cosumnes CSD Steve Sims (916) 869-3696 stevesims@csdparks.com
(e)	2010- Current	As-Needed Tree Maintenance Services	700,000 \$ Annually	City of San Ramon Gary Manuel (925) 973-2833 gmanuel@ci.san-ramon.ca.us

(Attach additional sheets as necessary)

4. Following is a list of vehicles and equipment that will be available for use on the proposed work as required:

	Vehicle/Equipment	Make/Model	Year
(a)	Please see attached proposal book	_____	_____
(b)	_____	_____	_____
(c)	_____	_____	_____

(Attach additional sheets as necessary)

**ATTACHMENT "A" – CONTRACTOR'S QUALIFICATIONS AND EXPERIENCE
STATEMENTS (Continued)**

5. **SAFETY RECORD:** List ALL Workers' Compensation claims against your company in the past 5 years. Do not provide names of personnel or other individuals involved, but provide details of each accident, including date(s), location, determination of fault, Cal-OSHA violations (if any), severity of casualty to all persons involved, and steps taken to prevent future recurrence of similar event.

Please see attached proposal book

(Attach additional sheets as necessary)

7. **RESPONSE TIME:** Provide a proposed response time to the City of Lathrop for emergency callouts in ¼ hour fractions, e.g. 75 minutes / 1.25 hours: 60 min

8. **EMPLOYEE CERTIFICATIONS AND LICENSES:** List all employees who possess verifiable certifications, license or other qualifications related to the work, including employee job title and certification / years held on the table below:

Please see attached proposal book

	NAME	JOB TITLE	CERTIFICATION & YEARS HELD
(a)	Jason Pinegar	Vice President	ISA Certified Arborist #WE-7634A
(b)	Cal Haupt	Area Manager	ISA Certified Arborist #WE-7634A
(c)	James Speck	Area Supervisor	ISA Certified Arborist #WE-10858AT

(Attach additional sheets as necessary)



**CITY OF LATHROP
WCA - 5-Year CAL/OSHA History & Worker's Compensation Disclosure**

OSHA Violation Disclosure:

West Coast Arborists, Inc (WCA) appreciates the opportunity to further clarify all the results from the DOL website pertaining to WCA's recent OSHA Inspections/Citations:

Date of Inspection: 2/24/17

OSHA Citation #1213089

This was a facility inspection due to the Maximum Enforcement campaign. 1) No permit to operate air compressors. 2) No warning signs for air compressor for auto start up. 3) Stored oxygen cylinder next to acetylene cylinder. 4) Welding cylinders not secure from tipping 4) Grinder tool rest not adjusted to proper gap. 5) Grinder tongue guard not adjusted to proper gap. Permits were obtained for all air compressors company-wide as well as signs placed for all compressors. We had all, but one, sign not placed. The cylinders were not in use and were pending to be refueled. The other cylinders were in compliance, that were in use. We have now kept cylinders, empty or full, separate and chained up. The grinders inspected were not in use and were unplugged, because they had a potential to be used a citation was issued. We now conduct a weekly walkthrough and check all grinders for proper gaps regardless if in use or not. All citations are under appeal.

OSHA Citation #1214604

Date of Inspection: 2/23/17

Accident Related Inspection during contract services with the City of Camarillo – 1 serious citation issued. Failed to have rails on stairway to bucket. We have corrected the truck that was missing the guardrail and spoke with our bucket truck manufacture to place a guardrail on all our new units. We have added these rails as the trucks came in for repairs and preventive maintenance service. We also placed stickers on areas that are not working surfaces. A safety shut down was done companywide for re-training to all employees. The employee who was injured received a Safety Violation notice for working off a non-working surface. Total fine of \$5,060 has been paid.

OSHA Citation #1180192

Date of Inspection: 9/28/16

Maximum Enforcement Inspection during contract services with the City of Coronado – 1 general, 2 serious citations issued. 1) Missing elements in the IIPP. 2) Not feeding from side of chipper and walking away. 3) Placed hands and arms on the feed table. During the investigation it was found that the employee was in fact following proper procedures. What looked to be chipping brush, the employee was using a bigger limb to push the smaller material into the feeding wheels. We conducted training with the crew and placed additional warning stickers on the chippers. The citations were appealed and significantly reduced. Total fine of \$8,855 has been paid.



Incident Detail Report

View: All, Cause: All, Damage Type: Injury, Injury Type: All, Body Part: All, Turn In Ins: Yes, Ins Type: All, At Fault: All, Litigated: All, Category: All

CAL HAUPT(Based On JobNum)

YTD Amt: \$105,423.44

Total Remain Reserve: \$4,375.00

From: 10/01/15 - 10/01/20 (DateRangeOnly)

Inc #: 10074 **By:** vking

DWC1: Y **Inc Date:** 08/17/17 **Est Close:** **Comp Date:** 01/08/18 **Days:** 144

Job #: 39539 **Customer:** COUNTY OF SAN JOAQUIN **Employee:** [REDACTED] Y

Cause: Operator error(dropped, loader damage, removal debris, etc) **Location:** Dos Rios Park **Foreman:** [REDACTED]

Type: Injury **Rep Date:** 08/18/17 **Category:** Minor **Equip:** ,

Body: Other **SIP Date:** 08/18/17 **At Fault:** Yes

Reserve: \$0.00 **INS Reserve:** \$106.12 **Cost:** \$0.00

Desc: While doing tree removal, employee came in contact with poison oak.

Status: 01/08/2018 - To date no medical bills received. ok per EM to close

Notes: 09/01/2017 - Employee does not want further medical treatments

Inc #: 10138 **By:** vking

DWC1: Y **Inc Date:** 08/31/17 **Est Close:** **Comp Date:** 09/15/17 **Days:** 15

Job #: 39456 **Customer:** CITY OF LODI **Employee:** [REDACTED] Y

Cause: Operator error(dropped, loader damage, removal debris, etc) **Location:** 805 Church Street **Foreman:** [REDACTED]

Type: Injury **Rep Date:** 09/06/17 **Category:** Minor **Equip:** ,

Body: Shoulder **SIP Date:** 09/06/17 **At Fault:** Yes

Reserve: \$0.00 **INS Reserve:** \$1,101.51 **Cost:** \$0.00

Desc: Employee states that while walking with the blower on back, he slipped and fell landing on his right shoulder.

Status: 09/15/2017 - claim closed

Notes: 09/19/2017 - Nathen has been released from medical care. He can return to regular work without any restrictions.

Inc #: 10795 **By:** vking

DWC1: Y **Inc Date:** 03/28/18 **Est Close:** **Comp Date:** 06/26/18 **Days:** 90

Job #: 43301 **Customer:** CITY OF LODI **Employee:** [REDACTED] Y

Cause: Operator error(dropped, loader damage, removal debris, etc) **Location:** 211 Orange **Foreman:** [REDACTED]

Type: Injury **Rep Date:** 04/03/18 **Category:** Minor **Equip:** ,

Body: Back/lumbar **SIP Date:** 04/03/18 **At Fault:** Yes

Reserve: \$0.00 **INS Reserve:** \$453.77 **Cost:** \$0.00

Desc: Employee states that when he was climbing he slipped and hurt his lower back

Status:

Notes: 06/26/2018 - Employee states that he's fine and does not want further medical treatment Per James Speck

Inc #: 10936 **By:** vking

DWC1: Y **Inc Date:** 05/08/18 **Est Close:** **Comp Date:** 12/03/19 **Days:** 574

Job #: 40468 **Customer:** CITY OF SAN RAMON **Employee:** [REDACTED] N

Cause: Lifting Technique **Location:** Bollinger Canyon **Foreman:** [REDACTED]

Type: Injury **Rep Date:** 05/10/18 **Category:** Major **Equip:** ,

Body: Back/lumbar **SIP Date:** 05/10/18 **At Fault:** Yes

Reserve: \$0.00 **INS Reserve:** \$25,349.47 **Cost:** \$0.00

Desc: Employee states that while lifting a log, he started to feel pain in his lower back

Status: 11/20/2019 - Continues to be opened with Liberty

Notes: 11/05/2019 - This settlement includes 3 files:
648-C73265 - 2/21/19
648-C72762 - 2/20/18 to 2/20/19
648-C59275 - 5/8/18 (pled as 5/15/18) C&R Total: \$20,000.00
AA fees (172): \$3,000.00 - Continues to be opened with Liberty



Incident Detail Report

View: All, Cause: All, Damage Type: Injury, Injury Type: All, Body Part: All, Turn In Ins: Yes, Ins Type: All, At Fault:All, Litigated: All, Category: All

CAL HAUPT(Based On JobNum)

YTD Amt: \$105,423.44

Total Remain Reserve: \$4,375.00

From: 10/01/15 - 10/01/20 (DateRangeOnly)

Inc #: 11025 **By:** vking

DWC1: Y **Inc Date:** 06/06/18 **Est Close:** **Comp Date:** 06/22/18 **Days:** 16

Job #: 43629 **Customer:** CITY OF LODI - ELECTRIC UTILITY **Employee:** [REDACTED] Y

Cause: Operator error(dropped, loader damage, removal debris, etc) **Location:** 204 Cherry St. **Foreman:** [REDACTED]

Type: Injury **Rep Date:** 06/07/18 **Category:** Minor **Equip:** ,

Body: Back/lumbar **SIP Date:** 06/07/18 **At Fault:** Yes

Reserve: \$0.00 **INS Reserve:** \$389.44 **Cost:** \$0.00

Desc: Employee was using a wheel barrel to haul wood out of the backyard. The ground was uneven and he injured his back trying to keep the wheel barrel level

Status:

Notes: 06/12/2018 - Employee has been released from medical care. He can return to regular work without any restrictions.

Inc #: 11046 **By:** vking

DWC1: Y **Inc Date:** 06/14/18 **Est Close:** **Comp Date:** 07/27/18 **Days:** 43

Job #: 43940 **Customer:** WILLDAN-ELK GROVE **Employee:** [REDACTED] Y

Cause: Unknown **Location:** FFrandon Creek **Foreman:** [REDACTED]

Type: Injury **Rep Date:** 06/15/18 **Category:** Minor **Equip:** ,

Body: Eye **SIP Date:** 06/15/18 **At Fault:** Yes

Reserve: \$0.00 **INS Reserve:** \$146.29 **Cost:** \$0.00

Desc: Employee states that he hurt his right eye while working in the creek

Status: 07/27/2018 - closed

Notes: 06/26/2018 - Employee states that he' fine and does not want further medical treatments.

Inc #: 11068 **By:** vking

DWC1: Y **Inc Date:** 06/19/18 **Est Close:** **Comp Date:** 07/27/18 **Days:** 38

Job #: 43629 **Customer:** CITY OF LODI - ELECTRIC UTILITY **Employee:** [REDACTED] Y

Cause: Operator error(dropped, loader damage, removal debris, etc) **Location:** 1601 W. Lodi Ave **Foreman:** [REDACTED]

Type: Injury **Rep Date:** 06/20/18 **Category:** Minor **Equip:** ,

Body: Eye **SIP Date:** 06/20/18 **At Fault:** Yes

Reserve: \$0.00 **INS Reserve:** \$1,164.00 **Cost:** \$0.00

Desc: Employee states that while raking, some debris got in his left eye causing a scratch

Status: 07/27/2018 - claim closed

Notes: 06/20/2018 - Employee tried rinsing it out while at home and was unsuccessful. Occupational health was closed so he went to kaiser ER room. He's back at work today without any restrictions.

Inc #: 11098 **By:** vking

DWC1: Y **Inc Date:** 06/07/18 **Est Close:** **Comp Date:** 06/27/18 **Days:** 20

Job #: 39456 **Customer:** CITY OF LODI **Employee:** [REDACTED] Y

Cause: Operator error(dropped, loader damage, removal debris, etc) **Location:** Lodi **Foreman:** [REDACTED]

Type: Injury **Rep Date:** 06/26/18 **Category:** Minor **Equip:** ,

Body: Other **SIP Date:** 06/26/18 **At Fault:** Yes

Reserve: \$0.00 **INS Reserve:** \$0.00 **Cost:** \$0.00

Desc: Pedro's flip line came in direct contact with a service drop electrical line causing burn on inner right thigh

Status:

Notes: 06/27/2018 - Employee can return to regular work without any restrictions and has been released from medical care



Incident Detail Report

View: All, Cause: All, Damage Type: Injury, Injury Type: All, Body Part: All, Turn In Ins: Yes, Ins Type: All, At Fault: All, Litigated: All, Category: All

CAL HAUPT(Based On JobNum)

YTD Amt: \$105,423.44

Total Remain Reserve: \$4,375.00

From: 10/01/15 - 10/01/20 (DateRangeOnly)

Inc #: 11244 **By:** vking

DWC1: Y	Inc Date: 08/06/18	Est Close:	Comp Date: 08/15/18	Days: 9
Job #: 44867	Customer: COSUMNES CSD		Employee: [REDACTED]	N
Cause: Unknown	Location: 5300 Laguna Blvd.		Foreman: [REDACTED]	
Type: Injury	Rep Date: 08/08/18		Category: Minor	Equip: ,
Body: Other	SIP Date: 08/08/18		At Fault: No	
Reserve: \$0.00	INS Reserve: \$65.88		Cost: \$0.00	

Desc: While stump grinding a large fire ant nest was hit and ants got on Joe. days later the bites were turning into rashes

Status:

Notes: 08/15/2018 - Per Tim, employee will not be going to his follow up. Employee feels better and does not need further medical treatment. Administrative Discharge

Inc #: 11387 **By:** vking

DWC1: Y	Inc Date: 09/19/18	Est Close:	Comp Date: 01/11/19	Days: 114
Job #: 16906	Customer: WCA STOCKTON		Employee: [REDACTED]	N
Cause: Operator error(dropped, loader damage, removal debris, etc)	Location: Stockton Yard		Foreman: [REDACTED]	
Type: Injury	Rep Date: 09/19/18		Category: Moderate	Equip: C269,
Body: Finger	SIP Date: 09/19/18		At Fault: Yes	
Reserve: \$0.00	INS Reserve: \$4,817.83		Cost: \$0.00	

Desc: While hooking the chipper C269 to D206, Oscar's left index finger got pinched between the ring and pintle causing a laceration

Status: 12/11/2018 - As of 12/06/2018, employee has been transferred to shop permanently ok per Ernesto

Notes: 01/11/2019 - Claim closed

Inc #: 11404 **By:** vking

DWC1: Y	Inc Date: 09/21/18	Est Close:	Comp Date: 03/01/19	Days: 161
Job #: 44767	Customer: CITY OF BRENTWOOD		Employee: [REDACTED]	Y
Cause: Lifting Technique	Location: Brentwood		Foreman: [REDACTED]	
Type: Injury	Rep Date: 09/24/18		Category: Minor	Equip: ,
Body: Back/lumbar	SIP Date: 09/24/18		At Fault: Yes	
Reserve: \$0.00	INS Reserve: \$452.77		Cost: \$0.00	

Desc: Irineo states that he felt pain in lower back while dragging brush

Status:

Notes: 10/22/2018 - Irineo has been released from medical care. He can return to work without any restrictions.

Inc #: 11408 **By:** vking

DWC1: Y	Inc Date: 09/24/18	Est Close:	Comp Date: 02/28/19	Days: 157
Job #: 16906	Customer: WCA STOCKTON		Employee: [REDACTED]	N
Cause: Lifting Technique	Location: Stockton Yard		Foreman: [REDACTED]	
Type: Injury	Rep Date: 09/25/18		Category: Moderate	Equip: ,
Body: Shoulder	SIP Date: 09/25/18		At Fault: Yes	
Reserve: \$0.00	INS Reserve: \$1,583.96		Cost: \$0.00	

Desc: David states that while lifting chipper chute, he felt pain in his right shoulder

Status:

Notes: 02/28/2019 - David has been released from medical care. He can return to regular work without any restrictions.



Incident Detail Report

View: All, Cause: All, Damage Type: Injury, Injury Type: All, Body Part: All, Turn In Ins: Yes, Ins Type: All, At Fault: All, Litigated: All, Category: All

CAL HAUPT(Based On JobNum)

YTD Amt: \$105,423.44

Total Remain Reserve: \$4,375.00

From: 10/01/15 - 10/01/20 (DateRangeOnly)

Inc #: 11413 **By:** vking

DWC1: Y **Inc Date:** 09/26/18 **Est Close:** **Comp Date:** 09/27/18 **Days:** 1

Job #: 44885 **Customer:** COUNTY OF SAN JOAQUIN **Employee:** [REDACTED] Y

Cause: Third party **Location:** 311 River Meadows Dr. **Foreman:** [REDACTED]

Type: Injury **Rep Date:** 09/26/18 **Category:** Minor **Equip:** ,

Body: Eye **SIP Date:** 09/26/18 **At Fault:** No

Reserve: \$0.00 **INS Reserve:** \$0.00 **Cost:** \$0.00

Desc: Nathen was chipping and got stung by a wasp causing swelling above left eye

Status:

Notes: 09/27/2018 - Per Cal, employee is fine and does not want further medical treatments. Administrative discharged

Inc #: 12033 **By:** aalcantara

DWC1: Y **Inc Date:** 03/25/19 **Est Close:** **Comp Date:** 04/25/19 **Days:** 31

Job #: 44814 **Customer:** CITY OF TRACY **Employee:** [REDACTED] Y

Cause: Operator error(dropped, loader damage, removal debris, etc) **Location:** 90 W. 3rd Street **Foreman:** [REDACTED]

Type: Injury **Rep Date:** 03/27/19 **Category:** Minor **Equip:** ,

Body: Arm **SIP Date:** 03/27/19 **At Fault:** Yes

Reserve: \$0.00 **INS Reserve:** \$1,318.44 **Cost:** \$0.00

Desc: While employee was trimming he felt pain in his left arm and shoulder.

Status:

Notes: 04/24/2019 - Employee has been discharged from medical care. He can return to regular work without any restrictions.

Inc #: 12052 **By:** aalcantara

DWC1: Y **Inc Date:** 03/28/19 **Est Close:** **Comp Date:** 04/05/19 **Days:** 8

Job #: 44872 **Customer:** COSUMNES CSD **Employee:** [REDACTED] Y

Cause: Third party **Location:** Mendoza Park **Foreman:** [REDACTED]

Type: Injury **Rep Date:** 03/29/19 **Category:** Minor **Equip:** ,

Body: Other **SIP Date:** 03/29/19 **At Fault:** Yes

Reserve: \$0.00 **INS Reserve:** \$0.00 **Cost:** \$0.00

Desc: While working at Mendoza Park employee came in contact with poison oak/ivy.

Status:

Notes: 04/05/2019 - Employee states that he's fine and does not want further medical treatments.

Inc #: 12207 **By:** vking

DWC1: N **Inc Date:** 02/20/19 **Est Close:** **Comp Date:** 11/01/19 **Days:** 254

Job #: 44776 **Customer:** CITY OF SAN RAMON **Employee:** [REDACTED] N

Cause: Unknown **Location:** San Ramon **Foreman:** [REDACTED]

Type: Injury **Rep Date:** 05/10/18 **Category:** Major **Equip:** ,

Body: Other **SIP Date:** 05/10/18 **At Fault:** Yes

Reserve: \$0.00 **INS Reserve:** \$0.00 **Cost:** \$0.00

Desc: Companion claim to Claim 10936. Jeremy retained representation for a CT claim to his back and lower extremities

Status:

Notes: 11/05/2019 - Only claim remaining is Inc # 10936 all others have closed with Liberty



Incident Detail Report

View: All, Cause: All, Damage Type: Injury, Injury Type: All, Body Part: All, Turn In Ins: Yes, Ins Type: All, At Fault: All, Litigated: All, Category: All

CAL HAUPT(Based On JobNum)

YTD Amt: \$105,423.44

Total Remain Reserve: \$4,375.00

From: 10/01/15 - 10/01/20 (DateRangeOnly)

Inc #: 12733 **By:** vking

DWC1: Y **Inc Date:** 10/15/19 **Est Close:** **Comp Date:** 12/04/19 **Days:** 50

Job #: 49184 **Customer:** CITY OF PLEASANTON **Employee:** [REDACTED] Y

Cause: Pruning practices(falling limbs) **Location:** Del Valle Parkway **Foreman:** [REDACTED]

Type: Injury **Rep Date:** 10/24/19 **Category:** Moderate **Equip:** ,

Body: Hand **SIP Date:** 10/24/19 **At Fault:** Yes

Reserve: \$0.00 **INS Reserve:** \$1,938.78 **Cost:** \$0.00

Desc: Celestino was struck by a falling limb on his left hand

Status:

Notes: 12/04/2019 - Employee has been released from care. He can return to regular work.

Inc #: 12764 **By:** msandoval

DWC1: Y **Inc Date:** 10/30/19 **Est Close:** **Comp Date:** 12/10/19 **Days:** 41

Job #: 52107 **Customer:** COUNTY OF ALAMEDA **Employee:** [REDACTED] Y

Cause: Operator error(dropped, loader damage, removal debris, etc) **Location:** San Leandro Creek **Foreman:** [REDACTED]

Type: Injury **Rep Date:** 10/31/19 **Category:** Minor **Equip:** ,

Body: Arm **SIP Date:** 10/31/19 **At Fault:** Yes

Reserve: \$0.00 **INS Reserve:** \$20.73 **Cost:** \$0.00

Desc: Employee presented allergic reaction to poison ivy on neck and upper left arm.

Status:

Notes: 12/10/2019 - Employee states he's fine and does not want to return to the clinic

Inc #: 12861 **By:** msandoval

DWC1: Y **Inc Date:** 12/03/19 **Est Close:** **Comp Date:** 12/03/19 **Days:** 0

Job #: 49182 **Customer:** CITY OF LODI - ELECTRIC UTILITY **Employee:** [REDACTED] Y

Cause: Operator error(dropped, loader damage, removal debris, etc) **Location:** 321 Kristmont St **Foreman:** [REDACTED]

Type: Injury **Rep Date:** 12/03/19 **Category:** Minor **Equip:** ,

Body: Hand **SIP Date:** 12/03/19 **At Fault:** Yes

Reserve: \$0.00 **INS Reserve:** \$322.52 **Cost:** \$0.00

Desc: As employee was climbing into his final tie up position he reached out with his right hand crabbing a limb and made indirect contact with a high voltage energized line.

Status:

Notes: 12/03/2019 - Employee was seen at Kaiser. Determined to be first-aid. Released from care. Employee can return to regular with no restrictions. No follow up appt is needed at this time.

Inc #: 13303 **By:** vking

DWC1: Y **Inc Date:** 04/13/20 **Est Close:** **Comp Date:** 06/05/20 **Days:** 53

Job #: 49287 **Customer:** COSUMNES CSD **Employee:** [REDACTED] Y

Cause: Operator error(dropped, loader damage, removal debris, etc) **Location:** Elk Grove Yard **Foreman:** [REDACTED]

Type: Injury **Rep Date:** 04/13/20 **Category:** Minor **Equip:** ,

Body: Finger **SIP Date:** 04/13/20 **At Fault:** Yes

Reserve: \$0.00 **INS Reserve:** \$596.38 **Cost:** \$0.00

Desc: Employee sustained a laceration in his left finger while pulling chipper to hook it up to D204

Status: 06/05/2020 - Claim closed

Notes: 05/01/2020 - Employee has been released from medical care without any restrictions.



Incident Detail Report

View: All, Cause: All, Damage Type: Injury, Injury Type: All, Body Part: All, Turn In Ins: Yes, Ins Type: All, At Fault:All, Litigated: All, Category: All

CAL HAUPT(Based On JobNum)

YTD Amt: \$105,423.44

Total Remain Reserve: \$4,375.00

From: 10/01/15 - 10/01/20 (DateRangeOnly)

Inc #: 13852 **By:** msandoval

DWC1: Y

Inc Date: 09/08/20 **Est Close:**

Comp Date: **Days:** 23

Job #: 57982

Customer: CITY OF STOCKTON

Employee: [REDACTED] Y

Cause: Operator error(dropped, loader damage, removal debris, etc)

Location: 1413 Carlos Ave

Foreman: [REDACTED]

Type: Injury

Rep Date: 09/09/20

Category: Minor **Equip:** 384,

Body: Hand

SIP Date: 09/09/20

At Fault: Yes

Reserve: \$500.00

INS Reserve: \$0.00

Cost: \$0.00

Desc: Employee was sharpening the saw and tried to readjust the file, but it came loose and ended up puncturing his right hand.

Status:

Notes: 09/09/2020 - Employee was seen at KP. Employee was evaluated and deemed able to return to work at full capacity on 09/09/2020. Followup appt: 10/01/2020 at 2:50 p.m.

**ATTACHMENT "A" – CONTRACTOR'S QUALIFICATIONS AND EXPERIENCE
STATEMENTS (Continued)**

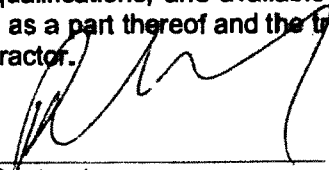
9. **NEGATIVE HISTORY DISCLOSURE:** Describe any alleged significant prior or on-going contract failures, any civil or criminal litigation or investigation pending which involves the firm or in which the firm has been judged guilty or liable within the last five (5) years.

If there is no negative history to disclose the Contractor must affirmatively state in its Proposal there is no negative history to report.

None. WCA has no negative history to report.

(Attach additional sheets as necessary)

All of the above statements as to experience, financial qualifications, and available plant and equipment are submitted in conjunction with the proposal, as a part thereof and the truthfulness and accuracy of the information is guaranteed by the Contractor.



Signature of Contractor

Patrick Mahoney

Print Name

President

Print Title

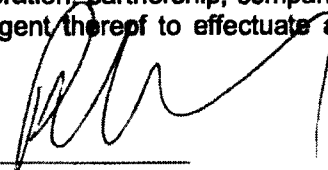
**ATTACHMENT "A" – CONTRACTOR'S QUALIFICATIONS AND EXPERIENCE
STATEMENTS (Continued)**

NONCOLLUSION AFFIDAVIT

STATE OF)
) ss.
COUNTY OF)

Patrick Mahoney, being first duly sworn, deposes and says that he or she is

President of West Coast Arborists, Inc. the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, associated, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.



Signature of: President, Secretary,
Manager, Project Manager or Representative

The County of Orange

State of California

**ATTACHMENT "A" – CONTRACTOR'S QUALIFICATIONS AND EXPERIENCE
STATEMENTS (Continued)**

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder, who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

NOTE: The above Statement and Questionnaire are part of the Proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**ATTACHMENT "A" – CONTRACTOR'S QUALIFICATIONS AND EXPERIENCE
STATEMENTS (Continued)**

LIST OF SUBCONTRACTORS:

The Bidder shall list below the name and business address of each subcontractor who will perform Work under this Bid in excess of one-half-of-one-percent of the Contractor's Total Bid Price, and shall also list the portion of the Work which will be done by such subcontractor, in accordance with Section 4107 of the Public Contract Code.

	<u>Work to be Performed</u>	<u>Subcontr. License Number</u>	<u>Percent of Total Contract</u>	<u>Subcontractor's Name and Address</u>
1.		NONE TO BE USED		
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				

Note: Attach additional sheets if required.

**ATTACHMENT "A" – CONTRACTOR'S QUALIFICATIONS AND EXPERIENCE
STATEMENTS (NOTARY STATEMENT)**

Subscribed and sworn to (or affirmed) before me

****Notary Certificate Attached****

on this ____ day of _____, 20____, by

_____, proved to
me on the basis of satisfactory evidence to be the
person(s) who appeared before me.

Seal _____

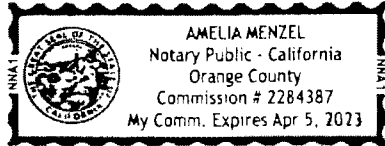
Signature _____

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

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on this 2nd
day of October, 2020, by Patrick Mahoney

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in cursive script, appearing to read 'Amelia Menzel', written over a horizontal line.

CITY OF LATHROP

Tree Maintenance Services 2020–2021

3. PROPOSAL NARRATIVE



COMPANY INFORMATION

WEST COAST ARBORISTS, INC. (WCA) is a family-owned and operated union company employing over 975 full-time employees providing tree maintenance and management services. We are proudly serving over 300 municipalities and public agencies. We provide superior and safe tree care operations seven days a week, 24 hours a day throughout California and Arizona,

COMPANY INFORMATION

President: Patrick Mahoney
Organization Type: Corporation
Established: 1972
Federal Tax ID: 95-3250682
DIR Registration: 100000956
Members of Laborers' Union: LiUNA!

CORPORATE OFFICE

2200 E. Via Burton St.
Anaheim, CA 92806

REGIONAL OFFICES

Fresno, CA
Phoenix, AZ
Riverside, CA
Sacramento, CA
San Diego, CA
San Jose, CA
San Francisco CA
Stockton, CA
Ventura, CA

CONTRACT ADMINISTRATION

Victor Gonzalez, Vice President
Corporate Office
Phone (714) 991-1900
Fax (714) 956-3745
Email: vgonzalez@wcainc.com

FIELD MANAGEMENT

Cal Haupt, Area Manager
3625 Stevenson Ave.
Stockton, CA 95205

Phone (209) 547-0297
Email: chaupt@wcainc.com

EMERGENCY RESPONSE 24/7
866-LIMB-DOWN

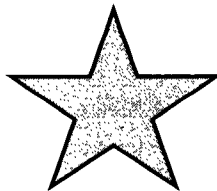
OUR VISION

As a corporate citizen, WCA's responsibility and accountability are to the communities where we do business. We hold ourselves to the highest standards of ethical conduct and environmental responsibility, communicating openly with our customers and the communities in which we work. It is our goal and vision to lead the industry in state-of-the-art urban tree care and management services.

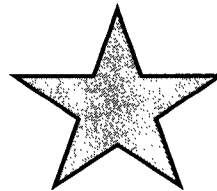
Tree care professionals serving communities who care about trees.

100% CUSTOMER SATISFACTION

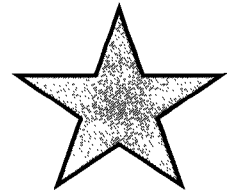
Customer satisfaction is our top priority. We guarantee your complete satisfaction with every facet of our services. Our dedication to customer service has earned WCA a reputation unrivaled in the industry for dependability, integrity, quality and courtesy. We authorize our employees to do whatever is necessary to achieve the highest quality results. We know that high quality work saves our customer's valuable time and is far more cost effective if we do our work properly the first time. We are committed to courteous and prompt customer service to fully resolve any issue.



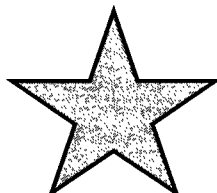
80+ ISA Certified Arborists



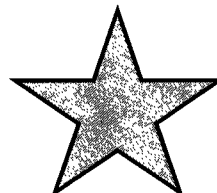
40+ Years Experience (Similar Size & Scope)



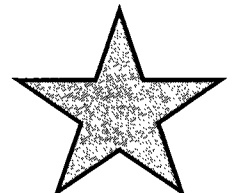
950+ Qualified Employees



Less than 2% turnover ratio for service staff



Local Office Stockton



1,400+ Pieces of Equipment (Owned)

CORPORATE CAPABILITIES

West Coast Arborists, Inc., is committed to successfully completing each project in accordance with the specifications, budget, schedule and with the highest quality of service. Our customers' satisfaction is a direct result of our means to carry out each project. Listed below are some of our corporate capabilities, which not only provide a sense of comfort and confidence to our customers, but also assure them of our continuous ability to carry out the duties of managing their urban forest.

- In business continuously and actively since 1972
- Contractor's License C61/D49 & C27
- Over \$8,500,000 line of credit available
- Bonded by CBIC, an A+ rated company
- 950+ employees
- 300+ contracts with public agencies
- 80+ Certified Arborists
- 150+ Certified Tree Workers
- Drug-free workplace
- 14,000 sq. ft. company-owned Headquarters (Anaheim)
- Department of Agriculture Nursery License
- Avg. 500,000 trees pruned annually over past 3 years
- Avg. 18,000 trees removed annually over past 3 years
- Avg. 14,000 trees planted annually over past 3 years
- Avg. 250,000 trees inventoried annually over past 3 years
- Fully insured with insurance up to \$10 million
- Federal Tax ID #95-3250682 current on all taxes and filings with state and federal government
- Sales volume over \$100 million annually
- Fleet of 1,400+ pieces of equipment



- Active Memberships:**
- Tree Care Industry Association (TCIA)
 - International Society of Arboriculture (ISA)
 - League of California Cities (LCC)
 - California Parks & Recreation Society (CPRS)
 - Association of California Cities- Orange County (ACCOC)
 - Maintenance Superintendents Association (MSA)
 - California Landscape Contractors Association (CLCA)
 - Street Tree Seminar (STS)
 - California Urban Forest Council (CaUFC)
 - American Public Works Association (APWA)

dpr CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION
 1001 I STREET
 SACRAMENTO, CALIFORNIA 95814

ISSUED: January 01, 2018
 EXPIRES: December 31, 2019

Pest Control Business - Main LICENSE
 LICENSE NO. 39575

Invalid if insurance and/or qualified person(s) lapse before expiration date

Mailing Address: WEST COAST ARBORISTS, INC.
 2200 E VIA BURTON ST
 ANAHEIM, CA 92806

Business Location: WEST COAST ARBORISTS, INC.
 2200 E VIA BURTON ST
 ANAHEIM, CA 92806

dca CONTRACTORS STATE LICENSE BOARD ACTIVE LICENSE

License Number: **366764** Entity: **CORP**

Business Name: **WEST COAST ARBORISTS INC**

License Address: **C61/D49 C27**

Expiration Date: **12/31/2020** www.cslb.ca.gov

WEST COAST ARBORISTS, INC. DIR# 1000000956

View Details | Renew/Grant My List

Detail:

Registration Number: 1000000956
 Status: Active
 CSLB Number: 366764
 Legal Entity Type: Corporation
 Mailing Address: 2200 E VIA BURTON ANAHEIM CA 92806
 County: Orange
 Craft: Laborer: Landscape
 Email: vgonzalez@wcainc.com

Registration History

Effective Date	Expiration Date
7/1/2019	6/30/2022
5/29/2018	6/30/2019
6/7/2017	6/30/2018
6/9/2016	6/30/2017
6/26/2015	6/30/2016
8/19/2014	6/30/2015

CURRENT CONTRACT WORK EXPERIENCE

WCA, Inc. understands the challenge that many cities face to reduce the cost of tree maintenance services, while increasing the level of performance. Utilizing our services as a valuable, cost-effective resource, cities are able to provide better services to their community. These contracts cover a range of services from providing emergency response to maintaining the Agency's entire urban forest.

2

WORK EXPERIENCE

COUNTY OF ALAMEDA

SINCE 2016



Annual Budget: \$ 600,000
Contact: Mike Outra, Superintendent
Address: 8820 Elk Grove, Elk Grove, CA 95624
Phone: (510) 670-5528
Email: miked@acpwa.org

WCA provides the County of Alameda with complete urban forestry management. This includes providing arborist services to evaluate trees and make recommendations to the Public Works Agency. In addition to tree services during regular hours, WCA provides emergency response under storm conditions or as-needed.

CITY OF LIVERMORE

SINCE 2016



Annual Budget: \$ 155,000
Contact: Joe Prime, PW Supervisor
Address: 3500 Robertson Park Rd., Livermore, CA 94550
Phone: (925) 960-8020
Email: jgprime@cityoflivermore.net

The City of Livermore has assigned WCA with complete tree maintenance services including tree pruning and removal. They utilize ArborAccess to forecast budget amounts and to schedule maintenance as-needed.

CITY OF SACRAMENTO

SINCE 2012



Annual Budget: \$ 1,000,000
Contact: Kevin Wasson, Operations Supervisor
Address: 5730 24th St., Bldg. 12A, Sacramento, CA 95822
Phone: (916) 808-6336
Email: kwasson@cityofsacramento.org

We currently perform tree pruning, tree removals and tree planting as part of the City's tree maintenance program. This project is an annual contract. Together, we are able to maintain trees more efficiently while guaranteeing the residents and businesses top quality tree care for the City's urban forest.

COSUMNES CSD

SINCE 2010



Annual Budget: \$ 700,000
Contact: Steve Sims, Parks Superintendent
Address: 8820 Elk Grove Blvd., Elk Grove, CA 95624
Phone: (916) 869-3696
Email: stevesims@csdparks.com

Cosumnes CSD had an inventory completed in 2012. The district is responsible for maintaining over 45,000 tree sites valued over \$86M. To better manage these sites, CSD is an active user of our ArborAccess inventory management system and regularly uses it to forecast budget amounts.

CITY OF SAN RAMON

SINCE 2000



Annual Budget: \$ 700,000
Contact: Gary Manuel, Maintenance Sup.
Address: 2226 Camino, San Ramon, CA 94583
Phone: (925) 973-2833
Email: gmanuel@ci.san-ramon.ca.us

WCA provides as-needed service request maintenance for the City of San Ramon. Service includes grid pruning, service pruning, large tree removals, and emergency response city-wide and at a number of city-owned facilities including the fire houses.

FIRM EXPERIENCE

Listed below are current contracts (in alphabetical order) valued over \$1,000,000 annually.
These contracts represent WCA corporate capabilities to provide superior and professional work to public agencies.

CUSTOMER	DURATION	ANNUAL CONTRACT AMOUNT
City of Anaheim/Anaheim Utilities	Since 2007	\$ 1,750,000.00
City of Beverly Hills	Since 2000	\$ 1,875,000.00
City of Corona	Since 2010	\$ 1,300,000.00
City of Fullerton	Since 1998	\$ 1,000,000.00
City of Glendale	Since 2015	\$ 1,056,000.00
City of Huntington Beach	Since 2008	\$ 1,000,000.00
City of Long Beach	Since 2016	\$ 1,200,000.00
City of Palo Alto	Since 2016	\$ 1,400,000.00
City of Sacramento	Since 2015	\$ 1,000,000.00
City of San Diego	Since 2015	\$ 2,000,000.00
City of Santa Ana	Since 2015	\$ 1,082,000.00
City of Santa Monica	Since 2011	\$ 1,723,000.00
County of LA	Since 2015	\$ 4,300,000.00
County of Orange	Since 2013	\$ 1,800,000.00
Riverside Public Utilities	Since 2016	\$ 2,000,000.00

EXPERIENCE (SIMILAR SIZE & SCOPE)

The references listed above are all current contracts displaying WCA's capabilities to provide the necessary manpower, experience, and equipment to manage Cities and Counties that require a heightened level of attention, expectation and need in comparison to other types of customers (i.e., HOA's, commercial and residential).

WCA, Inc. specializes in tree care for municipalities and public agencies. WCA, Inc. does not provide residential service or sub-contract.

EXPERIENCE- CURRENT CALIFORNIA CITIES/COUNTIES UNDER CONTRACT WITH WCA

CITY OF AGOURA HILLS
 CITY OF ALAMEDA
 CITY OF ALHAMBRA
 CITY OF ANAHEIM
 CITY OF ARTESIA
 CITY OF AZUSA
 CITY OF BALDWIN PARK
 CITY OF BELL
 CITY OF BELLFLOWER
 CITY OF BEVERLY HILLS
 CITY OF BREA
 CITY OF BRENTWOOD
 CITY OF BUENA PARK
 CITY OF BURBANK
 CITY OF CAMARILLO
 CITY OF CARLSBAD
 CITY OF CARMEL-BY-THE-SEA
 CITY OF CARPINTERIA
 CITY OF CARSON
 CITY OF CERRITOS
 CITY OF CHINO HILLS
 CITY OF CHOWCHILLA
 CITY OF CITRUS HEIGHTS
 CITY OF CLAREMONT
 CITY OF COACHELLA
 CITY OF CONCORD
 CITY OF CORONA
 CITY OF CORONADO
 CITY OF COSTA MESA
 CITY OF COVINA
 CITY OF CULVER CITY
 CITY OF DANA POINT
 CITY OF DAVIS
 CITY OF DEL MAR
 CITY OF DIAMOND BAR
 CITY OF DUARTE
 CITY OF EL CAJON
 CITY OF EL CERRITO
 CITY OF ENCINITAS
 CITY OF FILLMORE
 CITY OF FONTANA
 CITY OF FRESNO
 CITY OF FULLERTON
 CITY OF GARDEN GROVE
 CITY OF GARDENA
 CITY OF GILROY
 CITY OF GLENDALE
 CITY OF GLENDORA
 CITY OF HUNTINGTON BEACH
 CITY OF IMPERIAL BEACH

CITY OF INDIAN
 CITY OF IRVINDALE
 CITY OF LA CANADA FLINTRIDGE
 CITY OF LA HABRA
 CITY OF LA MESA
 CITY OF LA MIRADA
 CITY OF LA PALMA
 CITY OF LA PUENTE
 CITY OF LA VERNE
 CITY OF LAGUNA BEACH
 CITY OF LAGUNA HILLS
 CITY OF LAGUNA NIGUEL
 CITY OF LAKE ELSINORE
 CITY OF LAKEWOOD
 CITY OF LODI
 CITY OF LOMITA
 CITY OF LOMPOC
 CITY OF LONG BEACH
 CITY OF LOS ALAMITOS
 CITY OF LOS ALTOS
 CITY OF LOS ANGELES
 CITY OF MADERA
 CITY OF MANHATTAN BEACH
 CITY OF MAYWOOD
 CITY OF MENLO PARK
 CITY OF MILPITAS
 CITY OF MISSION VIEJO
 CITY OF MONROVIA
 CITY OF MONTCLAIR
 CITY OF MONTEBELLO
 CITY OF MONTEREY
 CITY OF MONTEREY PARK
 CITY OF MOORPARK
 CITY OF MORENO VALLEY
 CITY OF MORGAN HILL
 CITY OF MOUNTAIN VIEW
 CITY OF MURRIETA
 CITY OF NEWARK
 CITY OF NORCO
 CITY OF NORWALK
 CITY OF OAKLEY
 CITY OF OCEANSIDE
 CITY OF ONTARIO
 CITY OF ORANGE
 CITY OF OXNARD
 CITY OF PALO ALTO
 CITY OF PARAMOUNT
 CITY OF PERRIS
 CITY OF PLACENTIA
 CITY OF PLEASANTON
 CITY OF POMONA
 CITY OF PORTERVILLE
 CITY OF POWAY
 CITY OF RANCHO PALMS VERDES

CITY OF REDLANDS
 CITY OF RIALTO
 CITY OF RIVERSIDE
 CITY OF ROSEMEAD
 CITY OF ROSEVILLE
 CITY OF SACRAMENTO
 CITY OF SAN BERNARDINO
 CITY OF SAN DIEGO
 CITY OF SAN DIMAS
 CITY OF SAN FERNANDO
 CITY OF SAN GABRIEL
 CITY OF SAN JACINTO
 CITY OF SAN JOSE
 CITY OF SAN JUAN CAPISTRANO
 CITY OF SAN MARCOS
 CITY OF SAN RAMON
 CITY OF SANTA ANA
 CITY OF SANTA BARBARA
 CITY OF SANTA CLARA
 CITY OF SANTA FE SPRINGS
 CITY OF SANTA MARIA
 CITY OF SANTA MONICA
 CITY OF SANTA PAULA
 CITY OF SANTEE
 CITY OF SIERRA MADRE
 CITY OF SIGNAL HILL
 CITY OF SOLANA BEACH
 CITY OF SOUTH PASADENA
 CITY OF SOUTH SAN FRANCISCO
 CITY OF STOCKTON
 CITY OF SUNNYVALE
 CITY OF TEMECULA
 CITY OF TEMPLE CITY
 CITY OF THOUSAND OAKS
 CITY OF TORRANCE
 CITY OF TRACY

CITY OF TULARE
 CITY OF TUSTIN
 CITY OF UNION CITY
 CITY OF UPLAND
 CITY OF VENTURA
 CITY OF VICTORVILLE
 CITY OF VISALIA
 CITY OF VISTA
 CITY OF WALNUT
 CITY OF WEST COVINA
 CITY OF WEST HOLLYWOOD
 CITY OF WEST SACRAMENTO
 CITY OF WHITTIER
 CITY OF WOODLAND
 CITY OF YORBA LINDA
 COUNTY OF ALAMEDA
 COUNTY OF COLUSA
 COUNTY OF CONTRA COSTA
 COUNTY OF FRESNO
 COUNTY OF LOS ANGELES
 COUNTY OF MONTEREY
 COUNTY OF ORANGE
 COUNTY OF RIVERSIDE
 COUNTY OF SAN BERNARDINO
 COUNTY OF SAN DIEGO
 COUNTY OF SAN JOAQUIN
 COUNTY OF TULARE
 COUNTY OF YOLO
 TOWN OF ATHERTON
 TOWN OF LOS GATOS

IMPLEMENTATION PLAN

To ensure the quality of work and the level of service expected, WCA abides by a well-defined quality control plan that incorporates the following:

- Certified personnel
- Safety
- Pruning specifications and guidelines
- Sound equipment
- Public relations
- Proper traffic control
- State-of-the-art communication systems

Special shifts including weekends and evenings can be arranged in accordance with the Agency's specifications.

Project/Area Manager: **CAL HAUPT**

ISA Certification WE-7364A
TCIA Certified Tree Care Safety Professional #2563
ISA Tree Risk Assessment Qualified

The project Area Manager will be the central point of contact and will work cooperatively with Agency staff, local residents and business owners, etc. The Area Manager will provide overall field supervision and crew management.

Daily Management

Daily management will consist of, but not be limited to:

- Email notification complete with location, crew, equipment type, and work description
- Supervise crew personnel to insure proper pruning standards are followed in a safe manner
- Traffic control setup and maintenance of work zone
- Ensure work area is left free of debris at the end of shift
- Maintain record of work completed each day
- Maintain good public relations at all times
- Provide immediate notification to Agency Inspector upon damage of personal property including a plan for corrective measures to take place within 48 hours

Weekly Management

Weekly management will consist of, but is not limited to:

- Weekly inspection of work completed
- Meet with the Agency to review work schedule and progress
- Insure standards of pruning are performed in accordance with Agency specifications
- Maintain open communication with the Agency Inspector and field crew

SITE FOREMAN: CELSESTINO PEREZ

ISA Certification WE-11243T

3

IMPLEMENTATION PLAN

Scheduling of Work

The Area Manager is responsible for scheduling work which shall conform to the Agency's schedule of performance. We recommend equal distribution of work throughout the course of the fiscal year. Notifications will be provided to residents prior to the start of pruning operations in said area. All work will be performed in a cooperative manner as to cause the least amount of interference or inconvenience.

Public Notification

Upon Agency staff approval, WCA will post a door hanger notice prior to commencement of grid pruning (within 24-48 hours). After tree plantings, door hangers will be provided to residents instructing them on the proper care for their newly planted tree. For more comprehensive outreach we can also submit a press release for special projects or routine maintenance. The Agency may modify the procedures and materials to which we notify residents.

Communication Systems

Our use of modern and reliable communication systems affect our daily job performance by increasing our efficiency. Management and Field Personnel utilize smart phones as both navigational and communication devices in the field. Smart phones have proven to be a convenient method to input data as related to tree inventories, daily work records, timesheets, photos, and billing information; eliminating the need to handwrite data and improving customer service by minimizing response time.

Permits and Licensing

WCA will procure a City Business License as necessary and any "no-fee" permits prior to commencement of work. Permits (i.e., encroachment, traffic control, etc.) requiring fees will be charged back to the Agency.

Right-of-Way

All work will be performed in the public right-of-way. Employees will not utilize private property for eating, breaks or any other reason or use water or electricity from such property without prior written permission of owner.

Cooperation and Collateral Work

WCA will give right to operate within the project to the Agency workers and/or other contractors, utility companies, street sweepers, and others as needed in a cooperative effort to minimize interference in daily operations.

WORKFLOW TIMELINE

Grid Pruning Flowchart (30 day Completion)

Work request received from Customer

CSR creates a work order & gives to Area Manager

Area Manager schedules the work & informs the Customer

Work order is given to the Foreman

Foreman posts public notices

Crew performs work

Foreman completes work order & inventory;

CSR closes work order; Billing Dept.

Removal Flowchart (15 day Completion)

Customer marks trees for USA & notifies resident

Work request received from Customer

CSR creates work order & contacts USA 48 hours in advance of work

Work order is given to the Area Manager

Area Manager schedules work, informs the Customer & gives work order to Foreman

Crew performs work

Foreman completes work order & inventory;

CSR closes work order; Billing Dept.

Planting Flowchart (15 day Completion)

Work request received from Customer

CSR prepares work order & orders tree(s) from

CSR gives work order to Area Manager to schedule work & inform the Customer

Work order is given to the Foreman

Crew performs work & hangs tree care

Foreman completes work order & inventory;

CSR closes work order; Billing Dept.

Billing Dept. processes & prepares invoice

Service Request Flowchart (15 day Completion)

Work request received from Customer

CSR creates a work order & gives to Area Manager

Area Manager schedules the work & informs the Customer

Work order is given to the Foreman

Foreman posts public notices

Crew performs work

Foreman completes work order & inventory;

CSR closes work order; Billing Dept.

Emergency Flowchart (1 Hour Response/ 24 Hour Completion)

Work request received from Customer

CSR dispatches emergency crew

Area Manager schedules work & sends to

CSR to ensure safety

Foreman and Supervisor that work

return to site next day to

complete work order & inventory;

CSR closes work order; Billing Dept.

EMERGENCY CONTACTS

TOLL FREE
866.546.2369

in case of emergency
after normal business hours

Leave a message, if you do not receive a call back within 10 minutes, call the following contacts in order:

JAMES SPECK
(714) 809-7257

JAL RAJHI
(925) 595-1720

SALUSTIO SANCHEZ
(408) 595-4502

STEPHEN DAVIS
(714) 365-3716

BRIAN KIRKBEARD
(209) 663-0694

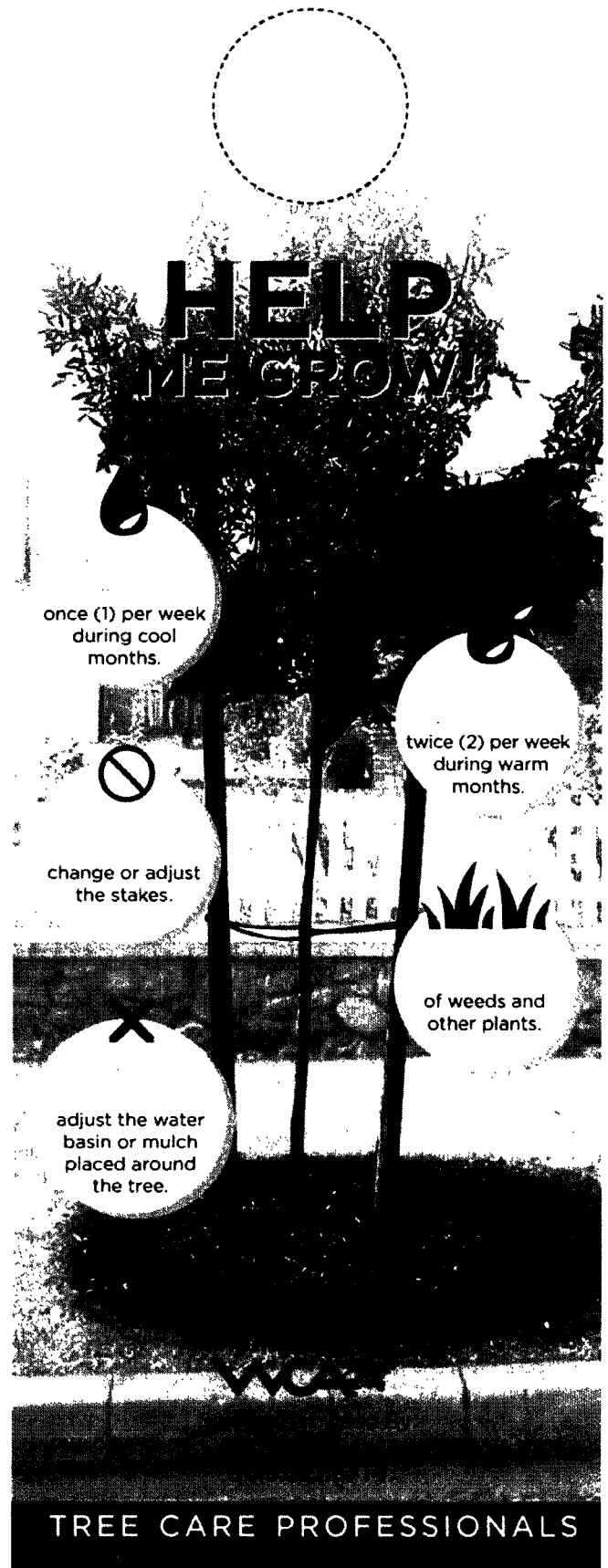
After confirmation from the
on-call Manager, you can email
multiple locations to:

LIMBDOWN@WCAINC.COM

NORMAL BUSINESS HOURS
(209) 547-5257

WCA

SAMPLE PLANTING DOOR HANGER



Project Site Maintenance

Work site will be left free of debris at the end of each workday. We will not discharge smoke, dust, or any other air contaminants in quantities that violate the regulations of any legally constituted authority.

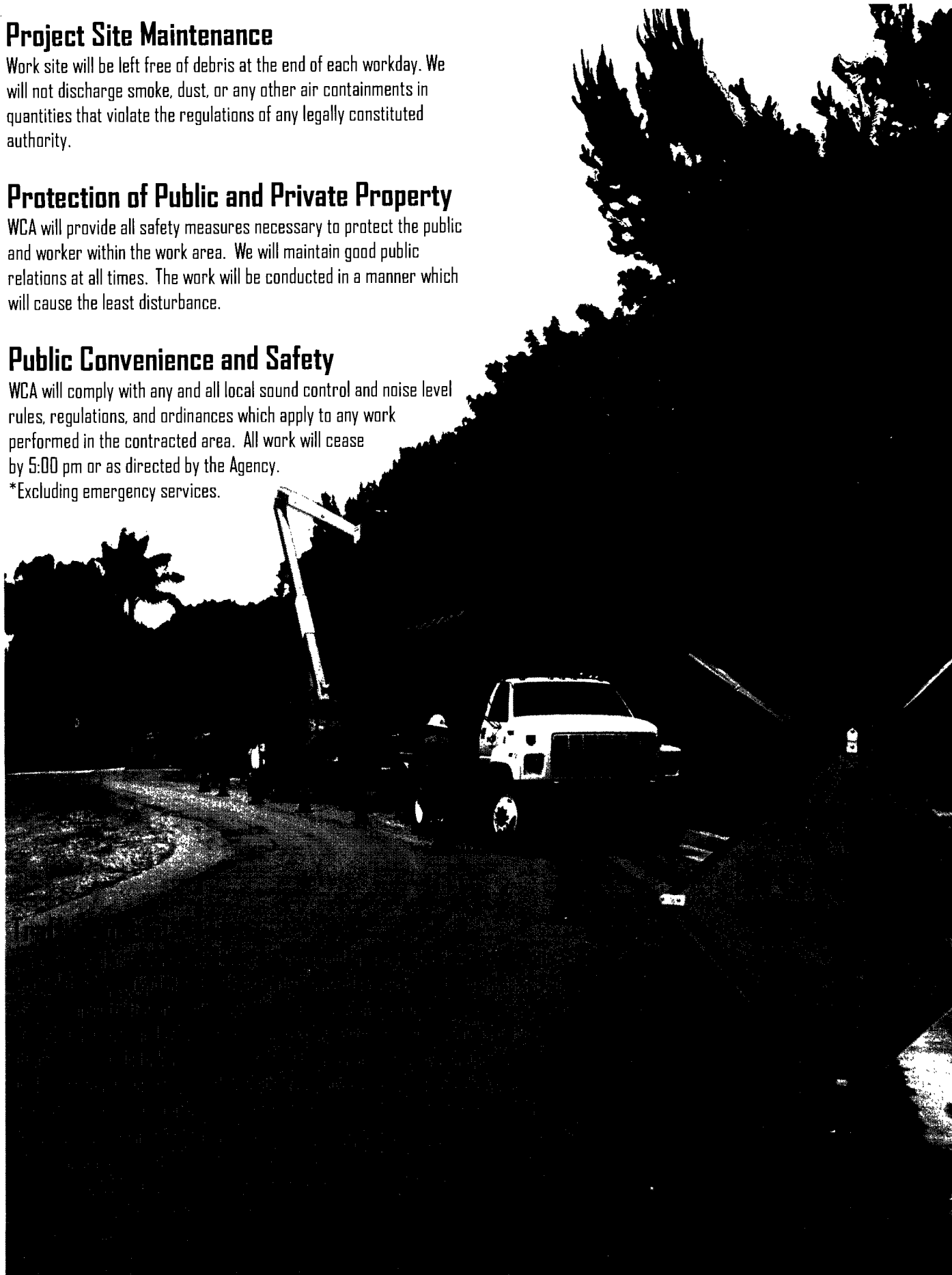
Protection of Public and Private Property

WCA will provide all safety measures necessary to protect the public and worker within the work area. We will maintain good public relations at all times. The work will be conducted in a manner which will cause the least disturbance.

Public Convenience and Safety

WCA will comply with any and all local sound control and noise level rules, regulations, and ordinances which apply to any work performed in the contracted area. All work will cease by 5:00 pm or as directed by the Agency.

*Excluding emergency services.



Customer Service Department

As we work with, or near, the public, we are mindful that we will most likely be the first person the public contacts. We have a full-time Customer Service Department with each Customer Service Representative (CSR) trained in addressing concerned residents and bystanders.

Complaints & Damage Resolution

Should there be any property damage, we adhere to specific procedures to resolve the problem. The Foreman on the job site will notify the resident and the Inspector immediately.

If the resident is not at home, then we will leave a WCA card with instructions to call our Claims Coordinator in our corporate office. The ultimate goal at each work site is to leave the property in the same condition as before we entered it. We will notify the Agency Representative immediately upon damage of personal property including plans for corrective measures to take place within 48 hours.

All WCA vehicles are equipped with an Accident Kit should anything happen during the work day. Each kit has an Incident Report, an Accident Report, an Injury Report, a camera, First Aid instructions and protocol for contacting the corporate office. A computerized log of all incidents is maintained to include the date, time of occurrence, location, problem and action to be taken pursuant thereto or reasoning for non-action.

Any activities found by the Agency to be unacceptable will be rectified immediately. All other complaints will be abated or resolved within twenty-four (24) hours of the occurrence. We have teams specifically assigned for handling damage to properties, both private and public. Through our communication system, we have the ability to dispatch either of these teams and have them respond immediately to the site for proper repair. We pride ourselves on professional workmanship to avoid these types of incidents, however, should one occur, we take all appropriate measures to resolve the matter in a timely and efficient manner.



OATH OF COMMITMENT

WCA is committed to working with the City of Lathrop's staff to develop and maintain a work schedule that will provide the citizens with the most effective and efficient means to perform tree care services. We will adhere to the schedule established by the City and ensure residents of our dedication to completing work in a timely manner. We understand that there may be fluctuations in the City's budget and that the City may ask us to reduce service levels in an effort to meet the current economic demands. By being flexible, we can help to ease any financial strain, promote contractor stability and guarantee residents with quality tree care & customer service.

This is our oath of commitment to uphold the prestigious namesake of the City of Lathrop by providing gold standard tree care services.

Patrick Mahoney, President

10/2/20



**Modern Fleet consisting of
1400+
pieces of equipment.**

4

EQUIPMENT SUMMARY

EQUIPMENT

Our modern fleet undergoes daily inspection prior to use to ensure efficiency and safety. All equipment is routinely serviced, painted, and detailed. All equipment used during the duration of this project will meet state and federal safety requirements and have all up-to-date certifications as required.

CHP Biennial Inspection of Terminal Certification

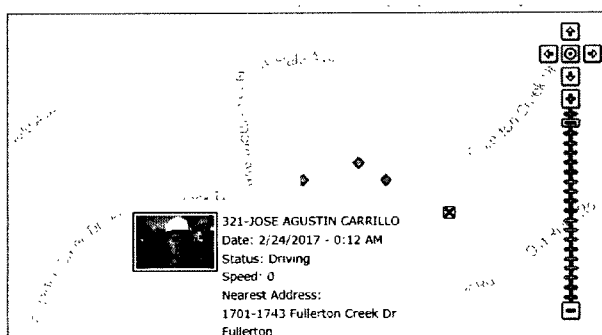
We have successfully been awarded the CHP Biennial Inspection Award of Recognition. This inspection has assisted our company in instituting several safety programs, as well as our Preventative Maintenance Program utilized by our in-house fleet department. The inspection reviews our vehicle maintenance and repair records, our procedural methods and policies for vehicle maintenance and operations. This certification ensures that our vehicles operate safely.

Telematics Fleet Solutions

WCA has partnered with Telematics Fleet Solutions to provide GPS units on all vehicles and equipment. This investment has given us and our customers the following benefits:

- Provide faster response times and more efficient routing allowing us to service more customers
- Lower operational costs by optimizing our fleet size, reducing labor, overtime, and insurance, and minimizing costly vehicle repairs
- Decrease fuel use by monitoring fleet fuel economy and saving on unnecessary fuel expenditures
- Reduce emissions by helping drivers improve their habits such as speed and idle time, and reducing total miles driven which will significantly reduce harmful greenhouse gas emissions
- Improve dispatching with landmarks and driving directions, GPS units helps us to better dispatch so that we can service more customers, faster
- Recover stolen vehicles reducing liability costs which can be passed on to customers

GIS MAP - CITY OF FULLERTON



EQUIPMENT LIST SUMMARY:

Pick Up Trucks	318
Aerial Lift Devices	321
95' Aerial Devices	15
Dump Trucks	181
Flat Beds	39
Forklifts	6
Arrowboards	73
ATVs	4
Stump Grinders	59
Loaders	70
Rubber Track Loader	1
Root Pruners	2
Rolloff Trucks	50
Saw Mill	2
Log Skidder	1
Back Hoes	1
Brush Chippers	170
Cranes	5
Toyota Prius	11
Toyota Yaris	8
Ford CMAX	4



PROJECT EQUIPMENT LIST

Through our ability to dedicate specific pieces of equipment for this project, we believe it will lead to a successful program. In addition to aerial lift devices, dump trucks, flatbed trucks and roll off containers, we will also have additional equipment for use throughout the project such as cranes, loaders, and special aerial lift devices for higher elevated trees. Specific vehicles and equipment that are available to City of Lathrop are listed below with additional equipment listed in inventory available as-needed:

Type	Year/Make	Model	License Plate	VIN
Aerial Tower	2001 GMC C8500	COMBO W/HI-RANGER XT5-60-70	87746AI	1G0P7H1E02J505323
Aerial Tower	2002 GMC	C7500 COMBO/HI-RANGER XT5	88166G2	1GDL7H1E02J507801
Aerial Tower	2000 GMC C7500	COMBO W/HI-RANGER XT5-55	57084HI	1GDL7H1D7YJ516074
Aerial Tower	2001 GMC C7500	COMBO/HI-RANGER XT-55	56046HI	1GDL7H1E71J507972
Aerial Tower	2001 GMC	C7500 COMBO/ALTEC LRV-55	56047HI	1GDL7H1E61J507817
Aerial Tower	2014 FORD	F650 TECO	92449RI	3FRNF6HP4FV525154
Aerial Tower	2000 GMC	C6500 W/HI-RANGER 5FB-55	8815566	1G0J7H1D7YJ512582
Aerial Tower	2000 GMC	C6500 W/HI-RANGER 5FB-55	6081804	1G0J7H1D4YJ508134
Aerial Tower	2000 GMC	C6500 W/HI-RANGER 5FB-55	6612787	1G0J7H1D9YJ521431
Aerial Tower	2019 FORD	F750XTPRO60	12154S2	1FDNF7AY9K0F03762
Aerial Tower	2018 FORD	F750W/TEREX XTPRO 60-70	60929M2	1F0PF7AY8J0F03355
Aerial Tower	2017 DODGE	RAM 5500/HI RANGER LT40	36594J2	3C7WRMAJ2HG760777
Aerial Tower	2002 GMC	COMBO XT W/55 HIRANGER	70874Z1	1GDL7H1E42J516808
Aerial Tower (95')	2017 FORD	F750 109Di	7D152C2	1F0PF7AY5H0B02484
Arrowboard	2000 WANCO	SOLAR ARROWBOARD	SE631694	1W91S1D18Y1249684
Arrowboard	2020 WANCO	WTSP ARROW BOARD	NEW	5F11S1D18L1000189
Arrowboard	2013 WANCO	ARROW BOARD	SE683148	5F11S1D1501001124
Brush Chipper	2019 VERMEER	BC1500 BRUSH CHIPPER (GAS)	SE712542	1VR2181VXL1009768
Brush Chipper	2012 VERMEER	BC1000-49	SE699486	1VRY11192C1D18453

Type	Year/Make	Model	License Plate	VIN
Brush Chipper	2011 VERMEER	BC1000-49 BRUSH CHIPPER	SE614486	IVRY11195B1016775
Brush Chipper	2011 VERMEER	BC1500 BRUSH CHIPPER	SE614791	IVR2161V0B1002735
Brush Chipper	2012 VERMEER	BC1000-49	SE621077	IVRY11192D1018910
Brush Chipper	2000 VERMEER	BC1000 BRUSH CHIPPER	SE488642	IVRU111AXX1000104
Brush Chipper	2000 VERMEER	BC1000 BRUSH CHIPPER	SE546886	IVRU111ADY1000145
Brush Chipper	2001 VERMEER	BC1000 BRUSH CHIPPER	SE499196	IVRU111AX21002315
Brush Chipper	2001 VERMEER	BC1000 BRUSH CHIPPER	SE499057	IVRU111A511000891
Brush Chipper	1997 VERMEER	BC1800 BRUSH CHIPPER	SE572075	IVRN13127V1001037
Brush Chipper	2001 VERMEER	BC1800A BRUSH CHIPPER	SE526790	IVRN1312311002518
Brush Chipper	2011 VERMEER	BC1000-49 BRUSH CHIPPER	SE614786	IVRY11192B1016698
Brush Chipper	2017 VERMEER	BC1500 BRUSH CHIPPER	SE650181	IVR2181V6J1008811
Brush Chipper	2018 VERMEER	BC1500 BRUSH CHIPPER	SE701071	IVR2181V2J1009082
Brush Chipper	2013 VERMEER	BC1000-74	SE639685	IVRY11191D1019854
Brush Chipper	2013 VERMEER	BC1000-74	SE639681	IVRY11196D1019851
Brush Chipper	2007 VERMEER	BC1500 BRUSH CHIPPER	SE583692	IVR2161V871001050
Brush Chipper	2012 VERMEER	BC1000-49	SE621045	IVRY11198D1018913
Crane	2013 FREIGHTLINER	108-SD/BT5092 CRANE	87295R1	IFVHG5CYXEHR2651
Dump Truck	2000 GMC	C6500 CHIPPER TRUCK	23365t2	1G0J7H10XYJ512334
Dump Truck	2017 FORD	F550 CHIPPER TRUCK	0073362	1F0UF5HY8HE072042
Dump Truck	2000 GMC	C6500 CHIPPER TRUCK	66080X1	1G0J7H101YJ508057
Dump Truck	2000 GMC	C6500 CHIPPER TRUCK	6083106	1G0J7H105YJ512614
Dump Truck	2019 FORD	F750 CHIPPER TRUCK	48508W2	1F0NF7AY9KDF14504
Dump Truck	2012 FORD	F650 DUMPTRUCK	03797J1	3FRNF6HP3CV246838
Dump Truck	1998 FORD	F700 CHIPPER TRUCK TRUCK	8W82494	1F0NF70J4WVA19678
Dump Truck	2018 FORD	F750 CHIPPER TRUCK	26655L2	1F0NF7AY7J0F02589
Dump Truck	2019 FORD	F750 CHIPPER TRUCK	98882P2	1F0NF7AY4K0F02731
Dump Truck	2018 FORD	F750 CHIPPER TRUCK	26651L2	1F0NF7AY8J0F02584

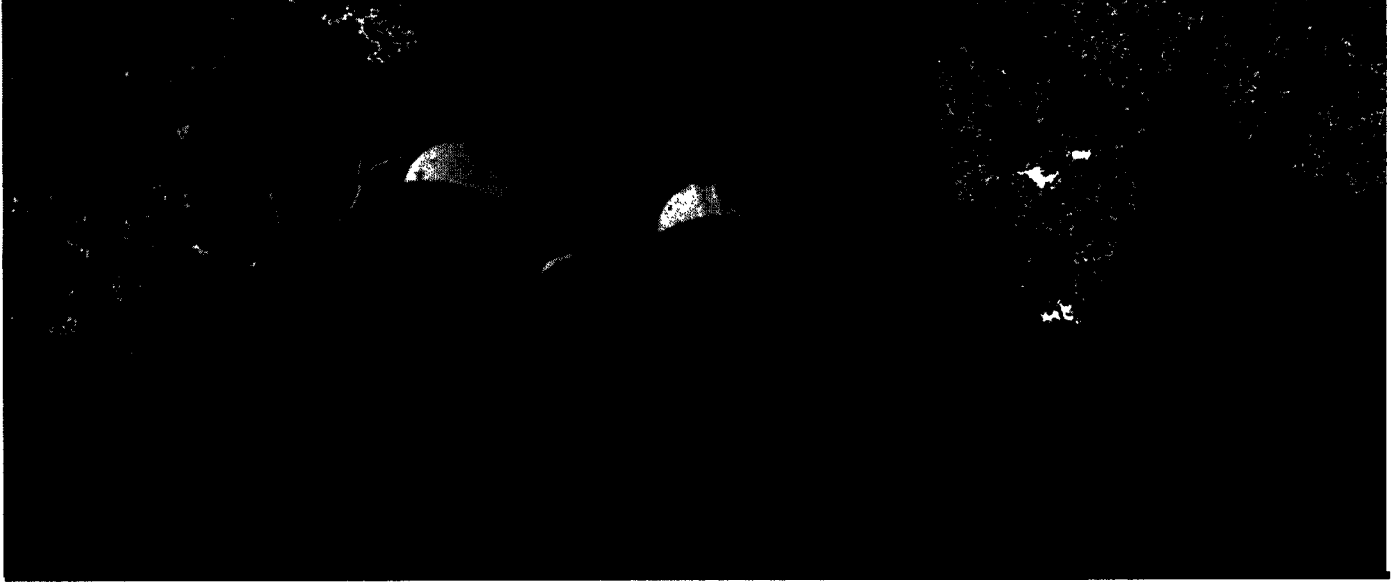
Type	Year/Make	Model	License Plate	VIN
Dump Truck	1999 GMC	C6500 CHIPPER TRUCK	8E71003	1G0J6H109XJ853709
Dump Truck	2018 FORD	F750 CHIPPER TRUCK	26649L2	1FDNF7AY4JDF02582
Flatbed	2014 PETERBUILT	337 FLATBED	23837T2	2NP2HJ7X2EM243550
Loader	2002 BOBCAT	773T SKID STEER LOADER	SE535177	5I9023882
Loader	1994 CATERPILLAR	910 WHEEL LOADER	SE576993	1YK02020
Pickup	2017 DODGE	RAM 1500	52778R1	3C6JR6DT2HG795567
Pickup	2017 DODGE	RAM 2500 PICKUP	77954R1	3C6LR4AT4HG514029
Pickup	2017 DODGE	RAM 2500 PICKUP 4X4	6745202	3C6UR5DJ7HG561754
Pickup	2008 DODGE	RAM 2500 SLT	23265S1	1D7HA16208J123999
Pickup	2019 DODGE	RAM 1500 PICKUP	83399W2	3C6JR6DT5KG694563
Pickup	2008 DODGE	RAM 1500SLT	8H01773	1D7HA16N58J181052
Pickup	2014 DODGE	RAM 1500 PICKUP	68931S1	3C6JR6DT0EG307731
Pickup	2008 DODGE	RAM 1500 SLT	48222S1	1D7HA16N88J181059
Pickup	2007 DODGE	RAM 1500 PICKUP	8K04162	1D7HA16N87J575904
Pickup	2007 DODGE	RAM 1500SLT HEMI	8N66661	1D7HA16208J123937
Pickup	2017 DODGE	RAM 1500	75019G2	3C6JR6DT5HG738294
Pickup	2017 DODGE	RAM 1500	75015G2	3C6JR6DT0HG738297
Pickup	2019 DODGE	RAM 1500 PICKUP	75106U2	3C6JR6ET3KG567020
Pickup	2016 DODGE	RAM 1500 PICKUP	7401382	3C6JR6DT5GG326245
Pickup	2016 DODGE	RAM 1500 PICKUP	7401482	3C6JR6DT4GG326236
Pickup	2016 DODGE	RAM 1500 PICKUP	77068R1	3C6JR6DT8GG326241
Pickup	2010 DODGE	RAM 1500 4X4	22310S1	3D7JV1EP4AG133235
Pickup	2018 DODGE	RAM 1500 SLT PICKUP	27983K2	3C6JR6ET3JG171135
Pickup	2007 DODGE	RAM 1500 PICKUP	56105H1	1D7HA16N37J575910
Prius	2012 TOYOTA	PRIUS	6VRW562	JT0KN30U5C5426556
Prius	2012 TOYOTA	PRIUS	6VPJ288	JT0KN30U1C1521493

Type	Year/Make	Model	License Plate	VIN
Quad	2017 POLARIS	SPORTSMAN 450 HD QUAD	71KU78	4XASEE508HA092102
Rolloff Truck	2017 FRIEGHTLINER	SD108 ROLL OFF (PUSHER)	49767H2	1FVHG5FE7JHJM3811
Root Pruner	2000 VERMEER	ROOT PRUNER	N/A	IVRT081AIX1000404
Stump Grinder	2019 VERMEER	SC802 STUMP CUTTER	SE716610	IVR2151J4L1003198
Stump Grinder	2005 VERMEER	SC1102 STUMP GRINDER	SE659044	IVRN1513451002005
Stump Grinder	2006 VERMEER	SC252 STUMP CUTTER	4HU4945	IVRND071F361011384
Stump Grinder	2004 VERMEER	SC352 STUMP CUTTER	-	IVRY102W741000563
Stump Grinder	2019 VERMEER	SC802 STUMP CUTTER	SE706600	IVR2151J2K1003151
Trailer	2016 BIG TEX	14ET-18BK-5MR TRAILER	4rn3933	16VEX1826G2098192
Trailer	2004 BUTLER	325 TRAILER	4FC7390	18UD1010142001274
Utility Truck	1997 CHEVROLET	UTILITY SERVICE TRUCK	5P68883	16BGC34R9VF047102
Utility Truck	2019 DODGE	RAM 2500 SERVICE TRUCK	02847X2	3C7WR4AJ0K6559130
Utility Truck	2008 CHEVROLET	2500 UTILITY MECHANIC TRUCK	8PI3380	16BHC24K58E101927
Utility Truck	2002 CHEVROLET	2500HD UTILITY SERVICE TRUCK	23330SI	16BHC24U22E146574
Utility Truck	2015 CHEVROLET	2500 SERVICE TRUCK	42160VI	16B0CUEGXFZ513401



5

KEY PERSONEL



Staff members have diverse educational backgrounds including accounting, business administration, engineering, and forestry.

INTRODUCTION

West Coast Arborist's (WCA) is a company comprised of a management team and a safety committee. Staff members have diverse educational backgrounds including accounting, business administration, engineering and forestry.

WORK FORCE

WCA actively maintains ongoing processes to assure that only qualified and competent staff provides safe and quality tree maintenance services. These skilled employees can only be achieved through both training and work experience. We believe that essential experience should always be obtained through qualified supervision; this includes both basic and extended skills. WCA makes every attempt to ensure that this is undertaken before performing work, leading a crew, or career advancement. The work performed on this contract is routine, recurring and usual. The work includes watering, trimming, pruning, planting, removal and replacement of trees and plants, and servicing of irrigation. The rates included in the Cost Proposal are based on the current prevailing wage determination for "Tree Maintenance (Laborer)."

CERTIFICATION

WCA encourages its employees to get certified through the International Society of Arboriculture, in an effort to raise the standard of professional tree care companies. This standard exemplifies our company's commitment to providing customers with competent, knowledgeable certified workers. WCA employs a large number of ISA Certified Arborists and ISA Certified Tree Workers.

CREW EVALUATION

WCA employees are evaluated through an internal mechanism supervised by our Management Team. Each employee performs their duties according to a criteria-based job description that reflects safety, quality workmanship, productivity, appropriateness of care, problem solving and customer service. A performance appraisal is conducted for each employee upon completion of the probationary period and at least annually thereafter. Each worker is also required to complete a competency assessment and orientation upon hire and annually thereafter in selected areas to assure that ongoing requirements are met and opportunities for improvement are identified.

Patrick Mahoney, President



Rose Epperson, Vice President



Chris Crippen, VP IT



Andy Trotter, VP Field Operations



Jason Pinegar, Regional Manager



Richard Mahoney, Vice President

Debbie DePasquale, VP Contract Services

Victor Gonzalez, VP Marketing

Randy Thompson, VP Operations

UPPER MANAGEMENT TEAM

From marketing, contract administration, field and fleet management, to information technology, our Upper Management Team is involved in the day-to-day operations supporting each Project Team and Customer to ensure the highest quality of tree care is being achieved in the industry.

PROJECT TEAM

JASON PINEGAR, REGIONAL MANAGER

ISA Certified Arborist #WE 2039AU • NCCCO Certified Crane Operator #050820987 • TCIA Certified Safety Professional #259
ATSSA Certified Traffic Control Designer #00236727

Mr. Pinegar has been with West Coast Arborists, Inc. since December 1993. He started with WCA as a climber and within 6 years was continuously promoted reaching the position of Area Manager. As an Area Manager, he excelled in both customer service, crew management and streamlined operations. In 2018, Jason Pinegar was promoted to Regional Manager for Northern California. As a Regional Manager, he is responsible for field operations and oversees Area Managers in Northern California.

CALVIN HAUPT, AREA MANAGER

ISA Certified Arborist #WE 7634A • TCIA Certified Tree Care Safety Professional #2563 • ISA Tree Risk Assessment Qualified

Calvin has nearly 45 years' experience in the tree care industry with firsthand knowledge in utility, residential, commercial and municipal tree maintenance and management. In 2006, Calvin joined WCA, Inc. as a Data Collector; he would later earn a promotion to Supervisor and now, Area Manager for our Stockton office. Experience includes writing arborist reports, estimating work, monitoring and enforcing safe work practices. As Area Manager, he will be the Agency's main point of contact as he is responsible for providing customer service, estimating work, while managing field operations and crews throughout the region.

JAMES SPECK, SUPERVISOR

ISA Certified Arborist Tree Worker Climber #WE-10858 AT • TCIA Certified Treecare Safety Professional #2909
NCCCO Certified Crane Operator 1411107809 • ISA Tree Risk Assessment Qualified • ATSSA Traffic Control Technician

From early beginnings starting as a Ground Worker for his father's residential company to climbing and plant health care applications for other companies, James has gained over 17 years experience in the tree care industry. In 2014 James joined WCA, Inc. as a Tree Trimmer, having earned certifications as a Treeworker and a Crane Operator James has experienced a series of promotions including Foreman and now Supervisor. His responsibilities include assisting the Area Manager in scheduling, overseeing the crew's daily activities, employee training programs and ensuring proper safety procedures are being followed. Regular communication with the customer and citizens can be expected as related to scheduling, work being performed and any other inquiries that may arise while on the job site.

TIM PATTERSON, CUSTOMER SERVICE REPRESENTATIVE (CSR)

As the CSR (Customer Service Representative), Tim is responsible for providing support to the Area Manager, Site Supervisors and crew. He is to act as a liaison between the company and it's clients as well as the general public. Tim is responsible for responding to customer service inquires and facilitating contracting functions, such as: mapping, underground service alert, data entry, field book preparation, list preparation, etc.

ERNESTO MACIAS, RISK MANAGER, LABOR RELATIONS

ISA Certified Arborist #WE 7120AUM • TICA Safety Professional #1115

Ensures safety company-wide which includes the development, implementation and review of the company's in-house training programs, crew safety audits, and the company's Injury & Illness Prevention Program.

KELLEY GILLERAN, PLANT HEALTH CARE ARBORIST/ DATA COLLECTOR

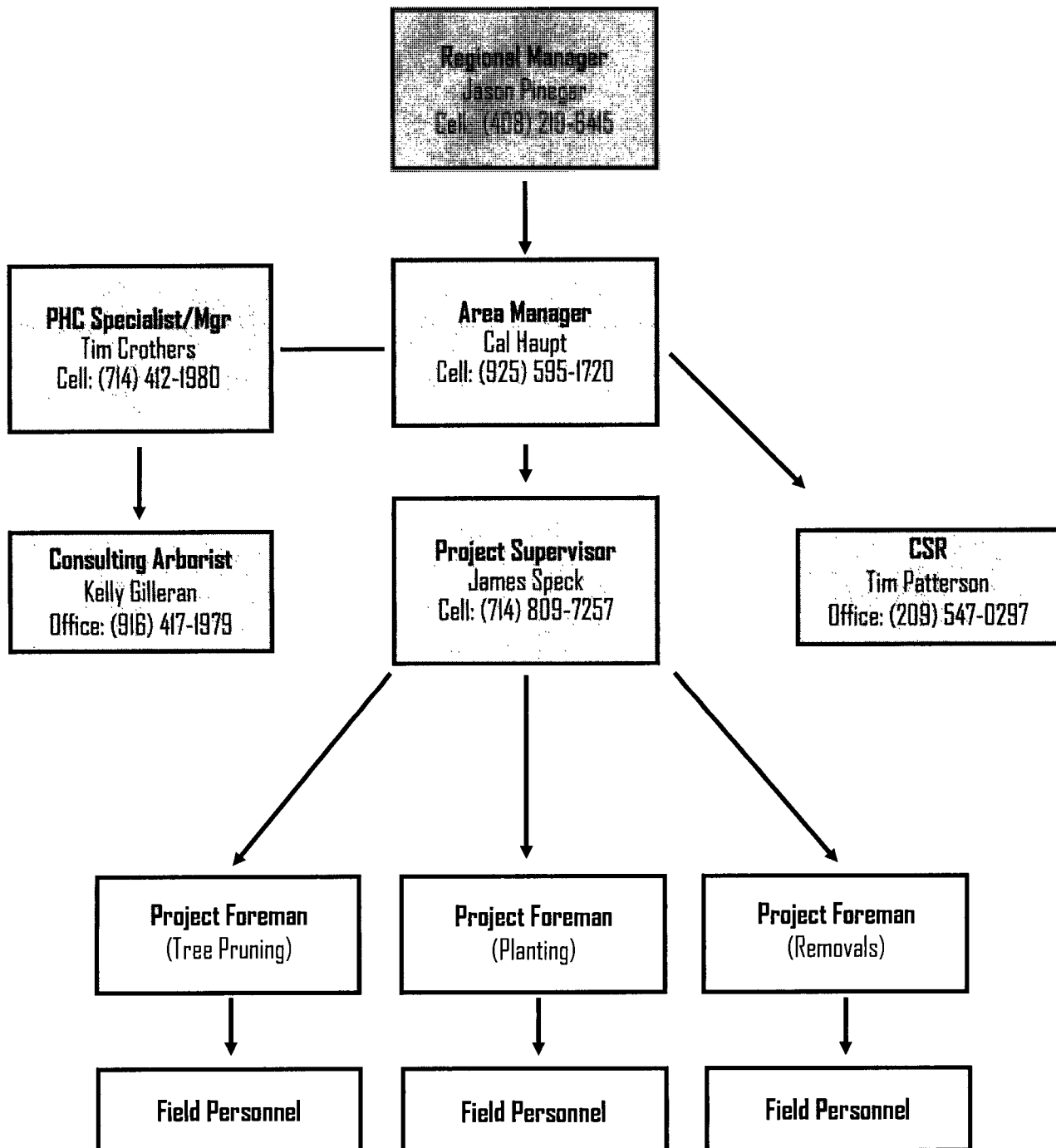
ISA Board Certified Master Arborist WE 7061 B • QAL #136722 C, B, D • ISA Tree Risk Assessment Certified

WCA's PHC program is managed in-house; no subcontracting. Staff is licensed by the CA Dept. of Pesticide Regulation. Our program goes beyond standard chemical applications as WCA offers an efficient Integrated Pest Management program as well. Inspection, diagnosis and treatments are available as-needed.



ORGANIZATION CHART PROJECT TEAM

CITY OF LATHROP



975+

Employees

LiUNA!

In partnership with the Laborer's International Union of North America
Higher Standards + Exemplary Training = Superior Employees

ISA Certified

82

Arborists

5

Board Certified Master Arborists

155

Tree Worker Climbers

WCA staff is trained to design and implement Traffic Control Plans.



1

Certified Urban Forester

112

WCA Certified Utility Line Clearance Workers

17

ISA Certified Utility Specialists

43

TCIA Certified Tree Care Safety Professionals

10

ISA Municipal Specialist

1

Nursery in Placentia & Dedicated Manager

6

Information Technology Specialists

75

Fleet Mechanics

16

NCCCO Certified Crane Operators

Unique Capabilities



WCA has developed an exemplary Plant Health Care Program that goes beyond standard chemical applications.

California Department of Pesticide Regulation PCM #39575

CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

1

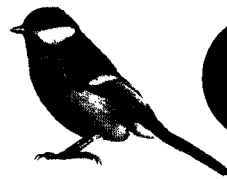
Advisors

10

Applicators



WCA's VP of Field Operations is a key contributor in identifying and developing the first ever Best Management Practices guidelines for Tree Care for Birds and Other Wildlife.



70

WCA has 70 staff members certified through the Wildlife Aware and Wildlife Training Institute.

Board Certified Master Arborists

Michael Palat WE 6541 BUM
Kelley Gilleran WE 7061 B
Tim Crothers WE 7655 BUM
Cris Falco WE 7490 B
Glenn Reeve WE 10177 B

ASCA | RCA

2 ASCA Consulting Arborists: Glenn Reeve RCA #704 • Cris Falco, RCA #557

WCA's ISA Certified Arborists

Employee Name	Cert #	Employee Name	Cert #
ADAN BALTAZAR REYNAGA	WE-7786AT	JOEL LOPEZ	WE-10871A
AL EPPERSON	WE-0719A	JOHN LEE PINEDA	WE-10387A
ANDREW R. TROTTER	WE-0642A	JORGE MAGANA	WE-3480A
BENJAMIN EUGENE BORDSON	WE-10777A	JOSE A. GONZALEZ MENDEZ	WE-8475A
BRIAN C. KIRKEGAARD	WE-10476A	JOSE M. CORTEZ TORRES	WE-8539A
BRIAN M. KOCH	WE-0341A	JOSE M. CHAVARRIA MANZO	WE-11210AT
CALVIN F. HAUPT	WE-7834A	JOSE MANUEL PEREZ	WE-0818A
CARLOS BRACAMONTES	WE-8557A	JOSEPH BARTOLO	WE-2034AU
CHARLES PATRICK MADSFM	WE-0462A	JOSEPH NICK ALAGO	WE-4396A
CHRISTINE GRUNDER BASSETT	WE-11825A	JIM ORTIZ	WE-8514A
CRISTAN ANGELO FALCO	WE-7490A	JUAN C. IXTA	WE-10144A
CURTIS PATRICK WORTH	WE-10972A	JUSTIN LEE MENZEL	WE-11756A
DANIEL CHAVARRIA	WE-10292A	KELLEY LEWIS GILLERAN	WE-7061A
DANIEL MAHONEY	WE-10434A	KRIS BURBIDGE	WE-9566A
DAVID COOPER	WE-0497A	LEONEL CORTEZ	WE-8625A
DEBORAH DEPASQUALE	WE-3812A	LORENZO PEREZ	WE-7443A
EDUARDO VARGAS	WE-11058AT	MANUEL BRIANO	WE-8791A
ELOY MARQUEZ	WE-11566AT	MARCO A. PADILLA JIMENEZ	WE-8621A
ERICK SERRANO	WE-8750A	MARIA MUNOZ-CAMPOS	WE-8267A
ERNESTO J. F. MACIAS	WE-7120A	MATED ARVIZU	WE-10151A
EUGENE BARRIENTOS	WE-8701A	MICHAEL W. PALAT	WE-6541A
FELIX HERNANDEZ	WE-2037A	NESTOR VALENCIA	WE-11359A
GERARDO PEREZ	WE-9131AT	PATRICK D. MAHONEY	WE-1172A
GERARDO MARTINEZ GARCIA	WE-11358A	RANDY J. THOMPSON	WE-1043A
GLENN D. WHITLOCK REEVE	WE-10177A	REBECCA A. MEJIA	WE-2355A
GONZALO REGALADO	WE-9952A	RENE ROSALES	WE-7941AT
HECTOR MONTES	WE-8079A	RICHARD R. MAHONEY	WE-1171A
HERMINIO PADILLA	WE-7552A	ROBERT D. THOMPSON	WE-0915AU
HUGO ANGEL RINCON	WE-8719A	RODNEY LYNN MORGAN	WE-9548A
IGNACIO LOPEZ	WE-7329A	ROSE M. EPPERSON	WE-1045A
ISIDRO ESTRADA BARBOZA	WE-11885A	SEAN PATRICK SULLIVAN	WE-10050A
J. ALONSO GARCIA-LOPEZ	WE-8499A	SHAWN A. GUZIK	WE-3182A
JAIME ROGELIO HERNANDEZ	WE-5297A	STEFAN B. KALLENBERG	WE-10730A
JAMES CHARLES WORKING	WE-1592A	STEPHEN GLENN DAVIS JR	WE-10894A
JAMES PAUL SPECK II	WE-10858AT	STEVE B. HUNT	WE-1044A
JARED LEE MAYSEY	WE-11510A	TIMOTHY CROTHERS	WE-7655A
JASON PINEGAR	WE-2039AU	VICTOR M. GONZALEZ	WE-7175A
JASON ROSS DAVLIN	WE-7628A	WALLACE BURCH	WE-0713A
JEFFERY B. WILLIAMS	WE-1100A	WILLIAM STEVE PONCE	WE-6461A
JESUS RAYA	WE-3449A		
JOSE INEZ MANCILLA	WE-10983T	JULIO C. GARCIA VAZQUEZ	WE-11175T
JOSE JUAN PEREZ	WE-11246T	KYLE JAMES VIGNEAU	WE-10962T
JOSE LUIS OELREAL	WE-11231T	LEONARDO RAMOS	WE-11264T
JOSE M. CORTEZ TORRES	WE-8539AU	LEONEL CORTEZ	WE-8625AT
JOSE M. MUNIZ GARCIA	WE-11886T	LETUSA MUAU JR	WE-11021T
JOSE M. CHAVARRIA MANZO	WE-11210T	LORENZO PEREZ	WE-7443AT
JOSE MANUEL PEREZ	WE-0818AT	LUIS A. MUNOZ RAMIREZ	WE-11023T
JOSE R. GRANADOS	WE-11186T	LUIS P. PEREZ	WE-11245T
JOSEPH ANTHONY NUNN	WE-11034T	MANUEL BARRAGAN	WE-10925T
JUAN BECERRA	WE-10932T	MANUEL BRIANO	WE-8791AT
JUAN MARQUEZ	WE-10987T	MARCO A. PADILLA JIMENEZ	WE-8621AT
JUAN ORTIZ	WE-8514AT	MARCO ANTONIO VERGARA	WE-11065T
JUAN TELLEZ TAPIA	WE-11137T	MARCOS RICHARDO-MARTINEZ	WE-10989T
JUAN AMADOR ARCE	WE-11480T	MARCOS GAMINO	WE-11482T
JUAN C. PENNA-ARIAS	WE-11327T	MARTIN BARRERA	WE-10928T
JUAN CARLOS MORA	WE-11019T	MATED ARVIZU	WE-10918T

WCA's ISA Certified Tree Workers

Employee Name	Cert #	Employee Name	Cert #
ADAM RODRIGUEZ	WE-11281T	FELIX HERNANDEZ	WE-2037AT
ADAN BALTAZAR REYNAGA	WE-7786AT	FRANCISCO LOPEZ	WE-10952T
AGUSTIN LOZANO	WE-11306T	FRANCISCO RAMIREZ	WE-11259T
ALEJANDRO VALENZUELA	WE-11874T	FRANCISCO VILLANUEVA	WE-10965T
ALFREDO ANGEL LOPEZ	WE-11334T	FRANCISCO URENA JIMENEZ	WE-11075T
ANDRES ROMAN	WE-11285T	GABRIEL GAMINO	WE-11167T
ANTONIO CASTELLANOS	WE-11203T	GABRIEL MERCADO RUIZ	WE-11568T
ANTONIO GRADILLA	WE-11185T	GERARDO PEREZ	WE-9131AT
ANTONIO GARCIA CONTRERAS	WE-11173T	GERARDO A. DRUNDO	WE-11036T
ARIEL ALONSO	WE-10906T	GERARDO MARTINEZ GARCIA	WE-10997T
ARMANDO SOTO	WE-11131T	GLENN D. WHITLOCK REEVE	WE-10177ATM
ARMANDO D. LOPEZ	WE-10953T	GONZALO REGALADO	WE-9952AT
AUDOMARO CORRAL	WE-11220T	HECTOR MONTES	WE-8079AUT
AURELIO COVARRUBIAS	WE-11629T	HERIBERTO CORONEL WENCESLAD	WE-11218T
AURELIO PAZ-GUZMAN	WE-11084T	HUGO ANGEL RINCON	WE-8710AT
BRIAN C. KIRKEGAARD	WE-10476AT	HUMBERTO CHAVARRIA	WE-11207T
CARLOS IXTA	WE-11106T	ISAIAS MACIAS	WE-10979T
CARLOS RAMOS	WE-11263T	ISRAEL A. RAMIREZ	WE-11567T
CELEDONIO R. MANZANO OLEA	WE-10984T	J. REFUGIO ESCAMILLA	WE-11153T
CELESTINO PEREZ	WE-11243T	J. SOCORRO GARCIA	WE-11172T
CESAR WENCESLAD	WE-10968T	JAIME ROGELIO HERNANDEZ	WE-5297AT
CESAR G. VALENZUELA REYES	WE-11076T	JAMES CHARLES WORKING	WE-1592AT
CHARLES F.M. INSCO	WE-11368T	JEFFERY B. WILLIAMS	WE-1100AT
CURTIS PATRICK WORTH	WE-10972AT	JESUS RAYA	WE-3449AT
DANIEL CHAVARRIA	WE-10292AT	JESUS A. MONTES	WE-11014T
DANIEL RIVAS	WE-10850T	JESUS M. SARABIA PENA	WE-11450T
DANIEL GEORGE POTTS	WE-11534T	JOEL LOPEZ	WE-10871AT
DANIEL J. KNUITSEN JR	WE-11715T	JOEL MARTINEZ	WE-10992T
DANNY AVITIA	WE-11638T	JOEL ORTIZ	WE-11039T
DELFINO AGUILAR-MORALES	WE-10900T	JOEL M. RIVERA	WE-11273T
DEMETRIO LIRA	WE-11323T	JOHN LEE PINEDA	WE-10387AT
DEMETRIO OSEGUERA	WE-11043T	JORGE ARREOLA-HERNANDEZ	WE-11321T
EDIBERTO SERNA SALAZAR	WE-11051T	JORGE DUENAS	WE-11144T
EQUARDO AVILA	WE-10812T	JORGE JIMENEZ	WE-11101T
EQUARDO MARTINEZ BECERRA	WE-10991T	JOSAFAT MONTOYA	WE-11015T
EQUARDO VARGAS	WE-11058T	JOSE AGUAYO	WE-10899T
ELIGIO IBARRA CARDOSSO	WE-11197T	JOSE JIMENEZ	WE-11108T
ELOY MARQUEZ	WE-11566T	JOSE JIMENEZ HERNANDEZ	WE-11113T
ENRIQUE SANDOVAL	WE-11302T	JOSE VEGA	WE-11062T
ERNESTO GONSALEZ	WE-11461T	JOSE A. ALVAREZ	WE-10908T
EUGENE BARRIENTOS	WE-8701AUT	JOSE A. GONZALEZ MENDEZ	WE-8475AT
FAUSTO GUZMAN	WE-11083T	JOSE ABEL CANCINO	WE-11192T
FELIX GARCIA	WE-11170T	JOSE AGUSTIN CARRILLO	WE-11200T
MELCHOR LEMUS	WE-11237T	JOSE F. DRELLANA	WE-11483T
MICHAEL LOUIS YOUNG	WE-11687T	ROBERT JAY ADDISON JR	WE-10898T
MIGUEL AYALA	WE-10924T	RODNEY LYNN MORGAN	WE-9546AUT
MIGUEL MACIAS	WE-10978T	ROMUALDO GAETA LUNA	WE-11165T
NELSON R. AGUIRRE	WE-10901T	SALOMON SILVA	WE-11053T
OSCAR IGNACIO RIVERA	WE-11424T	SALUSTIO SANCHEZ	WE-11462T
PEORO CUEVAS	WE-11765T	SAMUEL JIMENEZ	WE-11109T
PEORO GARCIA	WE-11168T	SANTOS MACIAS LEMUS	WE-10980T
PEORO SANDOVAL	WE-11301T	SERGIO LOPEZ-RIVERA	WE-10952T
PEORO ALTAMIRANO	WE-11095T	STEFAN B. KALLENBERG	WE-10730AT
RAMON ZUNIGA GOMEZ	WE-10977T	STEPHEN GLENN DAVIS	WE-10894AT
RANULFO PERALTA CASTANEDA	WE-11202T	STEVE B. HUNT	WE-1044A
RAUL MANZO HERNANDEZ	WE-10985T	VENTURA GOMEZ	WE-11180T
RAUL TELLEZ TAPIA	WE-11138T	WALLACE BURCH	WE-0713AT
RAYMUNDO GUTIERREZ	WE-11080T		
RENE ROSALES	WE-7941AT		

PRUNING APPROACH & CLASSIFICATIONS

Grid Prune- Grid tree pruning is based on pruning in pre-designed districts, or grids on a set cycle and includes all trees (small, medium and large-sized.) Pruning will include structural pruning, crown raising, and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and shall have no more than 25% of the live foliage removed at a given time.

Full Prune/Crown Reduction- Crown reduction is performed when conditions within the crown of a hardwood tree are such that the entire tree needs to be reduced. A full prune is recommended when the primary objective is to maintain or improve tree health and structure, and includes pruning to reduce overall canopy mass and excessive wood weight. Trees that are identified for a full prune shall have more than 25% of the live foliage removed at a given time.

Removal of dead, diseased and crossing limbs- WCA's pruning operations will include structural pruning and crown raising, and slight crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards 2017 edition to properly prune dead, dying, diseased, and/or crossing limbs.

Maximum foliage reduction at one time- WCA follows the ISA's Best Management Practices for Tree Pruning where it is recommended to cut laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show and permitting the dead material to be easily cleaned out and light to show through the head. Tree foliage will be reduced by at least fifteen (15%) percent, but no more than twenty-five (25%) percent, unless otherwise requested by the agency.

Oak & Similar trees approach- Because oaks are part of the urban environment and are often at the interface of wild or natural lands and urban landscapes, there are pruning needs. Since oaks attain great size and the wood is heavy, they can cause extreme damage should they fail. For large urban oaks, hazard reduction pruning is often a necessity. Removal of large dead branches is also necessary. Pruning for vehicular and pedestrian clearance is required for oaks used as street trees. Sometimes pruning is specifically for aesthetic purposes; to provide a new view, to expose the branch architecture of the tree or redirect growth of the tree. For young oak trees, pruning is used to train them and to impose a specific architecture that will ensure sound limb attachments to maintain the tree's structural integrity over its lifetime.

Excessive pruning affects an oak tree in a number of ways, from exposing interior branches to sun damage, encouraging new growth that is more easily attacked by mildew, and possibly causing decline in the health of the tree. Pruning should be done during winter dormant periods and only weak, diseased, or dangerous branches



recommended that pruning should only be performed by a certified arborist, which WCA has many.

Tree Removal Operations

After the City determines that a tree requires removal, the City will prepare a list of trees to be removed, notifies homeowners and submits lists to WCA. The City is responsible for marking trees so that they are easily identifiable by Underground Service Alert and the Contractor. WCA calls Underground Service Alert (USA) and prepares internal work order. Crew removes tree and hauls all debris. Crew grinds stumps to a depth of approximately eighteen (18") inches. All holes will be backfilled with a combination of native soil and stump grindings. Removals shall be conducted in good workmanlike manner in accordance with the standards of the arboricultural profession.

No wood will be left along public right-of-way unless approved by the City staff. All tree parts are to be loaded into transport vehicles or containers. The vehicles or containers must have the front, sides and rear solid and the top shall be tarped, or otherwise tightly enclosed. The transporting of tree parts must be made so that no debris escapes during the transport. Branches, suckers, bark and other tree parts that are chipped are to be covered while transported and hauled to the disposal site during the workday.

Diseased and/or infested trees that are removed may require disposing of wood debris using special handling or processing for proper disposal. Additional costs may be discussed with the City.

WCA will be required to call Underground Alert at least 2 days before stumps are to be ground out. All tree stumps must be removed to at least 18 inches below the lowest soil level adjacent to the stump, or until deep roots are no longer encountered. The Contractor shall grind the stump a minimum distance of one and a half (1½) feet either side of the outer circumference of the stump.

Stumps should be cut low enough to the ground where routing can be done safely. This may be accomplished by cutting the stump at the time of grinding, or at the time of tree removal except for infrastructure conflicts. Holes created by stump and root grinding must be filled the same day. A combination of native soil and stump grindings will be used to fill the hole to two (2") inches above normal ground level. All excess routing chips debris will be removed and loaded into transport vehicle for disposal.

Emergency Response

We are prepared for emergency calls 24 hours a day, 7 days a week, including holidays. The toll free number is 866-LIMB-DOWN (866-546-2369). This number will be provided to the Agency, Police Department and/or Fire Department. Our emergency response team will do what is necessary to render the hazardous tree or tree-related condition safe until the following workday.

Crew Rental

Due to our vast amount of resources, including our specialty equipment and qualified personnel we are able to extend our commitment to our customers by providing various miscellaneous services outside of the most common tree maintenance services:

- Flag hanging
- Holiday light installation
- Changing ball park lights
- Misc. use of aerial towers and cranes (including equipment rental)
- Crown reduction
- Crown restoration

Service Requests

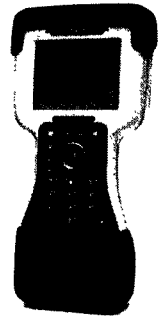
A Service Request Prune includes tree maintenance services on designated tree(s) as ordered by the Agency Arborist or designee. Pruning may include structural pruning, crown raising, crown cleaning or pruning to reduce/restore the crown. Work assignments from the Agency may require mobilization from one tree site to another within the Agency.

Arborist Reports

We have full-time Certified Arborists on staff that can prepare detailed arborist reports, tree evaluations and site inspections based on your specific needs. Reporting can be generated for one tree or an entire selection and is handled on a case-by-case basis.

Lathrop City-wide Tree Report

Prior to commencing on a Tree Report for the City, WCA will briefly interview current City staff to better understand the City's challenges, policies, and standards. WCA proposes to collect a complete GPS tree inventory at no cost to the City within the first two years of the contract (if selected) of all trees located within the City ROW as directed by City staff. This will include but not limited to a limited Visual assessment of City owned trees; check for disease/decline, dead, poorly structure, and insect infested trees all to be flagged for further inspection, an Arc-view/ArcInfo compatible file in a Windows-based format, provide all data developed for this project to the City in an electronic editable format and prepare a written report with our findings and recommendations for pruning and/or removals.



WCA proposes **40** arborist hours to prepare and deliver a Citywide Tree Report on all city-owned streetscape and park trees over 25' in height and displaying any unhealth or otherwise undesirable characteristics or symptoms, included but not limited to mistletoe growth, structural distress, disease or other issue posing an immediate threat to the public.

ABILITY TO ACQUIRE, PURCHASE & STAGE TREES

Cities expect the highest quality of new trees, proven varieties and an organization with the knowledge and skills to provide them with the latest and most reliable information available related to tree planting. By meeting these expectations, we're able to contribute to the success of reforestation projects within communities. In order to complete successful tree planting programs, cities can rely on us to locate, acquire and purchase different tree species.

As part of our Corporate Capability, we are financially able to purchase large quantities of trees for planting projects. Being familiar with over 50 nurseries in California, allows us to obtain the best tree available from a broad and plentiful stock. The process by which we obtain trees is quite simple: First, we utilize our database of nurseries, and contact several of them requesting specific trees with their prices.

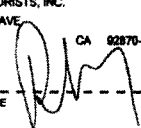
Upon locating the availability of trees, we then perform a tree pre-inspection at the nursery. When time is of the essence, nurseries will provide us with photos either by mail or by e-mail for our review. Once the trees are purchased, and depending on the size of the project, we have them delivered to our facility in Placentia, Brea, or if possible, at a staging area within the Agency. It is through this process that we have planted an average of 14,000 trees for all of our customers each year during the past three years.


STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
1220 N STREET
SACRAMENTO, CALIFORNIA 95814
916.654.0438

LICENSE NUMBER
B0680.001

LICENSE TO SELL NURSERY STOCK

WEST COAST ARBORISTS, INC.
9900 S PLACENTIA AVE
PLACENTIA CA 92870

SIGNATURE 



ORANGE COUNTY

POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW

64-603 (REV. 5-09) THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE

Palm Trunk Skinning

Palm tree skinning consists of the removal of dead frond bases (only), at the point they make contact with the trunk without damage to the live trunk tissue.

Tree Planting

We can replace trees that have been removed and plant new trees in accordance with specifications. We are prepared financially and logistically to acquire and purchase selected tree species for tree planting. At a minimum of 48 hours in advance we will inform Underground Service Alert (USA) of the location of work for the purpose of identifying any and all utility lines. A well-trained planting team will perform the soil preparation and installation of the tree.

Line Clearance

During the course of this contract WCA may be required to perform utility line clearance tree pruning as directed by City staff in conjunction with routine or non-routine pruning activities. WCA shall furnish all supervision, Qualified line clearance tree trimmers, equipment and materials necessary to accomplish the work in accordance with the contract. WCA has the responsibility for compliance with safety and health standards of the California Occupational Safety and Health Act (OSHA) and all applicable rules, regulations and orders. The manager overseeing the project should be a Certified Utility Specialist and the persons completing the work shall be Line Clearance Qualified Tree workers. All persons performing tree work on City trees in or around electrical lines shall be trained to do so in accordance the "Electrical Safety Orders" of the State of California.

Small Tree Care & Evenly-spaced Scaffold Branches

Proper pruning and care during the early stages of the tree's life will save money in the future, and create a safer, more beautiful, healthy, easy-to-maintain tree. We believe that tree care that is performed early will affect its shape, strength and life span. Our specialized small tree care team consists of certified personnel trained to perform the following:

- Selective structural pruning
- Removal of dead, interfering, split and/or broken limbs
- Pre-conditioning the water retention basin built around the tree
- Staking or re-staking
- Adjusting tree ties
- Adjusting trunk protectors
- Weed abatement

Each tree is inspected to determine specific needs and maintenance activities are then performed accordingly.

Tree Watering

Tree watering will be performed by a full-time, WCA team member on various routes, when requested by the Agency. This team will also be responsible for reporting special care needs to the small tree care team. This could include reporting weeds, soil that has settled, and/or staking and tying needs.

Plant Health Care/Tree Disease Approach

Tim Crothers, Plant Health Care Manager

- ISA Board Certified Master Arborist WE-7655 BUM
- DPR Qualified Pest Control Applicator #145321
- QAL Category B & D

Our PHC program managed by Tim Crothers goes beyond standard chemical applications. We have developed an efficient Integrated Pest Management Program (IPM) that requires diagnosis before treatment. WCA is staffed with licensed applicators and advisors that are environmentally conscious as well as compliant with the California Department of Pesticide Regulation. This service allows us to provide you with:

- Proper diagnosis based on on-site inspection with laboratory testing when necessary
- Proactive and preventative recommendations that reduce the amount of potential pest and disease issues
- Follow-up evaluations to ensure that the recommended treatments result in a healthy and balanced urban forest

At the direction of the City, WCA will provide plant health care services including but not limited to the following; spraying, injecting, soil drenching as necessary to reduce a potentially harmful pest.

This is done to maintain or improve the selected tree's appearance, vitality, and safety, using the most cost-effective and environmentally sensitive practices and treatments available. Plant Health Care involves routine monitoring and preventive treatments. All pesticide recommendations are to be made by an in-house Pest Control Advisor in accordance with the Department of Pesticide Regulations. In the City of Lathrop, WCA will seek any signs of *Fusarium oxysporum* f. sp. *canariensis* which causes Fusarium Wilt on *Phoenix canariensis* (Canary Island Date Palms.) To help prevent this particular disease, WCA will disinfect all tools and cut surfaces

GREEN WASTE

WCA's commitment to be a socially responsible corporate partner to our customers and communities is exemplified in our Recycling Program. With the steadily-increasing concern for the ecological health of our communities, WCA has embarked on a landfill diversion process where all material is taken to recycling facilities where it is used in the production of soil amendments. We are committed to taking all recyclable materials removed from the trees trimmed for the duration of this project to a recycling center for processing. Verification of amounts recycled will be obtained and reported by WCA via ArborAccess for the purpose of meeting the goals of the State for reducing landfill usage.



MULCH is made from coarse ground branches and leaves. It should be spread on the ground at a rate of six to twelve inches for best effect. Fresh mulch will deplete nitrogen from the surface of the soil which will reduce unwanted weeds. Once the mulch has decayed, it returns nitrogen which helps build the quality of soil for plants. A large amount of tree debris is processed by WCA and used in large scale mulching projects for establishing native plants in open space areas.

COMPOST is made from fine ground branches, leaves or other organic material. When mixed with oxygen and water, the organic material will decay or "compost." A finished compost is excellent for turning into the top layer of soil and will add nitrogen and increase the water holding capacity of soil. You can make compost at home in a pile in your yard or in a bin that you make or purchase. Large scale composting is done at regional recycling facilities.

FIREWOOD is traditionally the most common use of large branches and logs. Firewood is used to heat homes during winter months. WCA takes logs to a yard in Stockton where a firewood retailer splits and resells the firewood to local residents.

STREET TREE REVIVAL is an old idea with a new approach by converting Agency trees into usable lumber. WCA worked on a twelve month trial program with the California Department of Forestry and Fire Protection to create an environmentally sound and socially responsible alternative to importing lumber from other areas, reducing our demand on trees from natural forests.

LOGS TO LUMBER *Recycling the Urban Forest*



The Goal
is to create an environmentally sound and socially responsible alternative to importing lumber from other areas and to reduce the demand on trees from natural forests.

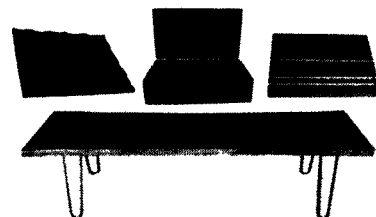
 **Reducing** 
waste from the urban forest.

Converting
trees removed into useable lumber.

Assisting
with landfill diversion (AB939).

Giving
back to the Community!

The program proves to be successful and now WCA transports suitable logs to our wood recycling center, Woodhill Firewood.





ARBORACCESS FEATURES

- Ease of use
- Create work orders
- View tree site details
- View work history
- View invoices
- Mobile app
- Live data
- GIS/GPS mapping

LIST TRACKING SYSTEM

The List Tracking Report in ArborAccess is a useful tool in the management of incoming work. This report allows both parties to track specific jobs as they are ordered by the Agency. Proper use of this system enables the Agency and WCA to track the completion of work that is ordered.

7

INVENTORY SOFTWARE

INVENTORY SOFTWARE- ARBORACCESS

Our tree management program sets us apart from other companies. With nearly 2,000 active users, ArborAccess and our mobile app will help you easily manage your urban forest with ease and convenience. Tree site attributes include location (utilizing GPS coordinates), species type, and parkway size. Features allow you to view and edit work history records and create work orders directly from the field, all from our secure cloud.

The information contained in ArborAccess is live data that can also be linked directly to a GIS program, such as ArcView, for geo-coding purposes and can assist your Agency in meeting GASB34 requirements. ArborAccess provides an unlimited resource of information regarding your urban forest.

SOFTWARE TRAINING

Our IT Department is based out of our corporate office in Anaheim, CA with regional offices located throughout California and Arizona. Each office has the ability to provide software training to our customers. We are also available to provide training sessions on-site at the customer's discretion. On-site training is proven to be effective as it provides a guided hands-on experience.

We offer periodic tree maintenance and management workshops each year. These free workshops are provided to our customers regionally and educate over 250 people annually. They have proven to be a great round-table and networking opportunity for the different agencies in attendance. Presentations are provided by WCA management staff and complimented with guest speakers in the industry. Certified Arborists and Tree Workers who attend are eligible to receive continuing education credits (CEU's) from the International Society of Arboriculture.

The success of any urban forest program depends on the proper management of information. Unlimited telephone and/or email support is available to answer technical questions and aid staff in the use of the software system. Software training and support is included in the cost associated with the inventory data collection.

WCA has completed 300+ GPS tree inventories.

BILLING

WCA, Inc. operates a modern invoicing system that is updated on a daily basis. Progress billings will be submitted to the Customers on a bi-weekly basis, unless otherwise requested. Invoices will reflect an amount complete for the billing period, along with a year-to-date total for that job. Each billing will include a listing of completed work by address, tree species, work performed and appropriate data acceptable to the customer. This information will be supplied in hardcopy and immediately accessible on ArborAccess. Job balances reflecting the percent of completion for each job can be viewed on ArborAccess.

SAMPLE MANAGEMENT TOOLS

DETAILED TREE SITE CHARACTERISTICS

The advanced technology provides a valuable tool to urban forestry professionals by displaying specific tree site information along with a representative photograph of the species type and a recommended maintenance field. ArborAccess' built-in quality control features assist in data accuracy. As maintenance is performed, the work history is updated and accompanied with bi-weekly invoices. This process eliminates the need for dual-inputting and helps keep the tree inventory current and accurate.

MAINTENANCE RECORDS

Accurate maintenance records for each location oftentimes can assist the Agency with liability claims. Maintaining a detailed history of the work performed at each location demonstrates good faith in preserving its urban forest. It is imperative that work requests are pulled from the system prior to the work being performed, otherwise inventory accuracy is not guaranteed.

SAMPLE AGENCY SPECIES FREQUENCY REPORT

	Botanical	Common	Total	Pct.
	Liquidambar styraciflua	AMERICAN SWEETGUM	4,781	14.36%
	Lagerstroemia indica	CRAPE MYRTLE	2,008	6.03%
	Ulmus parvifolia	CHINESE ELM	1,963	5.90%
	Fraxinus velutina 'Modesto'	MODESTO ASH	1,820	5.47%
	Cupaniopsis anacardioides	CARROTWOOD	1,568	4.71%
	Fraxinus velutina	ARIZONA ASH	1,259	3.78%
	Pinus cananensis	CANARY ISLAND PINE	1,191	3.58%
	Grevillea robusta	SILK OAK	1,141	3.43%
	Pistacia chinensis	CHINESE PISTACHE	1,127	3.39%
	Liriodendron tulipifera	TULIP TREE	1,076	3.23%
	Other	OTHER	15,355	46.13%
	Total Trees		33,289	100%

The Species Frequency report can assist your Agency in identifying the tree population within the urban forest. This type of information is valuable in the event of an insect infestation, deadly disease, or even estimating future maintenance costs. In addition, an analysis can be performed to evaluate the history of the performance of a particular species within your Agency.

DETAILED REPORTING OPTIONS

- Inventory
- View Invoices
- Job Balances
- Green Waste
- Work History
- Work Type by District
- DBH Frequency
- Height Frequency
- District Frequency
- Species Frequency (sample above)
- All Tees at an Address
- Estimated Tree Value

EXHIBIT B – CONTRACTOR’S SUBMITTED WORKERS COMPENSATION
CERTIFICATION

WORKER'S COMPENSATION CERTIFICATION

(AS REQUIRED BY SECTION 1861
OF THE CALIFORNIA LABOR CODE)

I am aware of the provision of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of the Contract.

Contractor: _____

By: _____

Title: _____

(END OF SECTION)

ITEM 4.18

CITY MANAGER'S REPORT NOVEMBER 9, 2020 CITY COUNCIL REGULAR MEETING

ITEM: **AUTHORIZE CITY MANAGER TO SIGN COOPERATIVE AGREEMENT WITH CALTRANS AND APPROVE PROFESSIONAL SERVICES AGREEMENT WITH MARK THOMAS FOR THE CIP PS 17-09 STATE ROUTE 120 AND YOSEMITE AVENUE INTERCHANGE PROJECT**

RECOMMENDATION: **Adopt Resolution Approving City Manager to Sign Cooperative Agreement with Caltrans and Approve Professional Services Agreement with Mark Thomas for the Preparation of the Project Approval & Environmental Document (PA&ED) for the CIP PS 17-09 State Route 120 and Yosemite Avenue Interchange Project**

SUMMARY:

In 2017, City Council approved the creation of Capital Improvement Project (CIP) PS 17-09, State Route (SR) 120 and Yosemite Avenue Interchange Project to construct the ultimate improvements needed to facilitate development in the area.

Phase I of the CIP PS 17-09 Interchange Project consisted of the Project Study Report–Project Development Support (PSR-PDS) document completed by Mark Thomas. Phase II of the project includes the preparation of the Project Approval and Environmental Document (PA&ED), Plans, Specifications, and Estimate (PS&E), and Right-of-Way (ROW) documentation. In order to proceed, the City of Lathrop will need a Cooperative Agreement with Caltrans to outline the rights, duties, decisions, and commitments.

Staff requests City Council authorize the City Manager to sign the final Cooperative Agreement with Caltrans (in a form that is substantially similar to the attached) for the preparation of the Project Approval and Environmental Document (PA&ED) documentation.

The City requested proposals from qualified engineering consultants to provide Professional Services for the completion of the PA&ED document. After evaluating all the information submitted by four consultants, staff has selected Mark Thomas to proceed with the preparation of the PA&ED for the SR-120 and Yosemite Ave Interchange Project.

CITY MANAGER TO SIGN COOPERATIVE AGREEMENT WITH CALTRANS AND APPROVE PROFESSIONAL SERVICES AGREEMENT WITH MARK THOMAS FOR THE CIP PS 17-09 STATE ROUTE 120 AND YOSEMITE AVENUE INTERCHANGE PROJECT.

Staff is requesting City Council approve a Professional Services Agreement with Mark Thomas in the amount of \$896,076 for the preparation of the PA&ED documents with the option to extend the contract into PS&E documentation once the PA&ED is completed.

BACKGROUND:

Mark Thomas completed the Project Study Report–Project Development Support (PSR-PDS) for the CIP PS 17-09, SR 120 and Yosemite Ave Interchange Project. This report was completed in coordination with the project development team, including representatives from Caltrans. Now, the City may proceed with the Project Approval and Environmental Document (PA&ED) documentation that includes the following components:

Project Approval and Environmental (PA&ED) Documentation

- Task 1 – Project Management
- Task 2 – Data Collection, Surveys & Mapping
- Task 3 – Traffic Demand Modeling and Traffic Operations Analysis
- Task 4 – Geometric Development/Alternatives
- Task 5 – Environmental Document
- Task 6 – Public Outreach

In order to proceed, the City will need a Cooperative Agreement with Caltrans to outline the rights duties, decisions, and commitments made between Caltrans and the City. Caltrans drafted a standard Cooperative Agreement in accordance with the State's Project Development Procedures Manual.

Staff requests City Council authorize the City Manager to sign the final Cooperative Agreement with Caltrans (in a form that is substantially similar to the attached) for the preparation of the Project Approval and Environmental Document (PA&ED) documentation.

REASON FOR RECOMMENDATION:

According to California Streets and Highways Code Section 114, a Cooperative Agreement is required between the City and Caltrans prior to initiating the process to complete the PA&ED documentation. The Agreement will set forth the expectations and responsibilities for completing the next project phase of the SR-120 and Yosemite Ave Interchange Project.

Caltrans has submitted a draft Cooperative Agreement that is nearly in final form. Staff requests City Council authorize the City Manager to sign the final Cooperative Agreement with Caltrans in a form that is substantially similar to the attached.

CITY MANAGER TO SIGN COOPERATIVE AGREEMENT WITH CALTRANS AND APPROVE PROFESSIONAL SERVICES AGREEMENT WITH MARK THOMAS FOR THE CIP PS 17-09 STATE ROUTE 120 AND YOSEMITE AVENUE INTERCHANGE PROJECT.

After receiving proposals from four qualified engineering consultants, the City has selected Mark Thomas to move forward with the PA&ED documentation. Staff requests City Council approve the Professional Services Agreement with Mark Thomas for the completion of the PA&ED documents for the SR-120 and Yosemite Ave Interchange Project.

FISCAL IMPACT:

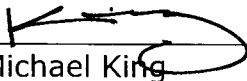
Funding for this project was included in the FY 20/21 budget.

ATTACHMENTS:

- A. Resolution Authorizing City Manager to Sign Cooperative Agreement with Caltrans and Approve Professional Services Agreement with Mark Thomas for the Preparation of the Project Approval & Environmental Document (PA&ED) for the CIP PS 17-09 State Route 120 and Yosemite Avenue Interchange Project
- B. Draft Cooperative Agreement for the CIP PS 17-09 State Route 120 and Yosemite Avenue Interchange Project
- C. Professional Services Agreement with Mark Thomas for the preparation of the Project Approval and Environmental Document (PA&ED) for the CIP PS 17-09 State Route 120 and Yosemite Avenue Interchange Project


CITY MANAGER'S REPORT
NOVEMBER 9, 2020 CITY COUNCIL REGULAR MEETING
AUTHORIZE CITY MANAGER TO SIGN COOPERATIVE AGREEMENT WITH
CALTRANS AND APPROVE PROFESSIONAL SERVICES AGREEMENT WITH
MARK THOMAS FOR THE CIP PS 17-09 STATE ROUTE 120 AND YOSEMITE
AVENUE INTERCHANGE PROJECT

APPROVALS



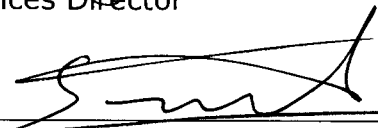
Michael King
Public Works Director

11-3-2020
Date



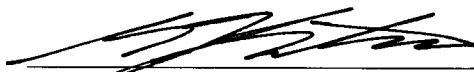
Cari James
Finance & Administrative
Services Director

11-3-2020
Date



Salvador Navarrete
City Attorney

11-3-2020
Date



Stephen J. Salvatore
City Manager

11-3-2020
Date

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AUTHORIZING THE CITY MANAGER TO SIGN COOPERATIVE AGREEMENT WITH CALTRANS AND APPROVING PROFESSIONAL SERVICES AGREEMENT WITH MARK THOMAS FOR THE PREPARATION OF THE PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA&ED) FOR THE CIP PS 17-09 STATE ROUTE 120 AND YOSEMITE AVENUE INTERCHANGE PROJECT

WHEREAS, on 2017 City Council approved the creation of the CIP 17-09 State Route (SR) 120 and Yosemite Avenue Interchange Project; and

WHEREAS, Phase I of the CIP PS 17-09 Interchange Project consisted of the Project Study Report–Project Development Support (PSR-PDS) document completed by Mark Thomas; and

WHEREAS, Phase II of the project includes the preparation of the Project Approval and Environmental Document (PA&ED) documentation; and

WHEREAS, a Cooperative Agreement is required between the City and the California Department of Transportation (Caltrans) to set forth the expectations and responsibilities for completing the next phase of the CIP PS 17-09 Interchange Project; and

WHEREAS, Caltrans has submitted a draft Cooperative Agreement that is nearly in final form; and

WHEREAS, staff requests City Council authorize the City Manager to sign the final Cooperative Agreement with Caltrans in a form that is substantially similar to the attached; and

WHEREAS, the City requested proposals from qualified engineering consultants to provide Professional Services for the completion of the PA&ED documentation; and

WHEREAS, staff is also requesting that City Council approve a Professional Services Agreement with Mark Thomas in the amount of \$896,076 for the preparation of the Project Approval and Environmental Document (PA&ED); and

WHEREAS, funding for this project was included in the FY 20/21 budget; and

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby authorizes the City Manager to sign Cooperative Agreement with Caltrans and approve Professional Services Agreement with Mark Thomas for the preparation of the Project Approval and Environmental Document (PA&ED) for the CIP PS 17-09 State Route 120 and Yosemite Ave Interchange Project.

The foregoing resolution was passed and adopted this 9th day of November 2020, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:


ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

COOPERATIVE AGREEMENT

This AGREEMENT, effective on November 9th, 2020, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of Lathrop, a body politic and municipal corporation or chartered city of the State of California, referred to hereinafter as CITY.

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code, Sections 114 and 130.
2. For the purpose of this AGREEMENT, *The City of Lathrop proposes to improve State Route 120/Yosemite Avenue (SR 120/Yosemite Ave) interchange to address operational deficiencies with the future build-out of the South Lathrop Specific Plan (SLSP). The project will reconstruct westbound ramps, widen eastbound ramps, install traffic signals at the ramp terminals and ramp metering systems, add auxiliary lanes on SR 120, widen Guthmiller/Yosemite Road and provide facilities for pedestrian and bicyclists.* will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the project initiation and approval documents (e.g. Project Study Report, Permit Engineering Evaluation Report, or Project Report).
3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENTS will be referred to hereinafter as WORK:
 - PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA&ED)
 - PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)
 - RIGHT-OF-WAY

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

COOPERATIVE AGREEMENT COVER SHEET

Work Description

THE CITY OF LATHROP PROPOSES TO IMPROVE STATE ROUTE 120/YOSEMITE AVENUE (SR 120/YOSEMITE AVE) INTERCHANGE TO ADDRESS OPERATIONAL DEFICIENCIES WITH THE FUTURE BUILD-OUT OF THE SOUTH LATHROP SPECIFIC PLAN (SLSP). THE PROJECT WILL RECONSTRUCT WESTBOUND RAMPS, WIDEN EASTBOUND RAMPS, INSTALL TRAFFIC SIGNALS AT THE RAMP TERMINALS AND RAMP METERING SYSTEMS, ADD AUXILIARY LANES ON SR 120, WIDEN GUTHMILLER/YOSEMITE ROAD AND PROVIDE FACILITIES FOR PEDESTRIAN AND BICYCLISTS.

Contact Information

CALTRANS

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4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

5. No PROJECT deliverables have been completed prior to this AGREEMENT.
6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

RESPONSIBILITIES

Sponsorship

8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds obligated in this AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

9. CITY is the SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.
- CITY is the Project Approval and Environmental Document (PA&ED) IMPLEMENTING AGENCY.

PA&ED includes the completion of the Final Environmental Document and the Project Report (documenting the project alternative selection).
 - CITY is the Plans, Specifications, and Estimate (PS&E) IMPLEMENTING AGENCY.

PS&E includes the development of the plans, specifications, and estimate; obtaining any resource agency permits; and the advertisement/award of the construction contract.
 - CITY is the RIGHT OF WAY IMPLEMENTING AGENCY

RIGHT OF WAY includes coordination with utility owners for the protection, removal, or relocation of utilities; the acquisition of right-of-way interests; and post-construction work such as right-of-way monumentation/recordation, relinquishments/vacations, and excess land transactions. The RIGHT OF WAY component budget identifies the cost of the capital costs of right-of-way acquisition (RIGHT-OF-WAY CAPITAL) and the cost of the staff work in support of the acquisition (RIGHT-OF-WAY SUPPORT).
11. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for the WORK in that component. The QMP describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The QMP will include a process for resolving disputes between the PARTIES at the team level. The QMP is subject to CALTRANS review and approval.
12. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

Funding

13. The WORK does not use funds administered by CALTRANS. PARTIES will amend this AGREEMENT should this condition change.
14. Each PARTY is responsible for the costs they incur in performing the WORK unless otherwise stated in this AGREEMENT.

CALTRANS' Quality Management

15. CALTRANS, as the owner/operator of the State Highway System (SHS), will perform quality management work including Quality Management Assessment (QMA), environmental document quality control, and owner/operator approvals for the portions of WORK within the existing and proposed SHS right-of-way.
16. CALTRANS' Quality Management Assessment (QMA) efforts are to ensure that CITY's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). QMA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

When CALTRANS performs QMA, it does so for its own benefit. No one can assign liability to CALTRANS due to its QMA.

17. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.
18. Per National Environmental Policy Act (NEPA) assignment and California Environmental Quality Act (CEQA) statutes, CALTRANS will perform environmental document quality control and NEPA assignment review procedures for environmental documentation. CALTRANS quality control and quality assurance procedures for all environmental documents are described in the NEPA Assignments memorandums, available at https://dot.ca.gov/programs/environmental-analysis/standard-environmental-reference-ser/policy-memos#LinkTarget_705. This also includes the independent judgement analysis and determination under CEQA that the environmental documentation meets CEQA requirements.
19. CITY will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.
20. CITY, including any employee, agent, consultant or sub-consultant retained by the CITY, shall implement uniform document control policies necessary to retain all records and electronically stored information associated with the WORK, including but not limited to those records identified in California Public Resources Code, Section 21167.6, and including email and attachments, in a manner consistent with the CALTRANS Uniform Filing System and the "Final Caltrans Environmental Records Retention Policy", available at <https://dot.ca.gov/-/media/dot-media/programs/environmental-analysis/documents/nepa-recordretention-policy-final-a11y.pdf>. These records, along with an index of the records, shall be provided to CALTRANS within 60 days of CALTRANS' written request.

21. The cost of CALTRANS' quality management work is to be borne by CALTRANS.

CEQA Lead Agency

22. CALTRANS is the CEQA Lead Agency for the PROJECT.

Environmental Permits, Approvals and Agreements

23. CITY will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to CITY's responsibilities in this AGREEMENT.

24. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.

25. It is expected that the PROJECT will not require environmental permits/approvals.

Project Approval and Environmental Document (PA&ED)

26. As the PA&ED IMPLEMENTING AGENCY, CITY is responsible for all PA&ED WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

27. CALTRANS will be responsible for completing the following PA&ED activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)
100.10.10.xx Quality Management
175.20 Project Preferred Alternative
180.10.05.05.xx CEQA Lead Final Env. Doc QA/QC and Approval
180.15.10 Notice of Determination (CEQA)

28. Any PARTY preparing environmental documentation, including studies and reports, will ensure that qualified personnel remain available to help resolve environmental issues and perform any necessary work to ensure that the PROJECT remains in environmental compliance.
29. CITY will provide written notice of the initiation of environmental studies to the CEQA Lead Agency prior to completing any other PA&ED phase work.

California Environmental Quality Act (CEQA)

30. Environmental documentation will be prepared in compliance with the California Public Resources Code §§ 21080.3.1(d)(e). CALTRANS will provide, and CITY will use, a letter template and a list of California Native American tribes requesting notification. CITY will prepare consultation documentation for CALTRANS' signature and transmittal in compliance with the statutorily required time frames.
31. The CEQA Lead Agency will determine the type of CEQA documentation and will cause that documentation to be prepared in accordance with CEQA requirements.
32. Any PARTY involved in the preparation of CEQA documentation will prepare the documentation to meet CEQA requirements and follow the CEQA Lead Agency's standards that apply to the CEQA process.
33. Any PARTY preparing any portion of the CEQA-documentation, including any studies and reports, will submit that portion of the documentation to the CEQA Lead Agency for review, comment, and approval at appropriate stages of development prior to public availability.
34. CITY will submit CEQA-related public notices to CALTRANS for review, comment, and approval prior to publication and circulation.
35. CITY will submit all CEQA-related public meeting materials to the CEQA Lead Agency for review, comment, and approval at least ten (10) working days prior to the public meeting date.

If the CEQA Lead Agency makes any changes to the materials, then the CEQA Lead Agency will allow CITY to review, comment, and concur on those changes at least three (3) working days prior to the public meeting date.
36. The CEQA Lead Agency will attend all CEQA-related public meetings.

37. If a PARTY who is not the CEQA Lead Agency holds a public meeting about the PROJECT, that PARTY must clearly state its role in the PROJECT and the identity of the CEQA Lead Agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the CEQA public review process.

That PARTY will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the CEQA Lead Agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTY makes any changes to the materials, it will allow the CEQA Lead Agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

The CEQA Lead Agency maintains final editorial control with respect to text or graphics that could lead to public confusion over CEQA-related roles and responsibilities.

Plans, Specifications, and Estimate (PS&E)

38. As the PS&E IMPLEMENTING AGENCY, CITY is responsible for all PS&E WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.
39. CALTRANS will be responsible for completing the following PS&E activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)
100.15.10.xx Quality Management

40. CITY will prepare Utility Conflict Maps identifying the accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS’ encroachment policy.

CITY will provide CALTRANS a copy of Utility Conflict Maps for CALTRANS’ concurrence prior to issuing the Notices to Owner and executing the utility agreement. All utility conflicts will be addressed in the PROJECT plans, specifications, and estimate.

41. CITY will determine the cost to positively identify and locate, accommodate, protect, relocate, or remove any utility facilities whether inside or outside the State Highway System right-of-way in accordance with federal and California laws and regulations, and CALTRANS’ policies, procedures, standards, practices, and applicable agreements including but not limited to Freeway Master Contracts.

RIGHT-OF-WAY

- 42. As the RIGHT-OF-WAY IMPLEMENTING AGENCY, CITY is responsible for all RIGHT-OF-WAY WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.
- 43. CALTRANS will be responsible for completing the following RIGHT-OF-WAY activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)
100.25.10.xx Quality Management

- 44. The selection of personnel performing RIGHT-OF-WAY WORK will be in accordance with federal and California laws and regulations, and CALTRANS’ policies, procedures, standards, practices, and applicable agreements.
- 45. CITY will make all necessary arrangements with utility owners for the timely accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS’ encroachment policy.
- 46. CITY will provide CALTRANS a copy of conflict maps, relocation plans, proposed notices to owner, reports of investigation, and utility agreements (if applicable) for CALTRANS' concurrence prior to issuing the notices to owner and executing the utility agreement. All utility conflicts will be fully addressed prior to Right-of-Way Certification and all arrangements for the protection, relocation, or removal of all conflicting facilities will be completed prior to construction contract award and included in the PROJECT plans, specifications, and estimate.
- 47. CITY will provide a land surveyor licensed in the State of California to be responsible for surveying and right-of-way engineering. All survey and right-of-way engineering documents will bear the professional seal, certificate number, registration classification, expiration date of certificate, and signature of the responsible surveyor.
- 48. Acquisition of right-of-way will not occur prior to the approval of the environmental document without written approval from the CEQA Lead Agency.

49. CITY will hear and adopt Resolutions of Necessity when authorized to do so by law or will work with local agencies having jurisdiction and authorized under the law to hear and adopt Resolutions of Necessity.

CITY will conduct and document Condemnation Evaluation and Condemnation Panel Review meetings as required in accordance with CALTRANS policy and guidance. CALTRANS will be notified in advance of any Condemnation Panel Review meetings.

50. If CITY acquires any right-of-way to be incorporated into the State Highway System, CITY will first acquire in its own name.

No right-of-way will be acquired in CALTRANS' name.

Title to the State Highway System right-of-way will ultimately be vested in the State. CALTRANS' acceptance of title will occur after the Right-of-Way Closeout activities are complete.

51. CITY will utilize a public agency currently qualified by CALTRANS or a properly licensed consultant for all RIGHT-OF-WAY activities. A qualified right-of-way agent will administer all right-of-way consultant contracts.

CITY will submit a draft Right-of-Way Certification to CALTRANS six weeks prior to the scheduled Right-of-Way Certification milestone date for review.

CITY will submit a final Right-of-Way Certification to CALTRANS for approval prior to the advertising the construction contract.

52. Physical and legal possession of the right-of-way must be completed prior to advertising the construction contract, unless PARTIES mutually agree to other arrangements in writing.
53. CALTRANS' acceptance of right-of-way title is subject to review of an Updated Preliminary Title Report provided by CITY verifying that the title is free of all encumbrances and liens. Upon acceptance, CITY will provide CALTRANS with a Policy of Title Insurance in CALTRANS' name.
54. Right-of-way conveyances must be completed prior to WORK completion unless PARTIES mutually agree to other arrangements in writing.

Schedule

55. PARTIES will manage the WORK schedule to ensure the timely use of obligated funds and to ensure compliance with any environmental permits, right-of-way agreements, construction contracts, and any other commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.

Additional Provisions

Standards

56. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:

- CADD Users Manual
- CALTRANS policies and directives
- Plans Preparation Manual
- Project Development Procedures Manual (PDPM)
- Workplan Standards Guide
- Standard Environmental Reference
- Highway Design Manual
- Right of Way Manual
- Environmental Document Templates Resident on the Standard Operating Procedures site

Qualifications

57. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

Consultant Selection

58. CITY will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

Encroachment Permits

59. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System (SHS) right-of-way. CITY, their contractors, consultants, agents and utility owners will not work within the SHS right-of-way without an encroachment permit issued in their name. CALTRANS will provide encroachment permits to CITY, their contractors, consultants, and agents at no cost. CALTRANS will provide encroachment permits to utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.
60. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

61. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

62. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 6254.5(e) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

63. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.

Hazardous Materials

64. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, irrespective of whether it is disturbed by the PROJECT or not.

HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

65. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.

66. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

CALTRANS, independent of the PROJECT will pay, or cause to be paid, the cost of HM-1 MANAGEMENT related to HM-1 found within the existing State Highway System right-of-way.

67. CITY, independent of the PROJECT, is responsible for any HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way. CITY will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

CITY, independent of the PROJECT, will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside of the existing State Highway System right-of-way.

68. The CONSTRUCTION IMPLEMENTING AGENCY is responsible for HM-2 MANAGEMENT within the PROJECT limits.

CITY and CALTRANS will comply with the Soil Management Agreement for Aerially Deposited Lead Contaminated Soils (Soil Management Agreement) executed between CALTRANS and the California Department of Toxic Substances Control (DTSC). Under Section 3.2 of the Soil Management Agreement, CALTRANS and CITY each retain joint and severable liability for noncompliance with the provisions of the Soil Management Agreement. CITY will assume all responsibilities assigned to CALTRANS in the Soil Management Agreement during PROJECT COMPONENTS for which they are the IMPLEMENTING AGENCY except for final placement and burial of soil within the State right-of-way, per Section 4.5 of the Soil Management Agreement, which is subject to CALTRANS concurrence and reporting to DTSC which will be performed by CALTRANS.

69. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.

Claims

70. CITY may accept, reject, compromise, settle, or litigate claims of any consultants or contractors hired to complete WORK without concurrence from the other PARTY.
71. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.
72. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.
73. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.
74. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

Interruption of Work

75. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.

76. If WORK stops for any reason, each PARTY will continue with environmental commitments included in the environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.

Penalties, Judgements and Settlements

77. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

Project Files

78. CITY will furnish CALTRANS with the Project History Files related to the PROJECT facilities on State Highway System within sixty (60) days following the completion of each PROJECT COMPONENT. CITY will prepare the Project History File in accordance with the Project Development Procedures Manual, Chapter 7. All material will be submitted neatly in a three-ring binder and on a CD ROM in PDF format.

GENERAL CONDITIONS

79. All portions of this AGREEMENT, including the Recitals Section, are enforceable.

Venue

80. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

Exemptions

81. All CALTRANS' obligations under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).

Indemnification

82. Neither CALTRANS nor any of their officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY under this AGREEMENT. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
83. Neither CITY nor any of their officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless CITY and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

Non-parties

84. PARTIES do not intend this AGREEMENT to create a third-party beneficiary or define duties, obligations, or rights for entities not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.
85. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

Ambiguity and Performance

86. Neither PARTY will interpret any ambiguity contained in this AGREEMENT against the other PARTY. PARTIES waive the provisions of California Civil Code, Section 1654.

A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

87. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

Defaults

88. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

Dispute Resolution

89. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Executive Officer of CITY will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

90. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

Prevailing Wage

91. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

SIGNATURES

PARTIES are empowered by the law to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

This AGREEMENT may be executed and delivered in counterparts, and by each PARTY in a separate counterpart, each of which when so executed and delivered shall constitute an original and all of which taken together shall constitute one and the same instrument.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

Dennis T. Agar
District Director

CITY OF LATHROP

Stephen J. Salvatore
City Manager

Attest:

Teresa Vargas
City Clerk

Approved as to form and procedure:

Salvador Navarrete
City Attorney

CLOSURE STATEMENT INSTRUCTIONS

1. Did PARTIES complete all scope, cost and schedule commitments included in this AGREEMENT and any amendments to this AGREEMENT?

YES / NO

Did CALTRANS accept and approve all final deliverables submitted by other PARTIES?

YES / NO

Did the CALTRANS HQ Office of Accounting verify that all final accounting for this AGREEMENT and any amendments to this AGREEMENT were completed?

YES / NO

If construction is involved, did the CALTRANS District Project Manager verify that all claims and third-party billings (utilities, etc.) have been settled before termination of the AGREEMENT?

YES / NO

Did PARTIES complete and transmit the As-Built Plans, Project History File, and all other required contract documents?

YES / NO

If ALL answers are “YES”, this form may be used to TERMINATE this AGREEMENT.

CLOSURE STATEMENT

PARTIES agree that they have completed all scope, cost, and schedule commitments included in Agreement 10-524 and any amendments to the agreement. The final signature date on this document terminates agreement 10-524 except survival articles. All survival articles in agreement 10-524 will remain in effect until expired by law, terminated or modified in writing by the PARTIES' mutual agreement, whichever occurs earlier.

The people signing this agreement have the authority to do so on behalf of their public agencies.

This AGREEMENT may be executed and delivered in counterparts, and by each PARTY in a separate counterpart, each of which when so executed and delivered shall constitute an original and all of which taken together shall constitute one and the same instrument.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

CITY OF LATHROP

District Director (Interim)

City Manager

Date: _____

Date: _____

**CITY OF LATHROP
PROFESSIONAL SERVICES AGREEMENT WITH MARK THOMAS**

**FOR THE PREPARATION OF A PROJECT APPROVAL &
ENVIRONMENTAL DOCUMENT (PA&ED) FOR THE STATE ROUTE (SR)
120 AND YOSEMITE AVE INTERCHANGE PROJECT CIP PS 17-09**

THIS AGREEMENT, dated for convenience this 9th day of November, 2020, is by and between **MARK THOMAS** (“CONSULTANT”) and the **CITY OF LATHROP**, a California municipal corporation (“CITY”);

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to provide Professional Engineering Services for the completion of a Project Approval and Environmental Document (PA&ED); and

WHEREAS, CITY may have the option to extend the contract into Plans, Specifications & Estimates (PS&E) once PA&ED is completed; and

WHEREAS, CITY will select the CONSULTANT pursuant to said qualifications; and

WHEREAS, CONSULTANT is willing to render such Professional Engineering Services for the preparation of a Project Approval and Environmental Document (PA&ED), as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, CONSULTANT and the CITY agree as follows:

AGREEMENT

(1) Scope of Service

CONSULTANT agrees to provide Professional Engineering Services for the completion of a Project Approval and Environmental Document (PA&ED) in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit “A” and incorporated herein by reference. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to CITY’S satisfaction.

(2) Compensation

CITY hereby agrees to pay CONSULTANT a sum not to exceed **\$896,076**, for the professional services for the completion of a Project Approval and Environmental Document (PA&ED) set forth in Exhibit “A”. CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit “A”, unless a written change order or authorization describing the extra work and payment terms has been executed by CITY’s authorized representative prior to the commencement of the work.

CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT FOR THE PREPARATION OF A PROJECT APPROVAL & ENVIRONMENTAL DOCUMENT (PA&ED) FOR THE STATE ROUTE (SR) 120 AND YOSEMITE AVE INTERCHANGE PROJECT CIP PS 17-09

(3) Effective Date and Term

The effective date of this Agreement is November 9, 2020, and it shall terminate no later than December 31, 2021.

(4) Independent Contractor Status

It is expressly understood and agreed by both parties that CONSULTANT, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the CITY. As an independent contractor, CONSULTANT is responsible for controlling the means and methods to complete the scope of work described in Exhibit "A" to City's satisfaction. CONSULTANT expressly warrants not to represent, at any time or in any manner, that CONSULTANT is an employee of the CITY.

(5) Billings

CONSULTANT'S bills shall include a list of all tasks, a total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONSULTANT shall not bill CITY for duplicate services performed by more than one person. In no event shall CONSULTANT submit any billing for an amount in excess of the rates or the maximum amount of compensation provided in section (2) for either task or for the entire Agreement, unless modified by a properly executed change order.

(6) Advice and Status Reporting

CONSULTANT shall provide the CITY with timely reports, orally or in writing, of all significant developments arising during performance of its services hereunder, and shall furnish to CITY such information as is necessary to enable CITY to monitor the performance of this Agreement.

(7) Assignment of Personnel

CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. If CITY asks CONSULTANT to remove a person assigned to the work called for under this Agreement, CONSULTANT agrees to do so immediately, without requiring the City to process a reason or explanation for its request.

The services shall be performed by, or under the direct supervision, of CONSULTANT's Authorized Representative: **Aaron Silva**, CONSULTANT shall not replace its Authorized Representative without the prior written approval by the CITY.

CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT FOR THE PREPARATION OF A PROJECT APPROVAL & ENVIRONMENTAL DOCUMENT (PA&ED) FOR THE STATE ROUTE (SR) 120 AND YOSEMITE AVE INTERCHANGE PROJECT CIP PS 17-09

(8) Assignment and Subcontracting

It is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONSULTANT. Neither this Agreement nor any interest therein may be assigned by CONSULTANT without the prior written approval of CITY'S authorized representative. CONSULTANT shall not subcontract any portion of the performance contemplated and provided for herein, other than the subcontractors noted in the proposal, without prior written approval of the CITY'S authorized representative.

(9) Insurance

On or before beginning any of the services or work called for by any term of this Agreement, CONSULTANT, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof that is acceptable to the CITY the insurance specified in subsections (a) through (c) below with insurers and under forms of insurance satisfactory in all respects to the CITY. CONSULTANT shall not allow any subcontractor to commence work on any subcontract until all insurance required of the CONSULTANT has also been obtained for the subcontractor. Verification of this insurance shall be submitted and made part of this Agreement prior to execution.

- (a) Workers' Compensation. CONSULTANT shall, at CONSULTANT'S sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars. In the alternative, CONSULTANT may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONSULTANT, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.
- (b) Commercial General and Automobile Liability Insurance. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT FOR THE PREPARATION OF A PROJECT APPROVAL & ENVIRONMENTAL DOCUMENT (PA&ED) FOR THE STATE ROUTE (SR) 120 AND YOSEMITE AVE INTERCHANGE PROJECT CIP PS 17-09

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) and Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 (any auto).

Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- (i) CITY, its officers, employees, agents, and volunteers are to be covered as insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONSULTANT, including the insider's general supervision of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.
 - (ii) The insurance shall cover on an occurrence or an accident basis, and not on a claim made basis.
 - (iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.
 - (iv) Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
 - (v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A: VII.
 - (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.
- (c) Professional Liability. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than One Million Dollars (\$1,000,000) per claim made and per policy aggregate covering the licensed professionals' errors and omissions, as follows:
- (i) Any deductible or self-insured retention shall not exceed \$150,000 per claim.
 - (ii) Notice of cancellation, material change, or non-renewal must be received by the CITY at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.

CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT FOR THE PREPARATION OF A PROJECT APPROVAL & ENVIRONMENTAL DOCUMENT (PA&ED) FOR THE STATE ROUTE (SR) 120 AND YOSEMITE AVE INTERCHANGE PROJECT CIP PS 17-09

- (iii) The policy must contain a cross liability or severability of interest clause.
- (iv) The following provisions shall apply if the professional liability coverages are written on a claims made form:
 - 1. The retroactive date of the policy must be shown and must be before the date of the Agreement.
 - 2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
 - 3. If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date that precedes the date of this Agreement, CONSULTANT must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The CITY shall have the right to exercise at the CONSULTANT'S cost, any extended reporting provisions of the policy should the CONSULTANT cancel or not renew the coverage.
 - 4. A copy of the claim reporting requirements must be submitted to the CITY prior to the commencement of any work under this Agreement.
- (d) Deductibles and Self-Insured Retentions. CONSULTANT shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of the CITY's authorized representative, CONSULTANT may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY's authorized representative may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONSULTANT procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.
- (e) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONSULTANT shall provide written notice to CITY at CONSULTANT'S earliest possible opportunity and in no case later than five days after CONSULTANT is notified of the change in coverage.

CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT FOR THE PREPARATION OF A PROJECT APPROVAL & ENVIRONMENTAL DOCUMENT (PA&ED) FOR THE STATE ROUTE (SR) 120 AND YOSEMITE AVE INTERCHANGE PROJECT CIP PS 17-09

- (f) In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
 - (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - (ii) Order CONSULTANT to stop work under this Agreement or withhold any payment which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof;
 - (iii) Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONSULTANT'S breach.

(10) Indemnification - CONSULTANT'S Responsibility

As to the CONSULTANT'S work hereunder, it is understood and agreed that (a) CONSULTANT has the professional skills necessary to perform the work, (b) CITY relies upon the professional skills of CONSULTANT to perform the work in a skillful and professional manner, and (c) CONSULTANT thus agrees to so perform.

Acceptance by CITY of the work performed under this Agreement does not operate as a release of said CONSULTANT from such professional responsibility for the work performed.

It is further understood and agreed that CONSULTANT is apprised of the scope of the work to be performed under this Agreement and CONSULTANT agrees that said work can and shall be performed in a fully competent manner in accordance with the standard of care applicable to CONSULTANT'S profession.

CONSULTANT shall indemnify, defend, and hold CITY, its officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused by the willful misconduct or negligent acts or omissions of CONSULTANT, its employees, subcontractors, or agents, or on account of the performance or character of this work, except for any such claim arising out of the negligence or willful misconduct of the CITY, its officers, employees, agents, or volunteers. It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT FOR THE PREPARATION OF A PROJECT APPROVAL & ENVIRONMENTAL DOCUMENT (PA&ED) FOR THE STATE ROUTE (SR) 120 AND YOSEMITE AVE INTERCHANGE PROJECT CIP PS 17-09

(11) Licenses

If a license of any kind, which term is intended to include evidence of registration, is required of CONSULTANT, its employees, agents, or subcontractors by federal or state law, CONSULTANT warrants that such license has been obtained, is valid and in good standing, and CONSULTANT shall keep it in effect at all times during the term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

(12) Business Licenses

CONSULTANT shall obtain and maintain a CITY of Lathrop Business License until all Agreement services are rendered and accepted by the CITY.

(13) Termination

Either CITY or CONSULTANT may cancel this Agreement upon 30 days' written notification to the other party. In the event of termination, the CONSULTANT shall be entitled to compensation for services performed to the effective date of termination; provided, however, that the CITY may condition payment of such compensation upon CONSULTANT'S delivery to the CITY of any or all documents, photographs, computer software, video and audio tapes, and other materials provided to CONSULTANT or prepared by or for CONSULTANT or the CITY in connection with this Agreement.

(14) Funding

CONSULTANT agrees and understands that renewal of this agreement in subsequent years is contingent upon action by the City Council consistent with the appropriations limits of Article XIII (B) of the California Constitution and that the Council may determine not to fund this agreement in subsequent years.

(15) Notices

All contracts, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) Days by delivery of a hard copy of the material sent by facsimile transmission. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT FOR THE PREPARATION OF A PROJECT APPROVAL & ENVIRONMENTAL DOCUMENT (PA&ED) FOR THE STATE ROUTE (SR) 120 AND YOSEMITE AVE INTERCHANGE PROJECT CIP PS 17-09

To City: City of Lathrop
City Clerk
390 Towne Centre
Lathrop, CA 95330

Copy to: City of Lathrop
Department of Public Works
390 Towne Centre
Lathrop, CA 95330
MAIN: (209) 941-7430
FAX: (209) 941-7449

To Consultant: **Mark Thomas**
701 University Ave, Suite 200
Sacramento, CA 95825

Phone: (916) 381-9100

Fax: (916) 381-9180

(16) Miscellaneous

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (c) Definitions. The definitions and terms are as defined in these specifications.
- (d) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- (e) Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- (f) Incorporation of Documents. All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.
- (g) Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, and there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.

CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT FOR THE PREPARATION OF A PROJECT APPROVAL & ENVIRONMENTAL DOCUMENT (PA&ED) FOR THE STATE ROUTE (SR) 120 AND YOSEMITE AVE INTERCHANGE PROJECT CIP PS 17-09

- (h) Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (i) Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (j) Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- (k) Status of CONSULTANT. In the exercise of rights and obligations under this Agreement, CONSULTANT acts as an independent contractor and not as an agent or employee of CITY. CONSULTANT shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONSULTANT expressly waives any and all claims to such right and benefits.
- (l) Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (m) Time of the Essence. Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.
- (n) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (o) Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

(17) Notice to Proceed

Prior to commencing work under this agreement, CONSULTANT shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONSULTANT for any services prior to issuance of the Notice to Proceed.

CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT FOR THE PREPARATION OF A PROJECT APPROVAL & ENVIRONMENTAL DOCUMENT (PA&ED) FOR THE STATE ROUTE (SR) 120 AND YOSEMITE AVE INTERCHANGE PROJECT CIP PS 17-09

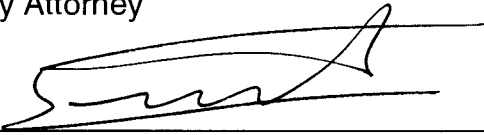
(18) Signatures

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT FOR THE PREPARATION OF A PROJECT APPROVAL & ENVIRONMENTAL DOCUMENT (PA&ED) FOR THE STATE ROUTE (SR) 120 AND YOSEMITE AVE INTERCHANGE PROJECT CIP PS 17-09

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

11-3-2020

Date

Recommended for Approval:

City of Lathrop
Director of Public Works

Michael King

Date

Accepted By:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

CONSULTANT:

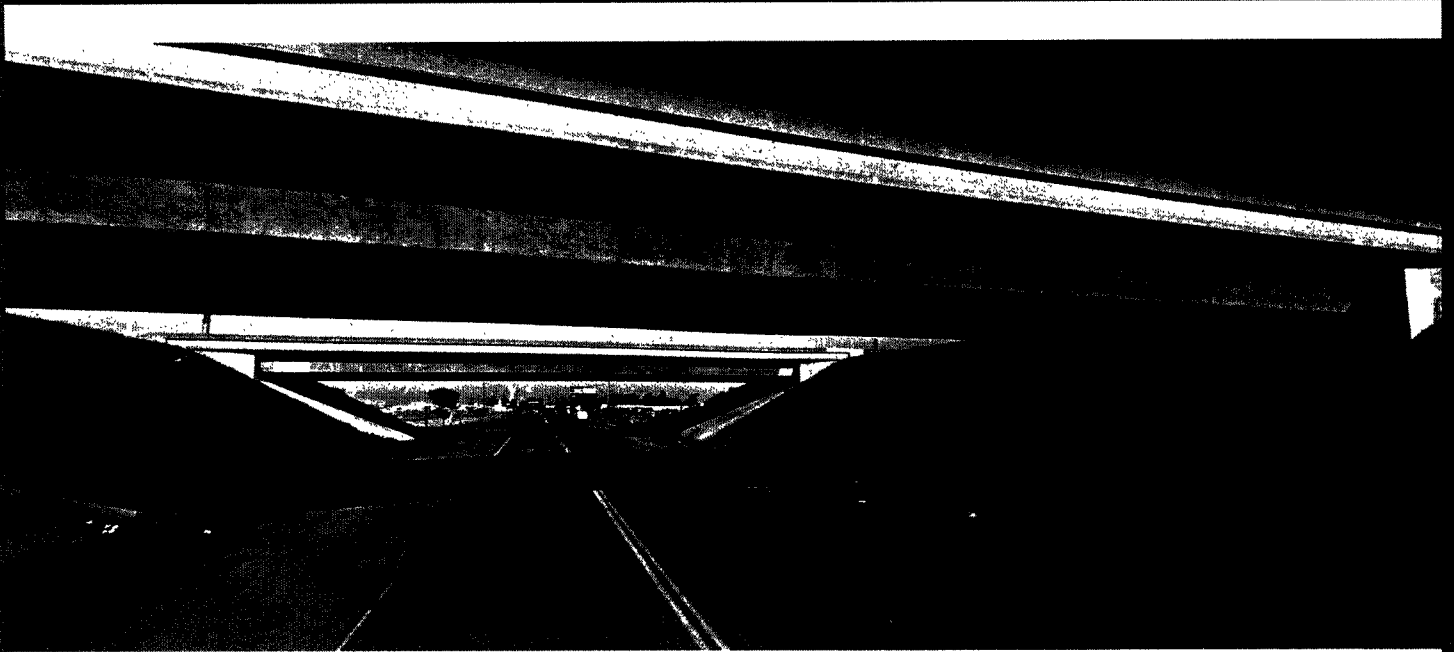
Mark Thomas
701 University Ave, Suite 200
Sacramento, CA 95825

Fed ID # _____
Business License # _____

Date

Aaron Silva (PE), Project Manager

PROPOSAL



**SR-120 AND YOSEMITE
AVENUE INTERCHANGE**

PS 17-09

OCTOBER 23, 2020

City of Lathrop

MARK THOMAS



MARK THOMAS

October 23, 2020

Angel Abarca, Assistant Engineer
City of Lathrop
Public Works Department
390 Towne Centre Drive
Lathrop, California 95330

Dear Mr. Abarca,

South Lathrop has been growing in recent years with further warehouse and distribution center construction as well as housing south of State Route 120 (SR-120). To accommodate this need, the City of Lathrop (City) in partnership with Crow Holdings Industrial studied improvements needed to the interchange at Yosemite Avenue. The improvements at the interchange are needed to accommodate the additional traffic and provide bicycle and pedestrian facilities to enhance connectivity, safety, and capacity. The City is seeking an experienced consultant to provide professional services for the completion of a Project Approval and Environmental Document (PA&ED) for the SR-120 and Yosemite Avenue Interchange Project.

Mark Thomas brings an intimate familiarity and unmatched knowledge of the City's goals and needs for this project. Having led the SR-120/Yosemite Avenue project, our team is ideally suited to deliver this project from PA&ED through final design. We offer the City multiple key benefits described in detail in our submittal. These include:

Extensive Project Knowledge: Mark Thomas has been involved with the SR-120/Yosemite Avenue Interchange since it's inception. We worked with the City and Crow Holdings Industrial to develop design alternatives and phasing concepts. We coordinated with Caltrans District 10 on the preparation of the Project Study Report-Project Development Support (PSR-PDS) and the implementation of the Encroachment Permit project. Mark Thomas understands the history and decisions that have been made which eliminate the project learning curve. **This will allow us to expedite the project schedule by eliminating the "ramp up time" because of our familiarity with the project.**

Dedicated and Familiar Project Team: The Mark Thomas team is comprised of individuals who led the preparation of the PSR-PDS and have experience with the City. Aaron Silva, PE led the previous project phase and will remain our project manager for the PA&ED phase. Aaron has 13 years of experience managing and designing Caltrans interchange, local roadway, and active transportation projects. He has worked extensively with Caltrans District 10 project managers and functional units to deliver interchange modifications.

Aaron will be supported by our in-house experts and subconsultants who worked on the project PSR-PDS and/or have experience with the City. Our team includes De Novo Planning for environmental, Fehr & Peers for traffic engineering, Interwest for right of way, and ENGEO for geotechnical services. The Mark Thomas team's local experience will be leveraged to work efficiently with the City and Caltrans to successfully deliver the project.

Successful Project Delivery Approach: The Mark Thomas team has developed an effective project approach that leverages our work on the PSR-PDS, experience with the City, and working relationships with Caltrans District 10. We will build off the phasing plan developed in the PSR-PDS to clear the ultimate project improvements. This will allow the project to quickly advance design of the first phase improvements, addressing the needs of the TCity and adjacent developments while meeting Caltrans' requirements. This will support economic development and mobility in South Lathrop.



MARK THOMAS

Caltrans District 10 Experience: Our team has decades of experience working with Caltrans District 10 to deliver transportation infrastructure projects. With the successful delivery of more than 40 projects in District 10 alone, we have a thorough understanding of how to address key challenges and ensure that designs are approved by Caltrans staff. Some examples of projects we have delivered in District 10 include the I-5/Lathrop Road Interchange Interchange and I-5/Louise Avenue Interchange in Lathrop, the I-205 Mountain House Parkway-International Parkway Interchange and the I-580/International Parkway-Patterson Pass Road Interchange in Tracy, and the SR-120/Union Road Interchange and the SR-99/120 Connector Interchange Improvement projects in Manteca. Through this experience, we have recent working knowledge of newly implemented Caltrans procedures for PA&ED approval and will bring this expertise to the City.

Our experience has resulted in an expansive, unmatched knowledge base specifically geared toward improving connectivity, accessibility and safety on Caltrans facilities.

Mark Thomas does not have any actual, apparent, direct or indirect, or potential conflicts of interest to disclose that may exist with respect to the firm, management, or employees of the firm relative to the services to be provided under this Agreement. Further, we affirm our understanding of the City's contractual form, conflicts of interest provisions, and insurance provisions as outlined in the RFP. Mark Thomas does not have any requested modifications to the contract and insurance provisions to submit as part of this proposal.

As a Principal and Vice President of Mark Thomas, I am authorized to negotiate the terms of the proposal and execute a contract with the City in accordance with the provisions of this RFP. Our proposal is a firm offer to provide the requested services and will remain valid for a period of not less than one-hundred-twenty (120) days from the date of submittal.

We appreciate the opportunity to submit our proposal for this project. We are very excited about this project and helping you deliver this next phase of the project; we look forward to continue building on our strong relationship with the City. If you have any questions regarding our proposal, Aaron will be the point of contact for the selection process and can be reached by telephone at (916) 769-5952, via email at asilva@markthomas.com, or at our Sacramento office located at 701 University Avenue, Suite 200, Sacramento, CA 95825.

Sincerely,

MARK THOMAS

Matt Brogan, PE
Principal, Vice President



STATEMENT OF QUALIFICATIONS

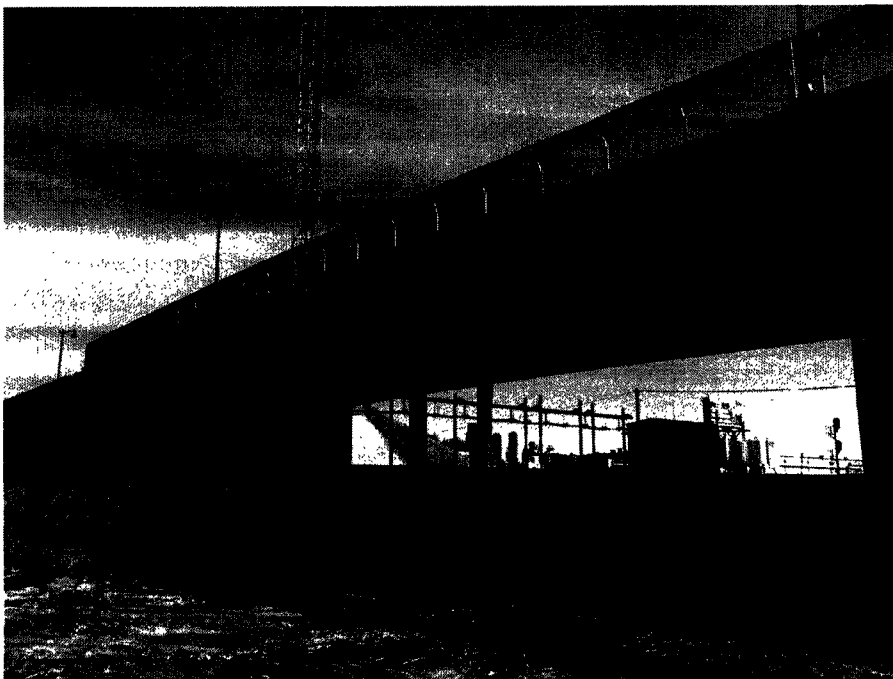
Mark Thomas has a long history of working with the City of Lathrop (City) to plan and design transportation infrastructure ranging from interchanges to local roadway improvements. We have the project team and experience with Caltrans District 10 to successfully continue our work on the State Route 120 (SR-120)/Yosemite Avenue Interchange.

The Mark Thomas Team

Our team is ideally suited to deliver the City's SR-120/Yosemite Avenue Interchange project. Our staff bring unmatched experience and knowledge of this project having delivered the previous phase which included the Project Study Report-Project Development Support (PSR-PDS) and Encroachment Permit, improving the Westbound ramps completed in 2019.

Our team provides the City with key expertise in delivering transportation and operational improvement projects including Caltrans interchanges and highways, roadway widenings and extensions, roadway rehabilitations and reconstructions, and active transportation projects.

For the past 18 years, Mark Thomas has been successfully delivering projects for the City. We have proven ourselves as advocates for the City and trusted advisors. In addition to the previous phase for the proposed project, we have delivered the Lathrop Road/UPRR Westerly Grade Separation, Lathrop Road Widening, encroachment permit improvements to the I-5/Lathrop Road and I-5/Louise Avenue interchanges, and multiple grant applications. Through this experience we have developed strong relationships with staff and an understanding of how to effectively complete projects for the City.



MARK THOMAS AT A GLANCE

- California Corporation
- 93 Years in Business
- 260+ Employees

OFFICE LOCATIONS

- Sacramento
- Carmel
- Cupertino
- Fresno
- Irvine
- Long Beach
- Oakland
- Rancho Cucamonga
- Roseville
- San Carlos
- San Jose
- Walnut Creek

AREAS OF EXPERTISE

- Interchange and highway design
- Caltrans design and geometric expertise
- Caltrans coordination and processing
- Bicycle/pedestrian facilities
- Roadway widenings and rehabilitations
- Bridges and structures
- Landscape architecture
- Drainage design
- Utility coordination
- Stormdrain and Wastewater Facilities
- Utilities and Agency Coordination
- Funding/Grant Applications
- Local, State and Federal Procedures





Caltrans Design Expertise

We are recognized as a premier interchange and highway design firm, having designed hundreds of Caltrans-controlled projects. Our team has an unmatched understanding of the Caltrans delivery process and their design standards; through this experience we have developed strong working relationships with Caltrans Headquarters and District staff throughout the state. We are knowledgeable of the Highway Design Manual (HDM), Caltrans Standard Plans & Specifications, and the Project Development Procedures Manual (PDPM).

We have decades of experience working with Caltrans District 10 to develop projects, we have an understanding of how to address key challenges to help ensure that designs are approved by Caltrans staff. We leverage this understanding to develop planning documents and designs that have a high likelihood of being approved, and we proactively work with Caltrans staff to develop solutions that work for local and regional agencies and the State. Through our experience we have accumulated an expansive knowledge base specifically geared toward improving connectivity, accessibility and safety on Caltrans facilities.

Over the past 15 years, we have completed more than 10 projects in Caltrans District 10. Below is a brief list of a few of our District 10 work items related to this project.

- SR-120/Yosemite Avenue Interchange, Lathrop
- I-5/Louise Avenue Interchange, Lathrop
- SR-120/Union Road Interchange, Manteca
- I-205/Mountain House Parkway-International Parkway Interchange, Tracy
- I-5/Lathrop Road Interchange, Manteca
- SR-99/120 Connector Interchange Improvements, Manteca
- Hammer Lane/SR 99 Interchange, Stockton
- SR-88/Pine Grove Corridor Improvements, Amador County
- SR 99/Atwater-Merced Expressway Interchange, Merced County
- SR-99/Harney Lane Interchange, Lodi
- SR-99 Widening, Stockton
- I-580/International Parkway-Patterson Pass Road Interchange, Tracy



SUBCONSULTANTS

Team continuity and project familiarity are critical elements to efficiently delivering the SR-120/Yosemite Avenue Interchange. Mark Thomas is partnering with subconsultants who worked with us on the PSR-PDS and who have extensive experience in the City as well as near the project site. Our team is committed to continuing our roles on the project and the successful delivery of this project.

De Novo Planning Group (De Novo) | Environmental

De Novo is an environmental firm specializing in transportation planning, environmental studies, and sustainability planning for infrastructure and transportation improvement projects. They have completed hundreds of projects throughout California consisting of environmental impact reports, negative declarations, initial studies, NEPA analyses, climate action plans, biological assessments, wetland delineations, general plans, specific plans, housing elements, and development projects.

Their key staff have worked with the City on multiple projects including the SR-120/Yosemite Avenue Interchange, South Lathrop Specific Plan, and the General Plan Update.

Fehr & Peers (F&P) | Traffic

F&P specializes in traffic engineering, developing transportation solutions that help improve communities throughout the state. They use the latest research and innovative technology to better understand and forecast transportation trends and use this information to develop plans and designs that meet the needs of all transportation system users.

F&P has extensive experience working with Mark Thomas, the City, and Caltrans District 10. They provided traffic analysis for the SR-120/Yosemite Avenue Interchange PSR-PDS as well as for the City's General Plan Update.

Engeo | Geotechnical

Engeo is a geotechnical firm serving the transportation industry, bringing geotechnical and geologic expertise in assessing challenging geologic constraints and developing cost-effective engineering design and construction solutions. They are especially adept at finding innovative methods to address complex subsurface and alignment concerns. Their team has experience working within the City and has been providing geotechnical support for the adjacent developments, and through the recently completed Encroachment Permit project at the interchange.

Interwest | Right of Way

Interwest brings expertise in right of way engineering and acquisition for transportation and infrastructure improvement projects in California. They offer unique, innovative and cost-effective solutions to the toughest right of way projects and provide comprehensive right of way acquisition and relocation services to counties, cities and other public agencies within the local area.

Their staff are experts in all aspects of right of way, including engineering, acquisition, relocation planning and project management. Interwest has worked with Mark Thomas on the Harney Lane/UPRR Grade Separation in Lodi, the SR-99/Grant Line Road Interchange in Elk Grove, and the I-80/Richards Boulevard Interchange in Davis.



RELEVANT PROJECT EXPERIENCE

Mark Thomas is a recognized leader in Caltrans interchange and highway planning, design, and project delivery. Our team has extensive experience working throughout the state with multiple Caltrans districts, including District 10, to implement capacity, multimodal safety and connectivity, functionality and operational improvements. The representative projects below demonstrate our capabilities to deliver your project.

SR-120/YOSEMITE AVENUE INTERCHANGE

City of Lathrop

Mark Thomas delivered the PSR-PDS and Encroachment Permit for this interchange improvement project with the City. Ultimately, this project will improve the existing SR-120/Yosemite Avenue interchange to accommodate additional traffic and provide facilities for pedestrians and bicyclists for increased connectivity, safety and capacity.

The project design involves widening the eastbound on- and off-ramps, widening and reconfiguring the westbound on- and off-ramps, signaling the ramp terminal intersections, and widening Yosemite Avenue/Guthmiller Road to four to five lanes with bike lanes and one sidewalk. Several alternatives were studied and the locally-preferred alternative includes a westbound loop on-ramp and diagonal westbound off-ramp. Mark Thomas worked with the City and the developer to prepare a phasing concept for the interchange.

Based off the phasing plan, Mark Thomas prepared final design for an Encroachment Permit project. This project widened Yosemite Avenue to include a left turn onto the eastbound on-ramp, widen the eastbound off-ramp, and signalize the eastbound ramp terminal intersection. This project was constructed in 2019.

Mark Thomas also worked with the City and Tripoint Development to generate a phasing plan as part of the Capital Facility Fees update. This phasing strategy will serve as a foundation for moving this project into final design.

CONTRACTING AGENCY
City of Lathrop

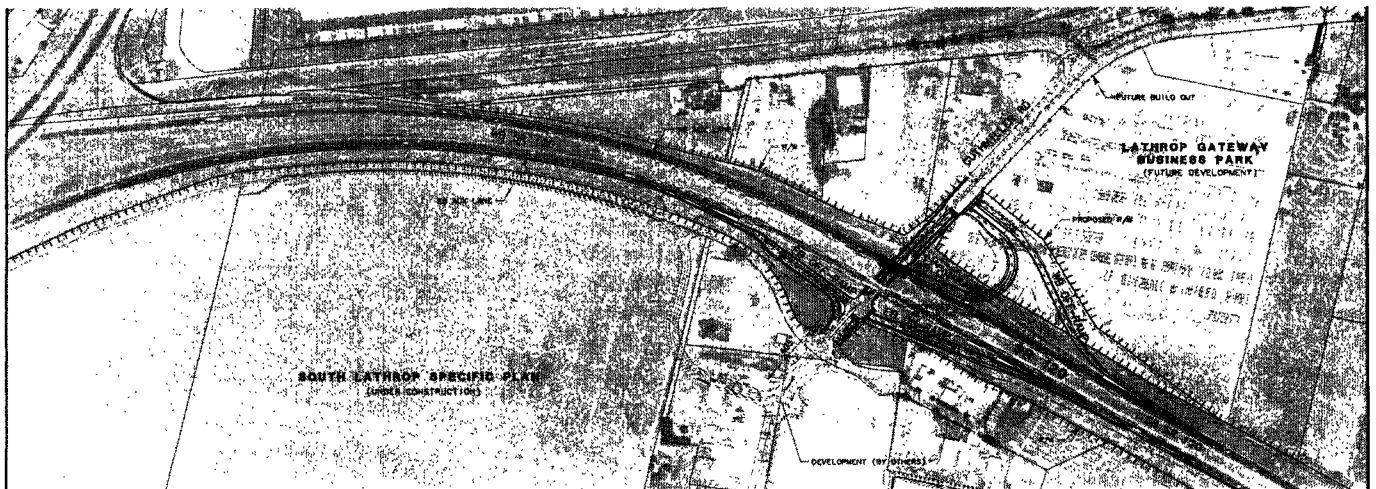
CLIENT CONTACT
Name: Michael King
Phone: (209) 941-7430
Email: mking@ci.lathrop.ca.us

CONTRACT AMOUNT
\$77,828

PERIOD OF PERFORMANCE
2016 - 2019

KEY PROJECT ELEMENTS

- City of Lathrop project delivery
- PSR-PDS
- Encroachment Permit
- Interchange capacity and functionality improvements
- Caltrans facility design
- Traffic evaluation (TEPA)





SR-120/UNION ROAD INTERCHANGE

City of Manteca

Mark Thomas was selected to design and reconfigure the SR-120/ Union Road Interchange in the City of Manteca. **This unique project features the first DDI designed in the state.**

This interchange was originally designed to be reconfigured to add additional traffic capacity and improve operations and functionality. The City had previously environmentally cleared a partial cloverleaf (L-9) configuration, but due to funding constraints, this configuration became no longer feasible.

Our staff worked closely with the City of Manteca and Caltrans District 10 on the preparation of the project approvals including a new Geometric Approval Drawing (GAD), a Supplemental Project Report, and an Environmental Re-Evaluation. The new DDI configuration is not currently in the HDM - our team coordinated with Caltrans District 10 and Headquarters to gain acceptance of the GAD.

We also developed the concept for a grade separated Class I bike path through the new interchange to eliminate all bicycle/vehicle conflict points as Union Road is a key crossing of SR-120. The new Class I path will provide a 12-foot wide trail passing underneath new slab bridge structures constructed along the entrance/exit ramps and over SR-120 on the overcrossing.

The project began construction in June 2019 and is anticipated to be complete in Fall 2020.

CONTRACTING AGENCY
City of Manteca

CLIENT CONTACT
Kosun Kim
Phone: (209) 456-8419
Email: kkim@ci.manteca.ca.us

CONTRACT AMOUNT
\$2,586,216.00

PERIOD OF PERFORMANCE
2015-Ongoing

KEY PROJECT ELEMENTS

- Interchange capacity and functionality improvements
- Bicycle and pedestrian facilities
- Supplemental Project Report and Environmental Document
- Caltrans facility design
- Caltrans project development process
- Construction staging
- Utility coordination and relocation





I-580 & I-205 MOUNTAIN HOUSE PARKWAY INTERCHANGE IMPROVEMENTS

City of Tracy

Mark Thomas is leading the PA&ED phase, including Project Report, environmental document and technical studies, and traffic analysis for the interchange upgrades and improvements on I-580 and I-205 at Mountain House Parkway in San Joaquin County. The purpose of these projects is to reduce congestion, increase capacity and improve local circulation and functionality at both interchanges to accommodate increased traffic volumes.

The project at I-580/International Parkway-Patterson Pass Road will improve the existing compact diamond (Type L-1) interchange by constructing a DDI. Improvements includes widening the overcrossing to four lanes, adding sidewalks and bicycle facilities, widened on-ramps with ramp metering, and updated traffic signals at the ramp intersections. The project also adds an auxiliary lane for the westbound off-ramp and widens Patterson Pass Road to the south of I-580.

The project at I-205 /Mountain House Parkway-International Parkway will convert the existing compact diamond (Type L-1) interchange into a partial cloverleaf interchange (Type L-9). Project improvements consist of realigning the westbound exit ramp, westbound slip entrance ramp, and eastbound entrance ramp; adding a new westbound loop entrance ramp on the north side of I-205; restriping the overcrossing and widening Mountain House Parkway-International Parkway to south and north of I-205. A new Class 1 path is provided along the northbound side of Mountain House Parkway and passes under new slab bridge structures constructed along the westbound exit ramp and new westbound entrance ramp.

CONTRACTING AGENCY

City of Tracy

CLIENT CONTACT

Robert Armijo

Phone: (209) 831-6452

Email: robert.armijo@ci.tracy.ca.us

CONTRACT AMOUNT

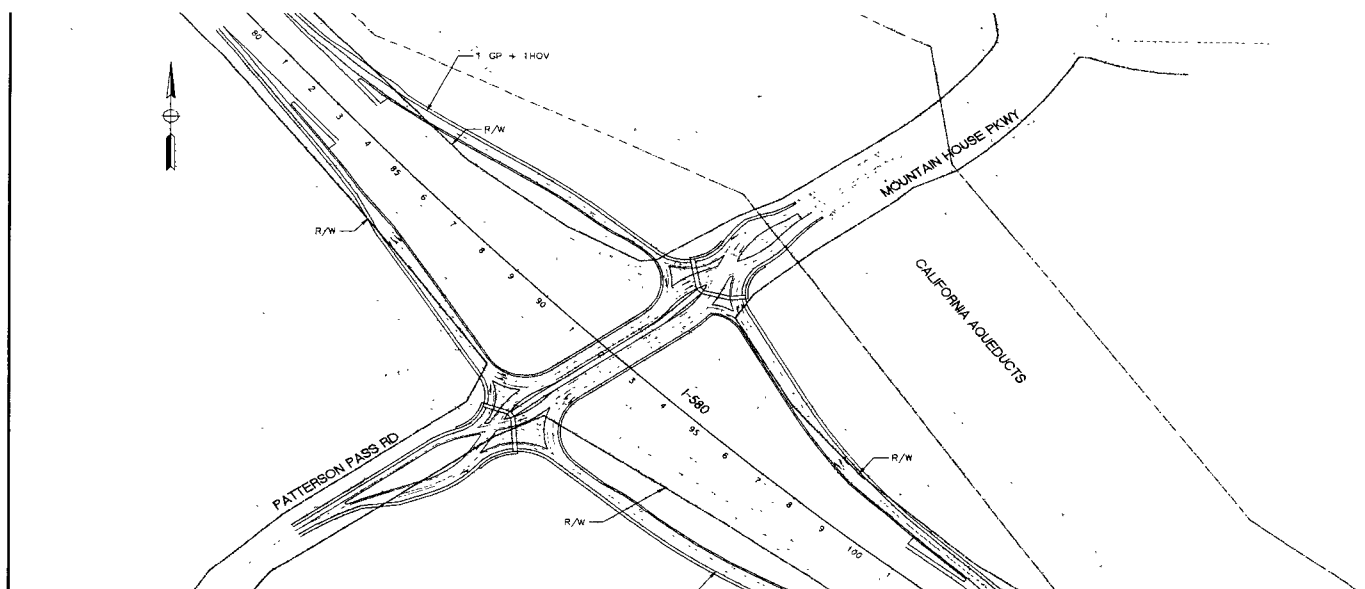
\$4,298,036

PERIOD OF PERFORMANCE

2017 - Ongoing

KEY PROJECT ELEMENTS

- Interchange capacity and functionality improvements
- Bicycle and pedestrian facilities
- Right of way evaluation
- Caltrans Project Report and CEQA/NEPA Document
- FHWA Modified Access Report
- New FHWA HSM Safety analysis
- Traffic accommodation
- Construction staging
- Utility coordination

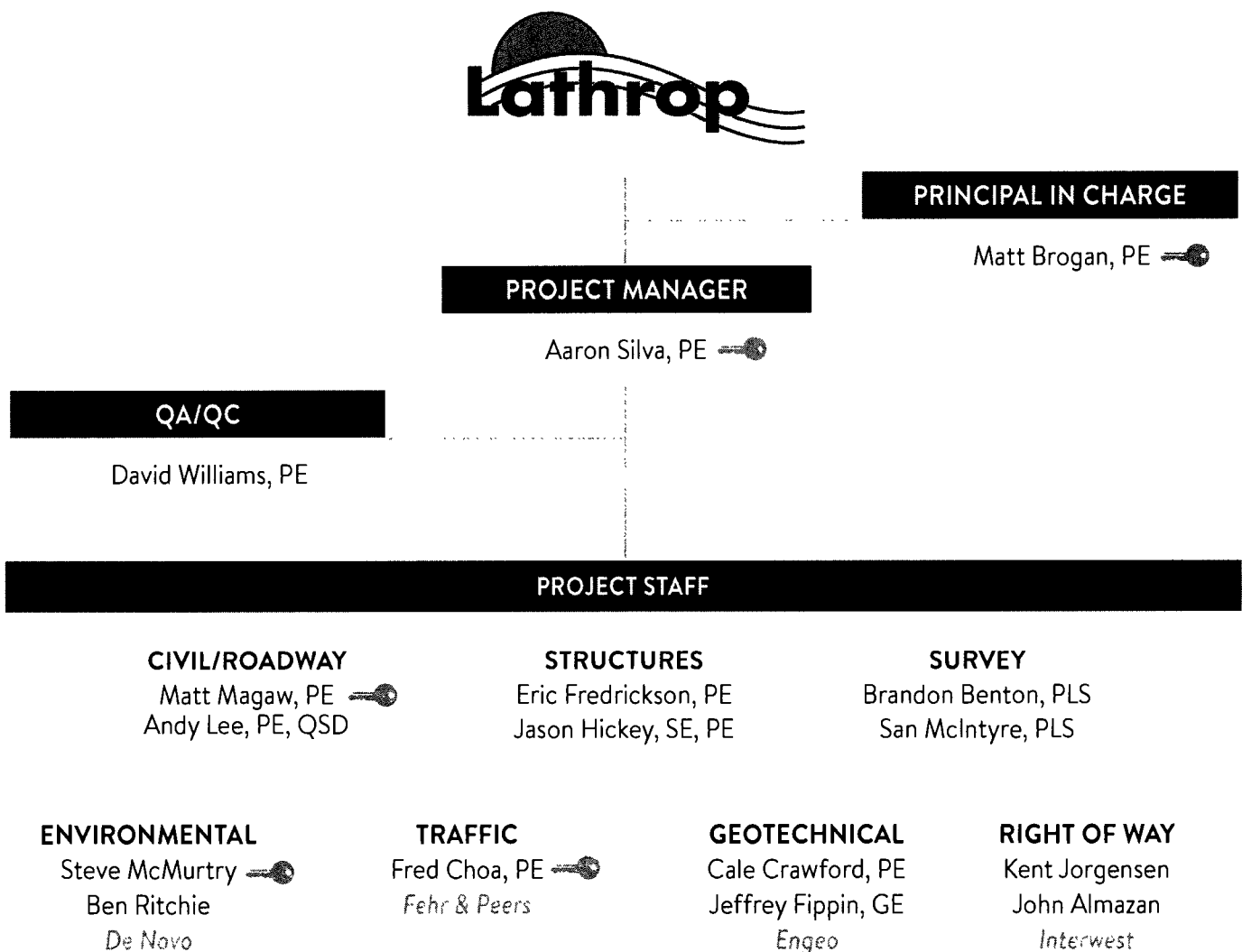




TEAM ORGANIZATION

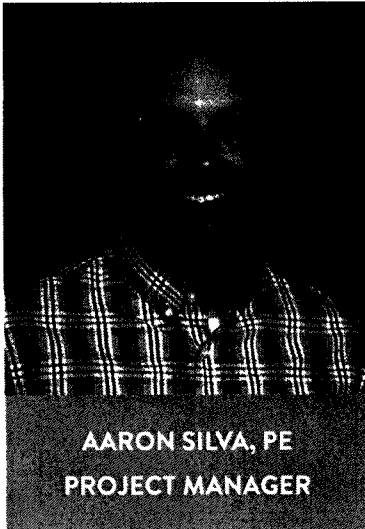
We have selected a team of highly qualified firms and individuals that have experience working with the City, Caltrans, local agencies, and key stakeholders. Our team’s expertise includes working with local public agencies to plan and design interchange, highway and corridor improvements, Caltrans facilities, and bicycle and pedestrian accessibility and connectivity improvements.

Our team of key staff, support staff and subconsultants are dedicated to the successful delivery of your project. We commit to the City that no person designated as “key” to this project will be removed or replaced without the prior written concurrence of the City.








KEY STAFF OVERVIEW



AARON SILVA, PE
PROJECT MANAGER

Our team will be led by Aaron Silva, who has more than 13 years of professional engineering experience in design and delivery of transportation projects and will lead design phase task orders for the Mark Thomas Team. He is knowledgeable in both local agency and Caltrans design standards and has successfully delivered projects with sensitive and significant public outreach efforts.

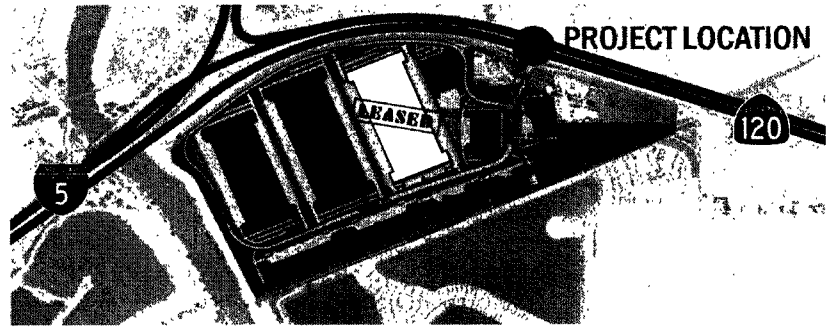
Aaron has worked with the City on various projects. He led the previous project phase and will remain our project manager for the PA&ED phase. Aaron has a depth of experience managing and designing Caltrans interchange, local roadway, and active transportation projects. He has worked extensively with Caltrans District 10 project managers and functional units to deliver interchange modifications. Through his experience, he has gained a strong understanding of City policies, procedures and preferences - this will result in a streamlined and effectively led project during this next phase of delivery.

KEY STAFF	RELEVANT EXPERIENCE
 <p>Matt Brogan, PE Principal in Charge</p>	<p>Matt brings a thorough understanding of project delivery from inception to completion. He has a long history of delivering federally-funded projects that require Caltrans Local Assistance and federal processing. He also has in-depth knowledge of the associated utility relocation and “Buy America” requirements. Matt’s experience includes managing the entire design effort with full multi-disciplined teams, as well as projects that include agency participation, specifically counties, that completed a portion of the design and approval effort in house.</p>
 <p>Matt Magaw, PE Civil/Roadway Lead</p>	<p>Matt has more than seven years of experience in municipal and transportation engineering projects. His experience includes developing geometric design, drainage design, utility coordination and the preparation of PS&E. In addition to his thorough technical experience, Matt is very familiar with the federal funding guidelines that are outlined in the Caltrans LAPM and the Caltrans Local Assistance Program Guidelines.</p>
 <p>Steve McMurtry Environmental Lead</p>	<p>Steve brings expertise in project management, preparation of environmental documents, land use plans, air quality modeling, biological assessments, LESEA modeling and regulatory permitting. He has extensive experience preparing environmental documents and obtaining regulatory permits for state and federally funded projects, including projects within the State Highway System.</p>
 <p>Fred Choa, PE Traffic Lead</p>	<p>Fred has more than 25 years of experience in transportation and traffic engineering and has worked with Mark Thomas on numerous similar interchange and transportation improvement projects, including I-205 Mountain House Parkway Interchange Improvements in Tracy, the SR-120/Union Road Interchange in Manteca and the SR-88/Pine Grove Corridor in Amador County. His expertise in traffic forecasting will be key in supporting our approach to an expedited schedule and streamlined costs.</p>



PROJECT UNDERSTANDING AND APPROACH

The City is experiencing record growth from the fast pace development within the South Lathrop Specific Plan (SLSP) area. The Yosemite Avenue interchange serves as a critical connection to SR-120 and I-5 to service the development of the TriPoint Logistics Center (being developed by Crow Industrial Holdings) to the south and the Lathrop Gateway Business Park (being developed by Phelan Development) to the north.

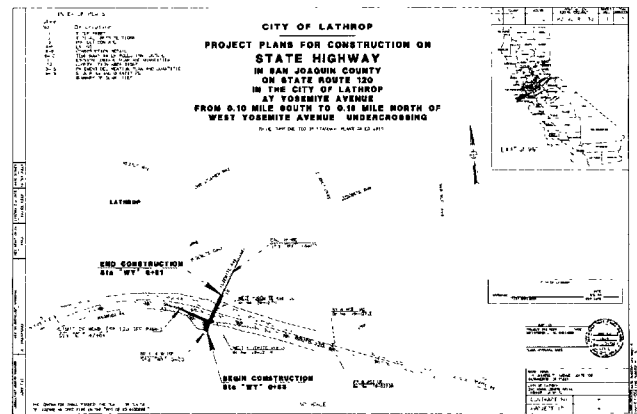


Completing the PA&ED phase for the interchange will result in the approval of key transportation infrastructure in the area to support these growing distribution and fulfillment center developments. The City would like to fast track the project to meet needs of the adjacent development. *Mark Thomas is in a unique position to do this as we have already advanced an early work package to meet the immediate needs with the development and construction of the Wayfar distribution center.*

The existing SR-120/Yosemite Avenue interchange is a Type L-1 (tight diamond) configuration with stop-controlled ramp intersections. Mark Thomas worked with the City and Crow Holdings to develop construction documents for the early work package. This work package was approved through a Caltrans Encroachment Permit and widened Yosemite Avenue/Guthmiller Road to provide left turn pockets to serve as storage for the freeway on-ramps. The eastbound off-ramp was also widened to include additional lanes and a free-right turn movement to the TriPoint development. The traffic demand is unique in that a lot of the heavy truck movements occurs during off-peak hours to serve the delivery needs of the adjacent development. As traffic increases the interchange will need additional lanes under SR-120, traffic signals, and additional ramp improvements. At full build-out, the westbound ramps will need to be relocated to accommodate a southbound loop on-ramp. The Mark Thomas team has coordinated the trigger points for the various phases of construction which is outlined in more detail in our project approach.

Our approach to delivering the PA&ED phase for the Yosemite Avenue interchange will be to build from our Final PSR-PDS approved in 2019 and prepare an Environmental Document and Project Report, leveraging the efficiencies of the project team to the benefit of the City. The Mark Thomas team is intimately familiar with the project from developing the planning documents, familiarity with the Caltrans reviewers assigned to the project, and delivering the first phase through a Caltrans Encroachment Permit. These efficiencies will come with the coordination of reviews/meetings with the PDT, development of the traffic analysis, and environmental technical studies.

Mark Thomas has worked closely with project stakeholders including the City, Caltrans District 10, City of Manteca, San Joaquin County, and the San Joaquin Council of Governments (SJCOG) on several projects. *Our work with staff from these agencies has built a strong level of trust that will enable our team to effectively communicate ideas, mitigate project risks, and efficiently gain project approvals.* Our expertise with the Caltrans HDM and geometric design is unmatched. Our ability to deliver sound designs that meet current design standards and our familiarity with Caltrans District 10 staff will be key in setting the required environmental footprint during this phase of work and sets the stage for final PS&E.





ACCELERATING THE PROJECT DELIVERY SCHEDULE

Mark Thomas has a proven approach to quality, budget and schedule control. This process starts at the beginning with our team selection. We have hand selected a team of experts that has extensive knowledge of the Caltrans project development process, specific corridor experience with District 10, interchange design expertise, and history working with the City. Our team is fully available to meet the City's schedule to deliver this important phase of the project, delivering final Project Approval and Environmental Document by the end of 2021.

Mark Thomas

Mark Thomas has a long history servicing the City delivering a wide range of transportation projects. Our Project Manager, Aaron Silva, recently completed the City's Yosemite Avenue interchange PSR-PDS and Encroachment Permit project. That project required the close coordination of the same major stakeholders anticipated for the development of this phase of work including City staff, Caltrans D10, and developers adjacent to the project area. Mark Thomas, along with Fehr & Peers, have been involved in the planning, design, and construction of 15 projects involving Caltrans District 10 oversight and approvals.

Fehr & Peers

Fehr & Peers has a long history of delivering projects with the City and Caltrans District 10 and is an exclusive member to the Mark Thomas team. They are currently assisting Caltrans streamlining their traffic analysis procedures to create a more efficient review and approval process. Fehr & Peers completed the Traffic Engineering Performance Assessment (TEPA) for the Yosemite Avenue interchange and has existing traffic counts from October 2019 at the study intersections. This information will be critical to validating the existing conditions and moving into traffic forecasting.

De Novo Planning Group

De Novo Planning prepared the approved Preliminary Environmental Assessment Report (PEAR) as part of the PSR-PDS which includes the Environmental Study checklist. De Novo also prepared the Final Environmental Impact Report of the SLSP. Their familiarity with the project area and Caltrans process means we can hit the ground running on the environmental process once given the Notice to Proceed. Steve McMurtry will be leading the effort and brings invaluable knowledge of the project area to the team.

MANAGING THE PROJECT APPROVAL PROCESS

Our general approach to the completion of the PA&ED Phase will consist of the following general steps.

- Step 1 – Develop Traffic Forecasts and Traffic Operations Analysis Report
- Step 2 – Refine Project Alternatives
- Step 3 – Develop Environmental Technical Studies and Document
- Step 4 – Develop Project Report

Step 1 – Develop Traffic Forecasts and Traffic Operations Analysis Report

The main advantage of the Mark Thomas team is that we have recent and relevant experience working to approve traffic studies within Caltrans District 10. We have recently completed Traffic Operations Analysis Reports for the SR-120/Union Road Interchange in the City of Manteca, the SR-99/SR-120 Interchange for SJCOG, and both the I-250 and I-580 interchanges on International Parkway in the City of Tracy. The Yosemite Avenue Interchange will be identical, and we will leverage this recent experience for the benefit of the City.

Fehr & Peers collected existing traffic counts in October 2019 for the study intersections. Having Pre-COVID traffic counts is a significant benefit to the project and is a critical first step in the traffic approval process. The next steps following the validation of the existing conditions will be to determine our Design Year (2045), Construction Year (anticipated 2022), and any Interim Years (for potential project phasing). It is important to note that we will need to show that operations will function for a minimum of 10 years for any interim phases.



As we work through the traffic analysis, it will be important to review the potential for Interim vs. Ultimate and the near-term phasing of the TriPoint and Gateway developments. As part of the Capital Facilities Fee program, Fehr & Peers evaluated trip generations and operations for the two developments. As we work with the City to develop the traffic operations analysis, we will need to keep this near-term phasing in mind with the goal of providing 10 years of useful operations within the phase.

SLSP Trip Generation

Land Use	Quantity (1,000 sqft)	ITE Land Use Code	Peak Hour Trip Rate ¹			Trips								
			AM	PM	Daily	AM Peak Hour			PM Peak Hour			Daily		
						In	Out	Total	In	Out	Total	In	Out	Total
High Cube Warehouse	3,650,000	152	0.09	0.10	1.44	227	102	329	113	252	365	2,628	2,628	5,256
General Light Industrial	1,200,000	110	0.92	0.97	6.97	972	132	1,104	139	1,025	1,164	4,182	4,182	8,364
Total	4,850,000					1,199	234	1,433	253	1,276	1,529	6,810	6,810	13,620

Notes:
1 Trip rates from Trip Generation (ITE, 9th Edition - 2012)
Source: Fehr & Peers, February 2018

- 75% Warehousing
- 25% Industrial

LGBPSP Trip Generation

Land Use Category	Net Acreage	FAR Range	FAR Average	Units	Quantity	Daily Trips	Weekday AM Peak Hour Trips			Weekday PM Peak Hour Trips		
							Total	In	Out	Total	In	Out
Office Commercial (SCF)												
Office Park (25%)	20.76	0.15 to 0.66	0.43	KSF	380	4,308	580	400	67	416	29	387
Industrial Park (75%)	80.28	0.15 to 0.66	0.43	KSF	1,186	3,929	496	376	80	486	88	348
Office Commercial Subtotal	101.04				1,566	8,237	1,076	776	147	902	117	735
General Industrial (IG)												
Industrial Park (25%)	41.88	0.15 to 0.66	0.43	KSF	776	2,822	311	232	56	311	65	246
High Cube Warehouse (75%)	124.65	0.15 to 0.66	0.43	KSF	2,335	3,392	310	145	65	234	72	161
General Industrial Subtotal	166.53				3,111	6,214	621	377	121	545	137	407
Shopping Center (SC)												
Office Park (25%)	14.62	0.20 to 0.80	0.30	KSF	190	7,173	179	111	68	724	347	376
Office Park (75%)	45.88	0.20 to 0.80	0.30	KSF	669	6,299	819	729	80	829	43	688
Commercial Office Subtotal	60.50				859	13,472	998	840	148	1,553	390	1,064
Total Trips						27,681	2,848	2,113	433	2,768	658	2,165
Production for Trip Internalization (within the SP area)						2,077	82	28	38	196	78	78
Net "External" Trip Generation						25,604	2,766	2,085	405	2,602	580	2,087
Trips by Trip Reduction for Retail Commercial Uses (20% of Shopping Center Trips)						21,430	25	11	10	144	72	72
Total "New External" Trips						4,174	2,436	2,069	387	2,460	508	1,985

Notes:
1 FAR = 1,000 square feet of units per acre. FAR = floor area ratio.
2 Trip generation information was developed using the vehicle registration data provided in the ITE Trip Generation 9th Edition (2012).
3 Values were rounded from the ITE Trip Generation Handbook Table 2004, pg. A7.14 based on column values. Values are based on trip percentage.
4 External trip rates are calculated using methodology described in ITE Trip Generation Handbook Table 2004. Refer to the Appendix Table 1 for trip reduction breakdown.

- 43% Warehousing
- 36% Industrial
- 17% Office Park
- 4% Retail / Commercial

Finally, one of the key advantages of the Mark Thomas team is our ongoing work with Caltrans District 10. As previously mentioned, we are actively going through the approval process with the District 10 Traffic staff on multiple projects, and we understand what is needed to gain their approvals. This includes the stepped approach of approving existing conditions and forecasting methodology before any work is started on the operations analysis. They will be very interested in how we approach our forecasting, which will need to use the SJCOG "Tri-County" Model, and how we may approach any proposed phasing. *Our ability to interact with District 10 staff is a key advantage of the Mark Thomas Team that will result in timely project approvals.*

Step 2 – Refine Project Alternatives

Following the development of the traffic operations, Mark Thomas will begin to refine the overall geometric design for the interchange. Several alternatives were discussed in the PSR-PDS, however we will work with the City to reduce the number of alternatives evaluated, as discussed below.

Specific Plan Mitigation Measures

The SLSP Environmental Impact Report identified several interchange improvements as part of the Transportation and Circulation Mitigation Measure 3.14-13:

1. Install traffic signals at both ramp terminals
2. Widen eastbound/westbound off-ramps
3. Widen eastbound/westbound on-ramp to include 2 general purpose lanes plus 1 HOV bypass.
4. Widen Yosemite Avenue to 4-lanes
5. Widen Yosemite Avenue to 6-lanes (including tieback walls) and construct a westbound loop on-ramp (Ultimate Interchange Type L-7).

These improvements are consistent with Alternative 1 from the PSR-PDS and based on our analysis will be required at different levels of build-out of the Specific Plan. Other geometric alternatives required by Caltrans in the PSR-PDS are not consistent with these mitigation measures.



Alternatives Evaluated during PSR-PDS

Alternative 1 is the locally preferred alternative as it provides operational benefits and increases weaving distance along westbound SR-120 between Yosemite Avenue Interchange and I-5. In addition to the Alternative 1 – Type L-7 interchange configuration, two other build alternatives were considered: Alternative 2 – Westbound SR-120 Type L-9 and Alternative 3 – Diverging Diamond Interchange. We will evaluate these alternatives within the traffic study and we will dismiss during Draft PR if these alternatives do not effectively meet the objectives of the purpose and need.

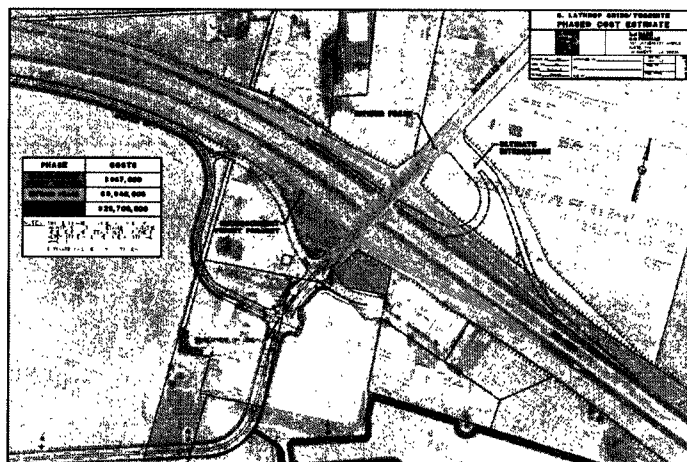
Alternative 2 and Alternative 3 do not improve weaving distance on SR-120 between the Yosemite Avenue interchange and the I-5 freeway-to-freeway interchange. These alternatives may require additional right of way acquisition west of the interchange and may impact the Union Pacific Railroad (UPRR) structure west of the project site.

As part of the Caltrans Intersection Control Evaluation (ICE) initiative, a preliminary screening of intersection control alternatives must be completed, and an engineering analysis and cost-benefit comparisons of the feasible options performed. Roundabouts may be feasible at the ramp terminals, but the high percentage of truck traffic may require a large inscribed circle diameter for truck off-tracking. A large diameter roundabout coupled with tight right of way constraints may make this option challenging.

Phasing Strategy

There are separate triggers for building the interchange improvements prior to the ultimate improvements and; therefore, should be separated into three phases:

1. Phase 1 Improvements (50%) of South Lathrop Specific Plan;
2. Phase 2 Improvements (100%) of South Lathrop Specific Plan; and
3. Ultimate Improvements - Required to increase weaving distance on WB SR 120 as a result of SLSP and LGBPSP project trips (cars and trucks) entering freeway and weaving to continue to I-5 and I-205 towards the San Francisco Bay Area



As part of the project development process, the need for a westbound auxiliary lane will be evaluated. Currently there is 1,400 feet between the westbound on-ramp and northbound I-5 connector. The traffic analysis will determine if the Phase 1 improvements will require the construction of the auxiliary lane.

Step 3 – Develop Environmental Technical Studies and Document

Following the development of the project description, De Novo will complete the technical studies and environmental documentation for the project. The interchange is anticipated to require an Initial Study/Mitigated Negative Declaration for CEQA and a Routine Environmental Assessment/Finding of No Significant Impact for NEPA (if Federal funding is introduced into the project). The PEAR identified several technical studies including Cultural, Biological, Hazardous Materials, Noise, and Air Quality. A Biological Assessment with Section 7 consultation with the US Fish and Wildlife Service (USFWS) may be required if federally protected special-status species are affected. Initial screening has determined that the occurrence of protected species within the project area are low.

Step 4 – Develop Project Report

Mark Thomas will develop the Project Report (PR) to provide formal Caltrans approval of the interchange design. The PR will summarize the traffic analysis, geometric information, structures Advance Planning Studies, Design Standard Decision Document (DSDD) for non-standard features, right of way information, utility impacts, and overall project costs. Traffic and geometric information will be provided for any phasing plans as well.



TRUSTED EXPERTS

Mark Thomas has a significant amount of experience in delivering Caltrans interchange projects for local agencies. Through this experience, we have developed a management approach that will fit the needs of both the City and Caltrans. This includes understanding the needs of both agencies and finding the best path to project delivery and success. Some key elements include:

Utilizing Previous Experience and Contacts

Through our significant experience, we have numerous examples of previous project designs that we can leverage for use on this project. We also have established relationships with Caltrans District 10 and Central Region that will facilitate project approvals.

Managing Risk

A Risk Matrix will be prepared to identify project elements that could impact the budget, schedule, and scope during the refinement of the roadway geometrics, analysis right of way and utility constraints, and environmental assessment. The risk matrix will identify the probability of occurrence (high, med, low) and should continue for the life of the project as the risks can change as the project matures or anticipated risks disappear. Avoidance and mitigation measures can be developed by the Project Development Team (PDT) to reduce the overall risk to the project. An example of this would be developing a strategy to proceeding with federal funding for construction. If federal funding is anticipated, moving forward with NEPA technical studies early will create efficiency in environmental approvals and project schedule.

Critical Path Schedule Management

Aaron Silva will develop a detailed Critical Path Method (CPM) project schedule to break down tasks into a logical sequence of activities. Key milestone activities, such as deliverable dates, will be incorporated with appropriate agency review times. Once approved by the City, Aaron will distribute the baseline project schedule to the PDT. Aaron will update the schedule monthly (or more often, depending on project drivers) to show physical percent complete of each activity and incorporate any modifications to the baseline schedule. He will proactively manage the schedule, constantly tracking the critical path items and mitigating deviations from the schedule as changes occur.

Mark Thomas Quality Assurance and Quality Control Program

Mark Thomas firmly believes that Quality Assurance/Quality Control (QA/QC) is a company wide effort. Throughout the project, we will implement a QA/QC program in accordance with our Quality Management Manual. This document clearly defines our quality management system and dictates implementation of the Company's quality policies at all levels. All Mark Thomas Team members will adhere to this Plan. Each of our respective firms supports the idea that it is our responsibility to produce high-quality products that will result in developing a clearly defined and cost-effective project.

The Mark Thomas team will operate under a Total Quality Management system of which a specific Quality Control Plan is only a part of the overall system. The Total Quality Management program is a continuous process, used not just at project milestones, but daily as work flows from desk-to-desk, discipline-to-discipline, and consultant-to-client.

Mark Thomas' reputation has been built upon the delivery of high-quality services to our clients. The production of these high-quality deliverables is founded upon documented procedures and design practices for a system of independent checking and reviews that are implemented on all our projects.

Recognizing the design consultant's responsibility for the accuracy and completeness of the plans and other design documents, Mark Thomas and each of its subconsultants are dedicated to their established programs of strict quality assurance and control. These programs assign specific individuals to, and define the requirements for, quality control activities.



SCOPE OF WORK

Mark Thomas will follow the scope of work below for the SR-120/Yosemite Avenue Interchange project for the City of Lathrop. In the performance of this scope of services, Mark Thomas will diligently perform this scope of work and will be responsible for items of work under this contract to the extent that issues arising from the performance of these services are within our reasonable control, and the Mark Thomas' obligation to indemnify and defend are limited to the extent actually caused by Mark Thomas.

The following scope has been abbreviated to an outline format to comply with the City's required page limit. However, we have prepared a full, detailed scope that is included with our fee proposal for your consideration.

SR 120 AND YOSEMITE AVENUE INTERCHANGE	
TASK DESCRIPTION	TASK DESCRIPTION
<p>TASK 1 PROJECT MANAGEMENT</p> <p>Task 1.1. Caltrans Project Development Team Meetings Mark Thomas will establish a Caltrans Project Development Team (PDT) including members of the design team, City, Caltrans, and other individuals critical to the project delivery. When required, Mark Thomas can facilitate virtual meetings.</p> <p>Task 1.2. Quality Assurance /Quality Control</p> <p>Task 1.3. Additional Caltrans Coordination This task includes non-PDT meetings with Caltrans that focus on one subject matter, rather than including the entire PDT team. We have assumed up to six Caltrans focus meetings on subjects such as Traffic Operations, Environmental technical studies, or Design.</p>	<p>TASK 4 ENVIRONMENTAL DOCUMENT</p> <p>Task 4.1. Technical Studies</p> <ul style="list-style-type: none"> • Natural Environmental Study Minimal Impacts • Cultural Studies - Historic Properties Survey Report/ Archaeological Survey Report and AB52 Consultation • Noise Study • Air Quality Impact Assessment/Indirect Source Review and Permitting. <p>Task 4.2. Phase 1 Initial Site Assessment</p> <p>Task 4.3. Environmental Document</p>
<p>TASK 2 DATA COLLECTION</p> <p>Task 2.1. Data Collection</p> <p>Task 2.2. Photogrammetry & Control Surveys</p> <p>Task 2.3. Supplemental Topographic Surveys</p> <p>Task 2.4. Record Research</p> <p>Task 2.5. Utility Coordination</p>	<p>TASK 5 PROJECT REPORT</p> <p>Task 5.1. Cost Estimates</p> <p>Task 5.2. Traffic Management Plan</p> <p>Task 5.3. Risk Management Plan</p> <p>Task 5.4. Project Report</p>
<p>TASK 3 PRELIMINARY ENGINEERING</p> <p>Task 3.1. Traffic Analysis</p> <p>Task 3.2. Geometric Approval Drawings</p> <p>Task 3.3. DIB 78/Design Decisions (DSDD)</p> <p>Task 3.4. Structure Advance Planning Studies</p> <p>Task 3.5. Drainage Report</p> <p>Task 3.6. Storm Water Data Report</p> <p>Task 3.7. Landscape Assessment</p> <p>Task 3.8. Right of Way Data Sheet</p> <p>Task 3.9. Utility Conflict Analysis</p> <p>Task 3.10. Geotechnical Reports</p> <p>Task 3.11. Life Cycle Cost Analysis</p>	<p>TASK 6 OPTIONAL TASKS</p> <p>Task 6.1. Prepare Section 4F Evaluation</p> <p>Task 6.2. Biological Assessment</p> <p>Task 6.3. Water Quality Assessment Report/Tech Memo</p> <p>Task 6.4. Aquatic Resources Delineation/Regulatory Permits</p> <p>Task 6.5. Noise Abatement Decision Report (NADR)</p>

Move Forward



 **MARK**
 **THOMAS**

SACRAMENTO

701 University Avenue, Suite 200
Sacramento, CA 95825 • (916) 381-9100

San José • Carmel • Cupertino • Fresno • Inland Empire • Irvine
Lakewood • Oakland • Roseville • Sacramento • San Carlos • Walnut Creek

ITEM 4.19

CITY MANAGER'S REPORT NOVEMBER 9, 2020 CITY COUNCIL REGULAR MEETING

ITEM: **ACCEPT IMPROVEMENTS FOR CIP GG 10-17 RETAINING WALL AND LANDSCAPING AT TOWNE CENTRE DRIVE AND VILLAGE AVENUE FROM ODYSSEY ENVIRONMENTAL SERVICES, INC.**

RECOMMENDATION: **Adopt a Resolution Accepting Improvements from Odyssey Environmental Services, Inc. for the CIP GG 10-17 Retaining Wall and Landscaping at Towne Centre Drive and Village Avenue and Authorize the Filing of a Notice of Completion and Release of Contract Retention**

SUMMARY:

Staff requests that City Council adopt a resolution accepting the improvements completed pursuant to CIP GG 10-17 Retaining Wall and Landscaping at Towne Centre Drive and Village Avenue from Odyssey Environmental Services, Inc. (Odyssey). The final contract amount with Odyssey for the Project is \$274,690. Staff also requests that City Council authorize a Notice of Completion to be filed with the San Joaquin County Clerk and release of contract retention to Odyssey in the amount of \$27,469 within 45 days after recording the Notice of Completion.

BACKGROUND:

Capital Improvement Project GG 10-17 Retaining Wall and Landscaping at Towne Centre Drive and Village Avenue (Project) was included in the approved Fiscal Year 2020/21 budget. The project scope included landscaping for the previously-constructed Towne Center retaining wall and for the access corridor connecting Village Avenue to Johnson Ferry Road.

At the April 13, 2020 City Council Meeting, Council approved a construction contract with Odyssey in the amount of \$271,549 and authorized a 10% contingency in the amount of \$27,155 for staff to use as necessary to achieve the goals of the project. The total construction budget for the project was \$298,704. During construction, contract amendments totaling \$3,141 were issued for a final contract amount of \$274,690.

Staff is requesting City Council adopt a resolution accepting the improvements associated with the Project from Odyssey. Staff is also requesting authorization to file a Notice of Completion with the San Joaquin Recorder/County Clerk's Office and release contract retention to Odyssey in the amount of \$27,469 within 45 days after recording the Notice of Completion.

CITY MANAGER’S REPORT **PAGE 2**
NOVEMBER 9, 2020 CITY COUNCIL REGULAR MEETING
ACCEPT IMPROVEMENTS FOR CIP GG 10-17 RETAINING WALL AND
LANDSCAPING AT TOWNE CENTRE DRIVE AND VILLAGE AVENUE FROM
ODYSSEY ENVIRONMENTAL SERVICES, INC.

Prior to releasing contract retention, City staff will require the contractor to furnish a one (1) year warranty bond that will begin on the date of project acceptance and provide all lien releases for the materials supplied and completed work.

Project Costs are as follows:

A. Construction Contract Amount	\$298,704
B. Approved Change Orders	\$ -
C. Design, Construction Management, Inspection, Testing & Miscellaneous Project Management	\$149,300
Total Project Costs	\$448,004
Total Budget Amount	\$450,000

The project has been completed within the available budget and original contract time frame and in accordance with the plans, specifications, and City of Lathrop standards. The project costs reflected in the table have captured all expenditures to date. The project may incur additional costs during the project closeout process, including the warranty period.

REASON FOR RECOMMENDATION:

The Project was completed by Odyssey per the contract documents, inspected by City staff and meets the satisfaction of the Director of Public Works. City Council’s acceptance of these improvements and authorization to file a Notice of Completion will allow release of retention to Odyssey as required by the contract documents and the City Municipal Code.

FISCAL IMPACT:

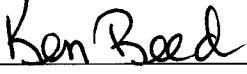
The final construction contract amount for the Project CIP GG 10-17 is \$274,690. Adequate funds have been allocated in the FY 20/21 budget to close out the project. With the completion of this project, staff requests that unused funds be transferred back into the General Fund (1010).

ATTACHMENTS:

- A. Resolution Accepting Improvements Completed Pursuant to the CIP GG 10-17 Retaining Wall and Landscaping at Towne Centre Drive and Village Avenue from Odyssey Landscaping Company, Inc. and Authorize the Filing of a Notice of Completion and Release of Contract Retention
- B. Notice of Completion

**CITY MANAGER'S REPORT
NOVEMBER 9, 2020 CITY COUNCIL MEETING
ACCEPT IMPROVEMENTS FOR CIP GG 10-17 RETAINING WALL AND
LANDSCAPING AT TOWNE CENTRE DRIVE AND VILLAGE AVENUE**

APPROVALS:



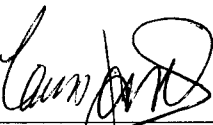
Ken Reed
Senior Construction Manager

10-29-2020
Date



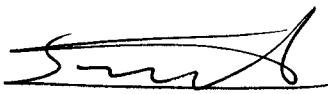
Michael King
Public Works Director

10-30-2020
Date



Cari James
Finance and Administrative
Services Director

11/2/2020
Date



Salvador Navarrete
City Attorney

10-29-2020
Date



Stephen J. Salvatore
City Manager

11.2.2020
Date

RESOLUTION NO. 20 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING IMPROVEMENTS CONSTRUCTED BY ODYSSEY ENVIRONMENTAL SERVICES, INC. (ODYSSEY), FOR CIP GG 10-17 RETAINING WALL AND LANDSCAPING AT TOWNE CENTRE DRIVE AND VILLAGE AVENUE, AUTHORIZING THE FILING OF A NOTICE OF COMPLETION AND RELEASE OF CONTRACT RETENTION

WHEREAS, City Council approved CIP GG 10-17 Retaining Wall and Landscaping at Towne Centre Drive and Village Avenue (Project) to provide landscaping for the Towne Centre retaining wall and entry median, a private development component of Tract 3410; and

WHEREAS, contract plans and specifications for the project were completed in March, 2020 and were advertised in March 2020; and

WHEREAS, on April 13, 2020, the City Council approved a construction contract for the Project with Odyssey in the amount of \$271,549; and

WHEREAS, the total change orders processed for the Project in the amount of \$3,141 for a total contract amount of \$274,690; and

WHEREAS, Odyssey completed construction of the Project; and

WHEREAS, staff has inspected the improvements and has deemed these improvements complete and in accordance with the approved plans and specifications; and

WHEREAS, the final construction contract amount for the Project is \$274,690; and

WHEREAS, the budget for the Towne Centre Retaining Wall Landscape CIP GG 10-17 was sufficient to fund the project.

WHEREAS, the project costs reflected in the table have captured all expenditures to date. The project may incur additional costs during the project closeout process, including the warranty period.

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby accept the improvements of the Towne Centre Retaining Wall Landscape CIP GG 10-17 constructed by Odyssey; and

BE IT FURTHER RESOLVED, the City Council of the City of Lathrop does hereby authorize the filing of a Notice of Completion with the San Joaquin County Clerk and the release of contract retention to Odyssey, in the amount of \$27,469 within forty-five days after the recording of the Notice of Completion; and

The foregoing resolution was passed and adopted this 9th day of November 2020, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

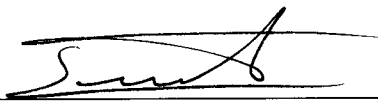
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

RECORDING REQUESTED BY

CITY OF LATHROP

AND WHEN RECORDED MAIL TO

NAME City of Lathrop
City Clerk
STREET 390 Towne Centre Drive
ADDRESS Lathrop, CA 95330
CITY &
STATE
ZIP

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

- 1. That the interest or estate stated in paragraph 3 herein in the real property herein described is owned by:
NAME STREET AND NO. CITY STATE
City of Lathrop 390 Towne Centre Drive Lathrop California
(If more than one owner of the interest stated, the name and address of each must be stated)
2. That the full name and address of the owner of said interest or estate, if there is only one owner, and that the full names and addresses of all the co-owners who own said interest or estate as tenants in common, as joint tenants, or otherwise, if there is more than one owner, are set forth in the preceding paragraph.
3. That the nature of title or the stated owner, or if more than one owner, then of the stated owner and co-owners is: Project No. CIP GG 10-17 Retaining Wall and Landscaping at Towne Centre Drive and Village Avenue by Odyssey Environmental Services, Inc..
4. That on the 9th day of November, 2020 a work of improvement on the real property herein described was completed.
5. That the name of the original contractor, if any, for said work of improvement was: Odyssey Environmental Services, Inc.
6. That the name and address of the transferor is:
NAME STREET AND NO. CITY STATE
Odyssey Environmental Services, Inc. 5400 SR 12 Lodi CA 95242
7. That the real property herein referred to is situated in the City of Lathrop County of San Joaquin, State of California, and is described as follows:
Project No. CIP GG 10-17 Retaining Wall and Landscaping at Towne Centre Drive and Village Avenue

By: City Manager

That the undersigned has knowledge of the contents herein and states under penalty of perjury that the foregoing is true and correct.

By: City Clerk

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the NOTICE OF COMPLETION dated **Nov. 9, 2020 from Odyssey Environmental Services, Inc.** to the **City of Lathrop**, a political corporation and/or governmental agency, is hereby accepted by the undersigned officer or agent on behalf of the City Council pursuant to authority conferred by minute action of the City Council adopted on **Nov. 9, 2020**, and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____

By _____
City Manager

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ITEM 4.20

CITY MANAGER'S REPORT NOVEMBER 9, 2020 CITY COUNCIL REGULAR MEETING

ITEM: **ACCEPT IMPROVEMENTS FOR THE MOSSDALE SOUTH NEIGHBORHOOD PARK CIP PK 19-03 FROM WABO LANDSCAPE & CONSTRUCTION, INC.**

RECOMMENDATION: **Adopt Resolution Accepting Improvements from WABO Landscape & Construction, Inc. for the Mosssdale South Neighborhood Park, CIP PK 19-03 and Filing of a Notice of Completion and Release of Contract Retention**

SUMMARY:

Staff requests that City Council adopt a resolution accepting the improvements completed pursuant to the Mosssdale South Neighborhood Park CIP PK 19-03 from WABO Landscape & Construction, Inc. (WABO) and authorizing a related budget amendment. The final contract amount with WABO for the Project is \$1,391,991.54. Staff also requests that City Council authorize a Notice of Completion to be filed with the San Joaquin County Clerk and release of contract retention to WABO in the amount of \$139,199 within 45 days after recording the Notice of Completion.

BACKGROUND:

Capital Improvement Project (CIP) PK 19-03 Mosssdale South Neighborhood Park (Project) was included in the approved Fiscal Year 2019/20 budget. The project scope included a covered picnic area with barbecue, landscaped walking paths, open turf areas with trees, play structures, and a half-court basketball court.

At the July 8, 2019 City Council Meeting, Council approved a construction contract with WABO in the amount of \$1,315,957 and authorized a 10% contingency in the amount of \$131,596 for staff to use as necessary to achieve the goals of the project, for a total budget of \$1,477,980. During construction, contract change orders totaling \$76,034 were issued, resulting in a final construction contract amount of \$1,391,991.54.

Staff is requesting City Council adopt a resolution accepting the improvements associated with the Project from WABO. Staff is also requesting authorization to file a Notice of Completion with the San Joaquin Recorder/County Clerk's Office and release contract retention to WABO in the amount of \$139,199, within 45 days after recording the Notice of Completion. Prior to releasing contract retention, City staff will require the contractor to furnish a one (1) year warranty bond that will begin on the date of project acceptance and provide all lien releases for the materials supplied and completed work.

CITY MANAGER'S REPORT **PAGE 2**
NOVEMBER 9, 2020 CITY COUNCIL MEETING
ACCEPT IMPROVEMENTS FOR THE MOSSDALE SOUTH NEIGHBORHOOD
PROJECT CIP PK 19-03 FROM WABO LANDSCAPE & CONSTRUCTION, INC.

Project Costs are as follows:

A. Construction Contract Amount	\$1,315,957
B. Approved Change Orders	\$ 76,035
C. Design, Construction Management, Inspection, Testing & Miscellaneous Project Management	\$ 30,707
Total Project Costs	\$1,422,699
Total Budget Amount	\$1,447,980

The project has been completed within the original contract time frame and in accordance with the plans, specifications, and City of Lathrop standards. The project costs reflected in the table have captured all expenditures to date. The project may incur additional costs during the project closeout process, including the warranty period.

REASON FOR RECOMMENDATION:

The Project was completed by WABO per the contract documents, inspected by City staff and meets the satisfaction of the Director of Public Works. City Council's acceptance of these improvements and authorization to file a Notice of Completion will allow release of retention to WABO as required by the contract documents and the City Municipal Code.

FISCAL IMPACT:

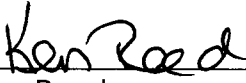
The final construction contract amount for the Project CIP PK 19-03 is \$1,447,980. Adequate funds have been allocated in the FY 20/21 budget to close out the project. With the completion of this project, staff requests that unused funds be transferred back into the Culture & Leisure CFF (2260).

ATTACHMENTS:

- A. Resolution Accepting Improvements Completed Pursuant to the Mossdale South Neighborhood Park CIP PK 19-03 from WABO Landscape & Construction, Inc. and Authorizing a Related Budget Amendment and the Filing of a Notice of Completion and Release of Contract Retention
- B. Notice of Completion

CITY MANAGER'S REPORT
NOVEMBER 9, 2020 CITY COUNCIL MEETING
ACCEPT IMPROVEMENTS FOR THE MOSSDALE SOUTH NEIGHBORHOOD
PROJECT CIP PK 19-03

APPROVALS:



Ken Reed
Senior Construction Manager

10-22-2020
Date



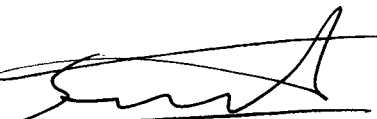
Michael King
Public Works Director

10-22-2020
Date



Cari James
Finance and Administrative
Services Director

11/3/2020
Date



Salvador Navarrete
City Attorney

11-3-2020
Date



Stephen J. Salvatore
City Manager

11-3-2020
Date

RESOLUTION NO. 20 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING IMPROVEMENTS CONSTRUCTED BY WABO LANDSCAPE AND CONSTRUCTION, INC. (WABO), FOR THE MOSSDALE SOUTH NEIGHBORHOOD PARK CIP PK 19-03, AUTHORIZING THE FILING OF A NOTICE OF COMPLETION AND RELEASE OF CONTRACT RETENTION

WHEREAS, City Council approved CIP PK 19-03 Mossdale South Neighborhood Park (Project) to provide recreational and leisure opportunities for City residents; and

WHEREAS, contract plans and specifications for the project were completed in April 2019 and were advertised in May 2019; and

WHEREAS, on July 8, 2019, the City Council approved a construction contract for the Project with WABO in the amount of \$1,315,957; and

WHEREAS, the total change orders processed for the Project in the amount of \$76,034, resulting in a total contract amount of \$1,391,991.54; and

WHEREAS, WABO completed construction of the Project; and

WHEREAS, staff has inspected the improvements and has deemed these improvements complete and in accordance with the approved plans and specifications; and

WHEREAS, the final construction contract amount for the Project CIP PK 19-03 is \$1,447,980. Adequate funds have been allocated in the FY 20/21 budget to close out the project. With the completion of this project, staff requests that unused funds be transferred back into the Culture & Leisure CFF (2260).

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby accept the improvements of the Mossdale South Neighborhood Park CIP PK 19-03 constructed by WABO; and

BE IT FURTHER RESOLVED, the City Council of the City of Lathrop does hereby authorize the filing of a Notice of Completion with the San Joaquin County Clerk and the release of contract retention to WABO, in the amount of \$139,199, within forty-five days after the recording of the Notice of Completion.

The foregoing resolution was passed and adopted this 9th day of November 2020, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

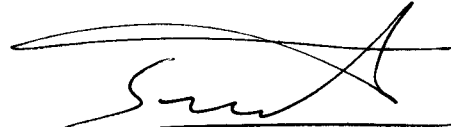
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

RECORDING REQUESTED BY

CITY OF LATHROP

AND WHEN RECORDED MAIL TO

NAME City of Lathrop
City Clerk
STREET 390 Towne Centre Drive
ADDRESS Lathrop, CA 95330
CITY &
STATE
ZIP

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

- 1. That the interest or estate stated in paragraph 3 herein in the real property herein described is owned by:

NAME STREET AND NO. CITY STATE

City of Lathrop 390 Towne Centre Drive Lathrop California

(If more than one owner of the interest stated, the name and address of each must be stated)

- 2. That the full name and address of the owner of said interest or estate, if there is only one owner, and that the full names and addresses of all the co-owners who own said interest or estate as tenants in common, as joint tenants, or otherwise, if there is more than one owner, are set forth in the preceding paragraph.

- 3. That the nature of title or the stated owner, or if more than one owner, then of the stated owner and co-owners is: Project No. CIP PK 19-03 Mossdale South Neighborhood Park by WABO Landscape & Construction, Inc.

- 4. That on the 9th day of November, 2020 a work of improvement on the real property herein described was completed.

- 5. That the name of the original contractor, if any, for said work of improvement was: WABO Landscape & Construction, Inc.

- 6. That the name and address of the transferor is:

NAME STREET AND NO. CITY STATE

WABO Landscape & Construction, Inc. 726 Alfred Noble Dr. Hercules CA 94547

- 7. That the real property herein referred to is situated in the City of Lathrop County of San Joaquin, State of California, and is described as follows:

Project No. CIP PK 19-03 Mossdale South Neighborhood Park

By: _____
City Manager

That the undersigned has knowledge of the contents herein and states under penalty of perjury that the foregoing is true and correct.

By: _____
City Clerk

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the NOTICE OF COMPLETION dated **November 9, 2020 from WABO Landscape & Construction, Inc.** to the **City of Lathrop**, a political corporation and/or governmental agency, is hereby accepted by the undersigned officer or agent on behalf of the City Council pursuant to authority conferred by minute action of the City Council adopted on **November 9, 2020**, and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____

By

City Manager

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CITY MANAGER'S REPORT **PAGE 2**
NOVEMBER 9, 2020 CITY COUNCIL REGULAR MEETING
ACCEPT IMPROVEMENTS FOR THE GENERATIONS CENTER PARKING LOT
PROJECT CIP PK 20-01 FROM MCFADDEN CONSTRUCTION, INC.

Project costs are as follows:

A.	Construction Contract Amount	<u>\$359,364.78</u>
B.	Approved Change Orders	<u>\$ -</u>
C.	Design, Construction Management, Inspection, Testing and Miscellaneous Project Management Expenses	<u>\$ 50,500.80</u>
Total Project Costs		<u>\$409,865.58</u>
Total Budget Amount		<u>\$450,000.00</u>

The project has been completed within the available budget and original contract time frame and in accordance with the plans, specifications and City of Lathrop Standards. The project costs reflected in the table have captured all expenditures to date. The project may incur additional costs during the project closeout process, including the warranty period.

REASON FOR RECOMMENDATION:

The Project was completed by McFadden per the contract documents, inspected by City staff and meets the satisfaction of the Director of Public Works. City Council's acceptance of these improvements and authorization to file a Notice of Completion will allow release of retention to McFadden as required by the contract documents and the City Municipal Code.

FISCAL IMPACT:


The final construction contract amount for the Project CIP PK 20-01 is \$359,364.78. Adequate funds have been allocated in the FY 20/21 budget to close out the project. With the completion of this project, staff requests that unused funds be transferred back into the Measure C Fund (1060).

ATTACHMENTS:

- A. Resolution Accepting Improvements Completed Pursuant to the Towne Centre Retaining Wall Project CIP PK 20-01 from McFadden Construction, Inc. and Authorize the Filing of a Notice of Completion and Release of Contract Retention
- B. Notice of Completion

CITY MANAGER'S REPORT **PAGE 3**
NOVEMBER 9, 2020 CITY COUNCIL MEETING
ACCEPT IMPROVEMENTS FOR THE GENERATIONS CENTER PARKING LOT
PROJECT CIP PK 20-01 FROM MCFADDEN CONSTRUCTION, INC.

APPROVALS:




Ken Reed
Senior Construction Manager

10-22-2020
Date




Michael King
Public Works Director

10-22-2020
Date




Cari James
Finance and Administrative
Services Director

11/2/2020
Date



Salvador Navarrete
City Attorney

10-26-2020
Date



Stephen J. Salvatore
City Manager

11-2-2020
Date

RESOLUTION NO. 20 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING IMPROVEMENTS CONSTRUCTED BY MCFADDEN CONSTRUCTION, INC. (MCFADDEN), FOR THE GENERATIONS CENTER PARKING LOT CIP PK 20-01, AUTHORIZING THE FILING OF A NOTICE OF COMPLETION AND RELEASE OF CONTRACT RETENTION

WHEREAS, City Council approved CIP PK 20-01 Generations Center Parking Lot (Project) to provide vehicle parking, lighting and associated amenities for the Generations Center; and

WHEREAS, contract plans and specifications for the project were completed in February, 2020 and were advertised in April, 2020; and

WHEREAS, on May 11, 2020, the City Council approved a construction contract for the Project with McFadden in the amount of \$359,976; and

WHEREAS, minor contract deductions reduced the total contract amount to \$359,364.78; and

WHEREAS, McFadden completed construction of the Project; and

WHEREAS, staff has inspected the improvements and has deemed these improvements complete and in accordance with the approved plans and specifications; and

WHEREAS, the final construction contract amount for the Project is \$359,364.78; and

WHEREAS, the budget for the Generations Center Parking Lot CIP PK 20-01 was sufficient to fund the project.

WHEREAS, the project cost reflected in the table have captured all expenditures to date. The project may incur additional costs during the project closeout process, including the warranty period.

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby accept the improvements of the Generations Center Parking Lot CIP PK 20-01 constructed by McFadden; and

BE IT FURTHER RESOLVED, the City Council of the City of Lathrop does hereby authorize the filing of a Notice of Completion with the San Joaquin County Clerk and the release of contract retention to McFadden, in the amount of \$17,968.25, within forty-five days after the recording of the Notice of Completion.

The foregoing resolution was passed and adopted this 9th day of November 2020, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

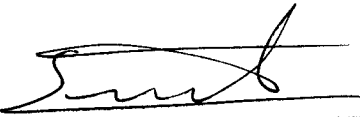
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

RECORDING REQUESTED BY

CITY OF LATHROP

AND WHEN RECORDED MAIL TO

NAME City of Lathrop
 City Clerk
 STREET 390 Towne Centre Drive
 ADDRESS Lathrop, CA 95330
 CITY &
 STATE
 ZIP

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

- That the interest or estate stated in paragraph 3 herein in the real property herein described is owned by:

NAME	STREET AND NO.	CITY	STATE
<u>City of Lathrop</u>	<u>390 Towne Centre Drive</u>	<u>Lathrop</u>	<u>California</u>

(If more than one owner of the interest stated, the name and address of each must be stated)
- That the full name and address of the owner of said interest or estate, if there is only one owner, and that the full names and addresses of all the co-owners who own said interest or estate as tenants in common, as joint tenants, or otherwise, if there is more than one owner, are set forth in the preceding paragraph.
- That the nature of title or the stated owner, or if more than one owner, then of the stated owner and co-owners is:
Project No. CIP PK 20-01 Generations Center Parking Lot by McFadden Construction, Inc.
- That on the 9th day of November, 2020 a work of improvement on the real property herein described was completed.
- That the name of the original contractor, if any, for said work of improvement was: McFadden Construction, Inc.
- That the name and address of the transferor is:

NAME	STREET AND NO.	CITY	STATE
<u>McFadden Construction, Inc.</u>	<u>3817 E. Farmington Road</u>	<u>Stockton</u>	<u>CA 95210</u>
- That the real property herein referred to is situated in the City of Lathrop County of San Joaquin, State of California, and is described as follows:
Project No. CIP PK 20-01 Generations Center Parking Lot

By: _____
City Manager

That the undersigned has knowledge of the contents herein and states under penalty of perjury that the foregoing is true and correct.

By: _____
City Clerk

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the NOTICE OF COMPLETION dated **November 9, 2020 from McFadden Construction, Inc.** to the **City of Lathrop**, a political corporation and/or governmental agency, is hereby accepted by the undersigned officer or agent on behalf of the City Council pursuant to authority conferred by minute action of the City Council adopted on **November 9, 2020**, and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____

By _____
City Manager

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ITEM 4.22

CITY MANAGER'S REPORT NOVEMBER 9, 2020, CITY COUNCIL REGULAR MEETING

ITEM: APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 42 LOTS IN TRACT 4000 VILLAGE "BB" WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS

RECOMMENDATION: Adopt Resolution Approving Final Map for Tract 4000 Village "BB" within the Lakeside East District, Totaling 42 Single Family Lots and a Subdivision Improvement Agreement with River Islands Stage 2A, LLC

SUMMARY:

The proposed Final Map for Tract 4000 will be the second and final tract map within the Village "BB" area. Kiper Homes is proposing forty-two (42) 55' x 100' single-family lots. A Vicinity Map is included as Attachment "B".

Staff recommends that the City Council approve the proposed Final Map Tract 4000, Village "BB" and a Subdivision Improvement Agreement with River Islands Stage 2A, LLC ("River Islands Stage 2A"), included as Attachment "C".

BACKGROUND:

The City of Lathrop City Council approved Vesting Tentative Map (VTM) 3694 on March 27, 2007 and an amended VTM 3694 with updated conditions of approval on June 1, 2015. On July 18, 2018, the City of Lathrop Planning Commission approved a Neighborhood Design Plan (NDP) and Architectural Guidelines and Design Standards (AG/DS) for the Lakeside East District, known as Stage 2A, within Phase 1 of the project. While the NDP contains conceptual guidance on parks within the Lakeside East District, a Master Parks Plan includes revisions to the parks and open spaces within the Stage 2A area and is pending Planning Commission action. The land for the proposed Final Map for Tract 4000 is within the geographic boundaries of VTM 3694 and Stage 2A.

As required by the City's subdivision ordinance, all final maps must include a Subdivision Improvement Agreement (SIA) to guarantee specific offsite and onsite improvements. The ownership of Tract 4000 was transferred from River Islands Development, LLC to an affiliate company, River Islands Stage 2A, LLC.

The total cost of the improvements for Village "BB" is \$4,951,201, however, a large percentage of the improvements have already been construction and therefore do not need to be guaranteed. Performance and labor & material securities were provided with the SIA for Tract 3999, which was approved by City Council in September 2019, which guaranteed the unfinished improvements for Village "BB", including both Tract 3999 and 4000, in the amount of:

CITY MANAGER’S REPORT **PAGE 2**
NOVEMBER 9, 2020, CITY COUNCIL REGULAR MEETING
APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT
FOR 42 LOTS IN TRACT 4000 VILLAGE “BB” WITHIN LAKESIDE EAST
DISTRICT OF RIVER ISLANDS

Unfinished Improvement Total:	\$1,117,301
Performance Bond (120% of Unfinished Improvements):	\$1,340,761
Labor & Materials Bond (50% of Performance Bond)	\$670,381

The SIA for Tract 4000 refers to the Agreement for Dedication, Inspection, and Guarantee of Streets and Public Improvements (“Off-site Agreement”) that was approved by the City on September 30, 2013. Although the Off-site Agreement applies to Tract 4000, the Final Map will not trigger any additional offsite improvements or security.

Acceptance of the public improvements will be processed by staff at a later date and when the unfinished improvements are completed. Prior to acceptance, River Islands will be required to provide a one (1) year warranty bond.

Village “BB” was annexed to the three different Community Facilities Districts (CFDs) for maintenance purposes with the approval of Village “BB” in 2018. The three CFDs are for the City, Reclamation District 2062, and River Islands Public Financing Authority (RIPFA).

River Islands Stage 2A must satisfy the Escrow Instructions, included as Attachment “D”, to guarantee the payment of all fees and execution of the documents related to the SIA.

REASON FOR RECOMMENDATION:

River Islands Stage 2A has fulfilled all of the requirements of the City’s subdivision ordinance as listed below:

Documents	Status
1. Final Map ready for signature	Completed
2. Subdivision Improvement Agreement	Completed
3. Performance Security – Uncompleted Landscaping and Miscellaneous Improvements provided with Tract 3999	Completed
4. Labor and Materials Security – Uncompleted Landscaping and Miscellaneous Improvements provided with Tract 3999	Completed
5. Street Improvement, Landscape, Light & Joint Trench	Completed
6. Geotechnical Report	Completed
7. Agreement for Backbone Improvements and Parks (Agreement for Dedication, Inspection and Guarantee of Streets and Public Improvements)	Completed

CITY MANAGER’S REPORT **PAGE 3**
NOVEMBER 9, 2020, CITY COUNCIL REGULAR MEETING
APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT
FOR 42 LOTS IN TRACT 4000 VILLAGE “BB” WITHIN LAKESIDE EAST
DISTRICT OF RIVER ISLANDS

8.	Approval of 3 rd Amendment to Development Agreement that guarantees creation of CFD for City Maintenance and Shortfalls, and Guarantee of Developer CFDs for Developer/other public agency Maintenance	Completed
9.	Allocation of Water and Sewer capacity	Completed
10.	Recommendation for approval from Stewart Tract Design Review Committee	Completed
11.	Submitted Certificate of Insurance, Tax Letter	Completed
12.	Submitted Preliminary Guarantee of Title	Completed
13.	Escrow Instructions	Completed
14.	Tract 4000 Village “BB” – City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities) Annexation No. 9	Annexed with Tract Village “BB” in 2018
Fees		Status
1.	Final Map plan check fee	Paid
2.	Improvement Plans - Plan check and inspection fees	Paid
3.	Sierra Club Settlement fee	To be paid in escrow

FISCAL IMPACT:

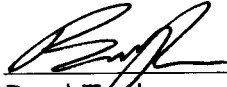
There is no budget impact to the City as all costs are covered by development fees and any shortfalls in the City’s maintenance and operating costs are covered by the CFDs.

ATTACHMENTS:

- A. Resolution Approving Final Map for Tract 4000 Village “BB” within the Lakeside East District, Totaling 42 Single Family Lots and a Subdivision Improvement Agreement with River Islands Stage 2A, LLC
- B. Village “BB” Vicinity Map
- C. Subdivision Improvement Agreement between the City of Lathrop and River Islands Stage 2A, LLC, a Delaware limited liability company, for Tract 4000, Village “BB”
- D. Escrow Instructions for Final Map Tract 4000 Village “BB”

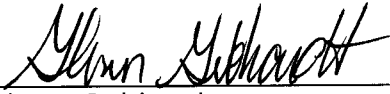
CITY MANAGER'S REPORT
NOVEMBER 9, 2020, CITY COUNCIL REGULAR MEETING
APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT
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DISTRICT OF RIVER ISLANDS

APPROVALS



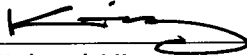
Brad Taylor
Associate Engineer

10/20/2020
Date



Glenn Gebhardt
City Engineer

10/19/2020
Date



Michael King
Public Works Director

10/19/2020
Date



Cari James
Finance & Administrative Services Director

10/26/2020
Date



Salvador Navarrete
City Attorney

10-19-2020
Date



Stephen J. Salvatore
City Manager

11-2-2020
Date

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING FINAL MAP FOR TRACT 4000 VILLAGE "BB" WITHIN THE LAKESIDE EAST DISTRICT, TOTALING 42 SINGLE FAMILY LOTS AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH RIVER ISLANDS STAGE 2A, LLC

WHEREAS, the City of Lathrop City Council approved Vesting Tentative Map (VTM) 3694 on March 27, 2007 and an amended VTM 3694 with updated conditions of approval on June 1, 2015; and

WHEREAS, on July 18, 2018, the City of Lathrop Planning Commission approved a Neighborhood Design Plan (NDP) and Architectural Guidelines and Design Standards (AG/DS) for the Lakeside East District, known as Stage 2A, within Phase 1 of the project; and

WHEREAS, the land for the proposed Final Map for Tract 4000 is within the geographic boundaries of VTM 3694 and Stage 2A; and

WHEREAS, as required by the City's subdivision ordinance, all final maps must include a Subdivision Improvement Agreement (SIA) to guarantee specific offsite and onsite improvements; and

WHEREAS, the guarantees for Tract 4000 were provided with the approved SIA for Tract 3999 executed with River Islands Development, LLC and therefore additional guarantee is not required to be provided with the SIA for Tract 4000. The ownership of Tract 4000 was transferred from River Islands Development, LLC to an affiliate company, River Islands Stage 2A, LLC. Tracts 3999 and 4000 are collectively known as Village "BB"; and

WHEREAS, performance and labor & material securities were provided with the SIA for Tract 3999 that guarantee the unfinished improvements for Village "BB", including both Tract 3999 and 4000, in the amount as follows:

Unfinished Improvement Total:	\$1,117,301
Performance Bond (120% of Unfinished Improvements):	\$1,340,761
Labor & Materials Bond (50% of Performance Bond)	\$670,381

WHEREAS, acceptance of the public improvements will be processed by staff at a later date and when the unfinished improvements are completed. Prior to acceptance, River Islands will be required to provide a one (1) year warranty bond; and

WHEREAS, Village "BB" was annexed to the three different Community Facilities Districts (CFDs) for maintenance purposes with the approval of Village "BB" in 2018; and

WHEREAS, River Islands Stage 2A must satisfy the Escrow Instructions, included as Attachment "D" to the City Manager's Report, to guarantee the payment of all fees and execution of the documents related to the SIA.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lathrop approves and accepts the following actions:

1. The Final Map for Tract 4000 and is hereby approved as submitted for recordation with the San Joaquin County Assessor/Recorder/County Clerk Office. The recorded executed copy will be filed with the City Clerk.
2. The City Manager, or their designee, is authorized to execute a Subdivision Improvement Agreement with River Islands Stage 2A, LLC, in substantially the form as attached to the November 9, 2020 staff report, the file executed copy will be filed with the City Clerk.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 9th day of November 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

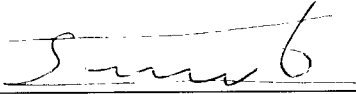
ABSENT:

Sonny Dhaliwal, Mayor

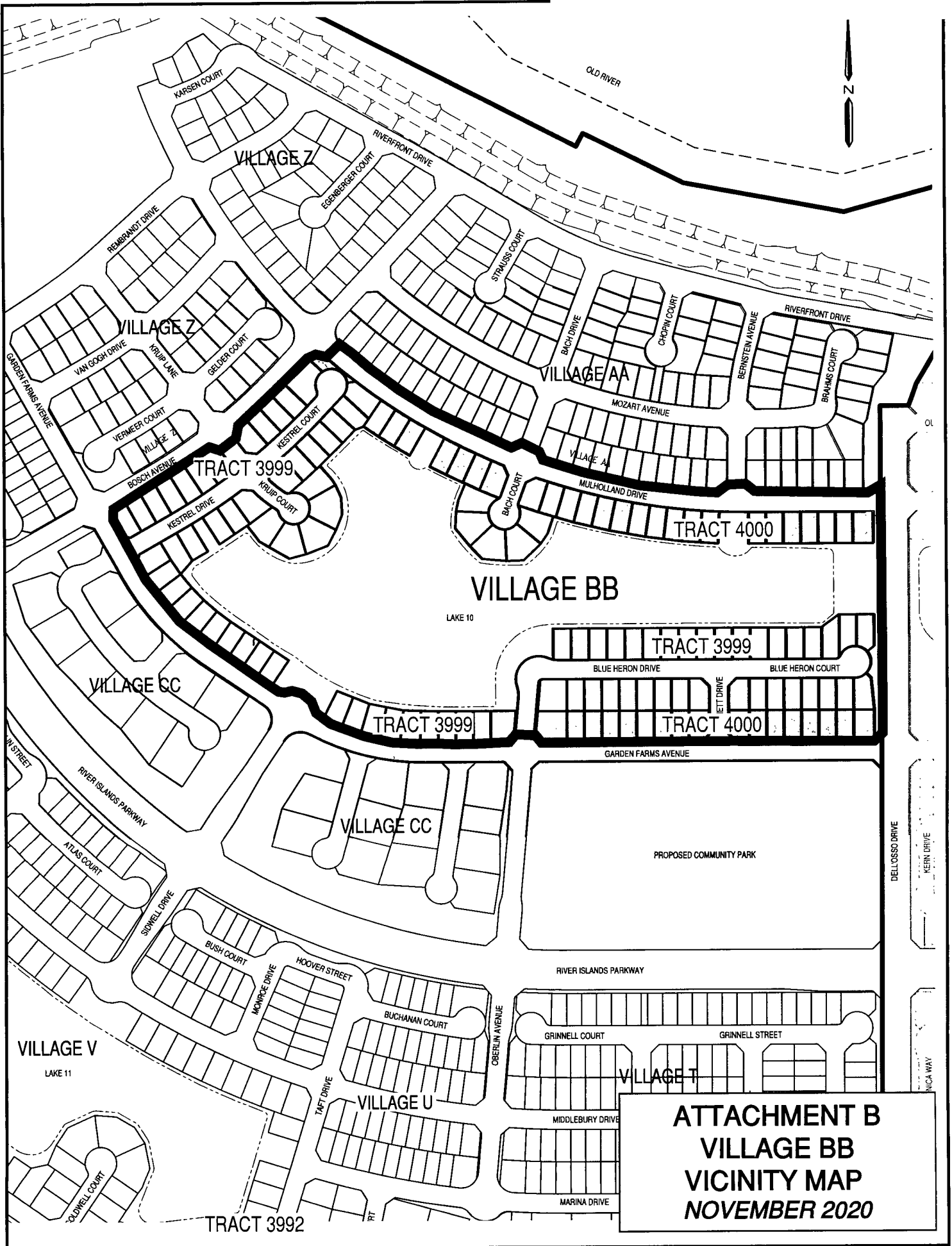
ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney



SUBDIVISION IMPROVEMENT AGREEMENT
BY AND BETWEEN THE CITY OF LATHROP AND
RIVER ISLANDS STAGE 2A, LLC, A DELAWARE LIMITED LIABILITY COMPANY
FOR TRACT 4000 VILLAGE “BB” 42 RESIDENTIAL LOTS

RECITALS

A. This Agreement is made and entered into this **9th day of November 2020**, by and between the CITY OF LATHROP, a municipal corporation of the State of California (hereinafter "CITY") and River Islands Stage 2A LLC, a Delaware limited liability company, (hereinafter "SUBDIVIDER").

B. At its May 15, 2017 meeting, the City Council approved the temporary closure of Cohen and Paradise Roads associated with construction and grading activities in Stage 2 of River Islands. This approval requires SUBDIVIDER to construct a paved public roadway to connect any remaining gaps between the Paradise Road and Stewart Road intersection and the Somerston Parkway/River Islands Parkway intersection by August 1, 2020. As a result, previously provided security in the form of a Letter of Guarantee from the River Islands Public Financing Authority (“RIPFA”) has guaranteed the replacement of Cohen Road and Paradise Road with a set aside of bond proceeds (Attachment " G") in the amount of \$543,600, that is available to CITY if SUBDIVIDER does not meet the August 1, 2020 deadline. Further, the amount of set aside bond proceeds shall be reduced by the City Engineer as River Islands Parkway is extended to replace these removed roadways. The closed portion of Stewart Road is not anticipated to be replaced, but it remains for now as legal access to parcels fronting Stewart Road, and as emergency access. The security referenced in this recital shall remain in place for this final map and all final maps associated with this access until it is no longer necessary.

River Islands Parkway was constructed to replace Cohen Road, and the portions of Paradise Road that was removed has been reconstructed and both roadways are open to the public. However, this guarantee will remain in place until River Islands Parkway has been accepted by the City.

C. At its July 9, 2018 meeting, the CITY approved the Tract 3908 large lot final map, which includes the Village BB area within Stage 2A of River Islands. The approval of Tract 3908 required security for the construction of River Islands Parkway from Dell’Osso Drive to the Stage 2B boundary. As a result, previously provided security in the form of a Letter of Guarantee from the River Islands Public Financing Authority (“RIPFA”) has guaranteed the construction of River Islands Parkway from Dell’Osso Drive to the Stage 2B boundary with a set aside of bond proceeds (Attachment "H") in the amount of \$450,000, that is available to CITY if SUBDIVIDER does not meet a September 30, 2019 deadline or as may be extended by CITY.

The security referenced in this recital shall remain in place for this final map and all final maps associated with it until River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary is fully constructed and accepted into use by CITY.

River Islands Parkway was constructed to replace Cohen Road, and the portions of Paradise Road that was removed has been reconstructed and both roadways are open to the public. However, this guarantee will remain in place until River Islands Parkway has been accepted by the City.

D. Pursuant to Division 2 of Title 7 of the Government Code of the State of California and the CITY's Subdivision Regulations (City of Lathrop, Code of Ordinances, Chapter 16), SUBDIVIDER is required to make dedications and improve Tract 4000. However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with Tracts 3999 and Tract 4000, collectively Village "BB", located within the Lakeside East District of River Islands Phase 1, which also includes major streets necessary to access the site. The unfinished portion of improvements total \$1,117,301 and both performance and labor and materials security is required by the Lathrop Subdivision Ordinance and the Subdivision Map Act have been provided to the City with the approval of the Tract 3999 (Village "BB") Subdivision Improvement Agreement shall remain in the full force and effect as required by this Agreement.

E. SUBDIVIDER has completed a portion of the joint trench improvements for Tract 3999 and Tract 4000 and as noted in Recital D, security shall be required for the unfinished portion of these improvements, along with other required infrastructure associated with Tract 3999 and Village "BB" overall. Improvement plans, and street light plans prepared by Power Systems Design, Inc. have already been approved by the City. The street, sidewalk, underground utility, storm drainage, street light and joint trench improvements (hereinafter "Improvements") are substantially completed and minor improvements not yet constructed as part of the required infrastructure for Tract 3999 and Tract 4000 are required security as outlined in this Agreement is required.

NOW THEREFORE in consideration of CITY'S pending approval and acceptance of the Improvements upon their satisfactory completion, and in consideration of SUBDIVIDER'S construction of Improvements in strict accordance with the terms of this Agreement, all applicable laws, statutes, ordinances, rules and regulations currently in force and effect in CITY, the terms and conditions of which are incorporated herein by this reference, the parties hereto mutually covenant and agree as follows:

1. SUBDIVIDER shall complete construction of, or cause construction to be completed at its sole cost and expense, the Improvements for all of the lots within the Lakeside East neighborhood, to the limits identified on Exhibit "A", including the public landscaping, streetlight and joint trench improvements.

All improvements shall be constructed to the satisfaction and approval of the City Engineer, in a good and workmanlike manner in accordance with the above referenced improvement plans and specifications, the improvement standards and specifications of the CITY'S Department of Public Works, the applicable Ordinances of the City of Lathrop and the California Subdivision Map Act.

2. SUBDIVIDER shall complete the Improvements, including all deferred and unfinished improvements, prior to occupancy of the last home constructed in Tract 4000 that is conveyed to a private interest not associated with the transfer of title of Tract 4000 associated with the filing of Tract 4000 (homebuilder) or prior to the completion and occupancy of the last production dwelling unit associated with Tract 4000, whichever comes first. Such occupancy shall be documented by CITY in the form of a Certificate of Occupancy or Final Building Permit.

3. CITY, or its agent(s), shall, at any time during the progress of the Improvements, have free access thereto, and shall be allowed to examine the same and all material to be used therein. If the Improvements or any part thereof are not completed in strict compliance with the standards set forth in Paragraph 1 above, CITY may refuse to accept and may reject the defective Improvements and/or materials therein.

4. SUBDIVIDER shall secure the services of skilled personnel necessary to construct the Improvements. CITY is not skilled in these matters and relies upon the skill of the SUBDIVIDER to ensure that the construction of the Improvements is in the most skillful and durable manner.

5. CITY'S acceptance of the Improvements does not operate as a release of SUBDIVIDER from any guarantee hereunder.

6. SUBDIVIDER guarantees and warrants that the Improvements shall be constructed in compliance with the standards set forth in Paragraph 1 above, free from any defects in work or labor done, and from any defects in materials furnished. Further, SUBDIVIDER shall repair and maintain the Improvements in good condition and in accordance with CITY specifications for one (1) year after CITY'S acceptance of the Improvements. As required by this Agreement, prior to acceptance of the Improvements, the Warranty Bond previously provided by SUBDIVIDER with Tract 3999 in the amount of \$495,120 equal to 10% of the estimated cost of the Improvements for the Village "BB" area (\$4,951,201) as included in the Engineer's estimate attached to this Agreement as Exhibit "F" shall remain in full force and effect, to insure SUBDIVIDER'S repair and warranty of the Improvements in accordance with the terms of this Agreement. The Warranty Bond shall be released at the end of the one-year guarantee period, provided there are no claims against it are then outstanding.

7. Because some of the backbone improvements referenced in Recitals "B" and "C" are required to provide access and to Tract 4000 and are associated with adjacent tracts as otherwise described in this Agreement, as well as the "Agreement for Dedication, Inspection and Guarantee of Public Streets and Improvements, ("2013 Agreement"), approved by CITY on September 30, 2013, the security provided as noted in Recitals "B" and "C" shall remain in place until the City accepts River Islands Parkway from Somerston Parkway to Paradise Road:

8. If SUBDIVIDER, in whole or in part, abandons the Improvements, or unnecessarily or unreasonably delays construction of the Improvements, fails to complete construction of the Improvements within the time specified in this Agreement, or fails to repair. Replace or reconstruct any defects, as set forth in Paragraph 6 above, CITY may, but is not required to, proceed to complete and/or repair, replace, or reconstruct the Improvements, either by itself or by contract for such service, and CITY may cause to be forfeited such portion of any security deposited therein as is necessary to cover the costs of completion, repair, replacement, or reconstruction incurred by CITY. Once action is taken by CITY to complete, repair, replace and/or reconstruct the Improvements, SUBDIVIDER shall be responsible for all costs incurred by CITY, even if SUBDIVIDER subsequently completes the work.

The CITY shall have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security (including but not limited to any Letter of Guarantee, Certificate of Deposit, cash, bond for performance, labor and materials and repair and maintenance, letter of credit or cash deposit) therefore is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Government Code Section 66499.4, incurred by the CITY, in addition to the costs of the improvements shall be a proper charge against the security and SUBDIVIDER. In the event it becomes necessary for CITY to bring an action to compel performance of this Agreement or to recover costs of completing such improvements, SUBDIVIDER shall pay reasonable attorney's fees, costs of suit and all other expenses of litigation incurred by CITY in connection therewith.

9. Because the Improvements are not entirely complete, the SUBDIVIDER is required to only post Performance or Labor & Materials bonds to guarantee the unfinished improvements associated with Tract 3999 and Tract 4000 as included and described in Exhibit "E" of this Agreement. The amount of the security previously provided with Tract 3999 includes a performance bond equal to 120% of the amount of unfinished improvements as shown in Exhibit "E" ($\$1,117,301 \times 120\% = \$1,340,761$ – performance bond amount) as indicated in Recital D. The corresponding labor and materials bond posted with Tract 3999 is 50% of the performance bond amount ($\$1,340,761 \times 50\% = \$670,381$), also as indicated in Recital D. Both bonds shall remain in full force and effect. Further, SUBDIVIDER shall also comply with CITY'S insurance requirements set forth on Exhibit "C" attached hereto and incorporated herein.

10. Any alteration(s) made to the plans and specifications, which are a part of this Agreement, or any provision of this Agreement shall not operate to release any surety or sureties from liability on any bond or bonds attached hereto and made a part thereof. The above referenced sureties hereby consent to such alterations and waive the provisions of California Civil Code Section 2819.

11. Neither the CITY nor any of its officers, employees or agents shall be liable to SUBDIVIDER, and/or SUBDIVIDER'S agents, contractors or subcontractors for any error or omission arising out of or in connection with any work to be performed under this Agreement.

12. Neither the CITY nor any of its officers, employees, or agents, shall be liable to the SUBDIVIDER or to any person, entity, or organization, for any injury or damage that may result to any person or property by or from any cause in, on, or about the subdivision of all or any part of the land covered by this Agreement.

13. SUBDIVIDER hereby agrees to, and shall hold CITY, its elective and appointive boards, commissions, officers, agents and employees (collectively, "Indemnitees"), harmless from any liability for damage or claims which may arise from SUBDIVIDER and/or SUBDIVIDER'S contractors, subcontractors, agents, or employees' operations under this Agreement, whether such operations be by SUBDIVIDER or by any SUBDIVIDER contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, SUBDIVIDER or any of SUBDIVIDER'S contractors or subcontractors. SUBDIVIDER shall, at its own cost and expense, defend any and all actions, suits, or legal proceedings or any type that may be brought or instituted against CITY and indemnities on any claim or demand, of any nature whatsoever, and pay or satisfy any judgment that may be rendered against CITY and the Indemnitees in any such action, suit or legal proceedings, resulting from or alleged to have resulted from SUBDIVIDER'S performance or non-performance of his duties and obligations under this Agreement, or from the negligent act or omission of himself, his agents, contractors, representatives, servants or employees. The promises and Agreement to indemnify and hold harmless set forth in this section is not conditioned or dependent on whether or not any indemnity has prepared, supplied or approved any plan or specification in connection with this work or subdivision, whether or not any such indemnity has insurance or indemnification covering any of these matters. CITY does not and shall not; waive any rights against SUBDIVIDER which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by CITY of any deposit with CITY by SUBDIVIDER. The aforesaid hold harmless agreement by SUBDIVIDER shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not CITY has prepared, supplied or approved of, plans and/or specifications for the subdivision.

14. Neither SUBDIVIDER nor any of SUBDIVIDER'S agents, contractors or subcontractors are, or shall be, considered to be agents of CITY in connection with the performance of SUBDIVIDER'S obligations under this Agreement.

15. Prior to acceptance of the Improvements by the City Council, the SUBDIVIDER shall be solely responsible for maintaining the quality of the Improvements and maintaining safety at the project site. The SUBDIVIDER'S obligation to provide the Improvements shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Improvements as complete. The CITY and SUBDIVIDER have formed Community Facilities Districts to finance maintenance and improvements. The CITY expects to preserve the ability to use future special taxes of the CFD for payment of the cost of acquisition of the Improvements, which may require that acceptance of improvements by CITY be subject to the provisions of an acquisition agreement to be entered into by the CITY and SUBDIVIDER providing that CITY expects to be paid or reimbursed acquisition costs through future CFD special taxes. SUBDIVIDER shall cooperate to facilitate such method of acquisition.

16. SUBDIVIDER shall pay service fees for the utility services from the time the Improvements are accepted by the CITY to the end of the fiscal year, or up to a one (1) year period, whichever is needed to ensure an opportunity for the Improvements to be included in the next fiscal year annual assessment.

17. SUBDIVIDER shall be responsible to sweep streets within the subdivision every two weeks as directed by the City Engineer, on all streets where lots are occupied and all streets providing access to occupied lots until the Improvements are accepted by the CITY.

18. SUBDIVIDER shall not assign this Agreement without the prior written consent of CITY. If such consent is given, the terms of this Agreement shall apply to and bind the heirs, successors, executors, administrators and assignees of SUBDIVIDER, and any heirs, successors, executors, administrators and assignees of the SUBDIVIDER and shall be jointly and severally liable hereunder.

19. The SUBDIVIDER shall, at the SUBDIVIDER'S expense, obtain and maintain all necessary permits and licenses for construction of the Improvements. Prior to the commencement of Improvement construction, the SUBDIVIDER shall obtain a City of Lathrop Business License. The SUBDIVIDER shall comply with all local, state and federal laws, whether or not said laws are expressly stated in this Agreement.

20. This Agreement and any amendments hereto comprise the entire understanding and agreement between the parties regarding the improvements to be constructed and dedications for Tract 4000.

21. The following miscellaneous provisions are applicable to this Agreement:

a. Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the laws of the State of California.

b. Definitions. The definitions and terms are as defined in this Agreement.

c. Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.

d. Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

e. Incorporation of Documents. All documents referred to herein and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated herein and shall be deemed to be part of this Agreement.

f. Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.

g. Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.

h. Successors and Assigns. Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.

i. Time of the Essence. Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.

j. Venue. In the event either party brings that suit hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin.

ATTACHMENTS:

EXHIBIT A FINAL MAP - TRACT 4000

EXHIBIT B TRACT 4000 AND VILLAGE BB AREA

EXHIBIT C: CITY INSURANCE REQUIREMENTS

EXHIBIT D: UNFINISHED IMPROVEMENT COST ESTIMATE

EXHIBIT E: VILLAGE BB IMPROVEMENTS COST ESTIMATE

EXHIBIT F: RIPFA LETTER OF GUARANTEE - INTERIM PUBLIC ACCESS WITHIN THE STAGE 2A DEVELOPMENT AREA

EXHIBIT G: RIPFA LETTER OF GUARANTEE – RIVER ISLANDS PARKWAY WITHIN THE STAGE 2A DEVELOPMENT AREA

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 9th day of November 2020, at Lathrop, California.

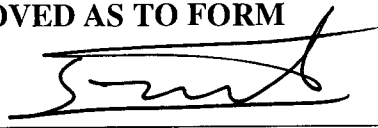
ATTEST:
City Clerk of and for the City
of Lathrop, State of California

CITY OF LATHROP, a
municipal corporation of the
State of California

BY: _____
Teresa Vargas
City Clerk

BY: _____
Stephen J. Salvatore
City Manager

APPROVED AS TO FORM

BY: 

Salvador Navarrete
City Attorney

River Islands Stage 2A, LLC
a California limited liability company

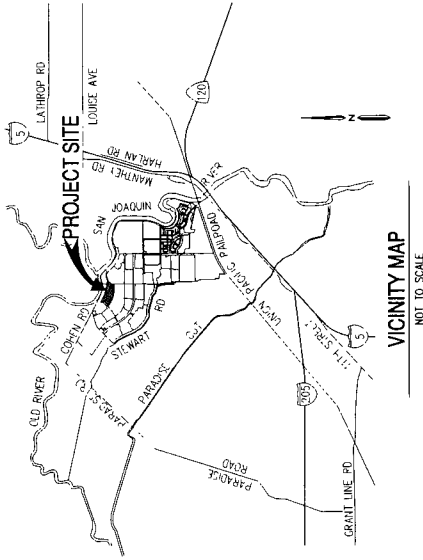
BY: _____
Susan Dell'Osso
President
"SUBDIVIDER"

EXHIBIT "A"

FINAL MAP - TRACT 4000

**TRACT 4000
RIVER ISLANDS - STAGE 2A
VILLAGE BB**

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 1 THROUGH 6 OF TRACT 3999 (43 MAP 78),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
OCTOBER 2020



OWNERS STATEMENT

THE UNDERSIGNED, DOES HEREBY STATE THAT THEY ARE THE OWNERS OF ALL THE LAND DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINE OF THE HEREIN EMBODIED FINAL MAP ENTITLED, "TRACT 4000, RIVER ISLANDS-STAGE 2A, VILLAGE BB", CITY OF LATHROP, CALIFORNIA, CONSISTING OF TEN (10) SHEETS, AND WE HEREBY CONSENT TO THE RECORDING AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

THE UNDERSIGNED DOES HEREBY RELINQUISH TO THE CITY OF LATHROP ALL ABUTTERS RIGHT OF ACCESS TO LOTS 33 AND 34, ALONG THE LOT LINES AS INDICATED BY THE SYMBOL ||||| AS SHOWN ON THIS FINAL MAP

OWNER: RIVER ISLANDS STAGE 2A, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: SUSAN DELLOSSO, PRESIDENT, DATE: _____

OLD REPUBLIC TITLE COMPANY, AS TRUSTEE, UNDER THE DEED OF TRUST RECORDED, RECORDERS 22, 2018, DOCUMENT NUMBER 2018-162988, HAS BEEN FILED IN DOCUMENT RECORDED, DECEMBER 28, 2018, AS DOCUMENT NUMBER 2017-150771 AND FURTHER AMENDED IN DOCUMENT RECORDED, APRIL 15, 2020 AS DOCUMENT NUMBER 2020-046005, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

DATED THIS _____ DAY OF _____, 2020.

BY: _____, NAME: _____, ITS: _____

SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

THIS MAP CONFORMS TO AMENDED TENTATIVE MAP NO. 8694 APPROVED BY THE PLANNING COMMISSION

DATED THIS _____ DAY OF _____, 2020

MARK MEISSNER, COMMUNITY DEVELOPMENT DIRECTOR, CITY OF LATHROP

ACKNOWLEDGEMENT CERTIFICATE (OWNERS)

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

STATE OF CALIFORNIA }
COUNTY OF SAN JOAQUIN }

ON _____, 2020 BEFORE ME, _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/HY/HEY EXECUTED THE SAME IN HIS/HER/HER AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/HER SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT

WITNESS MY HAND

SIGNATURE _____
NAME (PRINT) _____
CITY AND COUNTY OF BUSINESS _____
MY COMMISSION NUMBER _____
MY COMMISSION EXPIRES _____

ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE)

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

STATE OF CALIFORNIA }
COUNTY OF SAN JOAQUIN }

ON _____, 2020 BEFORE ME, _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/HY/HEY EXECUTED THE SAME IN HIS/HER/HER AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/HER SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT

WITNESS MY HAND

SIGNATURE _____
NAME (PRINT) _____
CITY AND COUNTY OF BUSINESS _____
MY COMMISSION NUMBER _____
MY COMMISSION EXPIRES _____

CITY CLERK'S STATEMENT

I, TERESA VARGAS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE HEREIN EMBODIED MAP ENTITLED "TRACT 4000, RIVER ISLANDS-STAGE 2A, VILLAGE BB", CITY OF LATHROP, CALIFORNIA, CONSISTING OF TEN (10) SHEETS, THIS STATEMENT WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A MEETING THEREOF, HELD ON THE _____ DAY OF _____, 2020, AND APPROVED AND ADOPTED BY SAID CITY COUNCIL. I HEREBY AUTHORIZE ITS RECORRIGATION, AND ACCEPTED ON BEHALF OF THE CITY OF LATHROP, THE RELINQUISHMENT OF ACCESS RIGHTS TO LOTS 33 AND 34 ALONG THE LOT LINES AS INDICATED BY THE SYMBOL |||||. I FURTHER STATE THAT ALL BONDS AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN MAP, IF APPLICABLE, HAVE BEEN APPROVED BY THE CITY COUNCIL OF LATHROP AND FILED IN MY OFFICE

TERESA VARGAS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA

RECORDERS STATEMENT

I FILED THIS _____ DAY OF _____, 2020, AT _____ M _____ OF MAPS AND PLATS, AT PAGE _____, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.

FEE: \$ _____

BY: _____, ASSISTANT/DEPUTY RECORDER
STEVE BISTOLARIDES, ASSESSOR-RECORDER-COUNTY CLERK, SAN JOAQUIN COUNTY, CALIFORNIA

EXEMPT FROM FEE PER GOVERNMENT CODE 73296.1, DOCUMENT NUMBER _____, SUBJECT TO THE IMPOSITION OF DOCUMENTARY TRANSFER TAX.

TRACT 4000 RIVER ISLANDS - STAGE 2A VILLAGE BB

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 1 THROUGH 6 OF TRACT 3999 (43 MAP 78),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
OCTOBER 2020



CITY ENGINEER'S STATEMENT

I, GLENN GERHARDT, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4000, RIVER ISLANDS-STAGE 2A, VILLAGE BB", CITY OF LATHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE AMENDED VESTING MAP OF LATHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN HEREON COMPLES WITH ALL PROVISIONS OF CHAPTER 7 OF THE CALIFORNIA STATE SUBDIVISION MAP ACT AND APPLICABLE ORDINANCES OF THE CITY OF LATHROP, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF AMENDED VESTING TENTATIVE MAP.

DATED THIS _____ DAY OF _____ 2020



GLENN GERHARDT, R.C.E. 34681
CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF RIVER ISLANDS DEVELOPMENT, LLC, ON SEPTEMBER 11, 2018. I HEREBY STATE ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED ON THAT THEY WILL BE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRADED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATED THIS _____ DAY OF _____ 2020



DYLAN CRAWFORD, P.L.S. NO. 7788

RECITALS

- RIGHT TO FARM STATEMENT
PER CITY OF LATHROP MUNICIPAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15.48.04, THE CITY OF LATHROP HAS ADOPTED A RIGHT TO FARM ORDINANCE WHICH PROVIDES THAT THE CITY OF LATHROP WILL NOT ENFORCE ORDINANCES THAT UNLAWFULLY RESTRICT THE USE OF CHEMICALS, FERTILIZERS AND PESTICIDES, AND THAT THE PROPERTY YOU ARE PURCHASING MAY BE LOCATED CLOSE TO AGRICULTURAL LANDS AND OPERATIONS. YOU MAY BE SUBJECT TO INCONVENIENCE OR DISCOMFORT ARISING FROM THE LAWFUL AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTICIDES AND FROM OTHER AGRICULTURAL ACTIVITIES, INCLUDING WITHOUT LIMITATION, CULTIVATION, PLOWING, SPRAYING, IRRIGATION, PRUNING, HARVESTING, BURNING OF AGRICULTURAL WASTE PRODUCTS, PROTECTION OF CROPS AND ANIMALS FROM PREDATION, AND OTHER AGRICULTURAL ACTIVITIES. YOU SHOULD BE AWARE THAT THIS PROPERTY MAY BE LOCATED ADJACENT TO AGRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION. CONSEQUENTLY, DEPENDING ON THE LOCATION OF YOUR PROPERTY, IT MAY BE NECESSARY THAT YOU BE PREPARED TO ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL AND NECESSARY ASPECT OF LIVING IN AN AGRICULTURALLY ACTIVE REGION.
- A SOILS REPORT ENTITLED "GEOLOGICAL EXPLORATION, RIVER ISLANDS PHASE 1, LATHROP, CALIFORNIA," REFERENCED AS PROJECT NO. 3044.5-000.01 AND DATED JULY 29, 2005, HAS BEEN PREPARED FOR THIS LATHROP BY ENGEO, INCORPORATED, JOSEF J. TOOTLE, G.E. NO. 2877, AND IS ON FILE WITH THE CITY OF LATHROP.
- TRACT 4000, RIVER ISLANDS-STAGE 2A, VILLAGE BB, CONTAINS 42 RESIDENTIAL LOTS CONTAINING 5.58 ACRES, MORE OR LESS, ALL AS SHOWN ON THIS FINAL MAP (PLEASE REFER TO THE AREA TABLE BELOW)

TRACT 4000 AREA SUMMARY	
LOTS 1 THROUGH 42	5.58 AC±
TOTAL	5.58 AC±

- BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 1214021127-LR (VERSION 1), DATED JUNE 12, 2020, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

CITY SURVEYOR'S STATEMENT

I, ANNE-SOPHIE TRUONG, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4000, RIVER ISLANDS-STAGE 2A, VILLAGE BB", CITY OF LATHROP, CALIFORNIA, AND I AM SATISFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____ 2020



ANNE-SOPHIE TRUONG, P.L.S. 8998
ACTING CITY SURVEYOR
CSG CONSULTANTS

REFERENCES

- TRACT 3836, RIVER ISLANDS-STAGE 2A, VILLAGE O, FILED MARCH 15, 2017, IN BOOK 42 OF MAPS AND PLATS, PAGE 84, S.J.C.R. (42 MAP 84)
- TRACT 3838, FILED NOVEMBER 30, 2017, IN BOOK 43 OF MAPS AND PLATS, PAGE 12, AS CORRECTED BY CERTIFICATE OF CORRECTION RECORDED OCTOBER 16, 2018, AS DOCUMENT NUMBER 2018-114854, S.J.C.R. (43 MAP 12)
- TRACT 3908, RIVER ISLANDS-STAGE 2A, LARGE LOT FINAL MAP, FILED SEPTEMBER 20, 2018, IN BOOK 43 OF MAP AND PLATS, PAGE 52, S.J.C.R. (43 MAP 52)
- GRANT DEED RECORDED JANUARY 11, 2016, AS DOCUMENT NUMBER 2016-004077, S.J.C.R.
- TRACT 3999, RIVER ISLANDS-STAGE 2A, VILLAGE BB, FILED MARCH 27, 2019, IN BOOK 43 OF MAP AND PLATS, PAGE 78, S.J.C.R. (43 MAP 78)
- TRACT 4022, RIVER ISLANDS-STAGE 2A, VILLAGE CC, FILED JULY 7, 2020, IN BOOK 43 OF MAP AND PLATS, PAGE 136, S.J.C.R. (43 MAP 136)

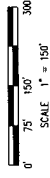
SIGNATURE OMISSIONS

PURSUANT TO SECTION 66245 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:

- RECLAIMED ISLANDS LAND COMPANY, RESERVATION FOR OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER 2001-046177, S.J.C.R.
- PUBLIC UTILITY EASEMENTS IN FAVOR OF THE CITY OF LATHROP PER TRACT 3989, RIVER ISLANDS, STAGE 2A, VILLAGE AA, FILED MARCH 27, 2019, IN BOOK 43 OF MAPS AND PLATS, PAGE 78, S.J.C.R.

TRACT 4000 RIVER ISLANDS - STAGE 2A VILLAGE BB

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 1 THROUGH 6 OF TRACT 3999 (43 MAP 78),
CITY OF LAHROP, SAN JOAQUIN COUNTY, CALIFORNIA
OCTOBER 2020



EASEMENT

1 PUBLIC UTILITY EASEMENTS IN FAVOR OF THE CITY OF LAHROP PER TRACT 3999, RIVER ISLANDS, STAGE 2A, VILLAGE BB, FILED MARCH 27, 2019, IN BOOK 43 OF MAPS AND PLATS, PAGE 78, S.J.C.R.

BASIS OF BEARINGS

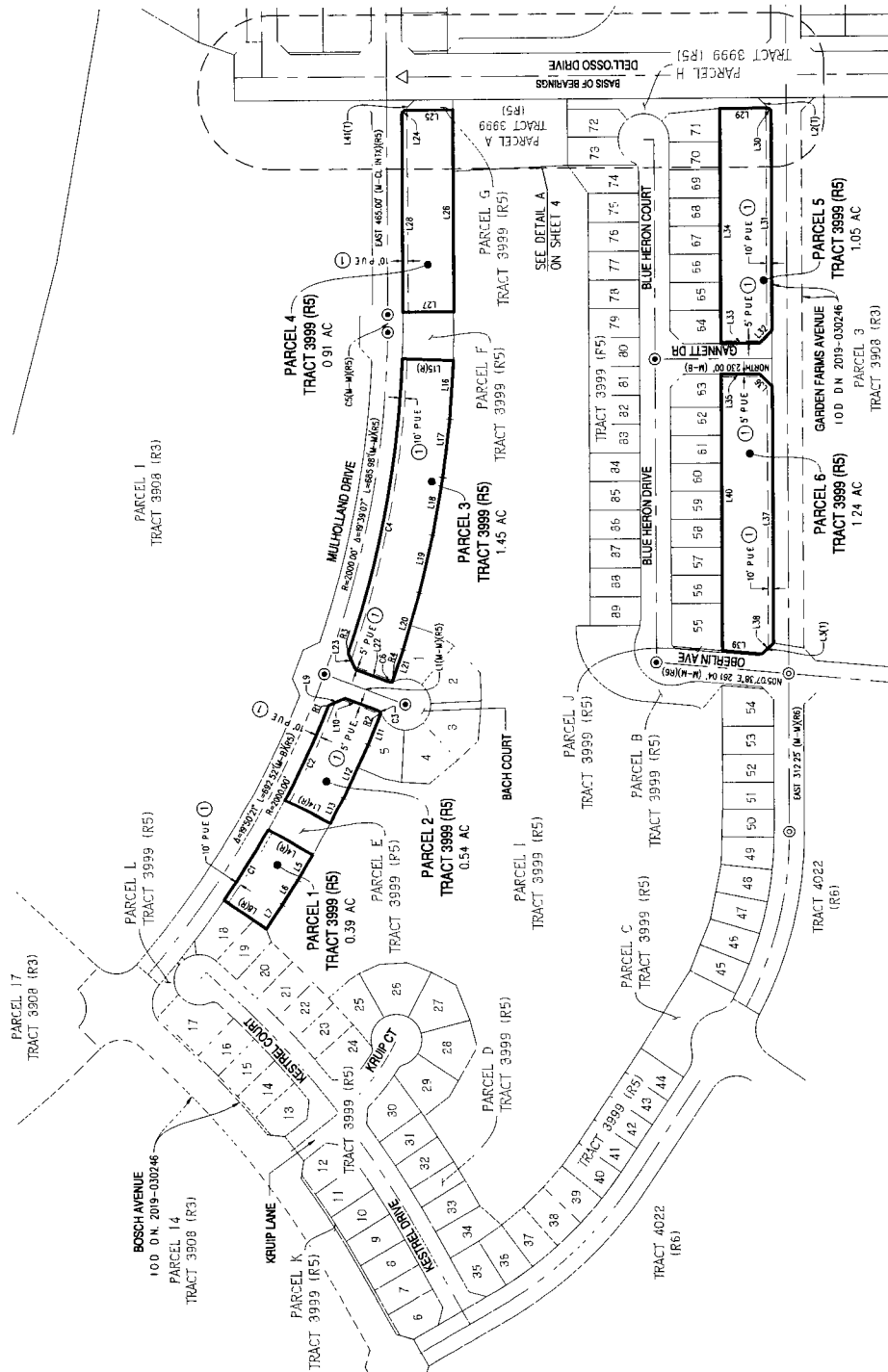
THE BEARING OF NORTH, BETWEEN FOUND MONUMENTS, ALONG DELLOSSO DRIVE AS SHOWN ON TRACT 3908, RIVER ISLANDS, STAGE 2A, LARGE LOT FINAL MAP, FILED SEPTEMBER 20, 2018, IN BOOK 43 OF MAPS AND PLATS, AT PAGE 52, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP (ZONE 3, NAD83). ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

LEGEND

- ⊙ MONUMENT TO BE SET PER (R6)
- ⊙ MONUMENT TO BE SET PER TRACT 3999 (R5)
- ⊙ MONUMENT TO BE SET PER (R1), UNLESS OTHERWISE NOTED
- ⊙ 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788" PER (R5)
- ⊙ 2-1/2" BRASS DISK TO BE SET PER (R2)
- ⊙ RESTRICTED ACCESS
- ⊙ BOUNDARY
- ⊙ LOT LINE OR RIGHT-OF-WAY LINE
- ⊙ EASEMENT LINE
- ⊙ CENTERLINE
- ⊙ MEASURED AND RECORD DATA PER REFERENCE (R1)
- ⊙ DENOTES REFERENCE (R1)-SEE REFERENCE LIST ON SHEET 2
- ⊙ MONUMENT TO MONUMENT
- ⊙ MONUMENT TO BOUNDARY
- ⊙ MONUMENT TO CENTERLINE INTERSECTION
- ⊙ RADIAL BEARING
- ⊙ TOTAL
- ⊙ BOUNDARY
- ⊙ DOCUMENT NUMBER
- ⊙ IRREVOCABLE OFFER OF REDUCTION
- ⊙ PUBLIC UTILITY EASEMENT
- ⊙ WITNESS CORNER
- ⊙ W.C.
- ⊙ LINE, CURVE, RADIAL LINE
- ⊙ EASEMENT REFERENCE NUMBER - SEE THIS SHEET

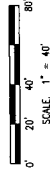
NOTES

- 1 SEE SHEET 2 FOR REFERENCES
- 2 SEE SHEET 4 FOR LINE/CURVE TABLES



TRACT 4000 RIVER ISLANDS - STAGE 2A VILLAGE BB

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 1 THROUGH 6 OF TRACT 3999 (43 MAP 76),
SAN DIEGO COUNTY, CALIFORNIA
DATE OF LATHROP: OCTOBER 2020



MONUMENTATION NOTES

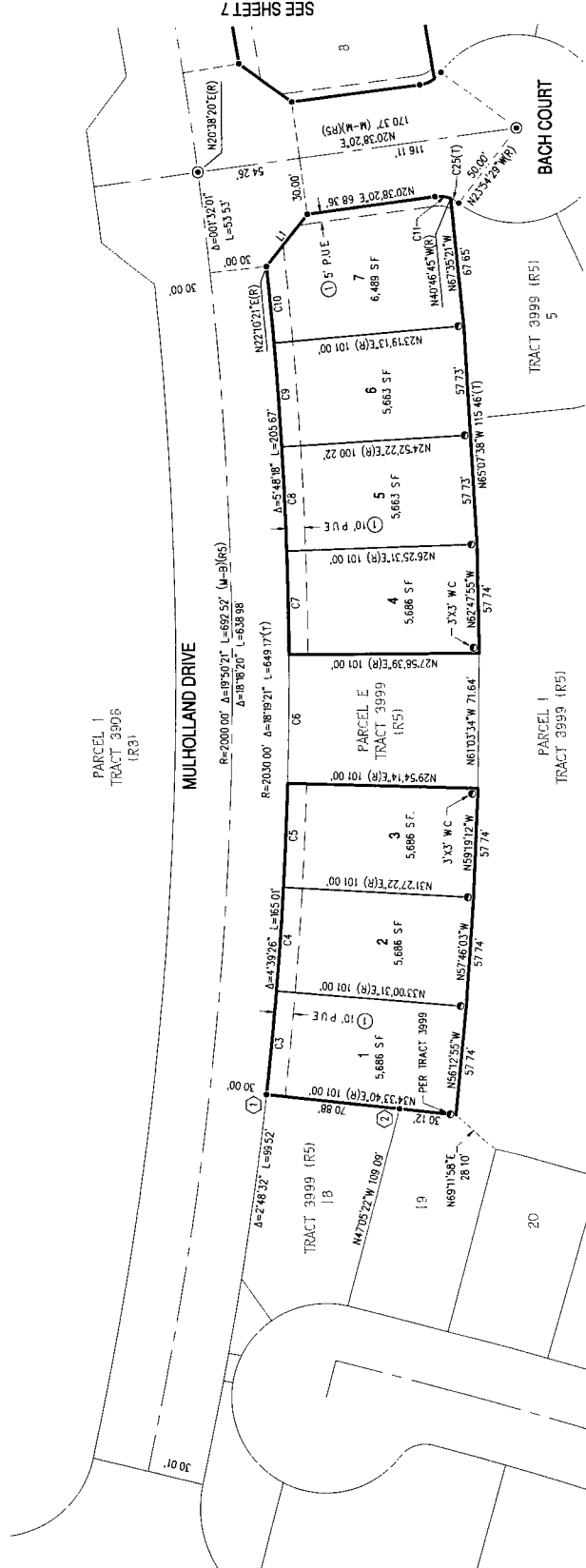
- ① MONUMENT TO BE SET PER (RS)
- ② MONUMENT TO BE SET PER (RS)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (RS)
- SET 3.00' WITNESS CORNER (WC), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE, RADIAL LINE OR PERPENDICULAR TO STREET CENTERLINE AS NOTED 3/4" x 24" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- 3.00' WITNESS CORNER (WC), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE, RADIAL LINE OR PERPENDICULAR TO STREET CENTERLINE AS NOTED 3/4" x 24" IRON PIPE W/ PLASTIC PLUG "PLS 7788" PER (RS)
- T SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS, UNLESS OTHERWISE NOTED. SET 1 1/2" BRASS DISK STAMPED "PLS 7788" IN SUBWALK 100' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS

NOTES

- 1 SEE SHEET 2 FOR REFERENCES
- 2 SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
- ① 1 1/2" BRASS DISK STAMPED "PLS 7788"
- ② 5/8" REBAR WITH CAP "PLS 7788" PER (RS)

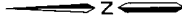
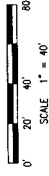
LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 6 THROUGH 10

LINE	DIRECTION	LENGTH	CURVE #	RADIUS	DELTA	LENGTH
L1	N2135.35°W	34.88'	C14	2030.00'	133.09°	55.00'
L2	N84°52'20"E	34.88'	C15	2030.00'	133.09°	55.00'
L3	N45°00'00"W	7.07'	C16	2030.00'	133.09°	55.00'
L4	N42°26'11"W	36.90'	C17	2030.00'	133.09°	55.00'
L5	N45°00'00"E	7.07'	C18	2030.00'	133.09°	55.00'
L6	N45°00'00"W	35.36'	C19	2030.00'	133.09°	55.00'
L7	N45°00'00"E	35.36'	C20	2030.00'	133.09°	55.00'
L8	N42°26'11"W	31.48'	C21	2030.00'	133.09°	55.00'
L9	N45°00'00"W	35.36'	C22	2030.00'	133.09°	55.00'
L10	N45°00'00"W	28.28'	C23	2030.00'	133.09°	55.00'
L11	N45°00'00"E	35.36'	C24	2030.00'	226.01°	86.22'
L12	N45°00'00"E	28.28'	C25	17.00'	452.711°	13.49'
			C26	12.00'	84°52'22"	17.78'



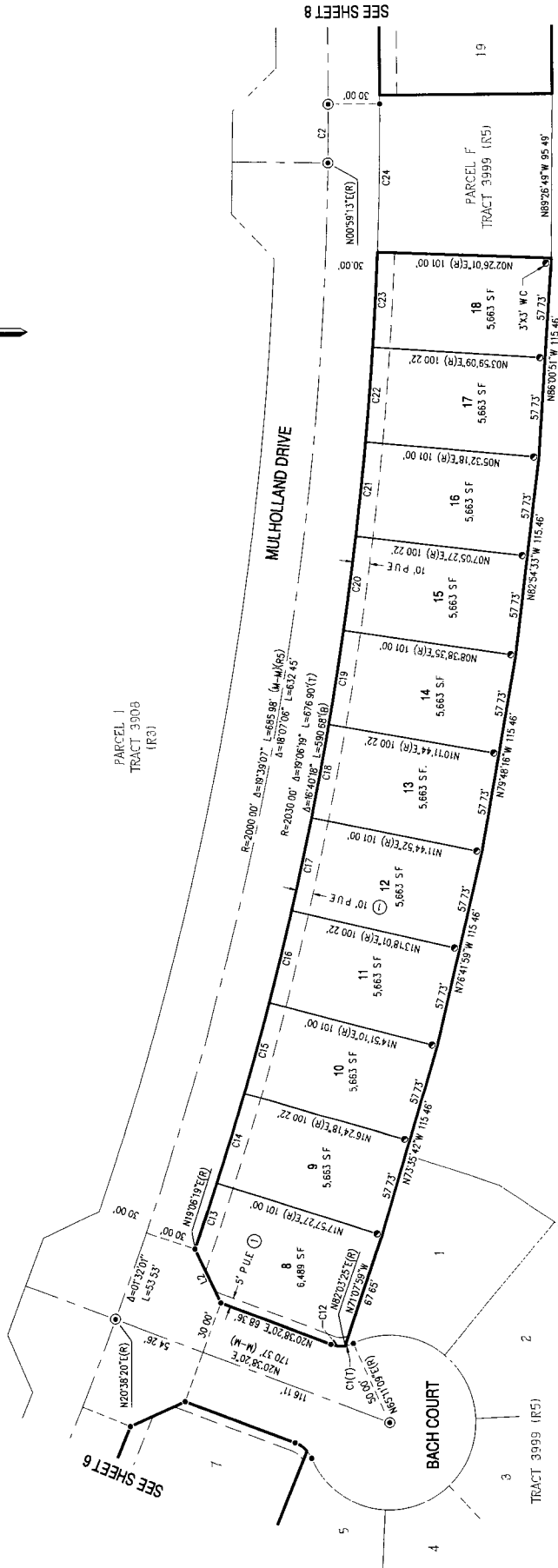
TRACT 4000 RIVER ISLANDS - STAGE 2A VILLAGE BB

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 1 THROUGH 6 OF TRACT 3999 (4.3 MAP 78),
CITY OF LAHORE, SAN DIEGO COUNTY, CALIFORNIA
OCTOBER 2020



NOTES

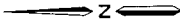
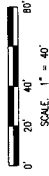
1. SEE SHEET 7 FOR REFERENCES.
2. SEE SHEET 7 FOR BASIS OF BEARINGS AND LEGEND.
3. SEE SHEET 6 FOR LINE AND CURVE TABLES.
4. SEE SHEET 6 FOR MONUMENTATION NOTES.



PARCEL I
TRACT 3999 (R5)

TRACT 4000 RIVER ISLANDS - STAGE 2A VILLAGE BB

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 1 THROUGH 6 OF TRACT 3999 (4.5 MAP 78),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
OCTOBER 2020



NOTES

1. SEE SHEET 9 FOR REFERENCES
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
3. SEE SHEET 6 FOR LINE AND CURVE TABLES
4. SEE SHEET 6 FOR MONUMENTATION NOTES

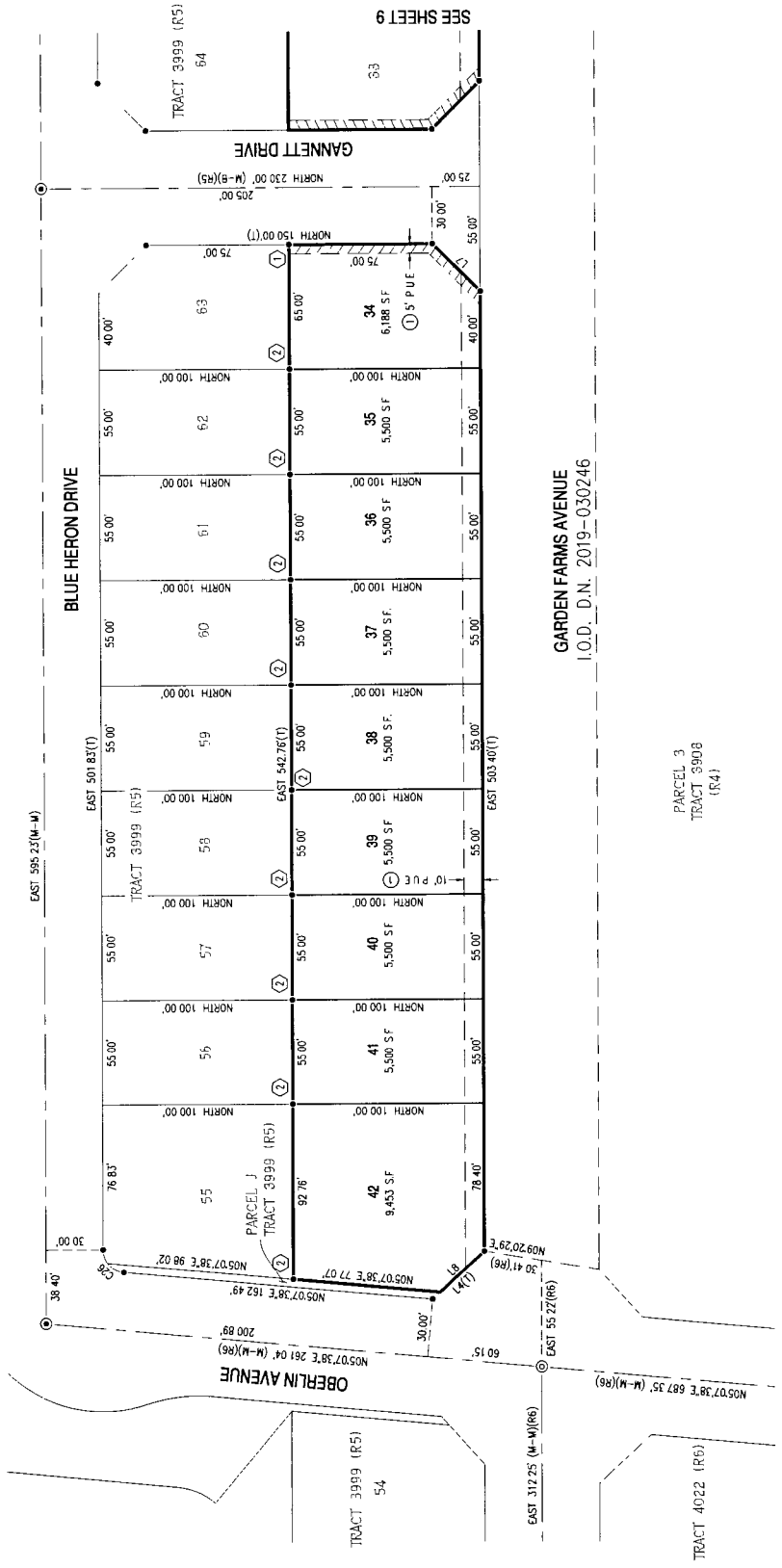


EXHIBIT "B"

TRACT 4000 AND VILLAGE BB AREA

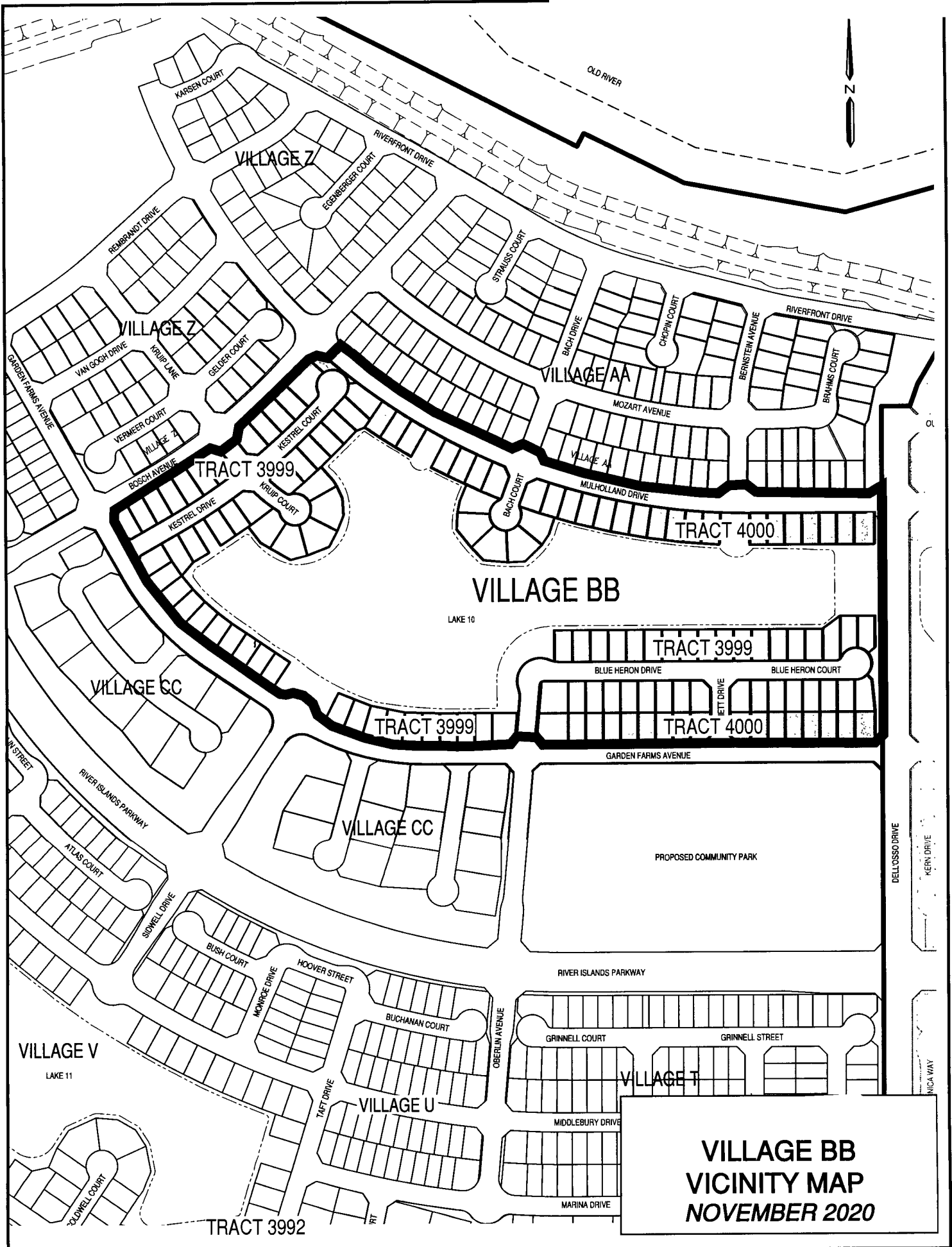


EXHIBIT "C"

CITY INSURANCE REQUIREMENTS

1. The Subdivider shall obtain commercial general liability insurance companies licensed to do business in the State of California with an A.M. Best Company rating Insurance rating of no less than A:VII which provides coverage for bodily injury, personal injury and property damage liability in the amount of at least \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.

Said insurance coverage shall be evidenced by a certificate of insurance with policy endorsements, executed by an authorized official of the insurer(s). All parties to the Subdivision Improvement Agreement must be named insured on the policy. The policy endorsements to be attached to the certificate must provide all the following:

a. Name the City of Lathrop, its officers, City Council, boards and commissions, and members thereof, its employees and agents as additional insured as respects to any liability arising out of the activities of the named insured. A CG 2010 or CG 2026 endorsement form or the equivalent is the appropriate form.

b. State that "the insurance coverage afforded by this policy shall be primary insurance as respects to the City of Lathrop, its officers, employees and agents. Any insurance or self-insurance maintained by the City of Lathrop, its officers, employees, or agents shall be in excess of the insurance afforded to the named insured by this policy and shall not contribute to any loss.

c. Include a statement that, "the insurer will provide to the City at least thirty (30) days prior notice of cancellation or material change in coverage." The above language can be included on the additional insured endorsement form or on a separate endorsement form.

d. The policy must contain a cross liability or severability of interest clause.

e. Insurance must be maintained, and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Insurance Services West, Inc.		NAMED INSURED River Islands Stage 2A, LLC 73 W Stewart Rd Lathrop, CA 95330	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

purchased by City of Lathrop, its officers, employees and agents.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
City of Lathrop its officers, City Council, boards and commissions and members thereof, its employees and agents 390 Towne Centre Drive Lathrop, CA 95330	As Required By Written Contract, Fully Executed Prior To The Named Insured's Work
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- 1 Your acts or omissions; or
- 2 The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- 1 All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2 That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY – PLEASE READ IT CAREFULLY

USIC VEN 016 11 10 07

**Named Insured: River Islands Development, LLC
Policy Number: ATN-SF1811644P**

**PRIMARY AND NON-CONTRIBUTING INSURANCE
(Third Party's Sole Negligence)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

The following is added to Section IV – Commercial General Liability Conditions, Paragraph 4:

Section IV: Commercial General Liability Conditions

4. Other Insurance:

- d. Notwithstanding the provisions of sub-paragraphs a, b, and c of this paragraph 4, with respect to the Third Party shown below, it is understood and agreed that in the event of a claim or "suit" arising out of the Named Insured's sole negligence, this insurance shall be primary and any other insurance maintained by the additional insured named as the Third Party below shall be excess and non-contributory.

The Third Party to whom this endorsement applies is:

City of Lathrop, its officers, City Council,
boards and commissions and members thereof,
its employees and agents
390 Towne Centre Drive
Lathrop, CA 95330

Absence of a specifically named Third Party above means that the provisions of this endorsement apply "as required by written contractual agreement with any Third party for whom you are performing work."

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

USIC VEN 078 03 11 07

**Named Insured: River Islands Development, LLC
Policy Number: ATN-SF1811644P**

THIRD PARTY CANCELLATION NOTICE

This endorsement shall not serve to increase our limits of insurance, as described in **SECTION III - LIMITS OF INSURANCE.**

This endorsement modifies Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

If we cancel this policy for any reason other than nonpayment of premium, we will mail notification to the persons or organizations shown in the schedule below (according to the number of days listed below) once the Named Insured has been notified.

If we cancel this coverage for nonpayment of premium, we will mail a copy of such written notice of cancellation to the name and address below at least 10 days prior to the effective date of such cancellation.

Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE

<u>Name and Address of Other Person/Organization</u>	<u>Number of Days Notice</u>
City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents 390 Towne Centre Drive Lathrop, CA 95330	30 Days

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

EXHIBIT "D"
UNFINISHED IMPROVEMENT COST ESTIMATE

ENGINEER'S BOND ESTIMATE
COST TO COMPLETE
RIVER ISLANDS - PHASE 2A
VILLAGE BB (131 LOTS)
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

September 4, 2018
 Job No.: 25502-93

Item	Description	Quantity	Unit	Unit Price	Amount
1	Storm Drain & Sanitary Sewer Manholes and Gate Valves Raising Iron <i>(95% Completion)</i>	1	LS	\$ 48,800.00	\$ 48,800.00
2	Set Water Boxes and SSCO Boxes <i>(95% Completion)</i>	1	LS	\$ 65,500.00	\$ 65,500.00
3	Survey Monuments <i>(0% Completion)</i>	1	LS	\$ 6,000.00	\$ 6,000.00
4	Signing & Striping <i>(0% Completion)</i>	1	LS	\$ 25,800.00	\$ 25,800.00
TOTAL COST TO COMPLETE \$					146,100.00

Notes:

- 1) Estimate for cost to complete based on contractor's cost to complete summary sheet and backup documents for Village BB.

ENGINEER'S PRELIMINARY COST ESTIMATE
VILLAGE BB (131 LOTS)
STAGE 2A
RIVER ISLANDS
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

October 29, 2018
 Job No.: 25510.82

Item	Description	Quantity	Unit	Unit Price	Amount
<u>STREETSCAPE</u>					
1	Landscape/Irrigation Improvements	23,181	SF	\$ 5.00	\$ 115,905.00
	Subtotal Streetscape				\$ 115,905.00
<u>POCKET PARK</u>					
1	Landscape/Irrigation Improvements	106,912	SF	\$ 8.00	\$ 855,296.00
	Subtotal Pocket Park				\$ 855,296.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 971,201.00

Notes:

- 1) This estimate does not include surveying, engineering, clearing, grading, erosion control, joint trench, frontyard/pkwy strip landscape and irrigation, docks, steps/stairs to docks or street trees.
- 2) Unit prices are based on estimated current construction costs and no provision for inflation is included.

EXHIBIT "E"

VILLAGE BB IMPROVEMENTS ENGINEER'S ESTIMATE

ENGINEER'S PRELIMINARY COST ESTIMATE
VILLAGE BB (131 LOTS)
STAGE 2A
RIVER ISLANDS
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

March 7, 2018
Job No.: 25502-93

Item	Description	Quantity	Unit	Unit Price	Amount
<u>STREET WORK</u>					
1	Fine Grading	460,300	SF	\$ 0.45	\$ 207,135.00
2	3" AC Paving	50,400	SF	\$ 1.50	\$ 75,600.00
3	4.5" AC Paving	192,000	SF	\$ 2.25	\$ 432,000.00
4	6" Aggregate Base	34,100	SF	\$ 0.90	\$ 30,690.00
5	7" Aggregate Base	16,300	SF	\$ 1.05	\$ 17,115.00
6	8" Aggregate Base	192,000	SF	\$ 1.20	\$ 230,400.00
7	Vertical Curb and Gutter <i>(with AB cushion)</i>	4,930	LF	\$ 15.00	\$ 73,950.00
8	Rolled Curb and Gutter <i>(with AB cushion)</i>	9,660	LF	\$ 15.00	\$ 144,900.00
9	Type F Median Curb <i>(with AB cushion)</i>	400	LF	\$ 18.00	\$ 7,200.00
10	Concrete Sidewalk	77,200	SF	\$ 5.00	\$ 386,000.00
11	Driveway Approach	161	EA	\$ 600.00	\$ 96,600.00
12	Handicap Ramps	23	EA	\$ 2,500.00	\$ 57,500.00
13	Survey Monuments	19	EA	\$ 300.00	\$ 5,700.00
14	Traffic Striping & Signage	7,700	LF	\$ 5.00	\$ 38,500.00
15	Dewatering <i>(budget)</i>	7,700	LF	\$ 40.00	\$ 308,000.00
16	Remove Existing Street Barricade	7	EA	\$ 500.00	\$ 3,500.00
17	Barricade	2	EA	\$ 1,500.00	\$ 3,000.00
18	Demolition	1	LS	\$ 10,000.00	\$ 10,000.00
Subtotal Street Work					\$ 2,127,790.00
<u>STORM DRAIN</u>					
19	Catch Basins <i>(type A inlet)</i>	23	EA	\$ 2,400.00	\$ 55,200.00
20	Catch Basins <i>(type A inlet over type I manhole base)</i>	18	EA	\$ 2,800.00	\$ 50,400.00
21	Catch Basins <i>(type A inlet over type II manhole base)</i>	4	EA	\$ 5,000.00	\$ 20,000.00
22	Catch Basins <i>(type A inlet over type III manhole base)</i>	4	EA	\$ 7,500.00	\$ 30,000.00
22	Field Inlet <i>(type C inlet over type I manhole base)</i>	4	EA	\$ 2,800.00	\$ 11,200.00
23	15" Storm Drain Pipe	1,790	LF	\$ 34.00	\$ 60,860.00
24	18" Storm Drain Pipe	500	LF	\$ 46.00	\$ 23,000.00
25	24" Storm Drain Pipe	2,210	LF	\$ 65.00	\$ 143,650.00
26	36" Storm Drain Pipe	410	LF	\$ 95.00	\$ 38,950.00
27	42" Storm Drain Pipe	520	LF	\$ 120.00	\$ 62,400.00
28	48" Storm Drain Pipe	660	LF	\$ 125.00	\$ 82,500.00
29	54" Storm Drain Pipe	122	LF	\$ 130.00	\$ 15,860.00
30	Storm Drain Stub & Plug	4	EA	\$ 1,000.00	\$ 4,000.00
31	Manholes <i>(type I)</i>	2	EA	\$ 3,000.00	\$ 6,000.00
32	Manholes <i>(type II)</i>	1	EA	\$ 5,000.00	\$ 5,000.00
33	Connect to Existing	9	EA	\$ 1,700.00	\$ 15,300.00
Subtotal Storm Drain					\$ 624,320.00

Item	Description	Quantity	Unit	Unit Price	Amount
<u>SANITARY SEWER</u>					
34	8" Sanitary Sewer Pipe	6,970	LF	\$ 28.00	\$ 195,160.00
35	Manholes	28	EA	\$ 4,000.00	\$ 112,000.00
36	Sewer Service	161	EA	\$ 600.00	\$ 96,600.00
37	Sewer Stub & Plug	3	EA	\$ 1,000.00	\$ 3,000.00
38	Connect to Existing	3	EA	\$ 3,000.00	\$ 9,000.00
Subtotal Sanitary Sewer					\$ 415,760.00
<u>WATER SUPPLY</u>					
39	8" Water Line <i>(including all appurtenances)</i>	5,920	LF	\$ 32.00	\$ 189,440.00
40	10" Water Line <i>(including all appurtenances)</i>	1,780	LF	\$ 40.00	\$ 71,200.00
41	Water Service	161	EA	\$ 2,000.00	\$ 322,000.00
42	Fire Hydrants	17	EA	\$ 4,000.00	\$ 68,000.00
43	Connect to Existing	8	EA	\$ 4,000.00	\$ 32,000.00
44	Water Plug & Stub	9	EA	\$ 1,000.00	\$ 9,000.00
Subtotal Water Supply					\$ 691,640.00
<u>NON-POTABLE WATER SUPPLY</u>					
45	10" Non-Potable Water Line <i>(including all appurtenances)</i>	2,630	LF	\$ 40.00	\$ 105,200.00
46	Connect to Existing	5	EA	\$ 3,000.00	\$ 15,000.00
Subtotal Non-Potable Water Supply					\$ 120,200.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 3,980,000.00
COST PER LOT					\$ 30,382.00

Notes:

- 1) This estimate does not include surveying, engineering, clearing, grading, erosion control, joint trench, landscaping, irrigation, or street trees.
- 2) Unit prices are based on estimated current construction costs and no provision for inflation is included.

ENGINEER'S PRELIMINARY COST ESTIMATE
VILLAGE BB (131 LOTS)
STAGE 2A
RIVER ISLANDS
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

October 29, 2018
 Job No.: 25510.82

Item	Description	Quantity	Unit	Unit Price	Amount
<u>STREETSCAPE</u>					
1	Landscape/Irrigation Improvements	23,181	SF	\$ 5.00	\$ 115,905.00
	Subtotal Streetscape				\$ 115,905.00
<u>POCKET PARK</u>					
1	Landscape/Irrigation Improvements	106,912	SF	\$ 8.00	\$ 855,296.00
	Subtotal Pocket Park				\$ 855,296.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 971,201.00

Notes:

- 1) This estimate does not include surveying, engineering, clearing, grading, erosion control, joint trench, frontyard/pkwy strip landscape and irrigation, docks, steps/stairs to docks or street trees.
- 2) Unit prices are based on estimated current construction costs and no provision for inflation is included.

EXHIBIT "F"

**RIPFA LETTER OF GUARANTEE
INTERIM PUBLIC ACCESS WITHIN THE STAGE 2A DEVELOPMENT AREA**

RIVER ISLANDS PUBLIC FINANCING AUTHORITY

73 W. STEWART ROAD
LATHROP, CALIFORNIA 95330

TEL: (209) 879-7900

May 4, 2017

Glenn Gebhardt, City Engineer
City of Lathrop
390 Towne Centre Drive
Lathrop, California 95330

Subject: Letter of Guarantee - Construction of Interim Public Access within the River Islands at Lathrop Stage 2A Development Area

This Letter of Guarantee is being made in lieu of a performance bond for the construction of an interim public access (public right of way) within the Stage 2A development area of the River Islands development project. River Islands Development, LLC ("RID") has requested the permanent closure of Cohen Road from Stage 1 to Paradise Road and Paradise Road from Stewart Road to the Stage 2A levee (see Exhibit "A" attached to this Letter of Guarantee). This closure would allow the construction of the Stage 2B levee system. The closure will not allow public traffic to utilize Paradise Road to access the River Islands development area while the construction of the Stage 2B levee is occurring, but still allow emergency vehicles access to the area via all-weather access roads.

RID plans to construct River Islands Parkway from its current terminus in Stage 1, through the Stage 2A development area and into Stage 2B and reconstruct Paradise Road within Stage 2B to restore public access to the project from the Tracy/Banta area. Until these roads are constructed and dedicated to the City for public use, the City is requiring security to restore public access to Paradise Road should RID fail to perform. We are providing you this Letter of Guarantee for this purpose.

The engineer's estimate as provided by O'Dell Engineering for a 28-foot-wide paved roadway, equivalent to existing Cohen Road, in the general alignment of proposed River Islands Parkway from Stage 1 to Paradise Road through Stage 2B is \$453,000 (See Exhibit "B"). The total length of this "guarantee roadway" is 6,150 linear feet. As a result, the Authority hereby agrees to set-aside funds in the amount of \$543,600, which amount is equal to 120% of the engineer's estimate, in-lieu of a performance bond. The funds are currently held, and will be set aside, in the Improvement Fund established under the Fiscal Agent Agreement, dated as of December 1, 2015, between the Authority and Wilmington Trust, National Association, as fiscal agent. The Joint Community Facilities Agreement, dated as of November 16, 2015, between the Authority and the City allows for funds in the Improvement Fund to be used to pay costs of infrastructure improvements for the River Islands development, including roadways.

Under the terms of this Letter of Guarantee, the Authority shall hold the funds as stated herein in the Improvement Fund until August 1, 2020, or until such time that permanent roadways are

constructed and dedicated to the City to restore permanent public access to Paradise Road, whichever comes first. If the permanent roadways are not constructed, inspected and accepted by the City by August 1, 2020 and the deadline is not extended by the City in writing, no later than August 2, 2020, the Authority will cause one of the following to occur:

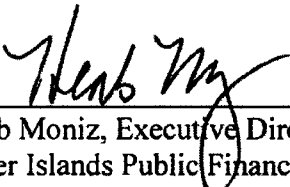
1. The Authority shall use the funds set aside in the Improvement Fund to construct a 28-foot-wide paved roadway in a new alignment, equivalent to the existing Cohen Road or, to reconstruct the existing 28-foot-wide paved Cohen and Paradise roadways in the original alignment at the City's direction. The Authority shall utilize a suitable contractor and bid the work under applicable law. The Authority and the City shall mutually agree to a timeline to which the roadways necessary to restore access are constructed, inspected and operational, not to exceed December 31, 2020-.
2. The Authority shall withdraw the funds from the set aside monies in the Improvement Fund and provide said monies to the City, to be held in a segregated account maintained by the City, to be used solely for construction or reconstruction of the applicable roadways. In such event, the City will use reasonable diligence to complete the construction of the roadways. Once permanent access has been constructed to the satisfaction of the City Engineer, and all costs related thereto have been paid, the City shall return any of the unspent funds and any investment earnings thereon to the Authority for redeposit to the Improvement Fund. Until the completion of the roadways and return of any excess funds to the Authority, the City will maintain records as to the reinvestment of the funds provided to it, and will provide the Authority with its records as to any such investment earnings upon written request of the Authority. Additionally, in the event that the City advises the Authority in writing that the funds provided to the City are not sufficient to pay all of the costs associated with the roadways necessary to restore public access, and advises the Authority as to the amount of the shortfall, the Authority will advance funds to the City from the Improvement Fund in the amount of the shortfall. In such event, and upon the written request of the Authority, the City will provide to the Authority a detailed breakdown of the costs of the construction of the remaining roadway work necessary to restore public access.
3. Since the construction of roadways within Stages 2A and 2B are phased and will continue to be constructed by RID, RD 2062 or the Authority over time, the Authority may request a reduction in the amount of funds necessary to be held from the Improvement Fund as segments of permanent public roadways are constructed and dedicated to the City. For instance, segments of River Islands Parkway through Stage 2A should be completed in late 2017/early 2018 and dedication of this segment would reduce the amount of security described herein. As a result, a reduction of \$88.40 per LF (\$543,600/6,150 LF) shall be granted for each linear foot permanently constructed and dedicated to the City.

The Authority shall retain the discretion to choose between the two options outlined above as the applicable security and to request reduction of the security as described in section 3 above. As confirmation of the acceptance of the terms and conditions of this Letter of Guarantee by the

Glenn Gebhardt, City Engineer
City of Lathrop
May 4, 2017
Page 3 of 3

City, please sign and date this letter as shown on the next page. Should you have any questions regarding this Letter of Guarantee, please contact me at (209) 879-7900.

Sincerely,

By: 
Herb Moniz, Executive Director
River Islands Public Financing Authority

Enclosures: Exhibit "A": Location of Applicable Roadways – Cohen/Paradise
Exhibit "B": O'Dell Engineering – Engineer's Estimates

cc: Susan Dell'Osso, River Islands Development, LLC
John Zhang, O'Dell Engineering, Inc.

I Accept on Behalf of the City of Lathrop the Terms and Conditions of the foregoing Letter of Guarantee.

By: _____
Glenn R. Gebhardt, City Engineer

Date



STAGE 2 INTERIM ACCESS
RIVER ISLANDS
LAND USE MAP

CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA
MAY 4, 2017



LEGEND

- PHASE 1 BOUNDARY
- RETAIN PUBLIC MAINTAINED ROAD
- PERMANENT ROAD CLOSURE (ABANDONMENT)
- INTERIM PUBLIC SAFETY ROAD (ALL-WEATHER)
- 28' PAVED ROADWAY (GUARANTEE SEGMENT)

EXHIBIT "B"



ENGINEERING

ENGINEER'S OPINION OF PROBABLE COST
INTERIM ROAD CONNECTION - STAGE 2A
GUARANTEE
RIVER ISLANDS - PHASE 1
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

May 4, 2017

Item	Description	Quantity	Unit	Unit Price	Amount
<u>SITE PREPARATION</u>					
1	Mobilization ¹	1	LS	\$ 25,000.00	\$ 22,750.00
2	Erosion Control	1	LS	\$ 2,500.00	\$ 2,500.00
Subtotal Site Preparation					\$ 25,250.00
<u>GRADING</u>					
3	Earthwork ²	1,600	CY	\$ 5.00	\$ 8,000.00
Subtotal Grading					\$ 8,000.00
<u>MISCELLANEOUS</u>					
4	3" AC (6150 LF)	172,200	SF	\$ 1.50	\$ 258,300.00
5	6" AB (6150 LF)	172,200	SF	\$ 0.90	\$ 154,980.00
6	Conform to Existing	2	LS	\$ 3,000.00	\$ 6,000.00
Subtotal Miscellaneous					\$ 419,280.00
SUBTOTAL CONSTRUCTION COST					\$ 452,530.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 453,000.00

Notes:

- 1) Mobilization assumed to be 5% of total cost.
- 2) Earthwork quantity includes 35% shrinkage.

EXHIBIT "G"

**RIPFA LETTER OF GUARANTEE
RIVER ISLANDS PARKWAY WITHIN THE STAGE 2A DEVELOPMENT AREA**

RIVER ISLANDS PUBLIC FINANCING AUTHORITY

**73 W. STEWART ROAD
LATHROP, CALIFORNIA 95330**

TEL: (209) 879-7900

June 26, 2018

Glenn Gebhardt, City Engineer
City of Lathrop
390 Towne Centre Drive
Lathrop, California 95330

Subject: Letter of Guarantee - Construction of River Islands Parkway from Dell'Osso Drive to the Stage 2B Boundary (Lakeside East District) – Tract 3908

This Letter of Guarantee is being made in lieu of a performance bond for the construction of unfinished portions of River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary within the Stage 2A development area of the River Islands development project (also known as the Lakeside East District). River Islands Public Financing Authority (Authority) is providing the funding for public improvements in the Stage 2A development area, including improvements to River Islands Parkway (Improvements). It is our understanding that a guarantee for construction of the River Islands Parkway Improvements through Stage 2A is required as a condition precedent to City Council approval of the Tract 3908 large lot subdivision map proposed by River Islands Development, LLC. Since the Authority is already setting aside funds for the full construction of River Islands Parkway, we are providing you this Letter of Guarantee as the required subdivision guarantee necessary for the Tract 3908 large lot final map.

The engineer's estimates as provided by O'Dell Engineering for the full cost of the of River Islands Parkway Improvements from Dell'Osso Drive to the Stage 2B boundary is \$5,264,000, and for the unfinished portions (as of June 15, 2018) of River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary is \$338,004 (attached as Exhibit "A"). The Authority hereby agrees to set-aside funds in the amount of \$450,000, which amount is equal to 180% of this engineer's estimate of the unfinished improvements, in-lieu of a 100% performance bond and 50% labor and materials bond. The funds are currently held, and will be set aside, in the Improvement Fund established under the Fiscal Agent Agreement, dated as of December 1, 2015, between the Authority and Wilmington Trust, National Association, as fiscal agent. The Joint Community Facilities Agreement, dated as of November 16, 2015, between the Authority and the City allows for funds in the Improvement Fund to be used to pay costs of infrastructure improvements for the River Islands development, including River Islands Parkway. Also attached to this Letter of Guarantee is an exhibit showing the portion of River Islands Parkway being guaranteed by this letter for your reference (Exhibit "B").

Under the terms of this Letter of Guarantee, the Authority shall hold the funds as stated herein in the Improvement Fund until July 8, 2019, or until such time River Islands Parkway through Stage 2A is fully constructed, inspected and accepted into service by the City, whichever comes first. If this portion of River Islands Parkway is not constructed, inspected and accepted into service by the City by July 8, 2019 and the deadline is not extended by the City in writing, no later than September 30, 2019, the Authority will cause one of the following to occur:

1. The Authority shall use the funds set aside in the Improvement Fund to construct the River Islands Parkway Improvements. The Authority shall utilize a suitable contractor and bid the work under applicable law. The Authority and the City shall mutually agree to a timeline to which the roadway will be constructed, inspected and operational, no later than one year from the deadline noted above.
2. The Authority shall withdraw the funds from the set aside monies in the Improvement Fund and provide said monies to the City, to be held in a segregated account maintained by the City, to be used solely for construction or reconstruction of the applicable portion of River Islands Parkway. In such event, the City will use reasonable diligence to complete the construction of the River Islands Parkway. Until the completion of the River Islands Parkway and return of any excess funds to the Authority, the City will maintain records as to the reinvestment of the funds provided to it and will provide the Authority with its records as to any such investment earnings upon written request of the Authority. Additionally, in the event that the City advises the Authority in writing that the funds provided to the City are not sufficient to pay all of the costs of the construction of the River Islands Parkway and advises the Authority as to the amount of the shortfall, the Authority will advance funds to the City from the Improvement Fund in the amount of the shortfall. In such event, and upon the written request of the Authority, the City will provide to the Authority a detailed breakdown of the costs of the construction of the unfinished portions of River Islands Parkway through Stage 2A.

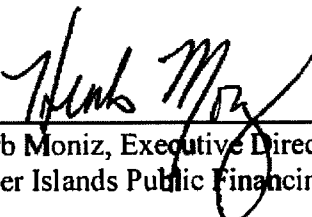
The Authority shall retain the discretion to choose between the two options outlined above. However, if any River Islands Parkway improvements remain incomplete on September 30, 2020, the Authority shall immediately resort to Option 2, and shall provide set aside moneys in the Improvement Fund as requested by the City to allow the City to complete the uncompleted improvements.

In addition, the commitment for the Authority to set aside these funds shall continue until the Improvements are constructed and accepted by the City Council, and the developer provides a one year maintenance bond in the amount of \$526,400 (10% of the full cost of the Improvements), or until the Authority provides an acceptable replacement letter of guarantee in that same amount of \$526,400 to guarantee the quality and condition of the full Improvements for one year from the date of acceptance by the City Council.

Glenn Gebhardt, City Engineer
City of Lathrop – Letter of Guarantee for Tract 3908
June 15, 2018
Page 3 of 3

As confirmation of the acceptance of the terms and conditions of this Letter of Guarantee by the City, please sign and date this letter as shown on the next page. Should you have any questions regarding this Letter of Guarantee, please contact me at (209) 879-7900.


Sincerely,

By: 
Herb Moniz, Executive Director
River Islands Public Financing Authority

Enclosures: Exhibit "A": Engineer's Estimate of full improvements from O'Dell Engineering
and Engineer's Estimate of unfinished improvements from O'Dell
Engineering
Exhibit "B": Location of guarantee on River Islands Parkway

cc: Susan Dell'Osso, River Islands Development, LLC

I Accept on Behalf of the City of Lathrop the Terms and Conditions
of the foregoing Letter of Guarantee.

By: 
Glenn R. Gebhardt, City Engineer

7/9/18
Date

ENGINEER'S OPINION OF PROBABLE COST
RIVER ISLANDS - STAGE 2A
RIVER ISLANDS PARKWAY
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

March 6, 2018
 Job No.: 25503-01

Item	Description	Quantity	Unit	Unit Price	Amount
<u>STREET WORK</u>					
1	Fine Grading	621,700	SF	\$ 0.45	\$ 279,765.00
2	7" AC Paving	316,800	SF	\$ 3.50	\$ 1,108,800.00
3	11" Aggregate Base	316,800	SF	\$ 1.65	\$ 522,720.00
4	12" Lime Treatment	316,800	SF	\$ 1.10	\$ 348,480.00
5	Vertical Curb and Gutter <i>(with AB cushion)</i>	9,600	LF	\$ 15.00	\$ 144,000.00
6	Type F Median Curb <i>(with AB cushion)</i>	9,100	LF	\$ 18.00	\$ 163,800.00
7	Roundabout Concrete	2,400	SF	\$ 5.00	\$ 12,000.00
8	Concrete Sidewalk	77,400	SF	\$ 5.00	\$ 387,000.00
9	Handicap Ramps	20	EA	\$ 2,500.00	\$ 50,000.00
10	Survey Monuments	7	EA	\$ 300.00	\$ 2,100.00
11	Barricades	1	EA	\$ 1,500.00	\$ 1,500.00
12	Traffic Signing & Striping	4,710	LF	\$ 5.00	\$ 23,550.00
13	Dewatering <i>(Budget)</i>	4,710	LF	\$ 75.00	\$ 353,250.00
Subtotal Street Work					\$ 3,396,965.00
<u>STORM DRAIN</u>					
14	Catch Basins <i>(type A inlet)</i>	24	EA	\$ 2,400.00	\$ 57,600.00
15	15" Storm Drain Pipe	1,110	LF	\$ 34.00	\$ 37,740.00
16	18" Storm Drain Pipe	220	LF	\$ 46.00	\$ 10,120.00
17	24" Storm Drain Pipe	780	LF	\$ 65.00	\$ 50,700.00
18	Storm Drain Stub & Plug	9	EA	\$ 1,000.00	\$ 9,000.00
Subtotal Storm Drain					\$ 165,160.00
<u>SANITARY SEWER</u>					
19	24" Sanitary Sewer Pipe	50	LF	\$ 150.00	\$ 7,500.00
20	Manholes	24	LF	\$ 4,000.00	\$ 96,000.00
21	Connect to Existing Sanitary Sewer	2	EA	\$ 3,000.00	\$ 6,000.00
Subtotal Sanitary Sewer					\$ 109,500.00
<u>WATER SUPPLY</u>					
22	8" Water Line <i>(including all appurtenances)</i>	740	LF	\$ 32.00	\$ 23,680.00
23	10" Water Line <i>(including all appurtenances)</i>	280	LF	\$ 40.00	\$ 11,200.00
24	20" Water Line <i>(including all appurtenances)</i>	4,630	LF	\$ 100.00	\$ 463,000.00
25	Fire Hydrants	16	EA	\$ 4,000.00	\$ 64,000.00
26	Water Service	6	EA	\$ 2,000.00	\$ 12,000.00
27	Water Plug & Stub	9	EA	\$ 1,000.00	\$ 9,000.00
28	Connect to Existing Water	1	EA	\$ 4,000.00	\$ 4,000.00
Subtotal Water Supply					\$ 586,880.00

Item	Description	Quantity	Unit	Unit Price	Amount
<u>RECYCLED WATER</u>					
29	8" Recycled Water Flushing Line <i>(including all appurtenances)</i>	80	LF	\$ 45.00	\$ 3,600.00
30	12" Recycled Water Drain Line <i>(including all appurtenances)</i>	150	LF	\$ 55.00	\$ 8,250.00
31	16" Recycled Water Line <i>(including all appurtenances)</i>	4,650	LF	\$ 65.00	\$ 302,250.00
32	Recycled Water Plug & Stub	4	EA	\$ 1,000.00	\$ 4,000.00
33	Connect to Existing Recycled Water	1	EA	\$ 5,000.00	\$ 5,000.00
Subtotal Recycled Water					\$ 323,100.00
<u>NON-POTABLE WATER</u>					
34	8" Non-Potable Water Line <i>(including all appurtenances)</i>	650	LF	\$ 35.00	\$ 22,750.00
35	16" Non-Potable Water Line <i>(including all appurtenances)</i>	4,660	LF	\$ 80.00	\$ 372,800.00
36	Non-Potable Water Service	6	LF	\$ 2,000.00	\$ 12,000.00
37	Non-Potable Water Plug & Stub	7	EA	\$ 1,000.00	\$ 7,000.00
38	Connect to Existing Non-Potable Water	1	EA	\$ 3,000.00	\$ 3,000.00
Subtotal Irrigation Water					\$ 417,550.00
<u>LAKE FILL LINE</u>					
39	16" Lake Fill Line <i>(including all appurtenances)</i>	4,820	LF	\$ 50.00	\$ 241,000.00
40	3" Aeration Line <i>(including all appurtenances)</i>	4,820	LF	\$ 4.00	\$ 19,280.00
41	Lake Fill Stub & Plug	3	EA	\$ 1,000.00	\$ 3,000.00
42	Connect to Existing Lake Fill Line	1	EA	\$ 1,000.00	\$ 1,000.00
Subtotal Lake Fill Line					\$ 264,280.00
SUBTOTAL CONSTRUCTION COST					\$ 5,263,435.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 5,264,000.00

Notes:

- 1) This estimate does not include surveying, engineering, clearing, grading, erosion control, joint trench, landscaping, irrigation, or street trees.
- 2) Unit prices are based on estimated current construction costs and no provision for inflation is included.

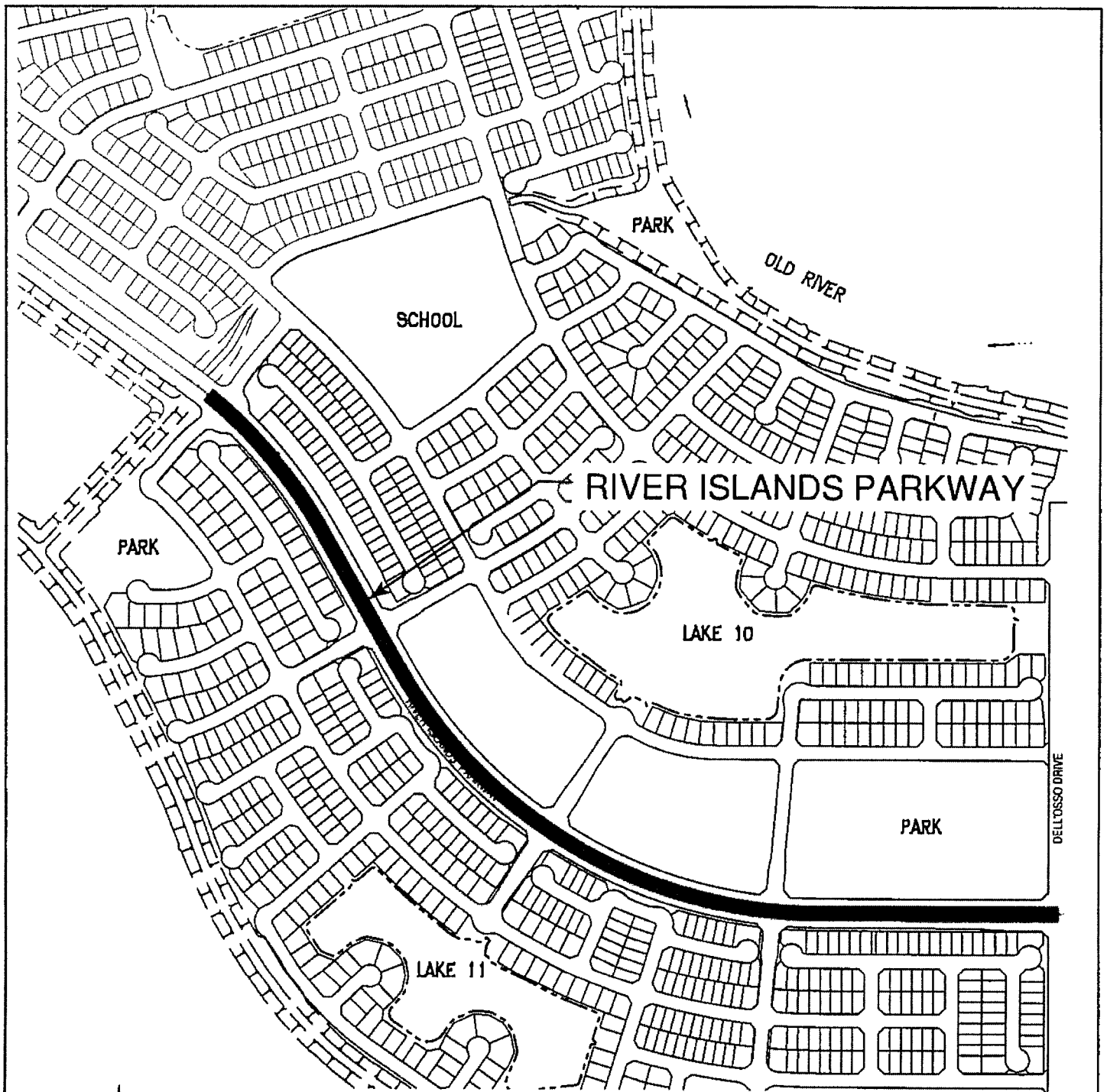
ENGINEER'S BOND ESTIMATE
COST TO COMPLETE
RIVER ISLANDS - STAGE 2A
RIVER ISLANDS PARKWAY
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

June 13, 2018
Job No : 25503-01

Item	Description	Quantity	Unit	Unit Price	Amount
1	Sanitary Sewer & Water Raising Iron (95% Completion)	1	LS	\$ 54,400.00	\$ 54,400.00
2	Final AC Lift (90% Completion)	1	LS	\$ 246,604.00	\$ 246,604.00
3	Final Signing, Striping & Monument (0% Completion)	1	LS	\$ 37,000.00	\$ 37,000.00
TOTAL COST TO COMPLETE					\$ 338,004.00

Notes

- 1) Estimate for cost to complete based on contractor's cost to complete summary sheet and backup documents for Stage 2A River Islands Parkway (Dell'Osso Drive to Stage 2A/2B Levee) dated June 12, 2018.



RIVER ISLANDS PARKWAY

SCHOOL

PARK

OLD RIVER

PARK

LAKE 10

PARK

DELL'OSO DRIVE

LAKE 11



**EXHIBIT B
RIVER ISLANDS PARKWAY
STAGE 2A
JULY 2018**

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAPS
(RIVER ISLANDS AT LATHROP)**

November 9, 2020

Via Email and Hand Delivery

Old Republic Title Company
1215 W. Center Street, Suite 103
Manteca, CA 95337
Attn: Lori Richardson

Re: Recordation of Final Map 4000 (BB); Escrow No. 1214021127

Dear Lori:

This letter constitutes the joint escrow instructions ("**Escrow Instructions**") of River Islands Stage 2A, LLC, a Delaware limited liability company ("**RIS2A**") and the City of Lathrop ("**City**") in connection with the above-referenced escrow ("**Escrow**"). The Escrow was opened in connection with recordation of the above-referenced final map ("**Final Map**"). Recordation of the Final Map is subject to the conditions set forth below. The transactions described in these Escrow Instructions are referred to as the "**Transaction**." Old Republic Title Company is referred to as "you" or "**ORTC**."

A. Date for Closings

The Final Map will be recorded at the time designated by RIS2A as set forth below. The Final Map can only be recorded after the City has approved the map in writing. The closing date for the Transaction is intended to occur by November 30, 2020, at the time designated in writing by RIS2A, subject to satisfaction of the conditions set forth below (each a "**Closing**"). If the Final Map has not been recorded by June 30, 2021, ORTC will return the Final Map to the City.

B. Documents to be Delivered and Recordation Document

In connection with the Transaction, you have in your possession or will receive the following documents from City for recordation in the Official Records of San Joaquin County, California ("**Official Records**").

- One original Final Map for Tract 4000 (BB), executed and acknowledged by the City.

The document listed above is referred to as the "**Recordation Document**." The date on which the Recordation Document is recorded in the Official Records is the Recordation Date.

C. Funds and Settlement Statement

You also have received, or will receive from RIS2A, prior to the recordation of the Recordation Document, in immediately available funds, the following amounts, in accordance with the settlement statement prepared by you and approved in writing by both RIS2A and City ("**Settlement Statement**"): recordation costs, escrow fees and other amounts as set forth in the Settlement Statement. Such costs, fees and other amounts are the sole responsibility of RIS2A.

JOINT ESCROW INSTRUCTIONS RECORDATION OF FINAL MAPS (RIVER ISLANDS AT LATHROP)

- Funds to be wire transferred directly to the entity set forth below, immediately upon recordation of the Final Map, in accordance with the wire transfer instructions for each entity are as follows: The amount of **\$18,285.66**, payable to the City pursuant to that certain Agreement to Settle Litigation Regarding River Islands at Lathrop (as amended "**Sierra Club Agreement**"), constituting the amount of **\$3,277.00** multiplied by 5.58 acres (or portion thereof) included in the Final Map, is to be transferred to the City upon recordation of the Final Map. The City's wire instructions are set forth below.

The amounts set forth in Section C are referred to as the "**Closing Funds**."

D. Closing Requirements

When the following has occurred, you are authorized to close the Escrow at the time(s) and in accordance with the process set forth below:

D.1. You have delivered copies of your Settlement Statement by email transmission to: (a) Susan Dell'Osso (sdelloso@riverslands.com); (b) Debbie Belmar (dbelmar@riverislands.com); (c) Stephen Salvatore (ssalvatore@ci.lathrop.ca.us); (d) Salvador Navarrete (snavarrete@ci.lathrop.ca.us); (e) Cari James (cjames@ci.lathrop.ca.us) and (f) Glenn Gebhardt (ggebhardt@ci.lathrop.ca.us), and have confirmation (by telephone or email) from Susan Dell'Osso and Stephen Salvatore or Glenn Gebhardt that the Settlement Statement is accurate and acceptable;

D.2. You have not received any instructions contrary to these Escrow Instructions;

D.3. The Recordation Document and all other documents, if any, described herein as being held by you or delivered to you have been received by you and have been fully executed and, where applicable, acknowledged, and you have attached all legal descriptions or have confirmed that all exhibits and legal descriptions are attached;

D.4. You are prepared to record the Recordation Document as designated, release funds in accordance with the Settlement Statement and complete the Transaction in compliance with these Escrow Instructions;

D.5. You have delivered a copy of these instructions, executed by an authorized signatory of ORTC with authority to bind ORTC, and initialed all pages, by email transmission (with original hard copy to follow by U.S. Mail) to Debbie Belmar and Glenn Gebhardt at the email addresses set forth above; and

D.6. You have received confirmation (by email or other writing) from Susan Dell'Osso and Stephen Salvatore or Glenn Gebhardt to record the Recordation Document and complete the Transaction.

E. Closing Process and Priorities

When you have fully satisfied all of the closing requirements set forth in Section D, then you are authorized and instructed to do the following in the chronological order given:

E.1. Date the Recordation Document to be recorded;

E.2. Record the Final Map as the Recordation Document in the Official Records;

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAPS
(RIVER ISLANDS AT LATHROP)**

E.3. Pay the costs associated with the Transaction;

E.4. Refund any funds delivered to you by RIS2A that are not disbursed at the time of the final Closing pursuant to these Escrow Instructions to the following entity and address:

River Islands Stage 2A, LLC
73 W. Stewart Road
Lathrop, CA 95330
Attn: Susan Dell'Osso

E.5. Notify Susan Dell'Osso, Debbie Belmar, Stephen Salvatore, Glenn Gebhardt and Jose Molina (JMolina@sjgov.org) of the completion of the Transaction;

E.6. Within five (5) business days after each Recordation Date, deliver by overnight delivery via recognized, national, overnight delivery carrier to: (1) Susan Dell'Osso, River Islands Stage 2A, LLC, 73 W. Stewart Road, Lathrop, CA 95330; and (2) Mr. Salvador Navarrete, City Attorney, City of Lathrop, 390 Towne Centre Drive, Lathrop, CA 95330:

(A) a certified copy of the Recordation Document showing all recording information of the Recordation Document; and

(B) a certified copy of the final Settlement Statement.

F. Additional Instructions

When assembling the final documents, signature pages from all parties shall be inserted into each respective final document in creating fully executed counterparts.

Please acknowledge receipt of these instructions and your agreement to act as Escrow agent in connection with this Transaction in accordance with these Escrow Instructions, by executing and dating a copy of these Escrow Instructions where indicated below, initialing all pages and returning it to both of the undersigned.

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAPS
(RIVER ISLANDS AT LATHROP)**

The Escrow Instructions may be modified only in a writing signed by both of the undersigned.

Very truly yours,

Stephen J. Salvatore
City Manager
City of Lathrop

Susan Dell'Osso
President
River Islands Stage 2A, LLC

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAPS
(RIVER ISLANDS AT LATHROP)**

ESCROW INSTRUCTIONS
ACKNOWLEDGEMENT AND AGREEMENT:

Receipt of the foregoing Escrow Instructions from RIS2A and the City is hereby acknowledged. The undersigned agrees, for itself, and on behalf of ORTC, to proceed in strict accordance with these Escrow Instructions. The undersigned represents and warrants to RIS2A and the City that the undersigned is authorized to execute this Acknowledgement and Agreement, for itself, and on behalf of ORTC.

Old Republic Title Company

By: _____
Its: _____
Date: _____

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ITEM 4.23

CITY MANAGER'S REPORT NOVEMBER 9, 2020, CITY COUNCIL REGULAR MEETING

ITEM: APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 25 LOTS IN TRACT 4002 VILLAGE "AA" WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS

RECOMMENDATION: Adopt Resolution Approving Final Map for Tract 4002 Village "AA" within the Lakeside East District, Totaling 25 Single Family Lots and a Subdivision Improvement Agreement with River Islands Stage 2A, LLC

SUMMARY:

The proposed Final Map for Tract 4002 will be the second and final tract map within the Village "AA" area. Anthem United Homes is proposing twenty-five (25) 50' x 100' single-family lots. A Vicinity Map is included as Attachment "B".

Staff recommends that the City Council approve the proposed Final Map Tract 4002, Village "AA" and a Subdivision Improvement Agreement with River Islands Stage 2A, LLC ("River Islands Stage 2A"), included as Attachment "C".

BACKGROUND:

The City of Lathrop City Council approved Vesting Tentative Map (VTM) 3694 on March 27, 2007 and an amended VTM 3694 with updated conditions of approval on June 1, 2015. On July 18, 2018, the City of Lathrop Planning Commission approved a Neighborhood Design Plan (NDP) and Architectural Guidelines and Design Standards (AG/DS) for the Lakeside East District, known as Stage 2A, within Phase 1 of the project. While the NDP contains conceptual guidance on parks within the Lakeside East District, a Master Parks Plan includes revisions to the parks and open spaces within the Stage 2A area and is pending Planning Commission action. The land for the proposed Final Map for Tract 4002 is within the geographic boundaries of VTM 3694 and Stage 2A.

As required by the City's subdivision ordinance, all final maps must include a Subdivision Improvement Agreement (SIA) to guarantee specific offsite and onsite improvements. The ownership of Tract 4002 was transferred from River Islands Development, LLC to an affiliate company, River Islands Stage 2A, LLC.

The total cost of the improvements for Village "AA" is \$2,363,335, however, a large percentage of the improvements have already been construction and therefore do not need to be guaranteed. Performance and labor & material securities were provided with the SIA for Tract 4001, which was approved by City Council in September 2019, which guaranteed the unfinished improvements for Village "AA", including both Tract 4001 and 4002, in the amount of:

CITY MANAGER’S REPORT **PAGE 2**
NOVEMBER 9, 2020, CITY COUNCIL REGULAR MEETING
APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT
FOR 25 LOTS IN TRACT 4002 VILLAGE “AA” WITHIN LAKESIDE EAST
DISTRICT OF RIVER ISLANDS

Unfinished Improvement Total:	\$488,635
Performance Bond (120% of Unfinished Improvements):	\$586,362
Labor & Materials Bond (50% of Performance Bond)	\$293,181

The SIA for Tract 4002 refers to the Agreement for Dedication, Inspection, and Guarantee of Streets and Public Improvements (“Off-site Agreement”) that was approved by the City on September 30, 2013. Although the Off-site Agreement applies to Tract 4002, the Final Map will not trigger any additional offsite improvements or security.

Acceptance of the public improvements will be processed by staff at a later date and when the unfinished improvements are completed. Prior to acceptance, River Islands will be required to provide a one (1) year warranty bond.

Village “AA” was annexed to the three different Community Facilities Districts (CFDs) for maintenance purposes with the approval of Village “AA” in 2019. The three CFDs are for the City, Reclamation District 2062, and River Islands Public Financing Authority (RIPFA).

River Islands Stage 2A must satisfy the Escrow Instructions, included as Attachment “D”, to guarantee the payment of all fees and execution of the documents related to the SIA.

REASON FOR RECOMMENDATION:

River Islands Stage 2A has fulfilled all of the requirements of the City’s subdivision ordinance as listed below:

Documents	Status
1. Final Map ready for signature	Completed
2. Subdivision Improvement Agreement	Completed
3. Performance Security – Uncompleted Landscaping and Miscellaneous Improvements provided with Tract 4001	Completed
4. Labor and Materials Security – Uncompleted Landscaping and Miscellaneous Improvements provided with Tract 4001	Completed
5. Street Improvement, Landscape, Light & Joint Trench	Completed
6. Geotechnical Report	Completed
7. Agreement for Backbone Improvements and Parks (Agreement for Dedication, Inspection and Guarantee of Streets and Public Improvements)	Completed

CITY MANAGER’S REPORT **PAGE 3**
NOVEMBER 9, 2020, CITY COUNCIL REGULAR MEETING
APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT
FOR 25 LOTS IN TRACT 4002 VILLAGE “AA” WITHIN LAKESIDE EAST
DISTRICT OF RIVER ISLANDS

8.	Approval of 3 rd Amendment to Development Agreement that guarantees creation of CFD for City Maintenance and Shortfalls, and Guarantee of Developer CFDs for Developer/other public agency Maintenance	Completed
9.	Allocation of Water and Sewer capacity	Completed
10.	Recommendation for approval from Stewart Tract Design Review Committee	Completed
11.	Submitted Certificate of Insurance, Tax Letter	Completed
12.	Submitted Preliminary Guarantee of Title	Completed
13.	Escrow Instructions	Completed
14.	Tract 4002 Village “AA” – City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities) Annexation No. 9	Annexed with Tract Village “AA” in 2018
Fees		Status
1.	Final Map plan check fee	Paid
2.	Improvement Plans - Plan check and inspection fees	Paid
3.	Sierra Club Settlement fee	To be paid in escrow

FISCAL IMPACT:

There is no budget impact to the City as all costs are covered by development fees and any shortfalls in the City’s maintenance and operating costs are covered by the CFDs.

ATTACHMENTS:

- A. Resolution Approving Final Map for Tract 4002 Village “AA” within the Lakeside East District, Totaling 25 Single Family Lots and a Subdivision Improvement Agreement with River Islands Stage 2A, LLC
- B. Village “AA” Vicinity Map
- C. Subdivision Improvement Agreement between the City of Lathrop and River Islands Stage 2A, LLC, a Delaware limited liability company, for Tract 4002, Village “AA”
- D. Escrow Instructions for Final Map Tract 4002 Village “AA”


CITY MANAGER'S REPORT
NOVEMBER 9, 2020, CITY COUNCIL REGULAR MEETING
APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT
FOR 25 LOTS IN TRACT 4002 VILLAGE "AA" WITHIN LAKESIDE EAST
DISTRICT OF RIVER ISLANDS

APPROVALS



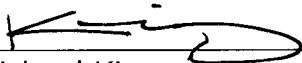
Brad Taylor
Associate Engineer

10/20/2020
Date



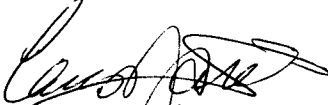
Glenn Gebhardt
City Engineer

10/20/2020
Date




Michael King
Public Works Director

10/20/2020
Date



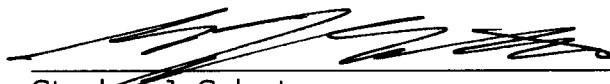
Carl James
Finance & Administrative Services Director

10/26/2020
Date



Salvador Navarrete
City Attorney

10-20-2020
Date



Stephen J. Salvatore
City Manager

11.2.2020
Date

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING FINAL MAP FOR TRACT 4002 VILLAGE "AA" WITHIN THE LAKESIDE EAST DISTRICT, TOTALING 25 SINGLE FAMILY LOTS AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH RIVER ISLANDS STAGE 2A, LLC

WHEREAS, the City of Lathrop City Council approved Vesting Tentative Map (VTM) 3694 on March 27, 2007 and an amended VTM 3694 with updated conditions of approval on June 1, 2015; and

WHEREAS, on July 18, 2018, the City of Lathrop Planning Commission approved a Neighborhood Design Plan (NDP) and Architectural Guidelines and Design Standards (AG/DS) for the Lakeside East District, known as Stage 2A, within Phase 1 of the project; and

WHEREAS, the land for the proposed Final Map for Tract 4002 is within the geographic boundaries of VTM 3694 and Stage 2A; and

WHEREAS, as required by the City's subdivision ordinance, all final maps must include a Subdivision Improvement Agreement (SIA) to guarantee specific offsite and onsite improvements; and

WHEREAS, the guarantees for Tract 4002 were provided with the approved SIA for Tract 4001 executed with River Islands Development, LLC and therefore additional guarantee is not required to be provided with the SIA for Tract 4002. The ownership of Tract 4002 was transferred from River Islands Development, LLC to an affiliate company, River Islands Stage 2A, LLC. Tracts 4001 and 4002 are collectively known as Village "AA"; and

WHEREAS, performance and labor & material securities were provided with the SIA for Tract 4001 that guarantee the unfinished improvements for Village "AA", including both Tract 4001 and 4002, in the amount as follows; and

Unfinished Improvement Total:	\$488,635
Performance Bond (120% of Unfinished Improvements):	\$586,362
Labor & Materials Bond (50% of Performance Bond)	\$293,181

WHEREAS, acceptance of the public improvements will be processed by staff at a later date and when the unfinished improvements are completed. Prior to acceptance, River Islands will be required to provide a one (1) year warranty bond; and

WHEREAS, Village "AA" was annexed to the three different Community Facilities Districts (CFDs) for maintenance purposes with the approval of Village "AA" in 2019; and

WHEREAS, River Islands Stage 2A must satisfy the Escrow Instructions, included as Attachment "D" to the City Manager's Report, to guarantee the payment of all fees and execution of the documents related to the SIA.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lathrop that approves and accepts the following actions:

1. The Final Map for Tract 4002 and is hereby approved as submitted for recordation with the San Joaquin County Assessor/Recorder/County Clerk Office. The recorded executed copy will be filed with the City Clerk.
2. The City Manager, or their designee, is authorized to execute a Subdivision Improvement Agreement with River Islands Stage 2A, LLC, in substantially the form as attached to the November 9, 2020 staff report, the file executed copy will be filed with the City Clerk.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 9th day of November 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

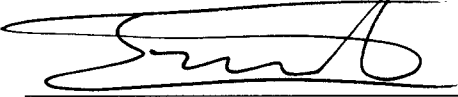
ABSENT:

Sonny Dhaliwal, Mayor

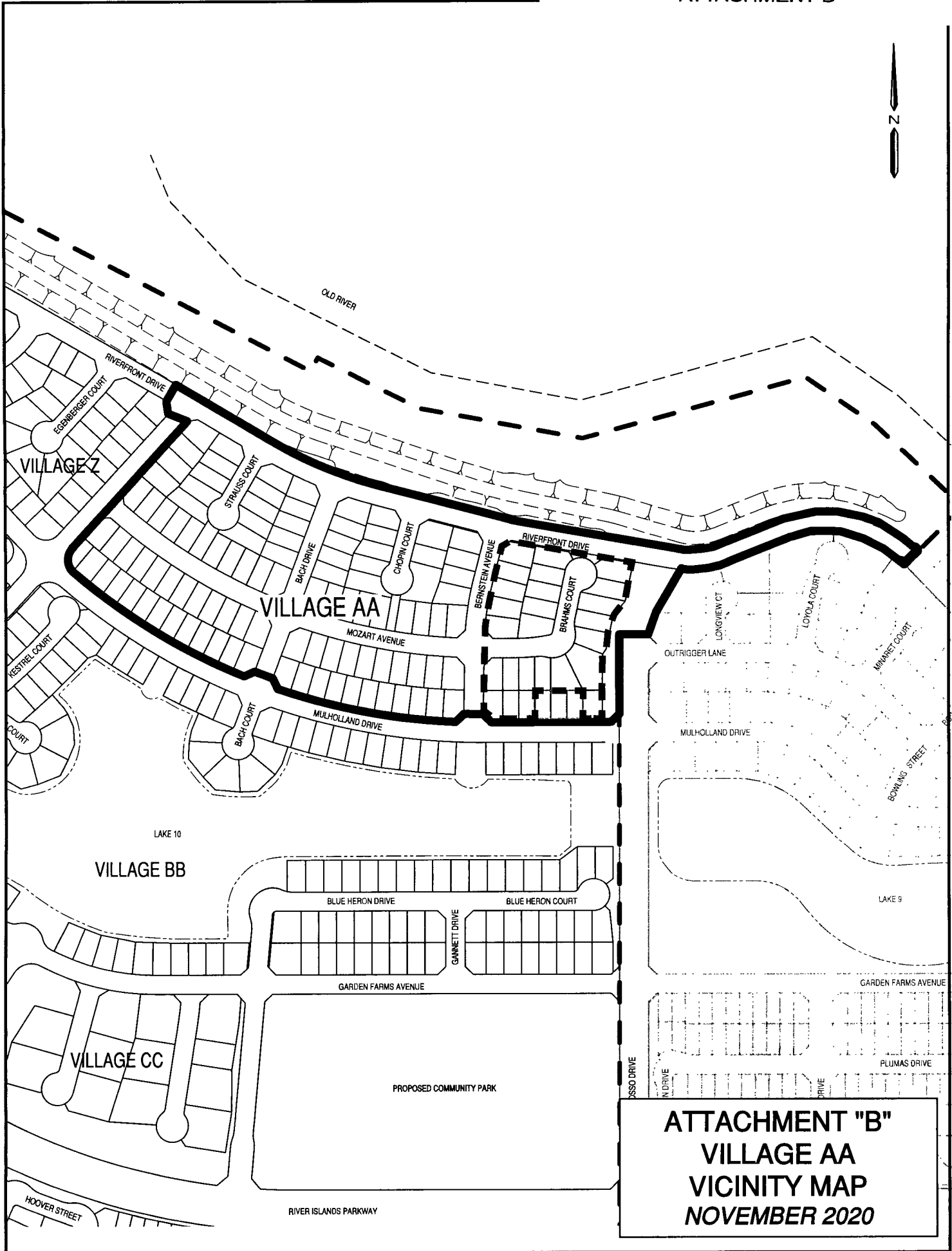
ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney



ATTACHMENT "B"
VILLAGE AA
VICINITY MAP
NOVEMBER 2020

SUBDIVISION IMPROVEMENT AGREEMENT
BY AND BETWEEN THE CITY OF LATHROP AND
RIVER ISLANDS STAGE 2A, LLC, A DELAWARE LIMITED LIABILITY COMPANY
FOR TRACT 4002 VILLAGE “AA” 25 RESIDENTIAL LOTS

RECITALS

A. This Agreement is made and entered into this **9th day of November 2020**, by and between the CITY OF LATHROP, a municipal corporation of the State of California (hereinafter "CITY") and River Islands Stage 2A, LLC, a Delaware limited liability company, (hereinafter "SUBDIVIDER").

B. At its May 15, 2017 meeting, the City Council approved the temporary closure of Cohen and Paradise Roads associated with construction and grading activities in Stage 2 of River Islands. This approval requires SUBDIVIDER to construct a paved public roadway to connect any remaining gaps between the Paradise Road and Stewart Road intersection and the Somerston Parkway/River Islands Parkway intersection by August 1, 2020. As a result, previously provided security in the form of a Letter of Guarantee from the River Islands Public Financing Authority (“RIPFA”) has guaranteed the replacement of Cohen Road and Paradise Road with a set aside of bond proceeds (Attachment " G") in the amount of \$543,600, that is available to CITY if SUBDIVIDER does not meet the August 1, 2020 deadline. Further, the amount of set aside bond proceeds shall be reduced by the City Engineer as River Islands Parkway is extended to replace these removed roadways. The closed portion of Stewart Road is not anticipated to be replaced, but it remains for now as legal access to parcels fronting Stewart Road, and as emergency access. The security referenced in this recital shall remain in place for this final map and all final maps associated with this access until it is no longer necessary.

River Islands Parkway was constructed to replace Cohen Road, and the portions of Paradise Road that was removed has been reconstructed and both roadways are open to the public. However, this guarantee will remain in place until River Islands Parkway has been accepted by the City.

C. At its July 9, 2018 meeting, the CITY approved the Tract 3908 large lot final map, which includes the Village AA area within Stage 2A of River Islands. The approval of Tract 3908 required security for the construction of River Islands Parkway from Dell’Osso Drive to the Stage 2B boundary. As a result, previously provided security in the form of a Letter of Guarantee from the River Islands Public Financing Authority (“RIPFA”) has guaranteed the construction of River Islands Parkway from Dell’Osso Drive to the Stage 2B boundary with a set aside of bond proceeds (Attachment "H") in the amount of \$450,000, that is available to CITY if SUBDIVIDER does not meet a September 30, 2019 deadline or as may be extended by CITY.

The security referenced in this recital shall remain in place for this final map and all final maps associated with it until River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary is fully constructed and accepted into use by CITY.

River Islands Parkway was constructed to replace Cohen Road, and the portions of Paradise Road that was removed has been reconstructed and both roadways are open to the public. However, this guarantee will remain in place until River Islands Parkway has been accepted by the City.

D. Pursuant to Division 2 of Title 7 of the Government Code of the State of California and the CITY's Subdivision Regulations (City of Lathrop, Code of Ordinances, Chapter 16), SUBDIVIDER is required to make dedications and improve Tract 4002. However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with Tracts 4001 and 4002, collectively Village "AA", located within the Lakeside East District of River Islands Phase 1, which also includes major streets necessary to access the site. The unfinished portion of improvements total \$488,635 and both performance and labor and materials security is required by the Lathrop Subdivision Ordinance and the Subdivision Map Act have been provided to the City with the approval of the Tract 4001 (Village "AA") Subdivision Improvement Agreement.

E. SUBDIVIDER has completed almost the entirety of the joint trench improvements for Tract 4002 and as noted in Recital D, security shall be required for the unfinished portion of these improvements, along with other required infrastructure associated with Tract 4002 and Village "AA" overall. Improvement plans, and street light plans prepared by Power Systems Design, Inc. have already been approved by the City. The street, sidewalk, underground utility, storm drainage, street light and joint trench improvements (hereinafter "Improvements") are substantially completed and minor improvements not yet constructed as part of the required infrastructure for Tract 4002 are required security as outlined in this Agreement is required.

NOW THEREFORE in consideration of CITY'S pending approval and acceptance of the Improvements upon their satisfactory completion, and in consideration of SUBDIVIDER'S construction of Improvements in strict accordance with the terms of this Agreement, all applicable laws, statutes, ordinances, rules and regulations currently in force and effect in CITY, the terms and conditions of which are incorporated herein by this reference, the parties hereto mutually covenant and agree as follows:

1. SUBDIVIDER shall complete construction of, or cause construction to be completed at its sole cost and expense, the Improvements for all of the lots within the Lakeside East neighborhood, to the limits identified on Exhibit "A", including the public landscaping, streetlight and joint trench improvements. All improvements shall be constructed to the satisfaction and approval of the City Engineer, in a good and workmanlike manner in accordance with the above referenced improvement plans and specifications, the improvement standards and specifications of the CITY'S Department of Public Works, the applicable Ordinances of the City of Lathrop and the California Subdivision Map Act.

2. SUBDIVIDER shall complete the Improvements, including all deferred and unfinished improvements, prior to occupancy of the last home constructed in Tract 4002 that is conveyed to a private interest not associated with the transfer of title of Tract 4002 associated with the filing of Tract 4002 (homebuilder), prior to the completion and occupancy of the last production dwelling unit associated with Tract 4002, or November 9, 2021, whichever comes first. Such occupancy shall be documented by CITY in the form of a Certificate of Occupancy or Final Building Permit.
3. CITY, or its agent(s), shall, at any time during the progress of the Improvements, have free access thereto, and shall be allowed to examine the same and all material to be used therein. If the Improvements or any part thereof are not completed in strict compliance with the standards set forth in Paragraph 1 above, CITY may refuse to accept and may reject the defective Improvements and/or materials therein.
4. SUBDIVIDER shall secure the services of skilled personnel necessary to construct the Improvements. CITY is not skilled in these matters and relies upon the skill of the SUBDIVIDER to ensure that the construction of the Improvements is in the most skillful and durable manner.
5. CITY'S acceptance of the Improvements does not operate as a release of SUBDIVIDER from any guarantee hereunder.
6. SUBDIVIDER guarantees and warrants that the Improvements shall be constructed in compliance with the standards set forth in Paragraph 1 above, free from any defects in work or labor done, and from any defects in materials furnished. Further, SUBDIVIDER shall repair and maintain the Improvements in good condition and in accordance with CITY specifications for one (1) year after CITY'S acceptance of the Improvements. As required by this Agreement, prior to acceptance of the Improvements, SUBDIVIDER'S Warranty Bond posted with Tract 4001 in the amount of \$236,334, equal to 10% of the estimated cost of the Improvements for the Village "AA" area (\$2,363,335) as included in the Engineer's estimate attached to this Agreement as Exhibit "F", shall be used to insure SUBDIVIDER'S repair and warranty of the Improvements in accordance with the terms of this Agreement. The Warranty Bond shall be released at the end of the one year guarantee period, provided there are no claims against it are then outstanding.
7. Because some of the backbone improvements referenced in Recitals "B" and "C" are required to provide access and to Tract 4002 and are associated with adjacent tracts as otherwise described in this Agreement, as well as the "Agreement for Dedication, Inspection and Guarantee of Public Streets and Improvements, ("2013 Agreement"), approved by CITY on September 30, 2013, the security provided as noted in Recitals "B" and "C" shall remain in place until the City accepts River Islands Parkway from Somerston Parkway to Paradise Road.
8. If SUBDIVIDER, in whole or in part, abandons the Improvements, or unnecessarily or unreasonably delays construction of the Improvements, fails to complete construction of the Improvements within the time specified in this Agreement, or fails to repair.

Replace or reconstruct any defects, as set forth in Paragraph 6 above, CITY may, but is not required to, proceed to complete and/or repair, replace, or reconstruct the Improvements, either by itself or by contract for such service, and CITY may cause to be forfeited such portion of any security deposited therein as is necessary to cover the costs of completion, repair, replacement, or reconstruction incurred by CITY. Once action is taken by CITY to complete, repair, replace and/or reconstruct the Improvements, SUBDIVIDER shall be responsible for all costs incurred by CITY, even if SUBDIVIDER subsequently completes the work.

The CITY shall have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security (including but not limited to any Letter of Guarantee, Certificate of Deposit, cash, bond for performance, labor and materials and repair and maintenance, letter of credit or cash deposit) therefore is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Government Code Section 66499.4, incurred by the CITY, in addition to the costs of the improvements shall be a proper charge against the security and SUBDIVIDER. In the event it becomes necessary for CITY to bring an action to compel performance of this Agreement or to recover costs of completing such improvements, SUBDIVIDER shall pay reasonable attorney's fees, costs of suit and all other expenses of litigation incurred by CITY in connection therewith.

9. Because the Improvements are not entirely complete, the SUBDIVIDER is required to only post Performance or Labor & Materials bonds to guarantee the unfinished improvements associated with Tract 4001 and Tract 4002 as included and described in Exhibit "E" of this Agreement. The security previously posted with Tract 4001, in the form of a performance bond equal to 120% of the amount of unfinished improvements as shown in Exhibit "E" ($\$488,635 \times 120\% = \$586,362$ – performance bond amount) as indicated in Recital D shall remain in full force and effect. The corresponding labor and materials bond previously posted, in the amount of $\$293,181$ equal to 50% of the performance bond amount ($\$586,362 \times 50\% = \$293,181$), also as indicated in Recital D, shall remain in full force and effect. Further, SUBDIVIDER shall also comply with CITY'S insurance requirements set forth on Exhibit "C" attached hereto and incorporated herein.

10. Any alteration(s) made to the plans and specifications, which are a part of this Agreement, or any provision of this Agreement shall not operate to release any surety or sureties from liability on any bond or bonds attached hereto and made a part thereof. The above referenced sureties hereby consent to such alterations and waive the provisions of California Civil Code Section 2819.

11. Neither the CITY nor any of its officers, employees or agents shall be liable to SUBDIVIDER, and/or SUBDIVIDER'S agents, contractors or subcontractors for any error or omission arising out of or in connection with any work to be performed under this Agreement.

12. Neither the CITY nor any of its officers, employees, or agents, shall be liable to the SUBDIVIDER or to any person, entity, or organization, for any injury or damage that may result to any person or property by or from any cause in, on, or about the subdivision of all or any part of the land covered by this Agreement.

13. SUBDIVIDER hereby agrees to, and shall hold CITY, its elective and appointive boards, commissions, officers, agents and employees (collectively, "Indemnitees"), harmless from any liability for damage or claims which may arise from SUBDIVIDER and/or SUBDIVIDER'S contractors, subcontractors, agents, or employees' operations under this Agreement, whether such operations be by SUBDIVIDER or by any SUBDIVIDER contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, SUBDIVIDER or any of SUBDIVIDER'S contractors or subcontractors. SUBDIVIDER shall, at its own cost and expense, defend any and all actions, suits, or legal proceedings or any type that may be brought or instituted against CITY and indemnities on any claim or demand, of any nature whatsoever, and pay or satisfy any judgment that may be rendered against CITY and the Indemnitees in any such action, suit or legal proceedings, resulting from or alleged to have resulted from SUBDIVIDER'S performance or non-performance of his duties and obligations under this Agreement, or from the negligent act or omission of himself, his agents, contractors, representatives, servants or employees. The promises and Agreement to indemnify and hold harmless set forth in this section is not conditioned or dependent on whether or not any indemnity has prepared, supplied or approved any plan or specification in connection with this work or subdivision, whether or not any such indemnity has insurance or indemnification covering any of these matters. CITY does not, and shall not; waive any rights against SUBDIVIDER which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by CITY of any deposit with CITY by SUBDIVIDER. The aforesaid hold harmless agreement by SUBDIVIDER shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not CITY has prepared, supplied or approved of, plans and/or specifications for the subdivision.

14. Neither SUBDIVIDER nor any of SUBDIVIDER'S agents, contractors or subcontractors are, or shall be, considered to be agents of CITY in connection with the performance of SUBDIVIDER'S obligations under this Agreement.

15. Prior to acceptance of the Improvements by the City Council, the SUBDIVIDER shall be solely responsible for maintaining the quality of the Improvements, and maintaining safety at the project site. The SUBDIVIDER'S obligation to provide the Improvements shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Improvements as complete. The CITY and SUBDIVIDER have formed Community Facilities Districts to finance maintenance and improvements. The CITY expects to preserve the ability to use future special taxes of the CFD for payment of the cost of acquisition of the Improvements, which may require that acceptance of improvements by CITY be subject to the provisions of an acquisition agreement to be entered into by the CITY and SUBDIVIDER providing that CITY expects to be paid or reimbursed acquisition costs through future CFD special taxes. SUBDIVIDER shall cooperate to facilitate such method of acquisition.

16. SUBDIVIDER shall pay service fees for the utility services from the time the Improvements are accepted by the CITY to the end of the fiscal year, or up to a one (1) year period, whichever is needed to ensure an opportunity for the Improvements to be included in the next fiscal year annual assessment.

17. SUBDIVIDER shall be responsible to sweep streets within the subdivision every two weeks as directed by the City Engineer, on all streets where lots are occupied and all streets providing access to occupied lots until the Improvements are accepted by the CITY.

18. SUBDIVIDER shall not assign this Agreement without the prior written consent of CITY. If such consent is given, the terms of this Agreement shall apply to and bind the heirs, successors, executors, administrators and assignees of SUBDIVIDER, and any heirs, successors, executors, administrators and assignees of the SUBDIVIDER and shall be jointly and severally liable hereunder.

19. The SUBDIVIDER shall, at the SUBDIVIDER'S expense, obtain and maintain all necessary permits and licenses for construction of the Improvements. Prior to the commencement of Improvement construction, the SUBDIVIDER shall obtain a City of Lathrop Business License. The SUBDIVIDER shall comply with all local, state and federal laws, whether or not said laws are expressly stated in this Agreement.

20. This Agreement and any amendments hereto comprise the entire understanding and agreement between the parties regarding the improvements to be constructed and dedications for Tract 4002.

21. The following miscellaneous provisions are applicable to this Agreement:

a. Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the laws of the State of California.

b. Definitions. The definitions and terms are as defined in this Agreement.

c. Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.

d. Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

e. Incorporation of Documents. All documents referred to herein and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated herein and shall be deemed to be part of this Agreement.

f. Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.

g. Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.

h. Successors and Assigns. Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.

i. Time of the Essence. Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.

j. Venue. In the event either party brings that suit hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin.

ATTACHMENTS:

- EXHIBIT A FINAL MAP - TRACT 4002
 - EXHIBIT B TRACT 4002 AND VILLAGE AA AREA
 - EXHIBIT C: CITY INSURANCE REQUIREMENTS
 - EXHIBIT D: UNFINISHED IMPROVEMENT COST ESTIMATE
 - EXHIBIT E: VILLAGE AA IMPROVEMENTS ENGINEER'S ESTIMATE
 - EXHIBIT F: RIPFA LETTER OF GUARANTEE - INTERIM PUBLIC ACCESS WITHIN
THE STAGE 2A DEVELOPMENT AREA
-

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 9th day of November 2020, at Lathrop, California.

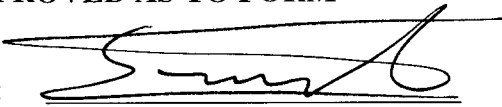
ATTEST:
City Clerk of and for the City
of Lathrop, State of California

CITY OF LATHROP, a
municipal corporation of the
State of California

BY: _____
Teresa Vargas
City Clerk

BY: _____
Stephen J. Salvatore
City Manager

APPROVED AS TO FORM

BY: 
Salvador Navarrete
City Attorney

River Islands Stage 2A, LLC
a California limited liability company

BY: _____
Susan Dell'Osso
President
"SUBDIVIDER"

EXHIBIT "A"

FINAL MAP - TRACT 4002

**TRACT 4002
RIVER ISLANDS - STAGE 2A
VILLAGE AA2**

A PORTION OF RANCHO EL PESCADORO, BEING
A SUBDIVISION OF PARCEL 1 OF TRACT 4001 (43 MAP 65),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
OCTOBER 2020



OWNERS STATEMENT

THE UNDERSIGNED DOES HEREBY STATE THAT THEY ARE THE OWNERS OF ALL THE LAND DELINEATED AND SHOWN ON THIS FINAL MAP. THE UNDERSIGNED HAS REVIEWED THE FINAL MAP AND THE PLANNING COMMISSION'S STATEMENT AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA

THE UNDERSIGNED DOES HEREBY DEDICATE AN EASEMENT TO THE CITY OF LATHROP FOR PUBLIC RIGHTS-OF-WAY PURPOSES, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS BRANNIS COURT, AS SHOWN ON THIS FINAL MAP.

THE UNDERSIGNED DOES HEREBY DEDICATE TO THE CITY OF LATHROP A NON-EXCLUSIVE EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN, POLES, WIRKS, CABLES, PIPES, AND CONDUITS AND THEIR APPURTENANCES UPON, OVER AND UNDER THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS "P.U.E." (PUBLIC UTILITY EASEMENT)

THE UNDERSIGNED DOES HEREBY DEDICATE TO THE CITY OF LATHROP, IN FEE, PARCEL A, FOR PURPOSES OF OPEN SPACE, INCLUDING PUBLIC UTILITIES, AND APPURTENANCES THERE TO, FOR THE BENEFIT OF THE PUBLIC, AS SHOWN ON THIS FINAL MAP.

THE UNDERSIGNED DOES HEREBY RELINQUISH TO THE CITY OF LATHROP ALL ABUTTERS RIGHT OF ACCESS TO LOTS 4, 5, 20 AND 21 ALONG THE LOT LINES AS INDICATED BY THE SYMBOL ////////// AS SHOWN ON THIS FINAL MAP.

OWNER: RIVER ISLANDS STAGE 2A, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: SUSAN DELL'OSSO DATE _____ 2020
PRESIDENT

OLD REPUBLIC TITLE COMPANY AS TRUSTEE, UNDER THE DEED OF TRUST RECORDED DECEMBER 22, 2016 AS DOCUMENT NUMBER 2016-160886, AND AS AMENDED IN DOCUMENT RECORDED DECEMBER 26, 2017 AS DOCUMENT NUMBER 2017-150771 AND FURTHER AMENDED IN DOCUMENT RECORDED APRIL 15, 2020 AS DOCUMENT NUMBER 2020-046005, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY

DATED THIS _____ DAY OF _____, 2020

BY: _____
TIT: _____

SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

THIS MAP CONFORMS TO AMENDED VESTING TENTATIVE MAP NO. 3694 APPROVED BY THE PLANNING COMMISSION

DATED THIS _____ DAY OF _____, 2020

MARK WEISSNER, COMMUNITY DEVELOPMENT DIRECTOR
CITY OF LATHROP

ACKNOWLEDGEMENT CERTIFICATE (OWNERS)

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

STATE OF CALIFORNIA

COUNTY OF SAN JOAQUIN

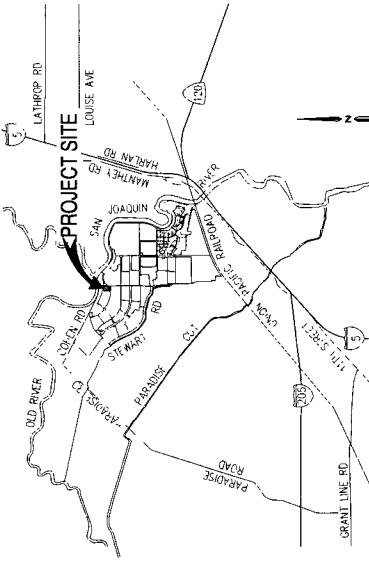
ON _____, 2020 BEFORE ME,

A NOTARY PUBLIC, PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/HER AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/HER SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT

WITNESS MY HAND

SIGNATURE _____
NAME (PRINT) _____
PRINCIPAL COUNTY OF BUSINESS _____
MY COMMISSION NUMBER _____
MY COMMISSION EXPIRES _____



VICINITY MAP
NOT TO SCALE

CITY CLERK'S STATEMENT

I, TERESA VARGAS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE HEREIN EMBODIED MAP ENTITLED "TRACT 4002, RIVER ISLANDS, STAGE 2A, VILLAGE AA2", CITY OF LATHROP, CALIFORNIA, CONSISTING OF SEVEN (7) SHEETS, THIS STATEMENT WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A MEETING THEREOF, HELD ON THE 15TH DAY OF _____, 2020; AND THAT SAID CITY COUNCIL DID THEREUPON BY MAP AND AUTHORIZED ITS RECORDER, AND ACCEPTED ON BEHALF OF THE CITY OF LATHROP, FOR PUBLIC USE, THE DEDICATION OF ALL PUBLIC UTILITY EASEMENTS, PARCEL A, IN FEE, AND THE RELINQUISHMENT OF ACCESS RIGHTS TO LOTS 4, 5, 20 AND 21, ALONG THE LOT LINES AS INDICATED BY THE SYMBOL //////////. AND ACCEPTED THE OFFER OF DEDICATION OF BRANNIS COURT AS SHOWN ON SAID MAP SUBJECT TO THE IMPROVEMENTS BEING COMPLETED IN ACCORDANCE WITH CHAPTER 16, TITLE 18 OF THE CITY OF LATHROP MUNICIPAL CODE

I FURTHER STATE THAT ALL BONDS AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN MAP, IF APPLICABLE, HAVE BEEN APPROVED BY THE CITY COUNCIL OF LATHROP AND FILED IN MY OFFICE

TERESA VARGAS
CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA

RECORDERS STATEMENT

FILED THIS _____ DAY OF _____, 2020, AT _____
IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____ AT THE REQUEST OF OLD REPUBLIC
TITLE COMPANY _____
FEE \$ _____

BY: _____
STEVE BESTADARDES, COUNTY CLERK
SAN JOAQUIN COUNTY, CALIFORNIA

RECUPT FROM FEE PER GOVERNMENT CODE 72398; DOCUMENT
RECORDED IN THE PUBLIC RECORDS OF SAN JOAQUIN COUNTY
THE IMPOSITION OF DOCUMENTARY TRANSFER TAX

TRACT 4002 RIVER ISLANDS - STAGE 2A VILLAGE AA2

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 1 OF TRACT 4001 (43 MAP 65),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
OCTOBER 2020



CITY ENGINEER'S STATEMENT

I, GLENN GERHARDT, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE AMENDED VESTING TENTATIVE MAP NO. 3894, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA STATE SUBDIVISION MAP ACT AND APPLICABLE ORDINANCES OF THE CITY OF LATHROP, AND ANY AMENDMENTS THEREOF, APPLICABLE AT THE TIME OF APPROVAL OF AMENDED VESTING TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2020



GLENN GERHARDT, P.E., 34681
CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF RIVER ISLANDS DEVELOPMENT, LLC, ON SEPTEMBER 11, 2018. I HEREBY STATE ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2023, AND THAT THE MONUMENTS ARE, OR THAT THEY WILL BE, SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2020



DYLAN CRAWFORD, P.L.S. NO 7788

CITY SURVEYOR'S STATEMENT

I, ANNE-SOPHIE TRUONG, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4002, RIVER ISLANDS-STAGE 2A, VILLAGE AA2", CITY OF LATHROP, CALIFORNIA, AND I AM SATISFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2020



ANNE-SOPHIE TRUONG, P.L.S. 8998
ACTING CITY SURVEYOR
CSG CONSULTANTS

SIGNATURE OMISSIONS

PURSUANT TO SECTION 864.06 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:

- 1 RECLAIMED ISLANDS LAND COMPANY, RESERVATION FOR OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER 2001-046177, S.J.C.R.
- 2 PUBLIC UTILITY EASEMENTS IN FAVOR OF THE CITY OF LATHROP PER TRACT 4001, RIVER ISLANDS-STAGE 2A, VILLAGE AA, FILED DECEMBER 21, 2018, IN BOOK 42 OF MAPS AND PLATS, PAGE 85, S.J.C.R.

RECITALS

- 1 RIGHT TO FARM STATEMENT: THE GENERAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15.48.01, THE CITY OF LATHROP PERMITS OPERATION OF PROPERTY CONDUCTED, AGRICULTURAL OPERATIONS WITHIN THE CITY LIMITS, INCLUDING THOSE THAT UTILIZE CHEMICAL FERTILIZERS AND PESTICIDES. YOU ARE HEREBY NOTIFIED THAT THE PROPERTY YOU ARE PURCHASING MAY BE LOCATED CLOSE TO AGRICULTURAL LANDS AND OPERATIONS. YOU MAY BE SUBJECT TO INCONVENIENCE OR DISCOMFORT ARISING FROM THE LAWFUL AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTICIDES AND FROM OTHER AGRICULTURAL ACTIVITIES, INCLUDING WITHOUT LIMITATION, CULTIVATION, PLOWING, HARROWING, PLANTING, SEEDING, FERTILIZING, IRRIGATION, AND OTHER ACTIVITIES WHICH MAY GENERATE DUST, SMOKE, NOISE, ODOR, AND ANIMALS FROM DEGRADATION, AND OTHER ACTIVITIES WHICH MAY BE LOCATED ADJACENT TO AGRICULTURAL ROADS AND PESTS. BE AWARE ALSO, THAT THIS PROPERTY MAY BE LOCATED ADJACENT TO AGRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION. CONSEQUENTLY, DEPENDING ON THE LOCATION OF YOUR PROPERTY, IT MAY BE NECESSARY THAT YOU BE PREPARED TO ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL AND NECESSARY ASPECT OF LIVING IN AN AGRICULTURALLY ACTIVE REGION.
- 2 A SOILS REPORT ENTITLED "GEOCHEMICAL EXPLORATION, RIVER ISLANDS PHASE 1, LATHROP, CALIFORNIA", REFERENCE NUMBER NO. 58435 DTD 16, AND DATED JULY 29, 2005, HAS BEEN PREPARED FOR THIS PROJECT BY GLENN GERHARDT, P.E., NO. 34681, REGISTERED PROFESSIONAL ENGINEER, CIVIL ENGINEERING, 10000 TRACT 4002, RIVER ISLANDS-STAGE 2A, VILLAGE AA2, CONTAINS 25 RESIDENTIAL LOTS, AND 1 LETTERED PARCEL CONTAINING 4.40 ACRES, MORE OR LESS, INCLUDING ROADWAYS THAT ARE BEING DEDICATED BY THIS FINAL MAP. ALL AS SHOWN ON THIS FINAL MAP (PLEASE REFER TO THE AREA TABLE BELOW)
- 3

TRACT 4002 AREA SUMMARY	
LOTS 1 THROUGH 25	3.57 AC±
PARCEL A	0.07 AC±
STREET DEDICATIONS	0.76 AC±
TOTAL	4.40 AC±

- 4 BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 1214021376-LR (VERSION 1), DATED AUGUST 18, 2020, PROVIDED BY OLD REPUBLIC TITLE COMPANY

REFERENCES

- (R1) RECORD OF SURVEY FILED AUGUST 4, 2004, IN BOOK 35 OF SURVEYS, PAGE 142, AS CORRECTED BY CERTIFICATE OF CORRECTION RECORDED JULY 15, 2005 AS DOCUMENT NUMBER 2005-177264, S.J.C.R. (35 SURVEYS 142)
- (R2) TRACT 3876, RIVER ISLANDS-PHASE 1B, LARGE LOT FINAL MAP, FILED MARCH 31, 2016, IN BOOK 42 OF MAPS AND PLATS, PAGE 56, S.J.C.R. (42 MAP 56)
- (R3) TRACT 3899, RIVER ISLANDS-STAGE 2A, VILLAGE BB, FILED MARCH 27, 2019, IN BOOK 43 OF MAPS AND PLATS PAGE 78, S.J.C.R. (43 MAP 78)
- (R4) TRACT 4001, RIVER ISLANDS-STAGE 2A, VILLAGE AA, FILED DECEMBER 21, 2018, IN BOOK 43 OF MAPS AND PLATS PAGE 85 S.J.C.R. (43 MAP 85)
- (R5) TRACT 3836, RIVER ISLANDS-STAGE 2A, VILLAGE AA, FILED MARCH 15, 2017, IN BOOK 42 OF MAPS AND PLATS, PAGE 84, S.J.C.R. (42 MAP 84)
- (R6) TRACT 3838, RIVER ISLANDS-STAGE 2A, VILLAGE AA, FILED NOVEMBER 30, 2017, IN BOOK 43 OF MAPS AND PLATS PAGE 12, AS CORRECTED BY CERTIFICATE OF CORRECTION RECORDED OCTOBER 16, 2018, AS DOCUMENT NUMBER 2018-114854, S.J.C.R. (43 MAP 12)
- (R7) TRACT 3908, RIVER ISLANDS-STAGE 2A, LARGE LOT FINAL MAP, FILED SEPTEMBER 20, 2018, IN BOOK 43 OF MAP AND PLATS, PAGE 52, S.J.C.R. (43 MAP 52)
- (R8) IRREVOCABLE ORDER OF DEDICATION OF EASEMENT FOR PUBLIC ROADWAY PURPOSES AND PUBLIC UTILITY EASEMENT (TRACT 4001-OFFSITE ROADWAY DEDICATION-MULHOLLAND DRIVE AND BUSCH AVENUE) IN FAVOR OF THE CITY OF LATHROP, RECORDED DECEMBER 21, 2018, AS DOCUMENT NUMBER 2018-143178, S.J.C.R.

CERTIFICATE OF DEDICATION

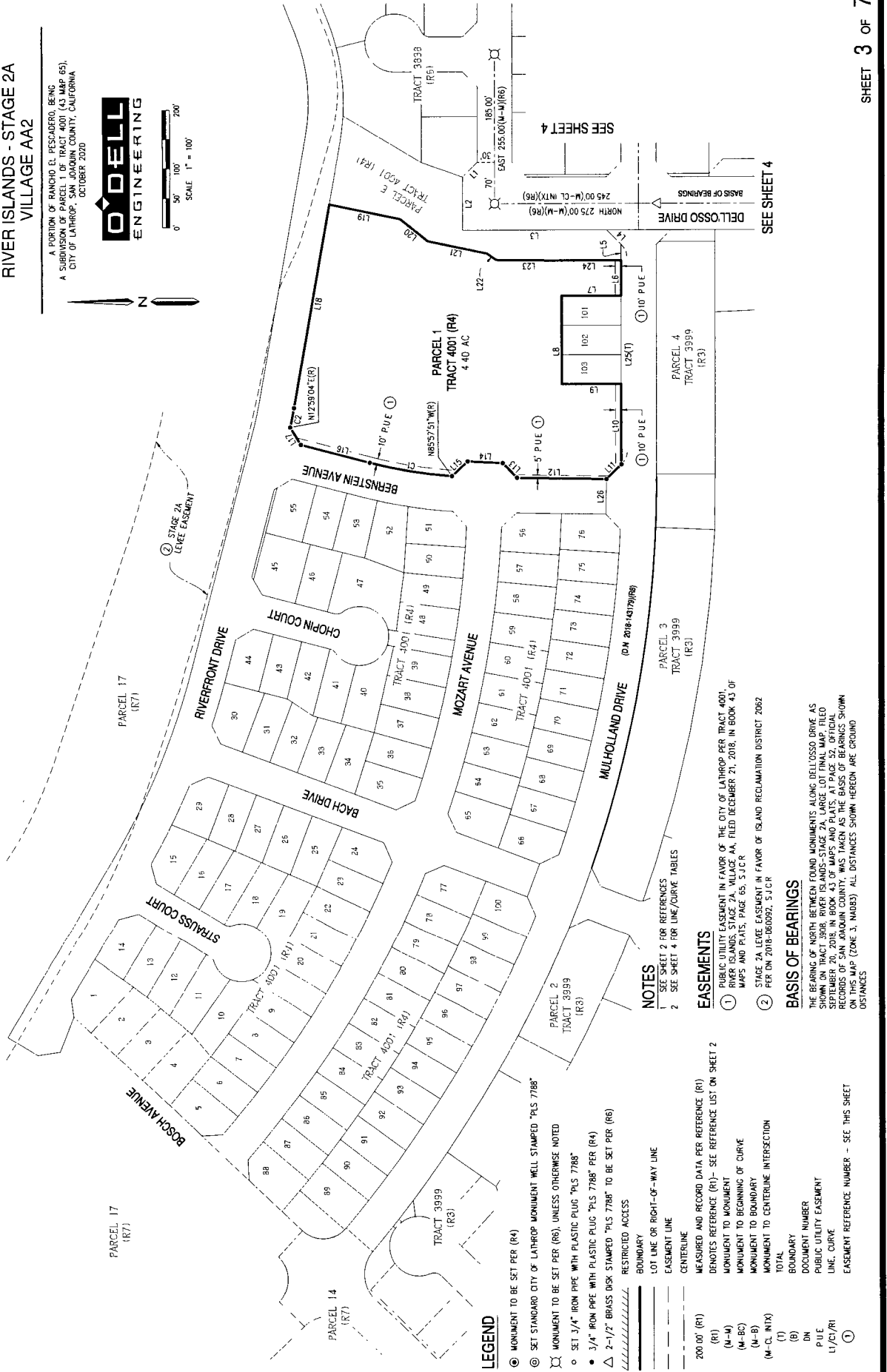
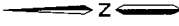
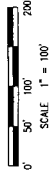
THE FOLLOWING REAL PROPERTY IS DEDICATED BY RIVER ISLANDS STAGE 2A, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS FOLLOWS:

PARCEL A, FOR PURPOSES OF LANDSCAPE, OPEN SPACE, INCLUDING PUBLIC UTILITIES AND APPURTENANCES

THE CITY OF LATHROP SHALL RECONVEY THE PROPERTY TO THE SUBDIVIDER IF THE CITY MAKES A DETERMINATION THAT PURSUANT TO GOVERNMENT CODE SECTION 66477.5 THE SAME PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST, OR THE PROPERTY OR ANY PORTION THEREOF IS NOT REQUIRED FOR PUBLIC UTILITIES

TRACT 4002 RIVER ISLANDS - STAGE 2A VILLAGE AA2

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 1 OF TRACT 4001 (43 MAP 85),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
OCTOBER 2020



LEGEND

- MONUMENT TO BE SET PER (R4)
- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊗ MONUMENT TO BE SET PER (R6), UNLESS OTHERWISE NOTED
- SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R4)
- △ 2-1/2" BRASS DISK STAMPED "PLS 7788" TO BE SET PER (R6)
- ▬ RESTRICTED ACCESS
- ▬ BOUNDARY
- ▬ LOT LINE OR RIGHT-OF-WAY LINE
- ▬ EASEMENT LINE
- ▬ CENTERLINE
- ▬ MEASURED AND RECORDED DATA PER REFERENCE (R1)
- ▬ DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2
- ▬ MONUMENT TO MONUMENT
- ▬ MONUMENT TO BEGINNING OF CURVE
- ▬ MONUMENT TO BOUNDARY
- ▬ MONUMENT TO CENTERLINE INTERSECTION
- ▬ TOTAL
- ▬ BOUNDARY
- ▬ DOCUMENT NUMBER
- ▬ PUBLIC UTILITY EASEMENT
- ▬ LINE, CURVE
- ▬ L1/C1/R1
- ① EASEMENT REFERENCE NUMBER - SEE THIS SHEET ON DISTANCES

NOTES

- 1 SEE SHEET 2 FOR REFERENCES
- 2 SEE SHEET 4 FOR LINE/CURVE TABLES

EASEMENTS

- 1 PUBLIC UTILITY EASEMENT IN FAVOR OF THE CITY OF LATHROP PER TRACT 4001 RIVER ISLANDS STAGE 2A, VILLAGE AA, FILED DECEMBER 21, 2018, IN BOOK 43 OF MAPS AND PLATS, PAGE 85, S.J.C.R.
- 2 STAGE 2A LEVEE EASEMENT IN FAVOR OF ISLAND RECLAMATION DISTRICT 2062 PER DN 2018-060892, S.J.C.R.

BASIS OF BEARINGS

THE BEARING OF NORTH BETWEEN FOUND MONUMENTS ALONG DELLOSSO DRIVE AS SHOWN ON TRACT 3908, RIVER ISLANDS-STAGE 2A, LARGE LOT FINAL MAP, FILED SEPTEMBER 20, 2018, IN BOOK 43 OF MAPS AND PLATS, AT PAGE 52, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP (ZONE 3, NAD83). ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

TRACT 4002

RIVER ISLANDS - STAGE 2A

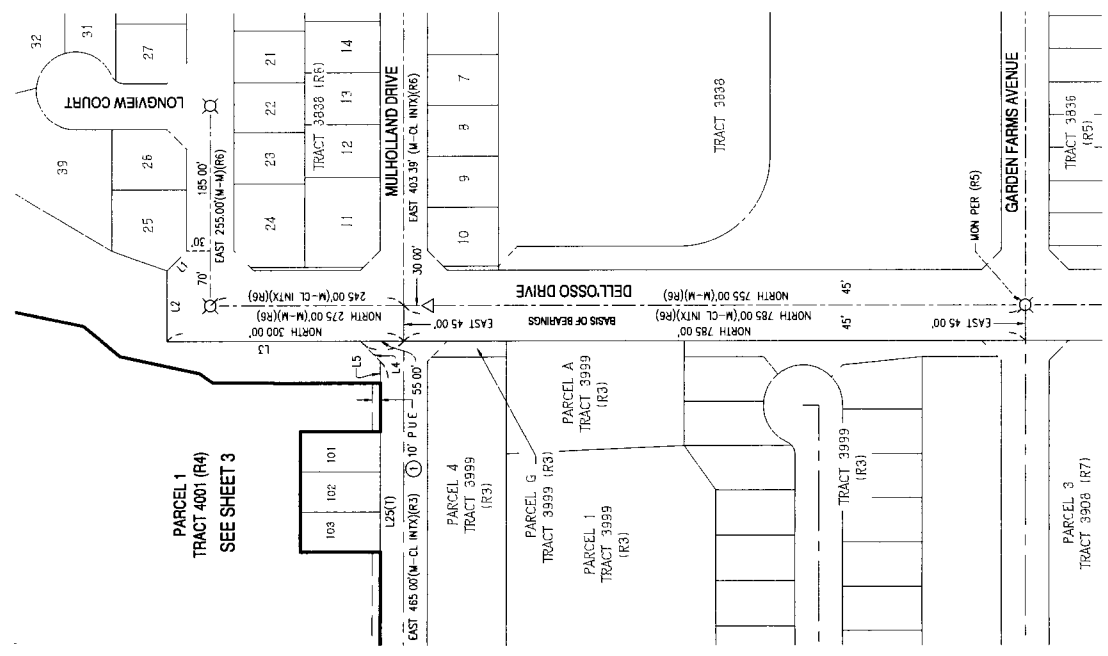
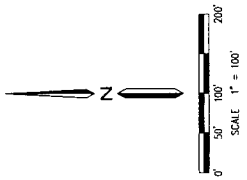
VILLAGE AA2

A PORTION OF RANCHO EL PESCADERO, BEING
 A SUBDIVISION OF PARCEL 1 OF TRACT 4001 (43 MAP 65),
 CITY OF LAHOP, SAN JOAQUIN COUNTY, CALIFORNIA
 OCTOBER 2020



NOTES

- 1 - SEE SHEET 2 FOR REFERENCES.
- 2 - SEE SHEET 3 FOR THE LEGEND.



LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 3 THROUGH 4 ONLY

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N45°00'00"W	35.36'
L2	EAST	90.00'
L3	NORTH	245.00'
L4	N45°00'00"E	35.36'
L5	EAST	27.19'
L6	EAST	60.00'
L7	NORTH	101.00'
L8	EAST	150.00'
L9	NORTH	101.00'
L10	EAST	136.31'

LINE TABLE		
LINE	DIRECTION	LENGTH
L11	N44°30'23"W	35.66'
L12	N0°59'13"E	152.02'
L13	N45°29'37"E	35.05'
L14	N2°48'52"E	60.07'
L15	S42°58'55"E	36.58'
L16	N14°38'02"E	121.82'
L17	S58°48'33"W	34.84'
L18	N80°01'21"W	351.75'
L19	N11°49'05"E	123.76'
L20	N39°03'17"E	60.17'

LINE TABLE		
LINE	DIRECTION	LENGTH
L21	N11°49'05"E	142.43'
L22	N24°52'42"E	19.38'
L23	N0°39'05"E	111.43'
L24	NORTH	101.00'
L25	EAST	373.50'
L26	N88°53'58"W	60.00'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	770.00'	10°35'53"	142.43'
C2	630.00'	37°02'25"	33.06'

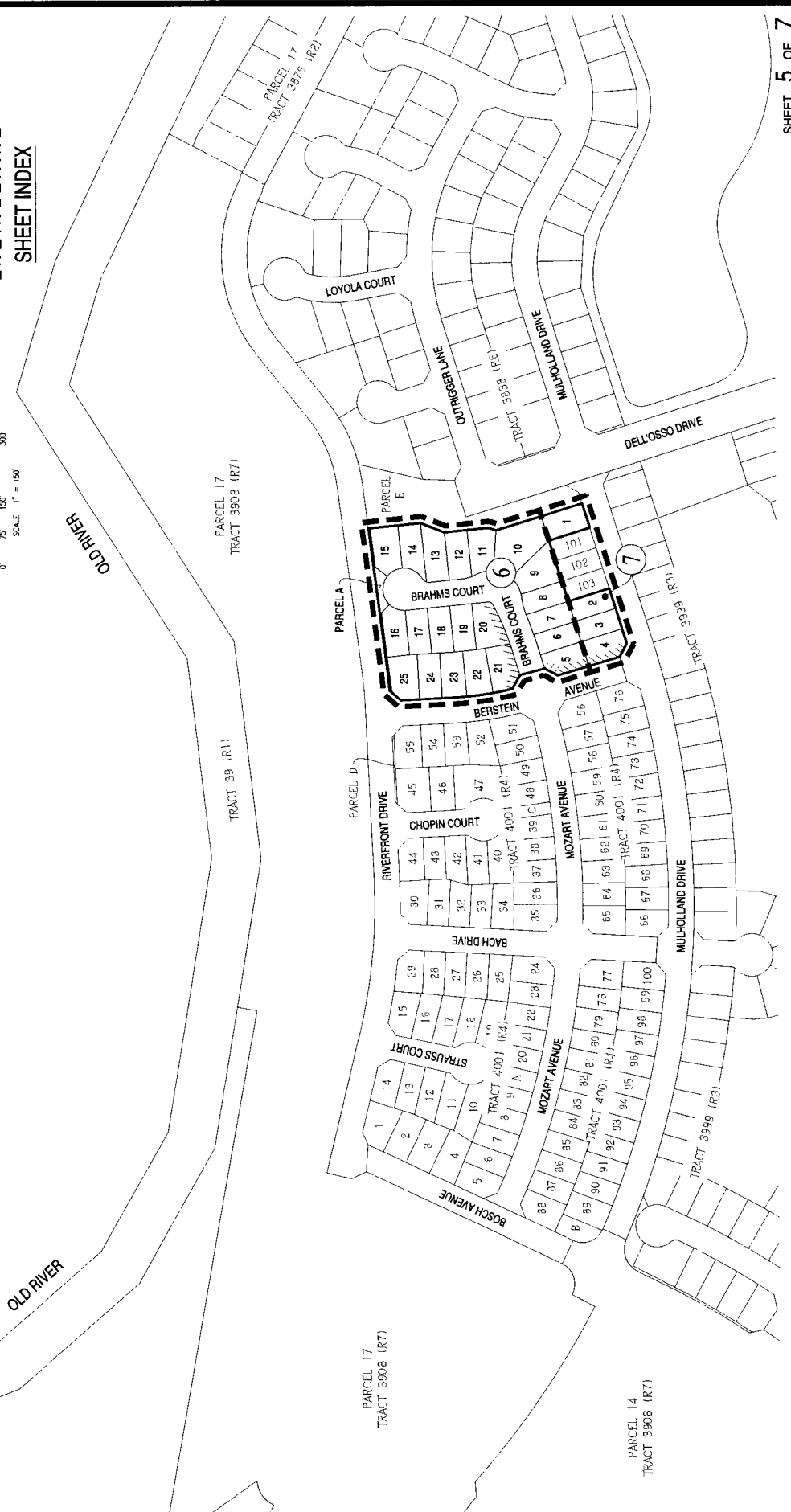
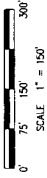
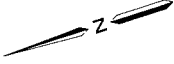
TRACT 4002 RIVER ISLANDS - STAGE 2A VILLAGE AA2

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 1 OF TRACT 4001 (43 MAP 65),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
OCTOBER 2020



LEGEND

- BOUNDARY
- LOT LINE
- SHEET NUMBER
- RESTRICTED ACCESS
- SHEET LIMIT LINE

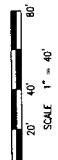


TRACT 4002

RIVER ISLANDS - STAGE 2A

VILLAGE AA2

A PORTION OF RANCHO EL PESCADERO, BEING
 A SUBDIVISION OF PARCEL 1 OF TRACT 4001 (43 MAP 65),
 CITY OF LAHROP, SAN JOAQUIN COUNTY, CALIFORNIA
 OCTOBER 2020

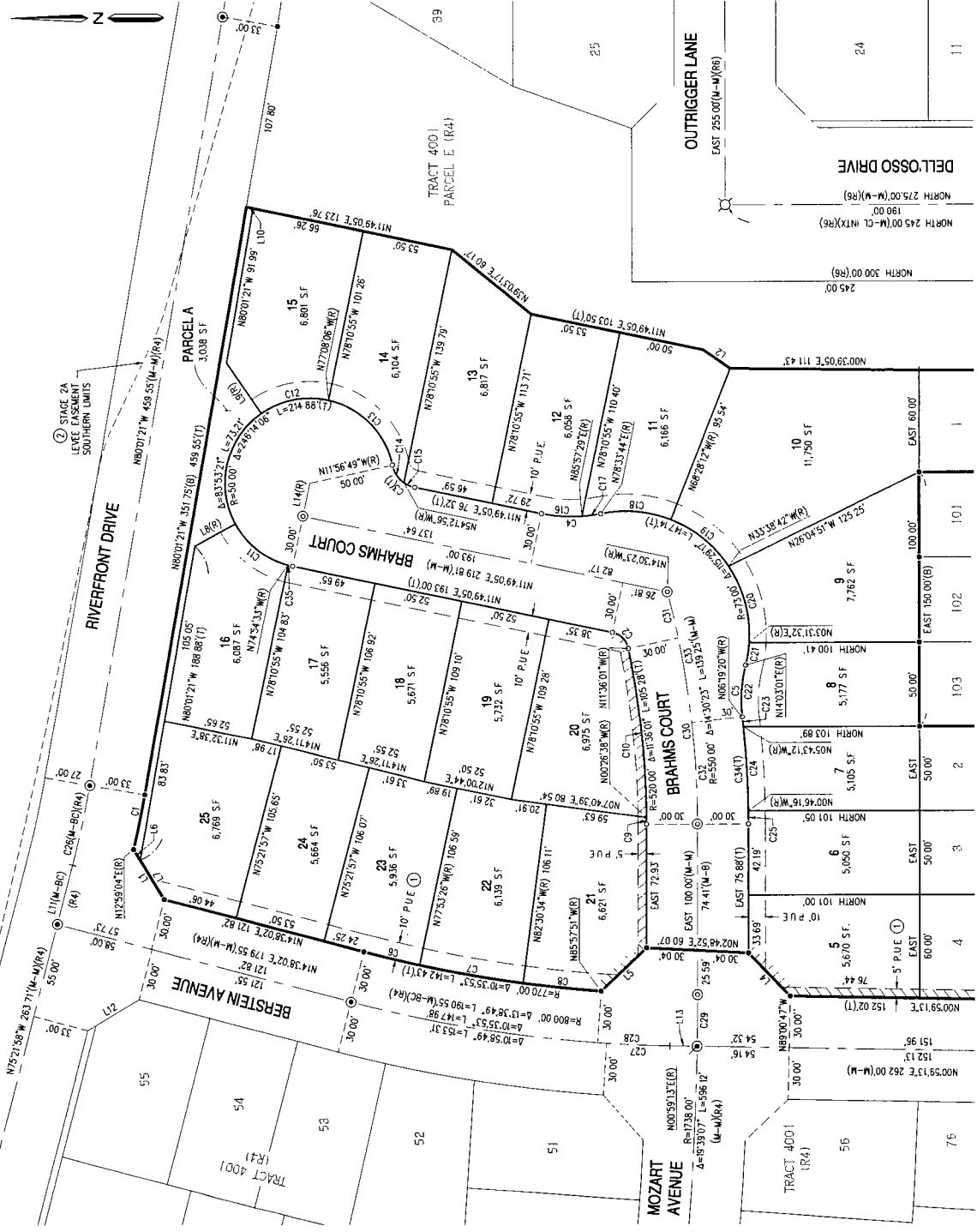


MONUMENTATION NOTES

- ⊙ MONUMENT TO BE SET PER (R4)
- ⊙ SET STANDARD CITY OF LAHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊗ MONUMENT TO BE SET PER (R6), UNLESS OTHERWISE NOTED
- SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R4)
- △ 2-1/2" BRASS DISK STAMPED "PLS 7788" TO BE SET PER (R6)
- T SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 1 1/2" BRASS DISK STAMPED "PLS 7788" WITH 1/2" PLUG AND 1/2" ANCHOR 100' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS.
- ① 1 1/2" BRASS DISK STAMPED "PLS 7788" ON 1 FOOT OFFSET PER (R5)
- ② 5/8" REBAR WITH CAP "PLS 7788" PER (R5)

NOTES

- 1 SEE SHEET 2 FOR REFERENCES.
- 2 SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
- 3 SEE SHEET 7 FOR LINE AND CURVE TABLES



SEE SHEET 7

TRACT 4001 (R4)

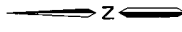
TRACT 4001 (R4)

TRACT 4002
RIVER ISLANDS - STAGE 2A
VILLAGE AA2

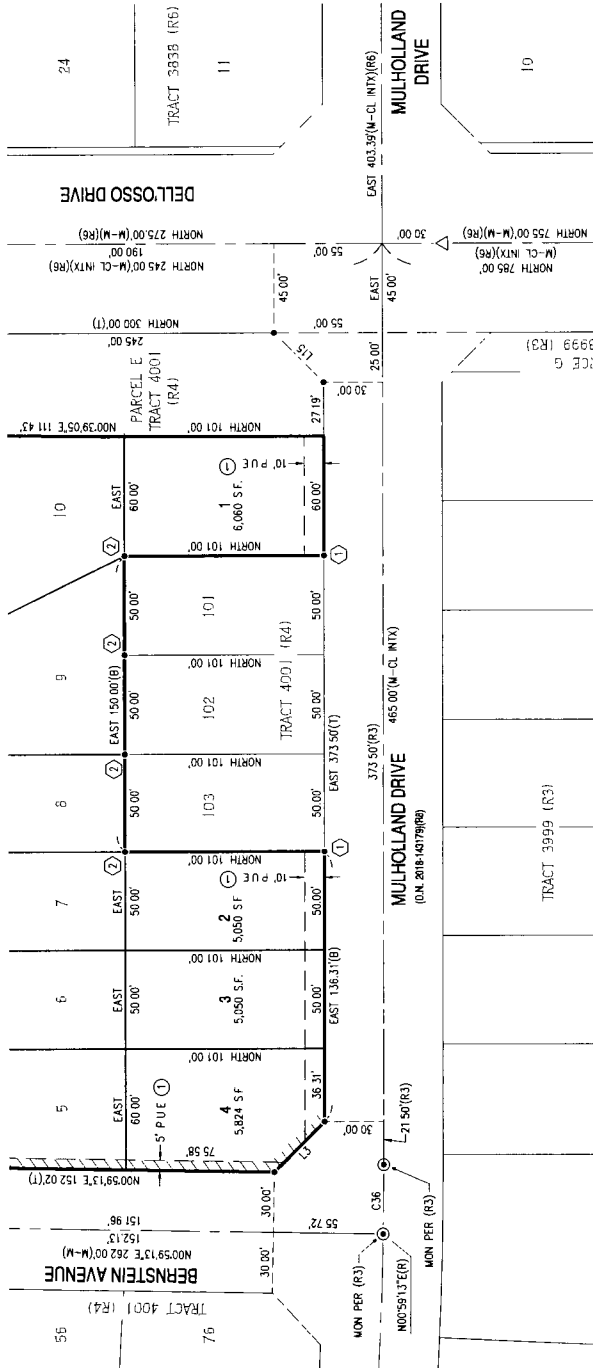
A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 1 OF TRACT 4001 (43 MAP 65),
CITY OF LAHOP, SAN JOAQUIN COUNTY, CALIFORNIA
OCTOBER 2020



SCALE: 1" = 40'



SEE SHEET 6



LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 6 AND 7 ONLY

LINE TABLE		CURVE TABLE			CURVE TABLE			CURVE TABLE		
LINE	DIRECTION	LENGTH	CURVE	RADIUS	DELTA	LENGTH	CURVE	RADIUS	DELTA	LENGTH
L1	N58°48'33"E	34.84'	C1	630.00	3°00'25"	33.06'	C16	87.00	1951'36"	24.08'
L2	N34°52'42"E	19.38'	C2	17.00	66°34'54"	13.94'	C17	87.00	725'46"	11.23'
L3	N44°30'23"W	35.86'	C3	17.00	66°14'06"	19.65'	C18	73.00	3258'04"	42.00'
L4	N45°28'37"E	35.05'	C4	87.00	2°15'22"	35.31'	C19	73.00	3449'30"	44.37'
L5	N42°58'55"W	36.58'	C5	87.00	2°02'21"	30.93'	C20	73.00	3710'13"	47.36'
L6	N58°48'33"E	7.39'	C6	770.00	2°31'28"	33.93'	C21	73.00	1031'29"	13.41'
L7	N58°48'33"E	27.45'	C7	770.00	4°37'08"	62.07'	C22	87.00	2022'21"	30.93'
L8	N28°11'13"W	27.24'	C8	770.00	3°27'17"	46.43'	C23	580.00	0°36'09"	6.10'
L9	N55°22'08"E	36.08'	C9	520.00	0°26'38"	4.03'	C24	580.00	4°56'56"	50.10'
L10	N114°05'3"E	4.00'	C10	520.00	1°09'22"	101.25'	C25	580.00	0°46'16"	7.81'
L11	N75°21'58"W	38.15'	C11	50.00	46°23'21"	40.48'	C26	587.00	4°39'23"	48.52'
L12	N30°21'58"W	35.36'	C12	50.00	4°29'45"	41.45'	C27	800.00	2°40'00"	37.23'
L13	N0°59'13"E	16.08'	C13	50.00	65°11'18"	56.88'	C28	800.00	3°02'56"	42.57'
L14	N78°10'55"W	20.00'	C14	17.00	4°21'08"	12.54'	C29	1738.00	0°58'13"	29.94'
L15	N45°00'00"E	35.36'	C15	17.00	2°35'59"	7.11'	C30	550.00	11°38'01"	111.35'

NOTES

- SEE SHEET 2 FOR REFERENCES
- SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
- SEE SHEET 6 FOR MONUMENTATION NOTES

EXHIBIT "B"

TRACT 4002 AND VILLAGE AA AREA

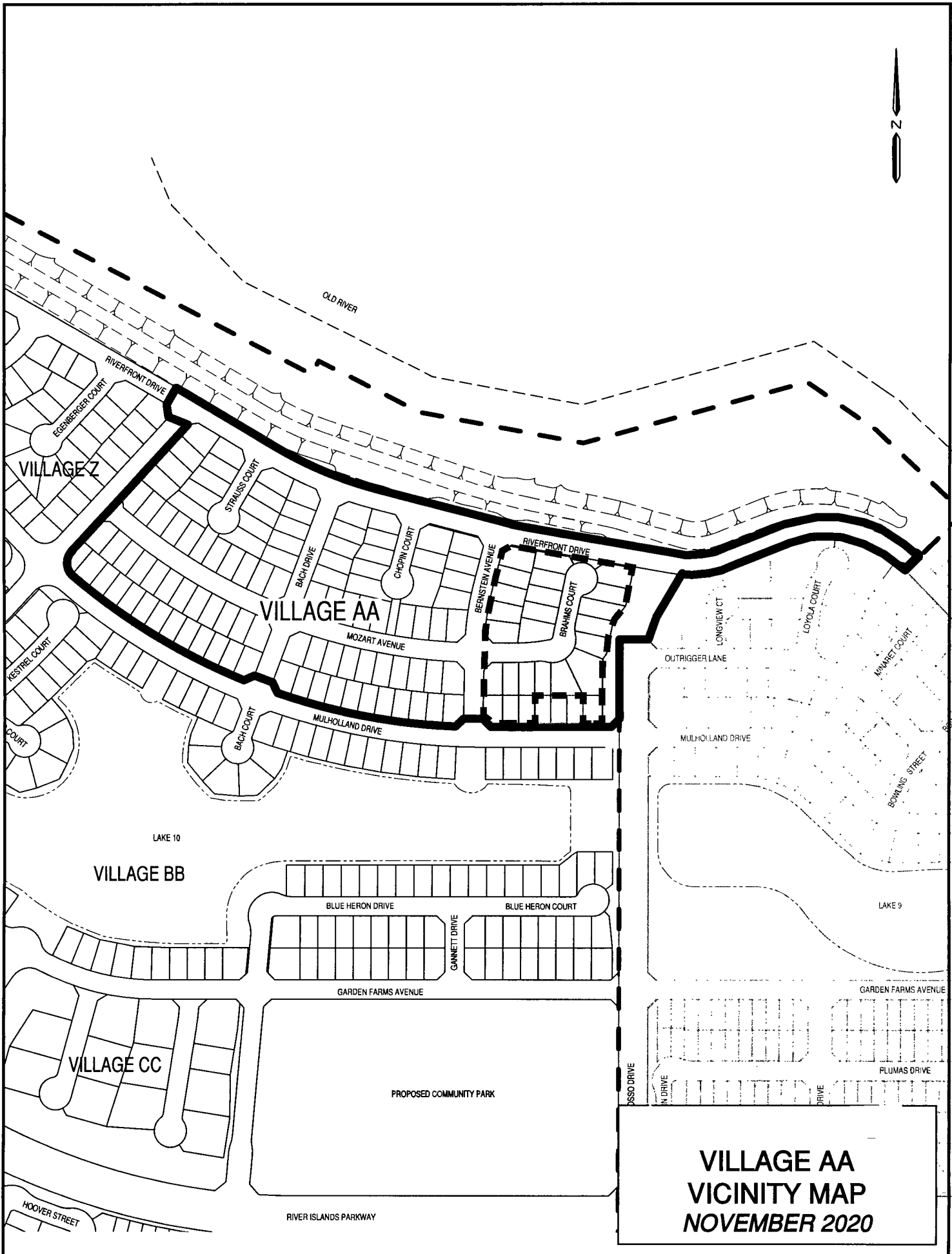


EXHIBIT "C"

CITY INSURANCE REQUIREMENTS

1. The Subdivider shall obtain commercial general liability insurance companies licensed to do business in the State of California with an A.M. Best Company rating Insurance rating of no less than A:VII which provides coverage for bodily injury, personal injury and property damage liability in the amount of at least \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.

Said insurance coverage shall be evidenced by a certificate of insurance with policy endorsements, executed by an authorized official of the insurer(s). All parties to the Subdivision Improvement Agreement must be named insured on the policy. The policy endorsements to be attached to the certificate must provide all the following:

a. Name the City of Lathrop, its officers, City Council, boards and commissions, and members thereof, its employees and agents as additional insured as respects to any liability arising out of the activities of the named insured. A CG 2010 or CG 2026 endorsement form or the equivalent is the appropriate form.

b. State that "the insurance coverage afforded by this policy shall be primary insurance as respects to the City of Lathrop, its officers, employees and agents. Any insurance or self-insurance maintained by the City of Lathrop, its officers, employees, or agents shall be in excess of the insurance afforded to the named insured by this policy and shall not contribute to any loss.

c. Include a statement that, "the insurer will provide to the City at least thirty (30) days prior notice of cancellation or material change in coverage." The above language can be included on the additional insured endorsement form or on a separate endorsement form.

d. The policy must contain a cross liability or severability of interest clause.

e. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
City of Lathrop its officers, City Council, boards and commissions and members thereof, its employees and agents 390 Towne Centre Drive Lathrop, CA 95330	As Required By Written Contract, Fully Executed Prior To The Named Insured's Work
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- 1 Your acts or omissions; or
- 2 The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- 1 All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional in-sured(s) at the location of the covered operations has been completed; or
- 2 That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY – PLEASE READ IT CAREFULLY

USIC VEN 016 11 10 07

**Named Insured: River Islands Development, LLC
Policy Number: ATN-SF1811644P**

**PRIMARY AND NON-CONTRIBUTING INSURANCE
(Third Party's Sole Negligence)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

The following is added to Section IV – Commercial General Liability Conditions, Paragraph 4:

Section IV: Commercial General Liability Conditions

4. Other Insurance:

- d. Notwithstanding the provisions of sub-paragraphs a, b, and c of this paragraph 4, with respect to the Third Party shown below, it is understood and agreed that in the event of a claim or "suit" arising out of the Named Insured's sole negligence, this insurance shall be primary and any other insurance maintained by the additional insured named as the Third Party below shall be excess and non-contributory.

The Third Party to whom this endorsement applies is:

City of Lathrop, its officers, City Council,
boards and commissions and members thereof,
its employees and agents
390 Towne Centre Drive
Lathrop, CA 95330

Absence of a specifically named Third Party above means that the provisions of this endorsement apply "as required by written contractual agreement with any Third party for whom you are performing work."

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

USIC VEN 078 03 11 07

**Named Insured: River Islands Development, LLC
Policy Number: ATN-SF1811644P**

THIRD PARTY CANCELLATION NOTICE

This endorsement shall not serve to increase our limits of insurance, as described in **SECTION III - LIMITS OF INSURANCE.**

This endorsement modifies Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

If we cancel this policy for any reason other than nonpayment of premium, we will mail notification to the persons or organizations shown in the schedule below (according to the number of days listed below) once the Named Insured has been notified.

If we cancel this coverage for nonpayment of premium, we will mail a copy of such written notice of cancellation to the name and address below at least 10 days prior to the effective date of such cancellation.

Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE

<u>Name and Address of Other Person/Organization</u>	<u>Number of Days Notice</u>
City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents 390 Towne Centre Drive Lathrop, CA 95330	30 Days

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

EXHIBIT "D"
UNFINISHED IMPROVEMENT COST ESTIMATE

ENGINEER'S BOND ESTIMATE
COST TO COMPLETE
RIVER ISLANDS - PHASE 2A
VILLAGE AA (128 LOTS)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

September 4, 2018
Job No.: 25502-92

Item	Description	Quantity	Unit	Unit Price	Amount
1	Storm Drain & Sanitary Sewer Manholes and Gate Valves Raising Iron <i>(95% Completion)</i>	1	LS	\$ 19,000.00	\$ 19,000.00
2	Set Water Boxes and SSCO Boxes <i>(90% Completion)</i>	1	LS	\$ 83,000.00	\$ 83,000.00
3	Survey Monuments <i>(0% Completion)</i>	1	LS	\$ 4,200.00	\$ 4,200.00
4	Signing & Striping <i>(0% Completion)</i>	1	LS	\$ 20,100.00	\$ 20,100.00
TOTAL COST TO COMPLETE					\$ 126,300.00

Notes:

- 1) Estimate for cost to complete based on contractor's cost to complete summary sheet and backup documents for Village AA.

ENGINEER'S PRELIMINARY COST ESTIMATE
VILLAGE AA (128 LOTS)
STAGE 2A
RIVER ISLANDS
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

October 26, 2018
 Job No.: 25510.81

Item	Description	Quantity	Unit	Unit Price	Amount
STREETSCAPE					
1	Landscape/Irrigation Improvements	72,467	SF	\$ 5.00	\$ 362,335.00
	Subtotal Streetscape				\$ 362,335.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 362,335.00
COST PER LOT					\$ 2,831.00

Notes:

- 1) This estimate does not include surveying, engineering, clearing, grading, erosion control, joint trench, frontyard/pkwy strip landscape and irrigation, or street trees.
- 2) Unit prices are based on estimated current construction costs and no provision for inflation is included.

EXHIBIT "E"

VILLAGE AA IMPROVEMENTS ENGINEER'S ESTIMATE

ENGINEER'S PRELIMINARY COST ESTIMATE

March 7, 2018

VILLAGE AA (128 LOTS)

Job No.: 25502-92

STAGE 2A

RIVER ISLANDS

CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

Item	Description	Quantity	Unit	Unit Price	Amount
<u>STREET WORK</u>					
1	Fine Grading	237,100	SF	\$ 0.45	\$ 106,695.00
2	3" AC Paving	32,700	SF	\$ 1.50	\$ 49,050.00
3	4.5" AC Paving	97,500	SF	\$ 2.25	\$ 219,375.00
4	6" Aggregate Base	32,700	SF	\$ 0.90	\$ 29,430.00
5	8" Aggregate Base	97,500	SF	\$ 1.20	\$ 117,000.00
6	Vertical Curb and Gutter <i>(with AB cushion)</i>	2,200	LF	\$ 15.00	\$ 33,000.00
7	Rolled Curb and Gutter <i>(with AB cushion)</i>	5,490	LF	\$ 15.00	\$ 82,350.00
8	Concrete Sidewalk	38,500	SF	\$ 5.00	\$ 192,500.00
9	Driveway Approach	106	EA	\$ 600.00	\$ 63,600.00
10	Handicap Ramps	10	EA	\$ 2,500.00	\$ 25,000.00
11	Survey Monuments	12	EA	\$ 300.00	\$ 3,600.00
12	Traffic Striping & Signage	3,900	LF	\$ 5.00	\$ 19,500.00
13	Dewatering <i>(budget)</i>	3,600	LF	\$ 40.00	\$ 144,000.00
14	Barricade	3	EA	\$ 1,500.00	\$ 4,500.00
15	Remove Existing Barricade	2	EA	\$ 500.00	\$ 1,000.00
Subtotal Street Work					\$ 1,090,600.00
<u>STORM DRAIN</u>					
16	Catch Basins <i>(type A inlet)</i>	12	EA	\$ 2,400.00	\$ 28,800.00
17	Catch Basins <i>(type A inlet over type I manhole base)</i>	12	EA	\$ 2,800.00	\$ 33,600.00
18	Catch Basins <i>(type A inlet over type II manhole base)</i>	4	EA	\$ 5,000.00	\$ 20,000.00
19	15" Storm Drain Pipe	980	LF	\$ 34.00	\$ 33,320.00
20	18" Storm Drain Pipe	420	LF	\$ 46.00	\$ 19,320.00
21	24" Storm Drain Pipe	1,030	LF	\$ 65.00	\$ 66,950.00
22	30" Storm Drain Pipe	670	LF	\$ 80.00	\$ 53,600.00
23	36" Storm Drain Pipe	4	LF	\$ 95.00	\$ 380.00
24	Manholes <i>(type I)</i>	2	EA	\$ 3,000.00	\$ 6,000.00
25	Manholes <i>(type II)</i>	1	EA	\$ 5,000.00	\$ 5,000.00
26	Connect to Existing	2	EA	\$ 1,700.00	\$ 3,400.00
27	Stub & Plug	2	EA	\$ 1,000.00	\$ 2,000.00
Subtotal Storm Drain					\$ 272,370.00
<u>SANITARY SEWER</u>					
28	8" Sanitary Sewer Pipe	3,880	LF	\$ 28.00	\$ 108,640.00
29	Manholes	12	EA	\$ 4,000.00	\$ 48,000.00
30	Sewer Service	106	EA	\$ 600.00	\$ 63,600.00
31	Plug & Stub	1	EA	\$ 1,000.00	\$ 1,000.00
32	Connect to Existing	1	EA	\$ 3,000.00	\$ 3,000.00
Subtotal Sanitary Sewer					\$ 224,240.00

Item	Description	Quantity	Unit	Unit Price	Amount
<u>WATER SUPPLY</u>					
33	8" Water Line (including all appurtenances)	3,940	LF	\$ 32.00	\$ 126,080.00
34	Water Plug & Stub	5	EA	\$ 1,000.00	\$ 5,000.00
35	Water Service	106	EA	\$ 2,000.00	\$ 212,000.00
36	Fire Hydrants	9	EA	\$ 4,000.00	\$ 36,000.00
37	Connect to Existing	3	EA	\$ 4,000.00	\$ 12,000.00
Subtotal Water Supply					\$ 391,080.00
<u>NON-POTABLE WATER SUPPLY</u>					
38	8" Non-Potable Water Line (including all appurtenances)	530	LF	\$ 35.00	\$ 18,550.00
39	Stub & Plug	1	EA	\$ 1,000.00	\$ 1,000.00
40	Connect to Existing	1	EA	\$ 3,000.00	\$ 3,000.00
Subtotal Non-Potable Water Supply					\$ 22,550.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 2,001,000.00
COST PER LOT					\$ 15,633.00

Notes:

- 1) Unit prices are based on estimated current construction costs and no provision for inflation is included.
- 2) This estimate does not include surveying, engineering, clearing, grading, erosion control, joint trench, landscaping, irrigation, or street trees.

ENGINEER'S PRELIMINARY COST ESTIMATE
VILLAGE AA (128 LOTS)
STAGE 2A
RIVER ISLANDS
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

October 26, 2018
 Job No.: 25510.81

Item	Description	Quantity	Unit	Unit Price	Amount
STREETSCAPE					
1	Landscape/Irrigation Improvements	72,467	SF	\$ 5.00	\$ 362,335.00
	Subtotal Streetscape				\$ 362,335.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 362,335.00
COST PER LOT					\$ 2,831.00

Notes:

- 1) This estimate does not include surveying, engineering, clearing, grading, erosion control, joint trench, frontyard/pkwy strip landscape and irrigation, or street trees.
- 2) Unit prices are based on estimated current construction costs and no provision for inflation is included.

EXHIBIT "F"

**RIPFA LETTER OF GUARANTEE
INTERIM PUBLIC ACCESS WITHIN THE STAGE 2A DEVELOPMENT AREA**

RIVER ISLANDS PUBLIC FINANCING AUTHORITY

73 W. STEWART ROAD
LATHROP, CALIFORNIA 95330

TEL: (209) 879-7900

May 4, 2017

Glenn Gebhardt, City Engineer
City of Lathrop
390 Towne Centre Drive
Lathrop, California 95330

Subject: Letter of Guarantee - Construction of Interim Public Access within the River Islands at Lathrop Stage 2A Development Area

This Letter of Guarantee is being made in lieu of a performance bond for the construction of an interim public access (public right of way) within the Stage 2A development area of the River Islands development project. River Islands Development, LLC ("RID") has requested the permanent closure of Cohen Road from Stage 1 to Paradise Road and Paradise Road from Stewart Road to the Stage 2A levee (see Exhibit "A" attached to this Letter of Guarantee). This closure would allow the construction of the Stage 2B levee system. The closure will not allow public traffic to utilize Paradise Road to access the River Islands development area while the construction of the Stage 2B levee is occurring, but still allow emergency vehicles access to the area via all-weather access roads.

RID plans to construct River Islands Parkway from its current terminus in Stage 1, through the Stage 2A development area and into Stage 2B and reconstruct Paradise Road within Stage 2B to restore public access to the project from the Tracy/Banta area. Until these roads are constructed and dedicated to the City for public use, the City is requiring security to restore public access to Paradise Road should RID fail to perform. We are providing you this Letter of Guarantee for this purpose.

The engineer's estimate as provided by O'Dell Engineering for a 28-foot-wide paved roadway, equivalent to existing Cohen Road, in the general alignment of proposed River Islands Parkway from Stage 1 to Paradise Road through Stage 2B is \$453,000 (See Exhibit "B"). The total length of this "guarantee roadway" is 6,150 linear feet. As a result, the Authority hereby agrees to set-aside funds in the amount of \$543,600, which amount is equal to 120% of the engineer's estimate, in-lieu of a performance bond. The funds are currently held, and will be set aside, in the Improvement Fund established under the Fiscal Agent Agreement, dated as of December 1, 2015, between the Authority and Wilmington Trust, National Association, as fiscal agent. The Joint Community Facilities Agreement, dated as of November 16, 2015, between the Authority and the City allows for funds in the Improvement Fund to be used to pay costs of infrastructure improvements for the River Islands development, including roadways.

Under the terms of this Letter of Guarantee, the Authority shall hold the funds as stated herein in the Improvement Fund until August 1, 2020, or until such time that permanent roadways are

Glenn Gebhardt, City Engineer
City of Lathrop
May 4, 2017
Page 2 of 3

constructed and dedicated to the City to restore permanent public access to Paradise Road, whichever comes first. If the permanent roadways are not constructed, inspected and accepted by the City by August 1, 2020 and the deadline is not extended by the City in writing, no later than August 2, 2020, the Authority will cause one of the following to occur:

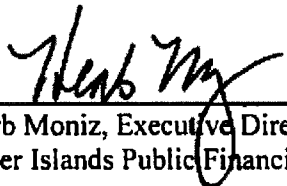
1. The Authority shall use the funds set aside in the Improvement Fund to construct a 28-foot-wide paved roadway in a new alignment, equivalent to the existing Cohen Road or, to reconstruct the existing 28-foot-wide paved Cohen and Paradise roadways in the original alignment at the City's direction. The Authority shall utilize a suitable contractor and bid the work under applicable law. The Authority and the City shall mutually agree to a timeline to which the roadways necessary to restore access are constructed, inspected and operational, not to exceed December 31, 2020-.
2. The Authority shall withdraw the funds from the set aside monies in the Improvement Fund and provide said monies to the City, to be held in a segregated account maintained by the City, to be used solely for construction or reconstruction of the applicable roadways. In such event, the City will use reasonable diligence to complete the construction of the roadways. Once permanent access has been constructed to the satisfaction of the City Engineer, and all costs related thereto have been paid, the City shall return any of the unspent funds and any investment earnings thereon to the Authority for redeposit to the Improvement Fund. Until the completion of the roadways and return of any excess funds to the Authority, the City will maintain records as to the reinvestment of the funds provided to it, and will provide the Authority with its records as to any such investment earnings upon written request of the Authority. Additionally, in the event that the City advises the Authority in writing that the funds provided to the City are not sufficient to pay all of the costs associated with the roadways necessary to restore public access, and advises the Authority as to the amount of the shortfall, the Authority will advance funds to the City from the Improvement Fund in the amount of the shortfall. In such event, and upon the written request of the Authority, the City will provide to the Authority a detailed breakdown of the costs of the construction of the remaining roadway work necessary to restore public access.
3. Since the construction of roadways within Stages 2A and 2B are phased and will continue to be constructed by RID, RD 2062 or the Authority over time, the Authority may request a reduction in the amount of funds necessary to be held from the Improvement Fund as segments of permanent public roadways are constructed and dedicated to the City. For instance, segments of River Islands Parkway through Stage 2A should be completed in late 2017/early 2018 and dedication of this segment would reduce the amount of security described herein. As a result, a reduction of \$88.40 per LF (\$543,600/6,150 LF) shall be granted for each linear foot permanently constructed and dedicated to the City.

The Authority shall retain the discretion to choose between the two options outlined above as the applicable security and to request reduction of the security as described in section 3 above. As confirmation of the acceptance of the terms and conditions of this Letter of Guarantee by the

Glenn Gebhardt, City Engineer
City of Lathrop
May 4, 2017
Page 3 of 3

City, please sign and date this letter as shown on the next page. Should you have any questions regarding this Letter of Guarantee, please contact me at (209) 879-7900.

Sincerely,

By: 
Herb Moniz, Executive Director
River Islands Public Financing Authority

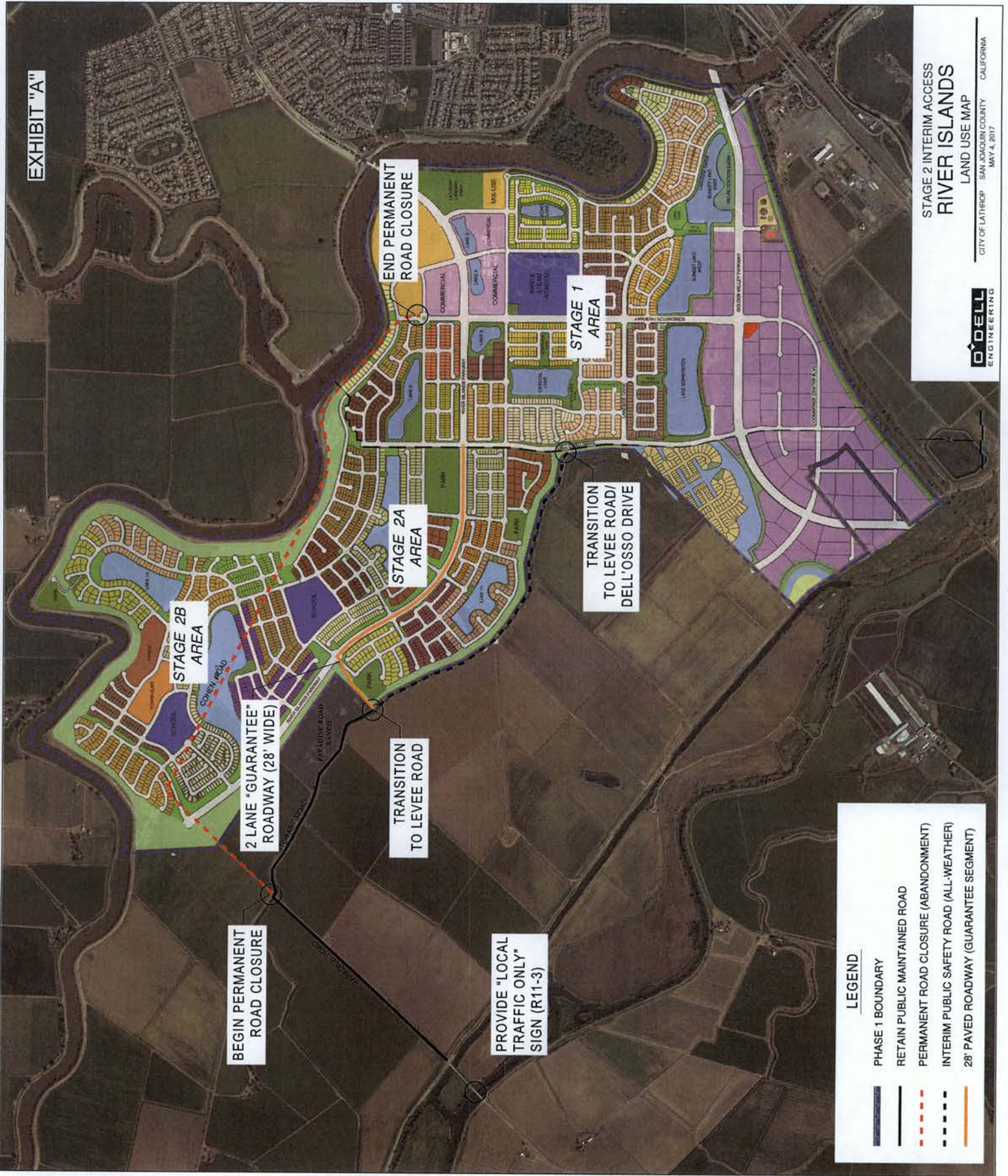
Enclosures: Exhibit "A": Location of Applicable Roadways – Cohen/Paradise
Exhibit "B": O'Dell Engineering – Engineer's Estimates

cc: Susan Dell'Osso, River Islands Development, LLC
John Zhang, O'Dell Engineering, Inc.

I Accept on Behalf of the City of Lathrop the Terms and Conditions of the foregoing Letter of Guarantee.

By: 
Glenn R. Gebhardt, City Engineer

Date May 15, 2017



STAGE 2 INTERIM ACCESS
 RIVER ISLANDS
 LAND USE MAP

CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA
 MAY 4, 2017



LEGEND

	PHASE 1 BOUNDARY
	RETAIN PUBLIC MAINTAINED ROAD
	PERMANENT ROAD CLOSURE (ABANDONMENT)
	INTERIM PUBLIC SAFETY ROAD (ALL-WEATHER)
	28' PAVED ROADWAY (GUARANTEE SEGMENT)

EXHIBIT "B"

ENGINEERING

ENGINEER'S OPINION OF PROBABLE COST
INTERIM ROAD CONNECTION - STAGE 2A
GUARANTEE
RIVER ISLANDS - PHASE 1
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

May 4, 2017

Item	Description	Quantity	Unit	Unit Price	Amount
<u>SITE PREPARATION</u>					
1	Mobilization ¹	1	LS	\$ 25,000.00	\$ 22,750.00
2	Erosion Control	1	LS	\$ 2,500.00	\$ 2,500.00
Subtotal Site Preparation					\$ 25,250.00
<u>GRADING</u>					
3	Earthwork ²	1,600	CY	\$ 5.00	\$ 8,000.00
Subtotal Grading					\$ 8,000.00
<u>MISCELLANEOUS</u>					
4	3" AC (6150 LF)	172,200	SF	\$ 1.50	\$ 258,300.00
5	6" AB (6150 LF)	172,200	SF	\$ 0.90	\$ 154,980.00
6	Conform to Existing	2	LS	\$ 3,000.00	\$ 6,000.00
Subtotal Miscellaneous					\$ 419,280.00
SUBTOTAL CONSTRUCTION COST					\$ 452,530.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 453,000.00

Notes:

- 1) Mobilization assumed to be 5% of total cost.
- 2) Earthwork quantity includes 35% shrinkage.

RIVER ISLANDS PUBLIC FINANCING AUTHORITY

**73 W. STEWART ROAD
LATHROP, CALIFORNIA 95330**

TEL: (209) 879-7900

June 26, 2018

Glenn Gebhardt, City Engineer
City of Lathrop
390 Towne Centre Drive
Lathrop, California 95330

Subject: Letter of Guarantee - Construction of River Islands Parkway from Dell'Osso Drive to the Stage 2B Boundary (Lakeside East District) – Tract 3908

This Letter of Guarantee is being made in lieu of a performance bond for the construction of unfinished portions of River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary within the Stage 2A development area of the River Islands development project (also known as the Lakeside East District). River Islands Public Financing Authority (Authority) is providing the funding for public improvements in the Stage 2A development area, including improvements to River Islands Parkway (Improvements). It is our understanding that a guarantee for construction of the River Islands Parkway Improvements through Stage 2A is required as a condition precedent to City Council approval of the Tract 3908 large lot subdivision map proposed by River Islands Development, LLC. Since the Authority is already setting aside funds for the full construction of River Islands Parkway, we are providing you this Letter of Guarantee as the required subdivision guarantee necessary for the Tract 3908 large lot final map.

The engineer's estimates as provided by O'Dell Engineering for the full cost of the of River Islands Parkway Improvements from Dell'Osso Drive to the Stage 2B boundary is \$5,264,000, and for the unfinished portions (as of June 15, 2018) of River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary is \$338,004 (attached as Exhibit "A"). The Authority hereby agrees to set-aside funds in the amount of \$450,000, which amount is equal to 180% of this engineer's estimate of the unfinished improvements, in-lieu of a 100% performance bond and 50% labor and materials bond. The funds are currently held, and will be set aside, in the Improvement Fund established under the Fiscal Agent Agreement, dated as of December 1, 2015, between the Authority and Wilmington Trust, National Association, as fiscal agent. The Joint Community Facilities Agreement, dated as of November 16, 2015, between the Authority and the City allows for funds in the Improvement Fund to be used to pay costs of infrastructure improvements for the River Islands development, including River Islands Parkway. Also attached to this Letter of Guarantee is an exhibit showing the portion of River Islands Parkway being guaranteed by this letter for your reference (Exhibit "B").

Under the terms of this Letter of Guarantee, the Authority shall hold the funds as stated herein in the Improvement Fund until July 8, 2019, or until such time River Islands Parkway through Stage 2A is fully constructed, inspected and accepted into service by the City, whichever comes first. If this portion of River Islands Parkway is not constructed, inspected and accepted into service by the City by July 8, 2019 and the deadline is not extended by the City in writing, no later than September 30, 2019, the Authority will cause one of the following to occur:

1. The Authority shall use the funds set aside in the Improvement Fund to construct the River Islands Parkway Improvements. The Authority shall utilize a suitable contractor and bid the work under applicable law. The Authority and the City shall mutually agree to a timeline to which the roadway will be constructed, inspected and operational, no later than one year from the deadline noted above.
2. The Authority shall withdraw the funds from the set aside monies in the Improvement Fund and provide said monies to the City, to be held in a segregated account maintained by the City, to be used solely for construction or reconstruction of the applicable portion of River Islands Parkway. In such event, the City will use reasonable diligence to complete the construction of the River Islands Parkway. Until the completion of the River Islands Parkway and return of any excess funds to the Authority, the City will maintain records as to the reinvestment of the funds provided to it and will provide the Authority with its records as to any such investment earnings upon written request of the Authority. Additionally, in the event that the City advises the Authority in writing that the funds provided to the City are not sufficient to pay all of the costs of the construction of the River Islands Parkway and advises the Authority as to the amount of the shortfall, the Authority will advance funds to the City from the Improvement Fund in the amount of the shortfall. In such event, and upon the written request of the Authority, the City will provide to the Authority a detailed breakdown of the costs of the construction of the unfinished portions of River Islands Parkway through Stage 2A.

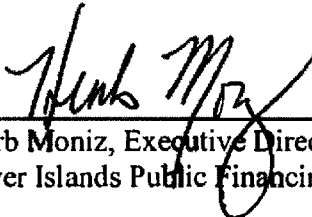
The Authority shall retain the discretion to choose between the two options outlined above. However, if any River Islands Parkway improvements remain incomplete on September 30, 2020, the Authority shall immediately resort to Option 2, and shall provide set aside moneys in the Improvement Fund as requested by the City to allow the City to complete the uncompleted improvements.

In addition, the commitment for the Authority to set aside these funds shall continue until the Improvements are constructed and accepted by the City Council, and the developer provides a one year maintenance bond in the amount of \$526,400 (10% of the full cost of the Improvements), or until the Authority provides an acceptable replacement letter of guarantee in that same amount of \$526,400 to guarantee the quality and condition of the full Improvements for one year from the date of acceptance by the City Council.

Glenn Gebhardt, City Engineer
City of Lathrop – Letter of Guarantee for Tract 3908
June 15, 2018
Page 3 of 3

As confirmation of the acceptance of the terms and conditions of this Letter of Guarantee by the City, please sign and date this letter as shown on the next page. Should you have any questions regarding this Letter of Guarantee, please contact me at (209) 879-7900.


Sincerely,

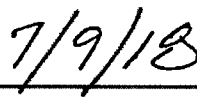
By: 
Herb Moniz, Executive Director
River Islands Public Financing Authority

Enclosures: Exhibit "A": Engineer's Estimate of full improvements from O'Dell Engineering
and Engineer's Estimate of unfinished improvements from O'Dell
Engineering
Exhibit "B": Location of guarantee on River Islands Parkway

cc: Susan Dell'Osso, River Islands Development, LLC

I Accept on Behalf of the City of Lathrop the Terms and Conditions
of the foregoing Letter of Guarantee.

By: 
Glenn R. Gebhardt, City Engineer


Date

ENGINEER'S OPINION OF PROBABLE COST
RIVER ISLANDS - STAGE 2A
RIVER ISLANDS PARKWAY
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

March 6, 2018
Job No.: 25503-01

Item	Description	Quantity	Unit	Unit Price	Amount
<u>STREET WORK</u>					
1	Fine Grading	621,700	SF	\$ 0.45	\$ 279,765.00
2	7" AC Paving	316,800	SF	\$ 3.50	\$ 1,108,800.00
3	11" Aggregate Base	316,800	SF	\$ 1.65	\$ 522,720.00
4	12" Lime Treatment	316,800	SF	\$ 1.10	\$ 348,480.00
5	Vertical Curb and Gutter <i>(with AB cushion)</i>	9,600	LF	\$ 15.00	\$ 144,000.00
6	Type F Median Curb <i>(with AB cushion)</i>	9,100	LF	\$ 18.00	\$ 163,800.00
7	Roundabout Concrete	2,400	SF	\$ 5.00	\$ 12,000.00
8	Concrete Sidewalk	77,400	SF	\$ 5.00	\$ 387,000.00
9	Handicap Ramps	20	EA	\$ 2,500.00	\$ 50,000.00
10	Survey Monuments	7	EA	\$ 300.00	\$ 2,100.00
11	Barricades	1	EA	\$ 1,500.00	\$ 1,500.00
12	Traffic Signing & Striping	4,710	LF	\$ 5.00	\$ 23,550.00
13	Dewatering <i>(Budget)</i>	4,710	LF	\$ 75.00	\$ 353,250.00
Subtotal Street Work					\$ 3,396,965.00
<u>STORM DRAIN</u>					
14	Catch Basins <i>(type A Inlet)</i>	24	EA	\$ 2,400.00	\$ 57,600.00
15	15" Storm Drain Pipe	1,110	LF	\$ 34.00	\$ 37,740.00
16	18" Storm Drain Pipe	220	LF	\$ 46.00	\$ 10,120.00
17	24" Storm Drain Pipe	780	LF	\$ 65.00	\$ 50,700.00
18	Storm Drain Stub & Plug	9	EA	\$ 1,000.00	\$ 9,000.00
Subtotal Storm Drain					\$ 165,160.00
<u>SANITARY SEWER</u>					
19	24" Sanitary Sewer Pipe	50	LF	\$ 150.00	\$ 7,500.00
20	Manholes	24	LF	\$ 4,000.00	\$ 96,000.00
21	Connect to Existing Sanitary Sewer	2	EA	\$ 3,000.00	\$ 6,000.00
Subtotal Sanitary Sewer					\$ 109,500.00
<u>WATER SUPPLY</u>					
22	8" Water Line <i>(including all appurtenances)</i>	740	LF	\$ 32.00	\$ 23,680.00
23	10" Water Line <i>(including all appurtenances)</i>	280	LF	\$ 40.00	\$ 11,200.00
24	20" Water Line <i>(including all appurtenances)</i>	4,630	LF	\$ 100.00	\$ 463,000.00
25	Fire Hydrants	16	EA	\$ 4,000.00	\$ 64,000.00
26	Water Service	6	EA	\$ 2,000.00	\$ 12,000.00
27	Water Plug & Stub	9	EA	\$ 1,000.00	\$ 9,000.00
28	Connect to Existing Water	1	EA	\$ 4,000.00	\$ 4,000.00
Subtotal Water Supply					\$ 586,880.00

Item	Description	Quantity	Unit	Unit Price	Amount
<u>RECYCLED WATER</u>					
29	8" Recycled Water Flushing Line <i>(including all appurtenances)</i>	80	LF	\$ 45.00	\$ 3,600.00
30	12" Recycled Water Drain Line <i>(including all appurtenances)</i>	150	LF	\$ 55.00	\$ 8,250.00
31	16" Recycled Water Line <i>(including all appurtenances)</i>	4,650	LF	\$ 65.00	\$ 302,250.00
32	Recycled Water Plug & Stub	4	EA	\$ 1,000.00	\$ 4,000.00
33	Connect to Existing Recycled Water	1	EA	\$ 5,000.00	\$ 5,000.00
Subtotal Recycled Water					\$ 323,100.00
<u>NON-POTABLE WATER</u>					
34	8" Non-Potable Water Line <i>(including all appurtenances)</i>	650	LF	\$ 35.00	\$ 22,750.00
35	16" Non-Potable Water Line <i>(including all appurtenances)</i>	4,660	LF	\$ 80.00	\$ 372,800.00
36	Non-Potable Water Service	6	LF	\$ 2,000.00	\$ 12,000.00
37	Non-Potable Water Plug & Stub	7	EA	\$ 1,000.00	\$ 7,000.00
38	Connect to Existing Non-Potable Water	1	EA	\$ 3,000.00	\$ 3,000.00
Subtotal Irrigation Water					\$ 417,550.00
<u>LAKE FILL LINE</u>					
39	16" Lake Fill Line <i>(including all appurtenances)</i>	4,820	LF	\$ 50.00	\$ 241,000.00
40	3" Aeration Line <i>(including all appurtenances)</i>	4,820	LF	\$ 4.00	\$ 19,280.00
41	Lake Fill Stub & Plug	3	EA	\$ 1,000.00	\$ 3,000.00
42	Connect to Existing Lake Fill Line	1	EA	\$ 1,000.00	\$ 1,000.00
Subtotal Lake Fill Line					\$ 264,280.00
SUBTOTAL CONSTRUCTION COST					\$ 5,263,435.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 5,264,000.00

Notes:

- 1) This estimate does not include surveying, engineering, clearing, grading, erosion control, joint trench, landscaping, irrigation, or street trees.
- 2) Unit prices are based on estimated current construction costs and no provision for inflation is included.

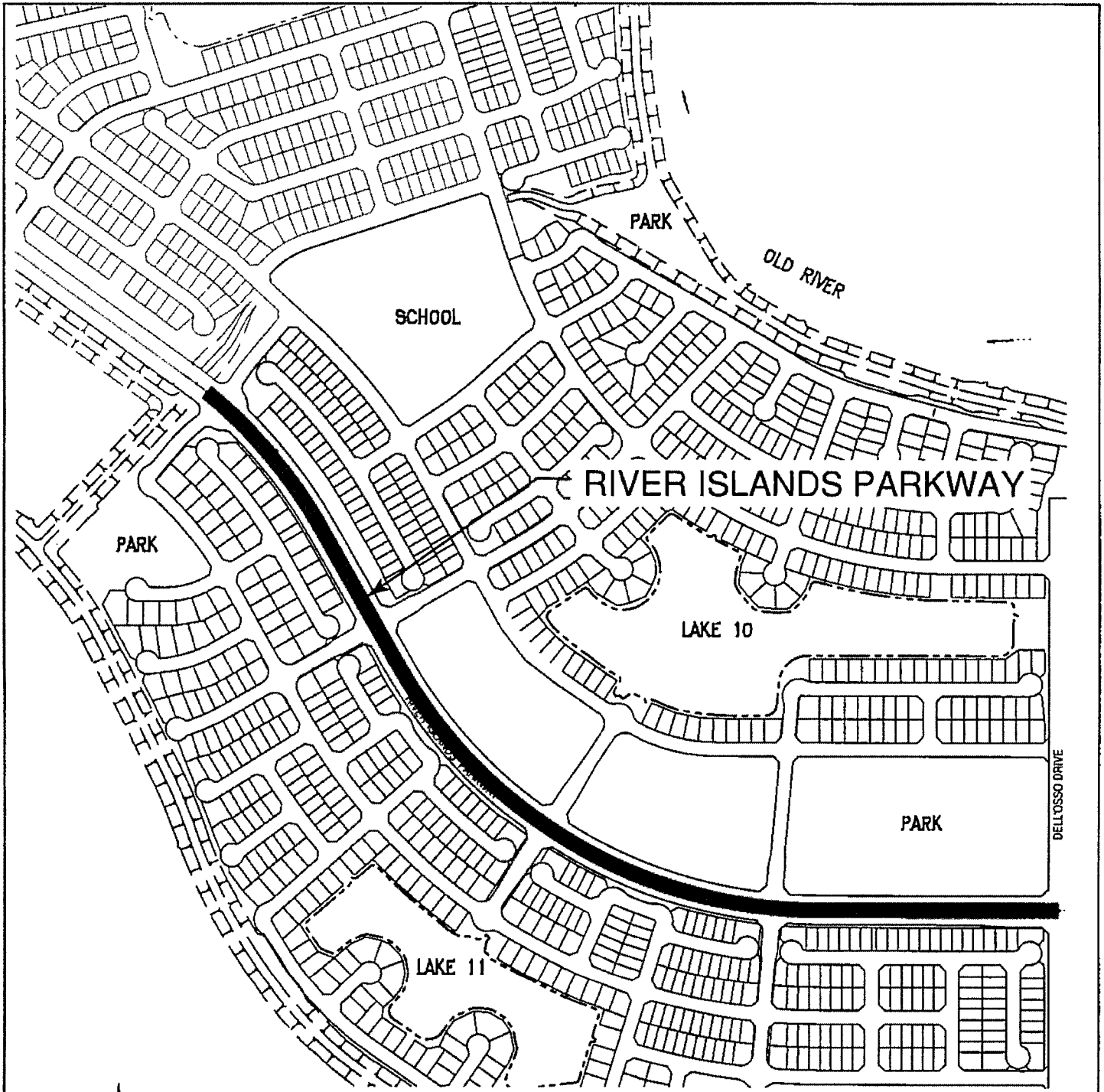
ENGINEER'S BOND ESTIMATE
 COST TO COMPLETE
 RIVER ISLANDS - STAGE 2A
 RIVER ISLANDS PARKWAY
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

June 13, 2018
 Job No 25503-01

Item	Description	Quantity	Unit	Unit Price	Amount
1	Sanitary Sewer & Water Raising Iron (95% Completion)	1	LS	\$ 54,400.00	\$ 54,400.00
2	Final AC Lift (90% Completion)	1	LS	\$ 246,604.00	\$ 246,604.00
3	Final Signing, Striping & Monument (0% Completion)	1	LS	\$ 37,000.00	\$ 37,000.00
TOTAL COST TO COMPLETE					\$ 338,004.00

Notes

- 1) Estimate for cost to complete based on contractor's cost to complete summary sheet and backup documents for Stage 2A River Islands Parkway (Dell'Osso Drive to Stage 2A/2B Levee) dated June 12, 2018.



**EXHIBIT B
RIVER ISLANDS PARKWAY
STAGE 2A
JULY 2018**

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAPS
(RIVER ISLANDS AT LATHROP)**

November 9, 2020

Via Email and Hand Delivery

Old Republic Title Company
1215 W. Center Street, Suite 103
Manteca, CA 95337
Attn: Lori Richardson

Re: Recordation of Final Map 4002 (AA); Escrow No. 1214021376

Dear Lori:

This letter constitutes the joint escrow instructions (“**Escrow Instructions**”) of River Islands Stage 2A, LLC, a Delaware limited liability company (“**RIS2A**”) and the City of Lathrop (“**City**”) in connection with the above-referenced escrow (“**Escrow**”). The Escrow was opened in connection with recordation of the above-referenced final map (“**Final Map**”). Recordation of the Final Map is subject to the conditions set forth below. The transactions described in these Escrow Instructions are referred to as the “**Transaction**.” Old Republic Title Company is referred to as “you” or “**ORTC**.”

A. Date for Closings

The Final Map will be recorded at the time designated by RIS2A as set forth below. The Final Map can only be recorded after the City has approved the map in writing. The closing date for the Transaction is intended to occur by December 31, 2020, at the time designated in writing by RIS2A, subject to satisfaction of the conditions set forth below (each a “**Closing**”). If the Final Map has not been recorded by June 30, 2021, ORTC will return the Final Map to the City.

B. Documents to be Delivered and Recordation Document

In connection with the Transaction, you have in your possession or will receive the following documents from City for recordation in the Official Records of San Joaquin County, California (“**Official Records**”).

- One original Final Map for Tract 4002 (AA), executed and acknowledged by the City.

The documents listed above are referred to as the “**Recordation Document**.” The date on which the Recordation Document is recorded in the Official Records is the Recordation Date.

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAPS
(RIVER ISLANDS AT LATHROP)**

C. Funds and Settlement Statement

You also have received, or will receive from RIS2A, prior to the recordation of the Recordation Document, in immediately available funds, the following amounts, in accordance with the settlement statement prepared by you and approved in writing by both RIS2A and City (“**Settlement Statement**”): recordation costs, escrow fees and other amounts as set forth in the Settlement Statement. Such costs, fees and other amounts are the sole responsibility of RIS2A.

- Funds to be wire transferred directly to the entity set forth below, immediately upon recordation of the Final Map, in accordance with the wire transfer instructions for each entity are as follows: The amount of **\$14,418.80**, payable to the City pursuant to that certain Agreement to Settle Litigation Regarding River Islands at Lathrop (as amended “**Sierra Club Agreement**”), constituting the amount of **\$3,277.00** multiplied by **4.40 acres** (or portion thereof) included in the Final Map, is to be transferred to the City upon recordation of the Final Map. The City’s wire instructions are set forth below.

The amounts set forth in Section C are referred to as the “**Closing Funds**.”

D. Closing Requirements

When the following has occurred, you are authorized to close the Escrow at the time(s) and in accordance with the process set forth below:

D.1. You have delivered copies of your Settlement Statement by email transmission to: (a) Susan Dell’Osso (sdelloso@riverslands.com); (b) Debbie Belmar (dbelmar@riverislands.com); (c) Stephen Salvatore (ssalvatore@ci.lathrop.ca.us); (d) Salvador Navarrete (snavarrete@ci.lathrop.ca.us); (e) Cari James (cjames@ci.lathrop.ca.us) and (f) Glenn Gebhardt (ggebhardt@ci.lathrop.ca.us), and have confirmation (by telephone or email) from Susan Dell’Osso and Stephen Salvatore or Glenn Gebhardt that the Settlement Statement is accurate and acceptable;

D.2. You have not received any instructions contrary to these Escrow Instructions;

D.3. The Recordation Document and all other documents, if any, described herein as being held by you or delivered to you have been received by you and have been fully executed and, where applicable, acknowledged, and you have attached all legal descriptions or have confirmed that all exhibits and legal descriptions are attached;

D.4. You are prepared to record the Recordation Document as designated, release funds in accordance with the Settlement Statement and complete the Transaction in compliance with these Escrow Instructions;

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAPS
(RIVER ISLANDS AT LATHROP)**

D.5. You have delivered a copy of these instructions, executed by an authorized signatory of ORTC with authority to bind ORTC, and initialed all pages, by email transmission (with original hard copy to follow by U.S. Mail) to Debbie Belmar and Glenn Gebhardt at the email addresses set forth above; and

D.6. You have received confirmation (by email or other writing) from Susan Dell’Osso and Stephen Salvatore or Glenn Gebhardt to record the Recordation Document and complete the Transaction.

E. Closing Process and Priorities

When you have fully satisfied all of the closing requirements set forth in Section D, then you are authorized and instructed to do the following in the chronological order given:

E.1. Date the Recordation Document to be recorded;

E.2. Record the Final Map as the Recordation Document in the Official Records;

E.3. Pay the costs associated with the Transaction;

E.4. Refund any funds delivered to you by RIS2A that are not disbursed at the time of the final Closing pursuant to these Escrow Instructions to the following entity and address:

River Islands Stage 2A, LLC
73 W. Stewart Road
Lathrop, CA 95330
Attn: Susan Dell’Osso

E.5. Notify Susan Dell’Osso, Debbie Belmar, Stephen Salvatore, Glenn Gebhardt and Jose Molina (JMolina@sjgov.org) of the completion of the Transaction;

E.6. Within five (5) business days after each Recordation Date, deliver by overnight delivery via recognized, national, overnight delivery carrier to: (1) Susan Dell’Osso, River Islands Stage 2A, LLC, 73 W. Stewart Road, Lathrop, CA 95330; and (2) Mr. Salvador Navarrete, City Attorney, City of Lathrop, 390 Towne Centre Drive, Lathrop, CA 95330:

(A) a certified copy of the Recordation Document showing all recording information of the Recordation Document; and

(B) a certified copy of the final Settlement Statement.

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAPS
(RIVER ISLANDS AT LATHROP)**

F. Additional Instructions

When assembling the final documents, signature pages from all parties shall be inserted into each respective final document in creating fully executed counterparts.

Please acknowledge receipt of these instructions and your agreement to act as Escrow agent in connection with this Transaction in accordance with these Escrow Instructions, by executing and dating a copy of these Escrow Instructions where indicated below, initialing all pages and returning it to both of the undersigned.

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAPS
(RIVER ISLANDS AT LATHROP)**

The Escrow Instructions may be modified only in a writing signed by both of the undersigned.

Very truly yours,

Stephen J. Salvatore
City Manager
City of Lathrop

Susan Dell'Osso
President
River Islands Stage 2A, LLC

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAPS
(RIVER ISLANDS AT LATHROP)**

ESCROW INSTRUCTIONS
ACKNOWLEDGEMENT AND AGREEMENT:

Receipt of the foregoing Escrow Instructions from RIS2A and the City is hereby acknowledged. The undersigned agrees, for itself, and on behalf of ORTC, to proceed in strict accordance with these Escrow Instructions. The undersigned represents and warrants to RIS2A and the City that the undersigned is authorized to execute this Acknowledgement and Agreement, for itself, and on behalf of ORTC.

Old Republic Title Company

By: _____
Its: _____
Date: _____

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ITEM 4.24

CITY MANAGER'S REPORT NOVEMBER 9, 2020, CITY COUNCIL REGULAR MEETING

ITEM: APPROVAL OF FINAL MAP, COMMON USE AGREEMENT AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 62 LOTS IN TRACT 4016 VILLAGE "W" WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS

RECOMMENDATION: Adopt Resolution Approving Final Map for Tract 4016 Village "W" within the Lakeside East District, Totaling 62 Single Family Lots, a Common Use Agreement and a Subdivision Improvement Agreement with River Islands Stage 2A, LLC

SUMMARY:

The proposed Final Map for Tract 4016 will be the second and final tract map within the Village "W" area. Tri-Pointe Homes is proposing sixty-two (62) 50' x 95' single-family lots. A Vicinity Map is included as Attachment "B".

Staff recommends that the City Council approve the proposed Final Map Tract 4016, Village "W", a Common Use Agreement with Island Reclamation District No. 2062 for portions of Pegasus and Gemini Courts and a Subdivision Improvement Agreement with River Islands Stage 2A, LLC ("River Islands Stage 2A"), included as Attachment "C".

BACKGROUND:

The City of Lathrop City Council approved Vesting Tentative Map (VTM) 3694 on March 27, 2007 and an amended VTM 3694 with updated conditions of approval on June 1, 2015. On July 18, 2018, the City of Lathrop Planning Commission approved a Neighborhood Design Plan (NDP) and Architectural Guidelines and Design Standards (AG/DS) for the Lakeside East District, known as Stage 2A, within Phase 1 of the project. While the NDP contains conceptual guidance on parks within the Lakeside East District, a Master Parks Plan includes revisions to the parks and open spaces within the Stage 2A area and is pending Planning Commission action. The land for the proposed Final Map for Tract 4016 is within the geographic boundaries of VTM 3694 and Stage 2A.

As required by the City's subdivision ordinance, all final maps must include a Subdivision Improvement Agreement (SIA) to guarantee specific offsite and onsite improvements. The guarantees for Tract 4016 were provided with the approved SIA for Tract 4015 executed with River Islands Development, LLC and therefore additional guarantee is not required to be provided with the SIA for Tract 4016.

CITY MANAGER’S REPORT **PAGE 2**
NOVEMBER 9, 2020, CITY COUNCIL REGULAR MEETING
APPROVAL OF FINAL MAP, COMMON USE AGREEMENT AND SUBDIVISION
IMPROVEMENT AGREEMENT FOR 62 LOTS IN TRACT 4016 VILLAGE “W”
WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS

The ownership of Tract 4016 was transferred from River Islands Development, LLC to an affiliate company, River Islands Stage 2A, LLC. Tracts 4015 and 4016 are collectively known as Village “W”.

The total cost of the improvements for Village “W” is \$2,025,655, however, a large percentage of the improvements have already been construction and therefore do not need to be guaranteed. Performance and labor & material securities were provided with the SIA for Tract 4015 that guarantee the unfinished improvements for Village “W”, including both Tract 4015 and 4016, in the amount of:

Unfinished Improvement Total:	\$114,055
Performance Bond (120% of Unfinished Improvements):	\$136,866
Labor & Materials Bond (50% of Performance Bond)	\$68,433

The SIA for Tract 4016 refers to the Agreement for Dedication, Inspection, and Guarantee of Streets and Public Improvements (“Off-site Agreement”) that was approved by the City on September 30, 2013. Although the Off-site Agreement applies to Tract 4016, the Final Map will not trigger any additional offsite improvements or security.

Acceptance of the public improvements will be processed by staff at a later date and when the unfinished improvements are completed. Prior to acceptance, River Islands will be required to provide a one (1) year warranty bond.

Village “W” was annexed to the three different Community Facilities Districts (CFDs) for maintenance purposes with the approval of the Tract 4015 Final Map in 2019. The three CFDs are for the City, Reclamation District 2062, and River Islands Public Financing Authority (RIPFA).

There is a need for a Common Use Agreement (CUA) between the City and Reclamation District No. 2062 (RD 2062) as a portions of Pegasus and Gemini Courts share an area with the easements recorded in favor of RD 2062 for the levee system. The CUA, included as Exhibit “I” to Attachment “C”, sets forth the terms and conditions to which RD 2062 can install, operate and maintain its facilities, which protects the City’s street and other utilities that are located in Pegasus and Gemini Courts.

River Islands Stage 2A must satisfy the Escrow Instructions, included as Attachment “D”, to guarantee the payment of all fees and execution of the documents related to the SIA.

REASON FOR RECOMMENDATION:

River Islands Stage 2A has fulfilled all of the requirements of the City’s subdivision ordinance as listed below:

**NOVEMBER 9, 2020, CITY COUNCIL REGULAR MEETING
 APPROVAL OF FINAL MAP, COMMON USE AGREEMENT AND SUBDIVISION
 IMPROVEMENT AGREEMENT FOR 62 LOTS IN TRACT 4016 VILLAGE “W”
 WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS**

Documents	Status
1. Final Map ready for signature	Completed
2. Subdivision Improvement Agreement	Completed
3. Performance Security – Uncompleted Landscaping and Miscellaneous Improvements provided with Tract 4015	Completed
4. Labor and Materials Security – Uncompleted Landscaping and Miscellaneous Improvements provided with Tract 4015	Completed
5. Street Improvement, Landscape, Light & Joint Trench	Completed
6. Geotechnical Report	Completed
7. Agreement for Backbone Improvements and Parks (Agreement for Dedication, Inspection and Guarantee of Streets and Public Improvements)	Completed
8. Approval of 3 rd Amendment to Development Agreement that guarantees creation of CFD for City Maintenance and Shortfalls, and Guarantee of Developer CFDs for Developer/other public agency Maintenance	Completed
9. Allocation of Water and Sewer capacity	Completed
10. Recommendation for approval from Stewart Tract Design Review Committee	Completed
11. Submitted Certificate of Insurance, Tax Letter	Completed
12. Submitted Preliminary Guarantee of Title	Completed
13. Escrow Instructions	Completed
14. Tract 4016 Village “W” – City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities) Annexation No. 9	Annexed with Tract 4015 on 9/9/2019
15. Common Use Agreement with Island Reclamation District No. 2062 for portion of Pegasus and Gemini Courts	Approval pending with this item
Fees	Status
1. Final Map plan check fee	Paid
2. Improvement Plans - Plan check and inspection fees	Paid
3. Sierra Club Settlement fee	To be paid in escrow

BUDGET IMPACT:

There is no budget impact to the City as all costs are covered by development fees and any shortfalls in the City’s maintenance and operating costs are covered by the CFDs.

CITY MANAGER'S REPORT **PAGE 4**
NOVEMBER 9, 2020, CITY COUNCIL REGULAR MEETING
APPROVAL OF FINAL MAP, COMMON USE AGREEMENT AND SUBDIVISION
IMPROVEMENT AGREEMENT FOR 62 LOTS IN TRACT 4016 VILLAGE "W"
WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS

ATTACHMENTS:

- A. Resolution Approving Final Map for Tract 4016 Village "W" within the Lakeside East District, Totaling 62 Single Family Lots, a Common Use Agreement and a Subdivision Improvement Agreement with River Islands Stage 2A, LLC
- B. Village "W" Vicinity Map
- C. Subdivision Improvement Agreement between the City of Lathrop and River Islands Stage 2A, LLC, a Delaware limited liability company, for Tract 4016, Village "W"
- D. Escrow Instructions for Final Map Tract 4016 Village "W"

CITY MANAGER'S REPORT
NOVEMBER 9, 2020, CITY COUNCIL REGULAR MEETING
APPROVAL OF FINAL MAP, COMMON USE AGREEMENT AND SUBDIVISION
IMPROVEMENT AGREEMENT FOR 62 LOTS IN TRACT 4016 VILLAGE "W"
WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS

APPROVALS




Brad Taylor
Associate Engineer

10/14/2020
Date



Glenn Gebhardt
City Engineer

10/14/2020
Date



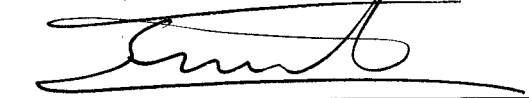
Michael King
Public Works Director

10-14-2020
Date




Cari James
Finance & Administrative Services Director

10/19/2020
Date



Salvador Navarrete
City Attorney

10-15-2020
Date



Stephen J. Salvatore
City Manager

11.2.2020
Date

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING FINAL MAP FOR TRACT 4016 VILLAGE "W" WITHIN THE LAKESIDE EAST DISTRICT, TOTALING 62 SINGLE FAMILY LOTS, A COMMON USE AGREEMENT AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH RIVER ISLANDS STAGE 2A, LLC

WHEREAS, the City of Lathrop City Council approved Vesting Tentative Map (VTM) 3694 on March 27, 2007 and an amended VTM 3694 with updated conditions of approval on June 1, 2015; and

WHEREAS, on July 18, 2018, the City of Lathrop Planning Commission approved a Neighborhood Design Plan (NDP) and Architectural Guidelines and Design Standards (AG/DS) for the Lakeside East District, known as Stage 2A, within Phase 1 of the project; and

WHEREAS, the land for the proposed Final Map for Tract 4016 is within the geographic boundaries of VTM 3694 and Stage 2A; and

WHEREAS, as required by the City's subdivision ordinance, all final maps must include a Subdivision Improvement Agreement (SIA) to guarantee specific offsite and onsite improvements; and

WHEREAS, the guarantees for Tract 4016 were provided with the approved SIA for Tract 4015 executed with River Islands Development, LLC and therefore additional guarantee is not required to be provided with the SIA for Tract 4016. The ownership of Tract 4016 was transferred from River Islands Development, LLC to an affiliate company, River Islands Stage 2A, LLC. Tracts 4015 and 4016 are collectively known as Village "W"; and

WHEREAS, performance and labor & material securities were provided with the SIA for Tract 4015 that guarantee the unfinished improvements for Village "W", including both Tract 4015 and 4016, in the amount as follows; and

Unfinished Improvement Total:	\$114,055
Performance Bond (120% of Unfinished Improvements):	\$136,866
Labor & Materials Bond (50% of Performance Bond)	\$68,433

WHEREAS, acceptance of the public improvements will be processed by staff at a later date and when the unfinished improvements are completed. Prior to acceptance, River Islands will be required to provide a one (1) year warranty bond; and

WHEREAS, there is a need for a Common Use Agreement (CUA) between the City and Reclamation District No. 2062 (RD 2062) as a portions of Pegasus and Gemini Courts share an area with the easements recorded in favor of RD 2062 for the levee system included as Exhibit "I" to the SIA; and

WHEREAS, Village "W" was annexed to the three different Community Facilities Districts (CFDs) for maintenance purposes with the approval of the Tract 4015 Final Map in 2019; and

WHEREAS, River Islands Stage 2A must satisfy the Escrow Instructions, included as Attachment "D" to the City Manager's Report, to guarantee the payment of all fees and execution of the documents related to the SIA.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lathrop that approves and accepts the following actions:

1. The Final Map for Tract 4016 and is hereby approved as submitted for recordation with the San Joaquin County Assessor/Recorder/County Clerk Office. The recorded executed copy will be filed with the City Clerk.
2. The City Manager, or their designee, is authorized to execute a Subdivision Improvement Agreement with River Islands Stage 2A, LLC, in substantially the form as attached to the November 9, 2020 staff report, the file executed copy will be filed with the City Clerk.
3. The City Manager, or their designee, is authorized to execute a Common Use Agreement with Reclamation District 2062, in substantially the form as attached the SIA as Exhibit "H", and is hereby approved as submitted as part of the public record with the San Joaquin County Assessor/Recorder/County Clerk Office. The recorded executed copy will be filed with the City Clerk.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 9th day of November 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

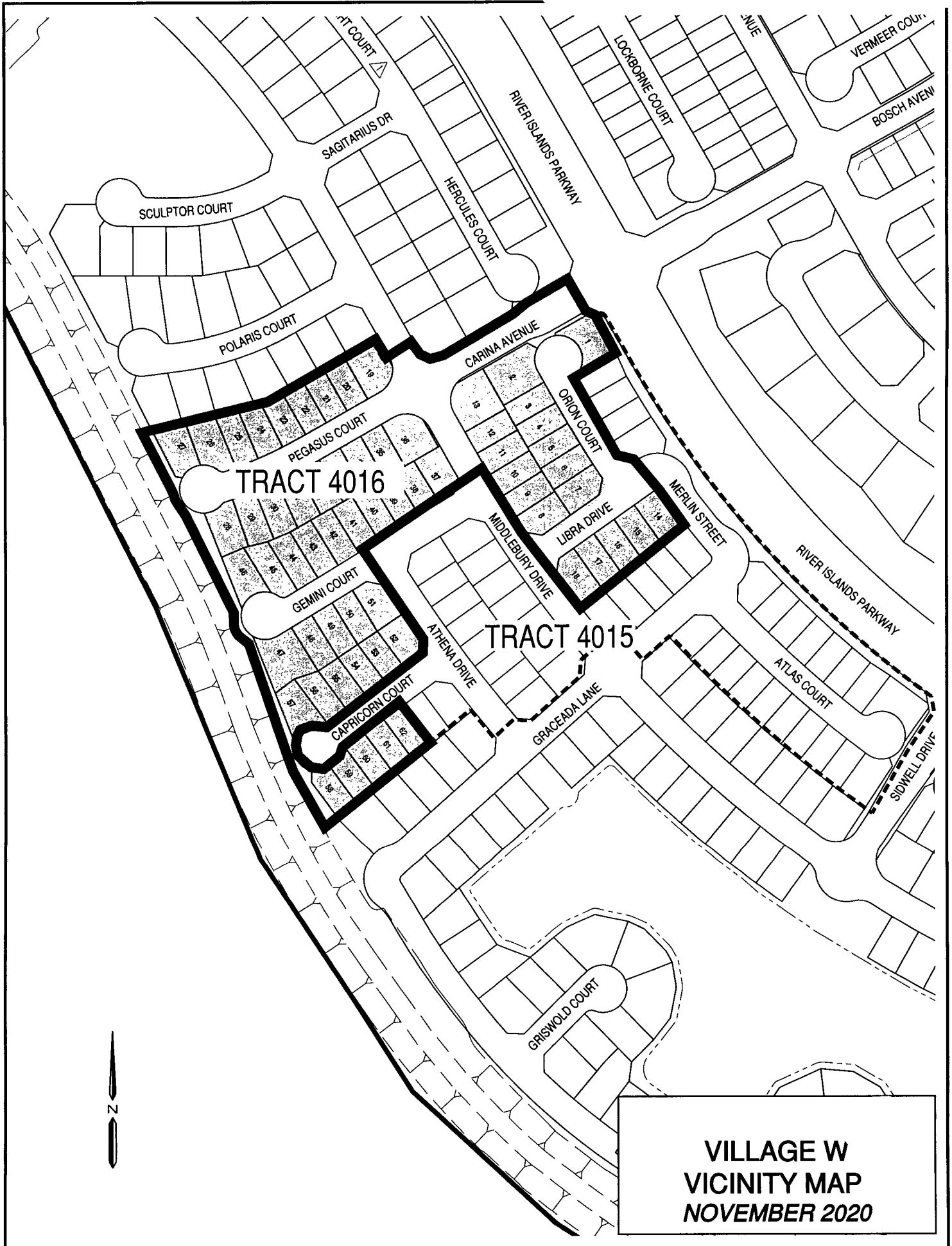
ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney



SUBDIVISION IMPROVEMENT AGREEMENT

BY AND BETWEEN THE CITY OF LATHROP AND

RIVER ISLANDS STAGE 2A, LLC, A DELAWARE LIMITED LIABILITY COMPANY

FOR TRACT 4016 VILLAGE “W” 62 RESIDENTIAL LOTS

RECITALS

A. This Agreement is made and entered into this **9th day of November 2020**, by and between the CITY OF LATHROP, a municipal corporation of the State of California (hereinafter “CITY”) and River Islands Stage 2A, LLC, a Delaware limited liability company (hereinafter “SUBDIVIDER”).

B. At its meeting on May 15, 2017, CITY approved the temporary closure of Cohen and Paradise Roads associated with construction and grading activities in Stage 2 of River Islands. This approval requires SUBDIVIDER to construct a paved public roadway to connect any remaining gaps between the Paradise Road and Stewart Road intersection and the Somerston Parkway/River Islands Parkway intersection by August 1, 2020. As a result, previously provided security in the form of a Letter of Guarantee from the River Islands Public Financing Authority (“RIPFA”) has guaranteed the replacement of Cohen Road and Paradise Road with a set aside of bond proceeds (Attachment “G”) in the amount of \$543,600, that is available to CITY if SUBDIVIDER does not meet the deadline of August 1, 2020. Further, the amount of set aside bond proceeds shall be reduced by the City Engineer as River Islands Parkway is extended to replace these removed roadways. The closed portion of Stewart Road is not anticipated to be replaced, but it remains for now as legal access to parcels fronting Stewart Road and as emergency access. The security referenced in this recital shall remain in place for this final map and all final maps associated with this access until it is no longer necessary.

River Islands Parkway was constructed to replace Cohen Road, and the portions of Paradise Road that was removed has been reconstructed and both roadways are open to the public. However, this guarantee will remain in place until River Islands Parkway has been accepted by the City

C. At its meeting on July 9, 2018, CITY approved the Tract 3908 large lot final map which includes the Village “W” area within Stage 2A of River Islands. The approval of Tract 3908 required security for the construction of River Islands Parkway from Dell’Osso Drive to the Stage 2B boundary. As a result, previously provided security in the form of a Letter of Guarantee from RIPFA has guaranteed the construction of River Islands Parkway from Dell’Osso Drive to the Stage 2B boundary with a set aside of bond proceeds (Attachment H) in the amount of \$450,000, that is available to CITY if SUBDIVIDER does not meet a September 30, 2019, deadline or as may be extended by CITY. The security referenced in this recital shall remain in place for this final map and all final maps associated with it until River Islands Parkway from Dell’Osso Drive to the Stage 2B boundary is fully constructed and accepted into use by CITY.

River Islands Parkway was constructed to replace Cohen Road, and the portions of Paradise Road that was removed has been reconstructed and both roadways are open to the public. However, this guarantee will remain in place until River Islands Parkway has been accepted by the City

D. Pursuant to Division 2 of Title 7 of the Government Code of the State of California and CITY's Subdivision Regulations (City of Lathrop, Code of Ordinances, Chapter 16), SUBDIVIDER is required to make dedications and improve Tract 4016. However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with Tracts 4015 and Tract 4016, collectively Village "W", located within the Lakeside East District of River Islands Phase 1, which also includes major streets necessary to access the site. The unfinished portion of improvements total \$114,055 and both performance and labor and materials security required by the Lathrop Subdivision Ordinance and the Subdivision Map Act have been provided to the City with the approval of the Tract 4015 (Village "W") Subdivision Improvement Agreement.

E. SUBDIVIDER has completed a portion of the joint trench improvements for Tract 4015 and Tract 4016 and as noted in Recital D security shall be required for the unfinished portion of these improvements along with other required infrastructure associated with Tract 4016 and Village "W" overall. Improvement plans and street light plans prepared by Power Systems Design, Inc., have already been approved by CITY. The street, sidewalk, underground utility, storm drainage, streetlight, and joint trench improvements (hereinafter "Improvements") are substantially completed and minor improvements not yet constructed as part of the required infrastructure for Tract 4015 and Tract 4016 are required security as outlined in this Agreement.

F. Since Village "W" contains two public streets (Gemini and Pegasus Courts) that partially overlap with Levee easements dedicated to Island Reclamation District 2062 ("RD 2062"), including levee improvements, a Common Use Agreement ("CUA") between the City and RD 2062 is required to delineate the rights and obligations of these agencies regarding the City's public streets and RD 2062's improvements. The CUA is included and incorporated into this Agreement as Exhibit "I".

NOW THEREFORE, in consideration of CITY's pending approval and acceptance of the Improvements upon their satisfactory completion, and in consideration of SUBDIVIDER's construction of Improvements in strict accordance with the terms of this Agreement, all applicable laws, statutes, ordinances, rules, and regulations currently in force and effect in CITY, the terms and conditions of which are incorporated herein by this reference, the parties hereto mutually covenant and agree as follows:

1. SUBDIVIDER shall complete construction of, or cause construction to be completed at its sole cost and expense, the Improvements for all of the lots within the Lakeside East neighborhood, to the limits identified on Exhibit A including the public landscaping, streetlight, and joint trench improvements. All improvements shall be constructed to the satisfaction and approval of the City Engineer, in a good and workmanlike manner in accordance with the above-referenced improvement plans and specifications, the improvement standards and specifications of CITY's Department of Public Works, the applicable Ordinances of the City of Lathrop, and the California Subdivision Map Act.

2. SUBDIVIDER shall complete the Improvements, including all deferred and unfinished improvements, prior to occupancy of the last home constructed in Tract 4016 that is conveyed to a private interest not associated with the transfer of title of Tract 4016 associated with the filing of Tract 4016 (homebuilder) or prior to the completion and occupancy of the last production dwelling unit associated with Tract 4016, or December 1, 2021, whichever comes first. Such occupancy shall be documented by CITY in the form of a Certificate of Occupancy or Final Building Permit.

3. CITY, or its agent(s), shall at any time during the progress of the Improvements have free access thereto and shall be allowed to examine the same and all material to be used therein. If the Improvements or any part thereof are not completed in strict compliance with the standards set forth in Paragraph 1 above, CITY may refuse to accept and may reject the defective Improvements and/or materials therein.

4. SUBDIVIDER shall secure the services of skilled personnel necessary to construct the Improvements. CITY is not skilled in these matters and relies upon the skill of SUBDIVIDER to ensure that the construction of the Improvements is in the most skillful and durable manner.

5. CITY's acceptance of the Improvements does not operate as a release of SUBDIVIDER from any guarantee hereunder.

6. SUBDIVIDER guarantees and warrants that the Improvements shall be constructed in compliance with the standards set forth in Paragraph 1 above, free from any defects in work or labor done and from any defects in materials furnished. Further, SUBDIVIDER shall repair and maintain the Improvements in good condition and in accordance with CITY specifications for one (1) year after CITY's acceptance of the Improvements. As required by this Agreement, prior to acceptance of the Improvements, SUBDIVIDER will deposit with the City Engineer a Warranty Bond in the amount of \$202,566, equal to 10% of the estimated cost of the Improvements for Village "W" area (\$2,025,655) as included in the Engineer's estimate attached to this Agreement as Exhibit F, to insure SUBDIVIDER's repair and warranty of the Improvements in accordance with the terms of this Agreement. The Warranty Bond shall be released at the end of the one-year guarantee period provided no claims against it are then outstanding.

7. Because some of the backbone improvements referenced in Recitals B and C are required to provide access and to Tracts 4015 and Tract 4016 and are associated with adjacent tracts as otherwise described in this Agreement, as well as the "Agreement for Dedication, Inspection and Guarantee of Public Streets and Improvements ("2013 Agreement"), approved by CITY on September 30, 2013, the security provided as noted in Recitals "B" and "C" shall remain in place until the City accepts River Islands Parkway from Sommerston to Paradise Road.

8. If SUBDIVIDER, in whole or in part, abandons the Improvements, unnecessarily or unreasonably delays construction of the Improvements, fails to complete construction of the Improvements within the time specified in this Agreement, or fails to repair, replace, or reconstruct any defects, as set forth in Paragraph 6 above, CITY may, but is not required to, proceed to complete and/or repair, replace, or reconstruct the Improvements, either by itself or by contract for

such service, and CITY may cause to be forfeited such portion of any security deposited therein as is necessary to cover the costs of completion, repair, replacement, or reconstruction incurred by CITY. Once action is taken by CITY to complete, repair, replace, and/or reconstruct the Improvements, SUBDIVIDER shall be responsible for all costs incurred by CITY, even if SUBDIVIDER subsequently completes the work.

CITY shall have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security (including but not limited to any Letter of Guarantee, Certificate of Deposit, cash, bond for performance, labor and materials and repair and maintenance, letter of credit or cash deposit) therefore is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Government Code Section 66499.4, incurred by CITY in addition to the costs of the improvements shall be a proper charge against the security and SUBDIVIDER. In the event it becomes necessary for CITY to bring an action to compel performance of this Agreement or to recover costs of completing such improvements, SUBDIVIDER shall pay reasonable attorney's fees, costs of suit, and all other expenses of litigation incurred by CITY in connection therewith.

9. Because the Improvements are not entirely complete, SUBDIVIDER is required to only post Performance or Labor & Materials bonds to guarantee the unfinished improvements associated with Tract 4015 and Tract 4016 as included and described in Exhibit E of this Agreement. The amount of the security posted in the form of a performance bond is equal to 120% of the amount of unfinished improvements as shown in Exhibit E ($\$114,055 \times 120\% = \$136,866$ – performance bond amount) as indicated in Recital D. The corresponding labor and materials bond has been posted in the amount of 50% of the performance bond amount ($\$136,866 \times 50\% = \$68,433$) also as indicated in Recital D. The Performance and Labor & Materials bonds were provided to the City with the approval of the SIA for Tract 4015. Further, SUBDIVIDER shall also comply with CITY's insurance requirements set forth on Exhibit C attached hereto and incorporated herein.

10. Any alteration(s) made to the plans and specifications which are a part of this Agreement or any provision of this Agreement shall not operate to release any surety or sureties from liability on any bond or bonds attached hereto and made a part thereof. The above-referenced sureties hereby consent to such alterations and waive the provisions of California Civil Code Section 2819.

11. Neither CITY nor any of its officers, employees, or agents shall be liable to SUBDIVIDER, and/or SUBDIVIDER's agents, contractors, or subcontractors for any error or omission arising out of or in connection with any work to be performed under this Agreement.

12. Neither CITY nor any of its officers, employees, or agents shall be liable to SUBDIVIDER or to any person, entity, or organization for any injury or damage that may result to any person or property by or from any cause in, on, or about the subdivision of all or any part of the land covered by this Agreement.

13. SUBDIVIDER hereby agrees to, and shall hold CITY, its elective and appointive boards, commissions, officers, agents, and employees (collectively "Indemnitees") harmless from any liability for damage or claims which may arise from SUBDIVIDER and/or SUBDIVIDER's contractors, subcontractors, agents, or employees' operations under this Agreement, whether such operations be by SUBDIVIDER or by any SUBDIVIDER contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, SUBDIVIDER or any of SUBDIVIDER's contractors or subcontractors. SUBDIVIDER shall, at its own cost and expense, defend any and all actions, suits, or legal proceedings or any type that may be brought or instituted against CITY and indemnities on any claim or demand, of any nature whatsoever, and pay or satisfy any judgment that may be rendered against CITY and the Indemnitees in any such action, suit, or legal proceedings resulting from or alleged to have resulted from SUBDIVIDER's performance or non-performance of its duties and obligations under this Agreement or from the negligent act or omission of itself, its agents, contractors, representatives, servants, or employees. The promises and Agreement to indemnify and hold harmless set forth in this section is not conditioned or dependent on whether or not any indemnity has prepared, supplied, or approved any plan or specification in connection with this work or subdivision, whether or not any such indemnity has insurance or indemnification covering any of these matters. CITY does not and shall not waive any rights against SUBDIVIDER which it may have by reason of the aforesaid hold harmless agreement because of the acceptance by CITY of any deposit with CITY by SUBDIVIDER. The aforesaid hold harmless agreement by SUBDIVIDER shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not CITY has prepared, supplied, or approved of plans and/or specifications for the subdivision.

14. Neither SUBDIVIDER nor any of SUBDIVIDER's agents, contractors, or subcontractors are, or shall be, considered to be agents of CITY in connection with the performance of SUBDIVIDER's obligations under this Agreement.

15. Prior to acceptance of the Improvements by the City Council, SUBDIVIDER shall be solely responsible for maintaining the quality of the Improvements and maintaining safety at the project site. SUBDIVIDER's obligation to provide the Improvements shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied, all outstanding fees and charges have been paid, and the City Council has accepted the Improvements as complete. CITY and SUBDIVIDER have formed Community Facilities Districts (CFDs) to finance maintenance and improvements. CITY expects to preserve the ability to use future special taxes of the CFD for payment of the cost of acquisition of the Improvements, which may require that acceptance of improvements by CITY be subject to the provisions of an acquisition agreement to be entered into by CITY and SUBDIVIDER providing that CITY expects to be paid or reimbursed acquisition costs through future CFD special taxes. SUBDIVIDER shall cooperate to facilitate such method of acquisition.

16. SUBDIVIDER shall pay service fees for the utility services from the time the Improvements are accepted by CITY to the end of the fiscal year, or up to a one (1) year period, whichever is needed to ensure an opportunity for the Improvements to be included in the next fiscal year annual assessment.

17. SUBDIVIDER shall be responsible to sweep streets within the subdivision every two weeks as directed by the City Engineer on all streets where lots are occupied and all streets providing access to occupied lots until the Improvements are accepted by CITY.

18. SUBDIVIDER shall not assign this Agreement without the prior written consent of CITY. If such consent is given, the terms of this Agreement shall apply to and bind the heirs, successors, executors, administrators, and assignees of SUBDIVIDER; and any heirs, successors, executors, administrators, and assignees of SUBDIVIDER and shall be jointly and severally liable hereunder.

19. SUBDIVIDER shall, at SUBDIVIDER's expense, obtain and maintain all necessary permits and licenses for construction of the Improvements. Prior to the commencement of Improvement construction, SUBDIVIDER shall obtain a City of Lathrop Business License. SUBDIVIDER shall comply with all local, state, and federal laws whether or not said laws are expressly stated in this Agreement.

20. This Agreement and any amendments hereto comprise the entire understanding and agreement between the parties regarding the improvements to be constructed and dedications for Tract 4015 and Tract 4016.

21. The following miscellaneous provisions are applicable to this Agreement:

a. Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the laws of the State of California.

b. Definitions. The definitions and terms are as defined in this Agreement.

c. Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement which directly results from an Act of God or an act of a superior governmental authority.

d. Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

e. Incorporation of Documents. All documents referred to herein and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated herein and shall be deemed to be part of this Agreement.

f. Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.

g. Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.

h. Successors and Assigns. Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.

i. Time of the Essence. Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any day observed as a legal holiday by CITY, the time for performance shall be extended to the following business day.

j. Venue. In the event either party brings that suit hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin.

ATTACHMENTS:

- EXHIBIT A: FINAL MAP - TRACT 4016
- EXHIBIT B: TRACT 4016 AND VILLAGE "W" AREA
- EXHIBIT C: CITY INSURANCE REQUIREMENTS
- EXHIBIT D: UNFINISHED IMPROVEMENT COST ESTIMATE
- EXHIBIT E: VILLAGE "W" IMPROVEMENTS COST ESTIMATE
- EXHIBIT F: RIPFA LETTER OF GUARANTEE - INTERIM PUBLIC ACCESS WITHIN THE STAGE 2A DEVELOPMENT AREA
- EXHIBIT G: RIPFA LETTER OF GUARANTEE – RIVER ISLANDS PARKWAY WITHIN THE STAGE 2A DEVELOPMENT AREA
- EXHIBIT H: COMMON USE AGREEMENT FOR GEMINI AND PEGASUS COURTS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 9th day of November 2020, at Lathrop, California.

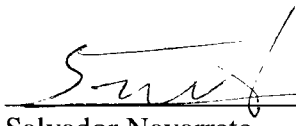
ATTEST: TERESA VARGAS
City Clerk of and for the City
of Lathrop, State of California

CITY OF LATHROP, a
municipal corporation of the
State of California

BY: _____
Teresa Vargas Date
City Clerk

BY: _____
Stephen J. Salvatore Date
City Manager

APPROVED AS TO FORM

BY:  _____ 10-15-2020
Salvador Navarrete Date
City Attorney

River Islands Stage 2A, LLC
a Delaware limited liability company

BY: _____
Susan Dell'Osso Date
President
"SUBDIVIDER"

EXHIBIT A

FINAL MAP - TRACT 4016

**TRACT 4016
RIVER ISLANDS - STAGE 2A
VILLAGE W2**

A PORTION OF RANCHO EL PESCADEIRO, BEING
A SUBDIVISION OF PARCEL 1, 2, 3, AND 4 OF TRACT 4015 (43 MAP 106),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
SEPTEMBER 2020



ACKNOWLEDGEMENT CERTIFICATE (OWNER)

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }
COUNTY OF SAN JOAQUIN }
ON _____ DAY OF _____, 20____, BEFORE ME, _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/HEY EXECUTED THE SAME IN HIS/HER/ THEIR AUTHORIZED CAPACITIE(S), AND THAT BY HIS/HER/ THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND.

SIGNATURE _____
NAME (PRINT) _____
PRINCIPAL COUNTY OF BUSINESS _____
MY COMMISSION EXPIRES _____

ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE)

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }
COUNTY OF SAN JOAQUIN }
ON _____ DAY OF _____, 20____, BEFORE ME, _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/HEY EXECUTED THE SAME IN HIS/HER/ THEIR AUTHORIZED CAPACITIE(S), AND THAT BY HIS/HER/ THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND.

SIGNATURE _____
NAME (PRINT) _____
PRINCIPAL COUNTY OF BUSINESS _____
MY COMMISSION EXPIRES _____

OWNERS STATEMENT

THE UNDERSIGNED DOES HEREBY STATE THAT THEY ARE THE OWNERS OF ALL THE LAND DELINEATED AND EMBODIED WITHIN THE EXTERIOR BOUNDARY LINE OF THE HEREIN EMBODIED FINAL MAP ENTITLED, "TRACT 4016, RIVER ISLANDS, STAGE 2A, VILLAGE W2", CITY OF LATHROP, CALIFORNIA, CONSISTING OF TEN (10) SHEETS, AND EMBODIED WITHIN THE EXTERIOR BOUNDARY LINE OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

THE UNDERSIGNED DOES HEREBY DEDICATE AN EASEMENT TO THE CITY OF LATHROP FOR PUBLIC RIGHT-OF-WAY PURPOSES, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS PEGASUS COURT AND GEMINI COURT AS SHOWN ON THIS FINAL MAP.

THE UNDERSIGNED DOES HEREBY DEDICATE TO THE CITY OF LATHROP A NON-EXCLUSIVE EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN POLES, WIRES, CABLES, PIPES, AND CONDUITS AND THEIR APPURTENANCES UPON, OVER AND UNDER THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS "P.U.E." (PUBLIC UTILITY EASEMENT).

THE UNDERSIGNED DOES HEREBY DEDICATE TO THE CITY OF LATHROP A NON-EXCLUSIVE EASEMENT FOR THE PURPOSES OF REPAIR AND MAINTENANCE OF THE SOUND WALL FOR THE AREAS DESIGNATED AS "WALL EASEMENT (W.E.)" AS SHOWN ON THIS FINAL MAP.

THE UNDERSIGNED DOES HEREBY RELINQUISH TO THE CITY OF LATHROP ALL ABUTTERS RIGHT OF ACCESS TO LOTS 7, 8, 13, 14, 18, 19, 36, 37, 51, AND 52, ALONG THE LOT LINES AS INDICATED BY THE SYMBOL ||||| AS SHOWN ON THIS FINAL MAP.

THE UNDERSIGNED DOES HEREBY DEDICATE TO THE CITY OF LATHROP, IN FEE, PARCELS A, B, AND C FOR LANDSCAPE OPEN SPACE PURPOSES, INCLUDING PUBLIC UTILITIES AND STORM DRAIN FACILITIES, AND PEDESTRIAN INGRESS AND EGRESS, FOR THE BENEFIT OF THE PUBLIC, AS SHOWN ON THIS FINAL MAP.

OWNER: RIVER ISLANDS STAGE 2A, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: SUSAN DELL'OSSO _____ DATE _____
ITS: PRESIDENT

OLD REPUBLIC TITLE COMPANY, AS TRUSTEE, UNDER THE DEED OF TRUST RECORDED DECEMBER 22, 2016, AS DOCUMENT NUMBER 2016-160896, AND AS AMENDED IN DOCUMENT RECORDED DEC. 28, 2017 AS DOCUMENT NUMBER 2017-150771 AND FURTHER AMENDED IN DOCUMENT RECORDED APRIL 15, 2020 AS DOCUMENT NUMBER 2020-046005, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

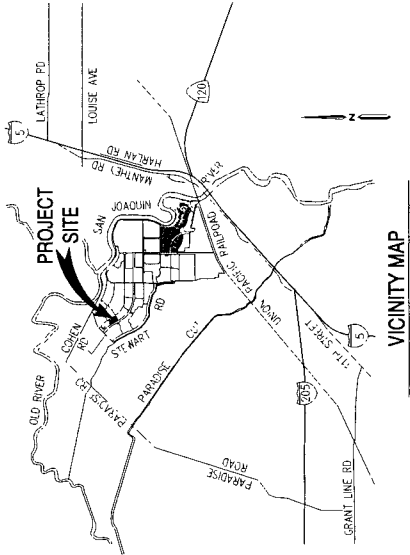
DATED THIS _____ DAY OF _____, 20____.

BY: _____
ITS: _____

SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

THIS MAP CONFORMS TO TENTATIVE MAP NO. 3694 APPROVED BY THE PLANNING COMMISSION
DATED THIS _____ DAY OF _____, 20____.

MARK MESSNER, COMMUNITY DEVELOPMENT DIRECTOR
CITY OF LATHROP



CITY CLERK'S STATEMENT

I, TERESA VARGAS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE HEREIN EMBODIED MAP ENTITLED "TRACT 4016, RIVER ISLANDS, STAGE 2A, VILLAGE W2", CITY OF LATHROP, CALIFORNIA, CONSISTING OF TEN (10) SHEETS, THIS STATEMENT WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A MEETING HELD ON _____ DAY OF _____, 20____, AT _____ O'CLOCK _____ OF THE DAY, SAID MEETING BEING OPEN TO THE PUBLIC BY RESOLUTION NO. _____ DAILY PASSED AND ADOPTED AT SAID MEETING. APPROVE SAID MAP, AND AUTHORIZED ITS RECORDECTION, AND ACCEPTED ON BEHALF OF THE CITY OF LATHROP, FOR PUBLIC USE, THE DEDICATION OF ALL PUBLIC UTILITY EASEMENTS, WALL EASEMENTS, PARCELS A, B, AND C, AND THE RELINQUISHMENT OF ACCESS RIGHTS TO LOTS 7, 8, 13, 14, 18, 19, 36, 37, 51, AND 52, ALONG WITH THE LOT LINES AS INDICATED BY THE SYMBOL ||||| AND ACCEPTED THE OFFER OF DEDICATION OF ALL STREETS, WALKWAYS AND PATHS AS SHOWN ON THIS FINAL MAP. THE ADOPTION AND RECORDECTION OF THIS MAP AND THIS STATEMENT WAS COMPLETED IN ACCORDANCE WITH CHAPTER 16, TITLE 16.16 OF THE CITY OF LATHROP MUNICIPAL CODE. I FURTHER STATE THAT ALL BONDS AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN MAP, IF APPLICABLE, HAVE BEEN APPROVED BY THE CITY COUNCIL OF LATHROP AND FILED IN MY OFFICE.

TERESA VARGAS
CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA

RECORDERS STATEMENT

FILED THIS _____ DAY OF _____, 20____, AT _____ M
IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____ AT THE REQUEST OF OLD REPUBLIC
TITLE COMPANY

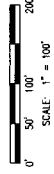
FEE \$ _____

BY: _____ ASSISTANT/DEPUTY RECORDER
SUELE BRESTOLARDES
ASSASSOR-RECORDER-COUNTY CLERK
SAN JOAQUIN COUNTY, CALIFORNIA

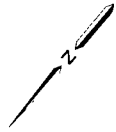
EXEMPT FROM FEE PER GOVERNMENT CODE 273981. DOCUMENT RECORDED IN CONNECTION WITH A CONCURRENT TRANSFER SUBJECT TO THE IMPOSITION OF DOCUMENTARY TRANSFER TAX

TRACT 4016 RIVER ISLANDS - STAGE 2A VILLAGE W2

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 1, 2, 3, AND 4 OF TRACT 4015 (43 MAP 106),
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
SEPTEMBER 2020

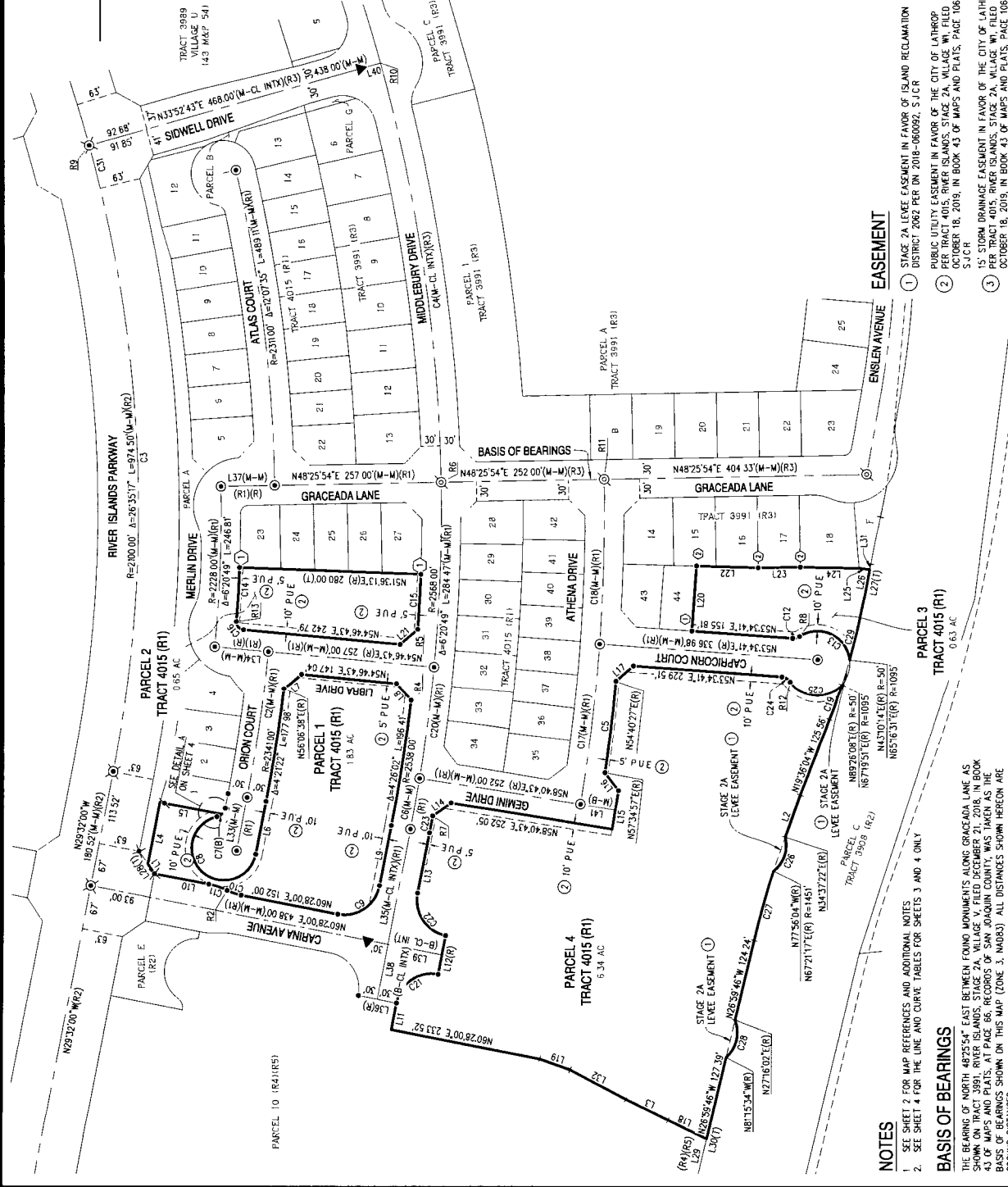


BOUNDARY SHEET



LEGEND

- MONUMENT PER (R1)
- MONUMENT PER (R2)
- MONUMENT PER (R3)
- 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788" PER (R1), RESPECTIVELY, UNLESS OTHERWISE NOTED
- 3/4" IRON PIPE WITH CAP STAMPED "PLS 7786" PER (R2) AND (R3), RESPECTIVELY, UNLESS OTHERWISE NOTED
- 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R1) AND (R3)
- 3.00" WITNESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE, RADIAL LINE OR PERPENDICULAR TO STREET CENTERLINE AS NOTED 3/4" x 24" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1)
- BOUNDARY
- LOT LINE OR RIGHT-OF-WAY LINE
- EASEMENT LINE
- CENTERLINE
- RESTRICTED ACCESS
- 200.00' (R1)
- MEASURED AND RECORD DATA PER REFERENCE (R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHT 2
- (M-W)
- (M-CL INTX)
- (B-CL INTX)
- (M-B)
- (R)
- (T)
- (B)
- P.U.E.
- DN
- S.J.C.R.
- L1/C1/R1
- EASEMENT REFERENCE NUMBER - SEE THIS SHEET
- 1.17" BRASS DISK STAMPED "PLS 7788" ON 1 FOOT OFFSET PER (R3)
- 5/8" REBAR WITH CAP "PLS 7788" PER (R1) AND (R3)
- 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788" SET AS 3.00" WITNESS CORNER PER (R1)



EASEMENT

1. STAGE 2A LEVEE EASEMENT IN FAVOR OF ISLAND RECLAMATION DISTRICT 2062 PER DN 2016-060892, S.J.C.R.
2. PUBLIC UTILITY EASEMENT IN FAVOR OF THE CITY OF LATHROP PER TRACT 4015, RIVER ISLANDS, STAGE 2A, VILLAGE W2, FILED OCTOBER 18, 2019, IN BOOK 43 OF MAPS AND PLATS, PAGE 106, S.J.C.R.
3. STORM DRAINAGE EASEMENT IN FAVOR OF THE CITY OF LATHROP PER TRACT 4015, RIVER ISLANDS, STAGE 2A, VILLAGE W2, FILED OCTOBER 18, 2019, IN BOOK 43 OF MAPS AND PLATS, PAGE 106, S.J.C.R.

NOTES

1. SEE SHEET 2 FOR MAP REFERENCES AND ADDITIONAL NOTES
 2. SEE SHEET 4 FOR THE LINE AND CURVE TABLES FOR SHEETS 3 AND 4 ONLY
- BASIS OF BEARINGS**
THE BEARING OF NORTH 48°25'54" EAST BETWEEN MONUMENTS ALONG GRACEADA LANE AS SHOWN ON TRACT 3991, RIVER ISLANDS, STAGE 2A, VILLAGE W2, FILED DECEMBER 21, 2018, IN BOOK 43 OF MAPS AND PLATS, AT PAGE 86, RECORDS OF SAN JOAQUIN COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP (ZONE 3, NAD83). ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES

TRACT 4016 RIVER ISLANDS - STAGE 2A VILLAGE W2

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 1, 2, 3, AND 4 OF TRACT 4015 (43 MAP 106),
CITY OF LAHORE, SAN JOAQUIN COUNTY, CALIFORNIA
SEPTEMBER 2020



RADIAL TABLES FOR COURSES SHOWN
ON SHEETS 3 AND 4 ONLY

LINE	DIRECTION
R1	S83°23'52"E
R2	S14°19'47"E
R3	N51°17'53"W
R4	N58°01'58"E
R5	N53°31'28"E
R6	N48°25'54"E
R7	N59°52'48"E
R8	N74°08'20"W
R9	N33°52'43"E
R10	N33°52'43"E
R11	N48°25'54"E
R12	S15°30'53"W
R13	S53°43'06"W

CURVE TABLES FOR COURSES SHOWN ON SHEETS 3 AND 4 ONLY

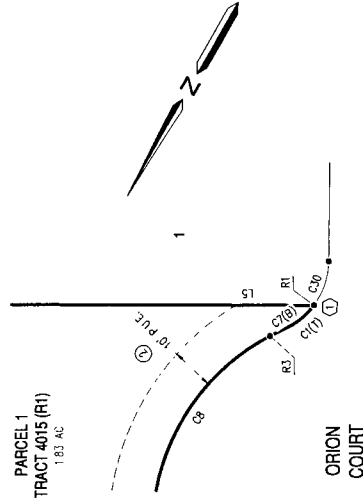
CURVE #	RADIUS	DELTA	LENGTH
C21	55.00	90°00'00"	86.39
C22	55.00	90°00'00"	86.39
C23	2598.00	0°35'12"	26.60
C24	17.00	52°16'12"	15.51
C25	50.00	106°24'45"	92.86
C26	50.00	67°26'34"	58.85
C27	1451.00	4°21'03"	110.18
C28	50.00	71°28'24"	62.37
C29	1095.00	5°07'02"	97.80
C30	17.00	36°08'08"	10.72
C31	2100.00	1°51'20"	68.00

CURVE #	RADIUS	DELTA	LENGTH
C1	17.00	68°14'07"	19.65
C2	2311.00	5°41'17"	229.43
C3	2100.00	244°35'37"	906.50
C4	2588.00	143°31'11"	652.27
C5	2850.00	2°54'30"	144.67
C6	2588.00	174°17'17"	80.14
C7	17.00	30°05'59"	8.93
C8	50.00	246°14'07"	214.88
C9	55.00	90°00'00"	86.39
C10	87.00	151°21'15"	23.09
C11	113.00	151°21'15"	29.98
C12	17.00	37°43'01"	11.19
C13	50.00	117°18'34"	102.37
C14	2258.00	2°05'53"	83.34
C15	2538.00	1°55'15"	85.09
C16	12.00	68°56'23"	18.63
C17	2820.00	5°06'02"	251.04
C18	2820.00	5°06'47"	253.30
C19	1095.00	3°04'05"	58.63
C20	2568.00	3°54'00"	174.80

LINE TABLES FOR COURSES SHOWN ON SHEETS 3 AND 4 ONLY

LINE	DIRECTION	LENGTH
L26	N29°50'31"W	44.60
L27	N29°50'31"W	53.47
L28	S74°32'00"E	42.43
L29	N28°59'46"W	209.19
L30	N28°59'46"W	338.58
L31	N29°50'31"W	8.67
L32	S76°48'00"W	97.08
L33	N29°32'00"W	83.97
L34	S54°46'43"W	83.00
L35	N29°32'00"W	180.52
L36	S60°28'00"W	60.00
L37	N48°25'54"E	83.00
L38	N29°32'00"W	85.00
L39	N60°28'00"E	85.00
L40	N33°52'43"E	36.00
L41	N58°40'43"E	54.47

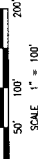
LINE	DIRECTION	LENGTH
L1	N74°32'00"W	16.38
L2	S21°08'12"E	69.18
L3	S75°19'59"W	72.35
L4	N29°32'00"W	97.66
L5	N60°21'26"E	97.73
L6	N29°32'00"W	83.97
L7	N102°26'41"E	34.94
L8	N79°35'40"W	35.74
L9	N29°32'00"W	95.52
L10	N60°28'00"E	85.55
L11	N29°32'00"W	41.00
L12	N29°32'00"W	60.00
L13	N29°32'00"W	95.52
L14	N14°16'45"E	34.98
L15	N31°19'17"W	60.00
L16	N78°52'10"W	35.02
L17	N9°07'34"E	35.02
L18	N75°16'08"E	65.85
L19	N68°24'43"E	50.15
L20	N36°25'19"W	100.46
L21	N9°09'08"E	35.74
L22	N51°03'16"E	95.09
L23	N48°42'31"E	65.00
L24	N50°30'25"E	90.37
L25	N58°49'58"E	18.67



DETAIL A
NOT TO SCALE
(FROM SHEET 3)

TRACT 4016 RIVER ISLANDS - STAGE 2A VILLAGE W2

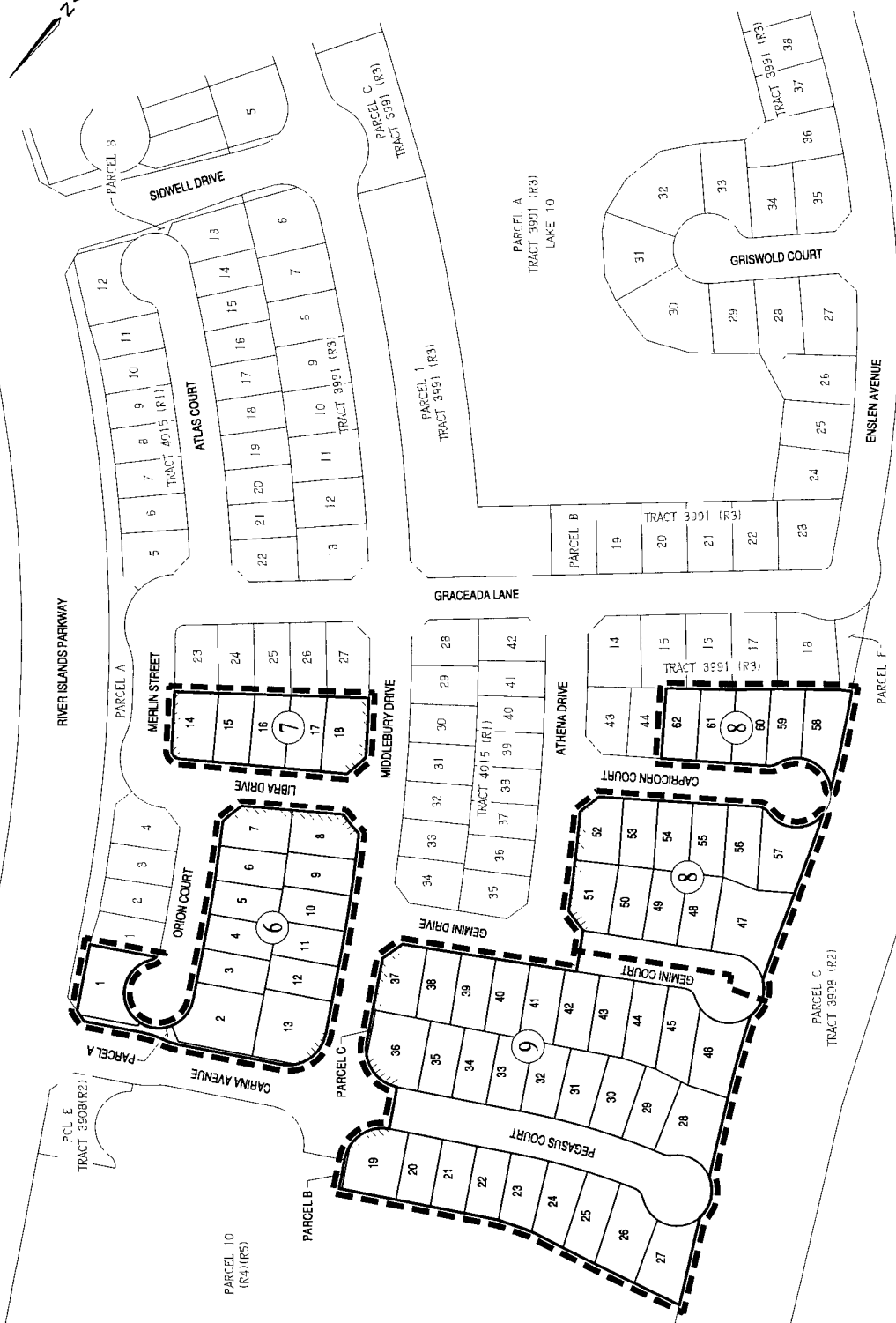
A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 1, 2, 3, AND 4 OF TRACT 4015 (43 MAP 06),
CITY OF LAHROP, SAN JOAQUIN COUNTY, CALIFORNIA
SEPTEMBER 2020



SHEET INDEX

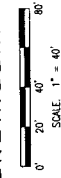
LEGEND

- BOUNDARY
- LOT LINE
- SHEET NUMBER
- RESTRICTED ACCESS
- SHEET UNIT LINE



TRACT 4016 RIVER ISLANDS - STAGE 2A VILLAGE W2

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 1, 2, 3, AND 4 OF TRACT 4015 (43 MAP 106),
CITY OF LATHROP, WASHINGTON COUNTY, CALIFORNIA,
SEPTEMBER 2020

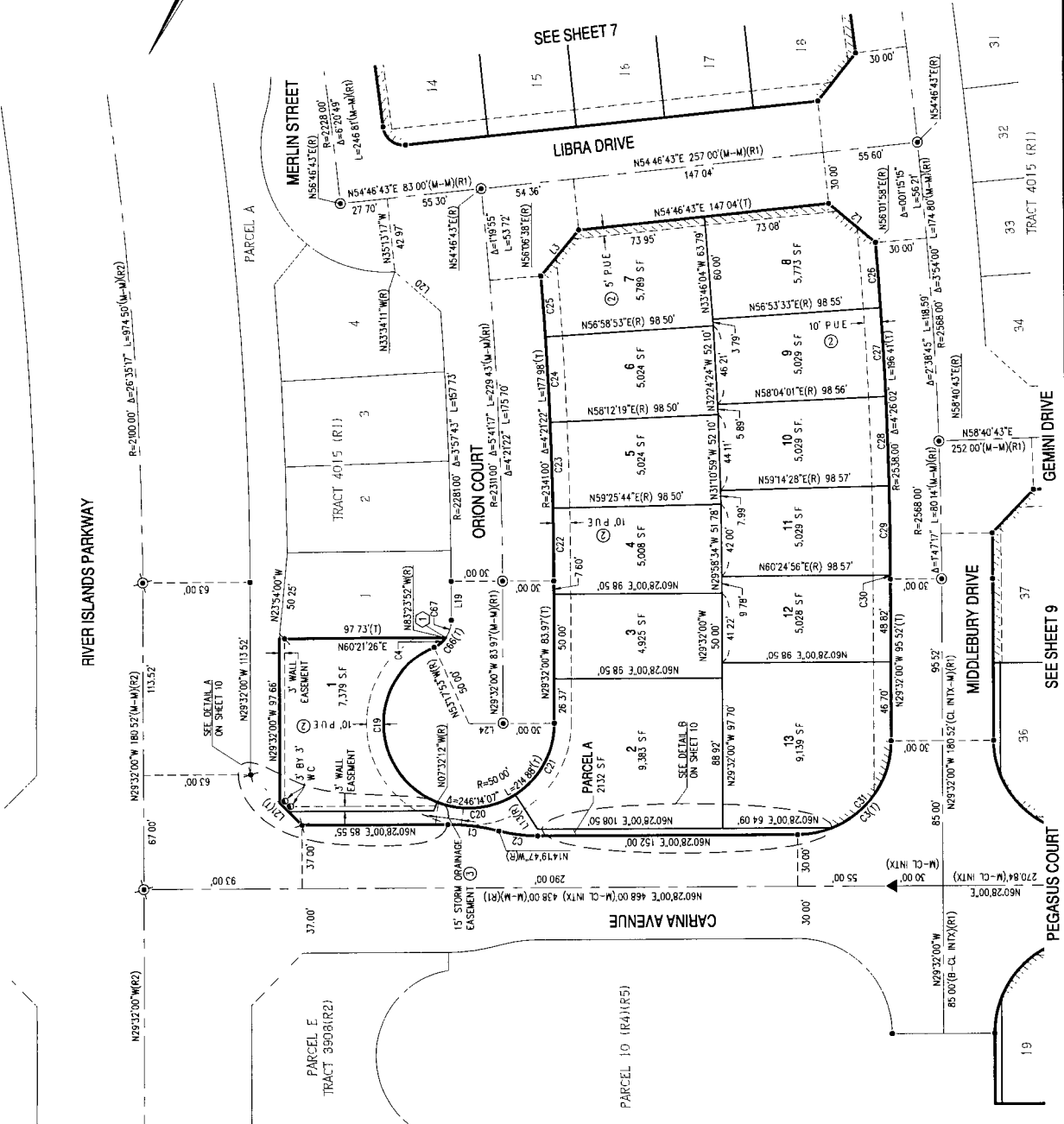


MONUMENT NOTES

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ MONUMENT PER (R1)
- ⊙ MONUMENT PER (R2)
- ⊙ MONUMENT PER (R3)
- ▲ 2-1/2" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R3)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1), UNLESS OTHERWISE NOTED
- ✕ 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R2) AND OTHERWISE NOTED
- ⊙ 3.00" WITNESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE, RADIAL LINE OR PERPENDICULAR TO STREET CENTERLINE AS NOTED 3/4" x 24" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- 3.00" WITNESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE, RADIAL LINE OR PERPENDICULAR TO STREET CENTERLINE AS NOTED 3/4" x 24" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1)
- ⊙ SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 1" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 1'00" ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS

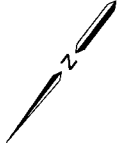
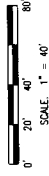
NOTES

- 1 SEE SHEET 2 FOR REFERENCE
- 2 SEE SHEET 3 FOR EXISTING EASEMENTS, BASIS OF BEARINGS, AND LEGEND
- 3 SEE SHEET 10 FOR LANE AND CURVE TABLES



TRACT 4016 RIVER ISLANDS - STAGE 2A VILLAGE W2

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 1, 2, 3, AND 4 OF TRACT 4015 (AS MAP 106),
CITY OF LATHROP, WASHINGTON COUNTY, CALIFORNIA
SEPTEMBER 2020

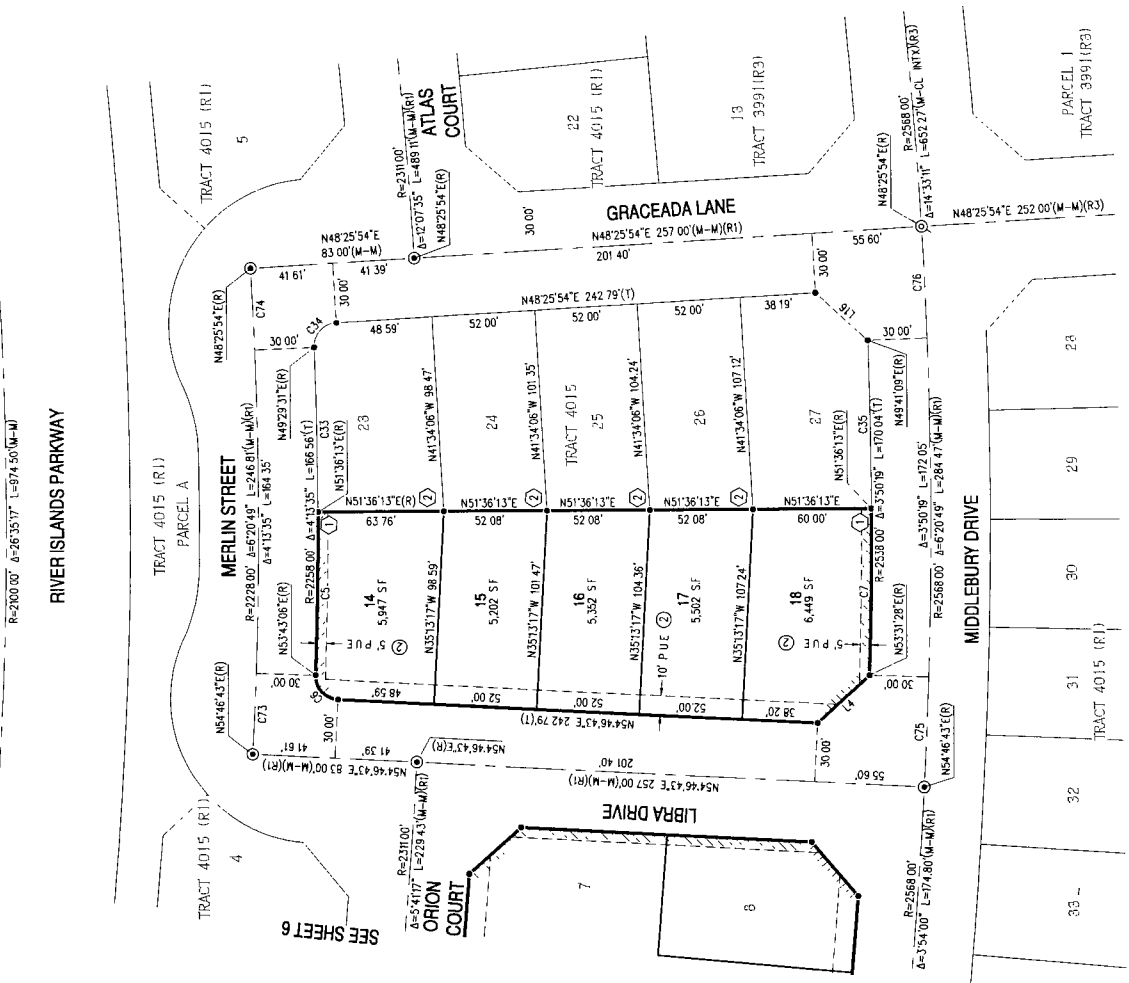


MONUMENT NOTES

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ MONUMENT PER (R1)
- ⊙ MONUMENT PER (R2)
- ⊙ MONUMENT PER (R3)
- ▲ 2-1/2" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R3)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1), UNLESS OTHERWISE NOTED
- ✕ 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R2) AND (R3), UNLESS OTHERWISE NOTED
- SET 3.00' WITNESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE, RADIAL LINE OR PERPENDICULAR TO STREET CENTERLINE AS NOTED 3/4" x 24" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- 3.00' WITNESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE, RADIAL LINE OR PERPENDICULAR TO STREET CENTERLINE AS NOTED 3/4" x 24" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1)
- T SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 1/4" BRASS STAMPED "PLS 7788" MARK 1.00' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS

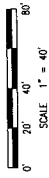
NOTES

- 1 SEE SHEET 2 FOR REFERENCE
- 2 SEE SHEET 3 FOR EXISTING EASEMENTS, BASIS OF BEARINGS, AND LEGEND
- 3 SEE SHEET 10 FOR LINE AND CURVE TABLES



TRACT 4016 RIVER ISLANDS - STAGE 2A VILLAGE W2

A PORTION OF RANCHO EL PESCADOR, BEING
A SUBDIVISION OF PARCELS 1, 2, 3, 4 AND 4 OF TRACT 4016 (S.L. MAP 108),
CITY OF LATHROP, COUNTY OF WASHINGTON, CALIFORNIA,
SEPTEMBER 2020



MONUMENT NOTES

- Ⓢ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- Ⓢ MONUMENT PER (R1)
- Ⓢ MONUMENT PER (R2)
- Ⓢ MONUMENT PER (R3)
- ▲ 2-1/2" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R3)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1), UNLESS OTHERWISE NOTED
- ✕ 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R2) AND (R3), UNLESS OTHERWISE NOTED
- SET 1.00" WIRELESS CORNER (W/C), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE, PARALLEL TO PERPENDICULAR TO STREET CENTERLINE AS NOTED 3/4" x 24" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- 3.00" WIRELESS CORNER (W/C), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE, PARALLEL TO PERPENDICULAR TO STREET CENTERLINE AS NOTED 3/4" x 24" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1)
- SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED) SET 1/2" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 1.00' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS

NOTES

1. SEE SHEET 2 FOR REFERENCE
2. SEE SHEET 3 FOR EXISTING EASEMENTS, BASIS OF BEARINGS, AND LEGEND
3. SEE SHEET 10 FOR LINE AND CURVE TABLES



TRACT 4016 RIVER ISLANDS - STAGE 2A VILLAGE W2

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 1, 2, 3, AND 4 OF TRACT 4015 (43 MAP 106),
SAN RAFAEL, CALIFORNIA
CITY OF LAHORE, SEPTEMBER 2020



NOTES

- SEE SHEET 2 FOR REFERENCE.
- SEE SHEET 3 FOR EXISTING EASEMENTS, BASIS OF BEARINGS, AND LEGEND

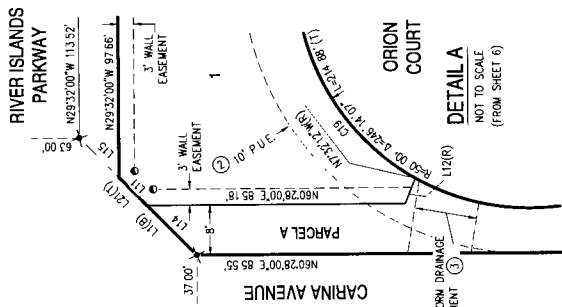
LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 6 THROUGH 10 ONLY

LINE	DIRECTION	LENGTH
L1	N74°32'00"W	18.36'
L2	N79°35'40"W	35.74'
L3	N10°26'41"E	34.84'
L4	N89°09'06"E	35.74'
L5	N56°49'58"E	16.67'
L6	N29°32'00"W	44.80'
L7	N9°07'34"E	35.02'
L8	N29°32'00"W	41.00'
L9	N14°16'45"E	34.98'
L10	N76°52'10"W	35.02'
L11	N74°32'00"W	7.07'
L12	N7°32'12"W	5.60'
L13	N62°07'52"W	24.25'
L14	N74°32'00"W	24.04'
L15	N74°32'00"W	24.04'
L16	N85°56'28"W	35.74'
L17	N1°58'47"E	35.02'
L18	N81°58'12"W	35.02'
L19	N29°32'00"W	22.65'
L20	N78°31'57"W	35.38'
L21	N74°32'00"W	42.43'
L22	N29°50'31"W	53.47'
L23	N29°50'31"W	8.67'
L24	N60°28'00"E	20.00'
L25	N36°25'19"W	6.00'
L26	N15°47'12"W	9.00'
L27	N31°19'17"W	20.00'

CURVE	RADIUS	DELTA	LENGTH
C1	113.00	15°12'13"	29.98'
C2	87.00	15°12'13"	23.09'
C3	55.00	90°00'00"	86.39'
C4	17.00	30°05'59"	8.93'
C5	2258.00	2°06'53"	83.34'
C6	12.00	88°56'23"	18.63'
C7	2538.00	1°55'15"	85.09'
C8	1085.00	5°07'02"	97.80'
C9	50.00	117°16'34"	102.37'
C10	17.00	37°43'01"	11.19'
C11	17.00	52°16'12"	15.51'
C12	50.00	106°24'45"	92.86'
C13	1085.00	3°04'05"	58.63'
C14	50.00	67°26'34"	58.85'
C15	50.00	71°28'24"	62.37'
C16	55.00	90°00'00"	86.39'
C17	55.00	90°00'00"	86.39'
C18	2598.00	0°35'12"	26.60'
C19	50.00	134°14'19"	117.15'
C20	50.00	54°35'40"	47.64'
C21	50.00	57°24'08"	50.09'
C22	2341.00	1°02'16"	42.40'
C23	2341.00	1°13'25"	50.00'
C24	2341.00	1°13'26"	50.00'
C25	2341.00	0°52'15"	35.58'
C26	2538.00	0°51'35"	38.08'
C27	2538.00	1°10'28"	52.02'
C28	2538.00	1°10'27"	52.02'
C29	2538.00	1°10'28"	52.02'
C30	2538.00	0°03'04"	2.27'

CURVE	RADIUS	DELTA	LENGTH
C31	55.00	68°00'49"	65.29'
C32	55.00	21°59'11"	21.11'
C33	2258.00	2°06'42"	83.22'
C34	12.00	88°56'23"	18.63'
C35	2538.00	1°55'04"	84.95'
C36	2650.00	1°31'36"	75.94'
C37	2850.00	1°25'39"	71.01'
C38	50.00	75°32'26"	68.26'
C39	50.00	41°23'08"	36.12'
C40	17.00	30°32'32"	9.16'
C41	17.00	21°23'20"	6.35'
C42	2850.00	1°25'33"	70.92'
C43	2650.00	1°28'57"	73.74'
C44	50.00	65°56'40"	57.55'
C45	50.00	92°45'19"	80.95'
C46	50.00	20°05'03"	17.53'
C47	17.00	66°14'06"	19.65'
C48	55.00	21°59'11"	21.11'
C49	55.00	68°00'49"	65.29'
C50	1030.00	2°27'24"	44.16'
C51	1030.00	2°46'54"	50.00'
C52	1030.00	2°46'54"	50.00'
C53	1030.00	2°46'54"	50.00'
C54	1030.00	0°52'33"	15.75'
C55	17.00	32°16'42"	9.58'
C56	50.00	77°44'05"	67.55'
C57	50.00	74°55'11"	65.38'
C58	50.00	44°23'21"	38.74'
C59	17.00	57°05'24"	16.94'
C60	970.00	17°14'47"	23.07'

CURVE	RADIUS	DELTA	LENGTH
C61	970.00	2°57'14"	50.01'
C62	970.00	372'48"	57.23'
C63	970.00	247'44"	47.33'
C64	55.00	68°00'49"	65.29'
C65	55.00	21°59'11"	21.11'
C66	17.00	86°14'07"	19.65'
C67	17.00	36°08'08"	10.72'
C68	87.00	23°15'22"	35.31'
C69	73.00	26°46'23"	34.11'
C70	73.00	45°38'51"	58.58'
C71	980.00	2°53'23"	49.43'
C72	2198.00	1°53'02"	73.55'
C73	2228.00	1°03'37"	41.23'
C74	2228.00	1°03'37"	41.23'
C75	2568.00	1°15'15"	56.21'
C76	2568.00	1°05'46"	53.95'
C77	2820.00	1°05'46"	53.95'
C78	2820.00	1°05'46"	53.95'
C79	2820.00	1°05'46"	53.95'
C80	1000.00	2°04'08"	36.11'
C81	2568.00	0°35'12"	26.28'



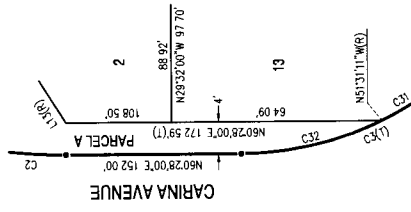
PARCEL 10
(R411R5)

MIDDLEBURY DRIVE

219 S.F. PARCEL B

19

DETAIL C
NOT TO SCALE
(FROM SHEET 9)



PARCEL A

MIDDLEBURY DRIVE

PARCEL C 238 S.F.

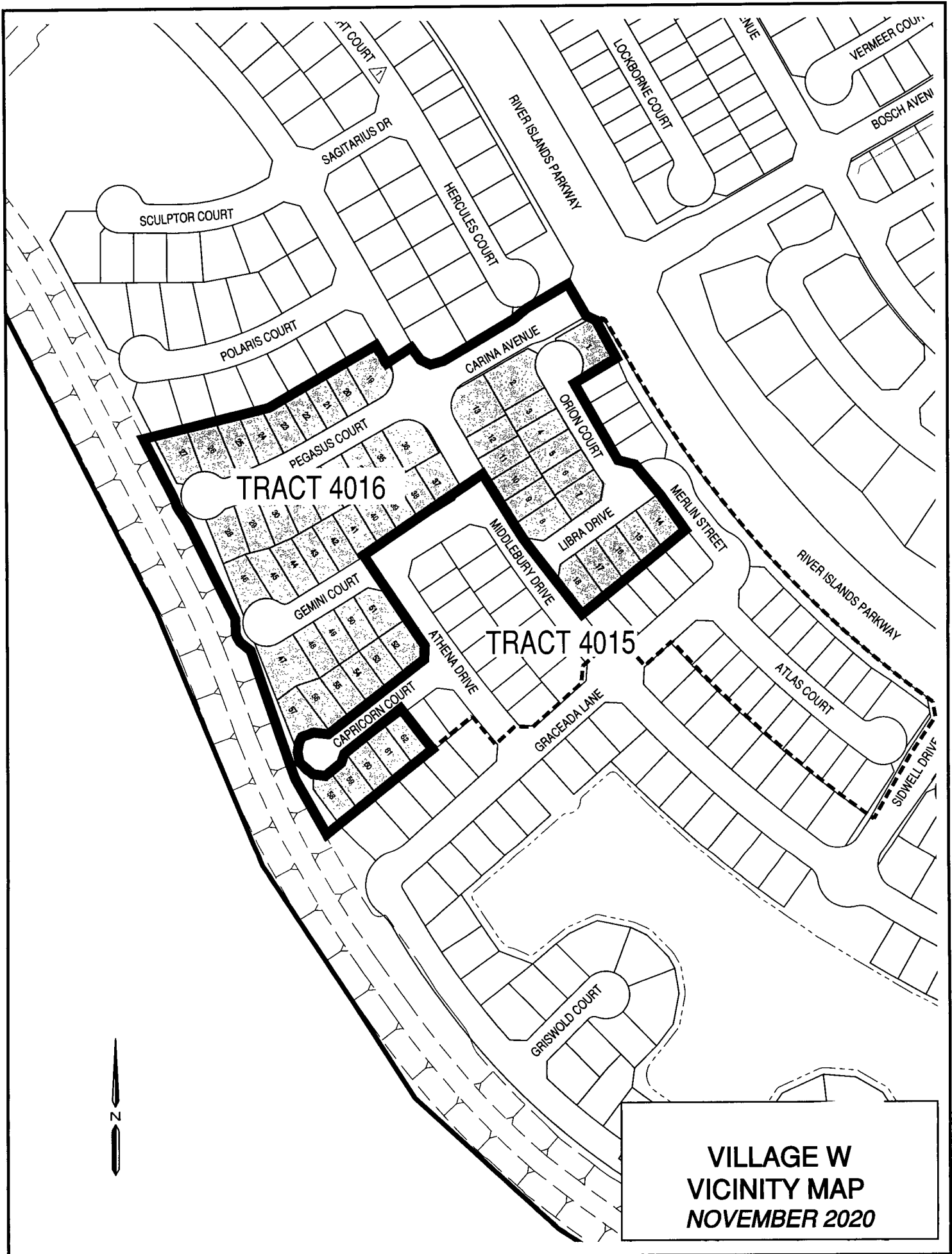
36

DETAIL D
NOT TO SCALE
(FROM SHEET 9)

DETAIL B
NOT TO SCALE
(FROM SHEET 6)

EXHIBIT B

TRACT 4016 AND VILLAGE W AREA



**VILLAGE W
VICINITY MAP
NOVEMBER 2020**

EXHIBIT C

CITY INSURANCE REQUIREMENTS

1. The Subdivider shall obtain commercial general liability insurance companies licensed to do business in the State of California with an A.M. Best Company rating Insurance rating of no less than A:VII which provides coverage for bodily injury, personal injury and property damage liability in the amount of at least \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.

Said insurance coverage shall be evidenced by a certificate of insurance with policy endorsements, executed by an authorized official of the insurer(s). All parties to the Subdivision Improvement Agreement must be named insured on the policy. The policy endorsements to be attached to the certificate must provide all the following:

a. Name the City of Lathrop, its officers, City Council, boards and commissions, and members thereof, its employees and agents as additional insured as respects to any liability arising out of the activities of the named insured. A CG 2010 or CG 2026 endorsement form or the equivalent is the appropriate form.

b. State that “the insurance coverage afforded by this policy shall be primary insurance as respects to the City of Lathrop, its officers, employees and agents. Any insurance or self-insurance maintained by the City of Lathrop, its officers, employees, or agents shall be in excess of the insurance afforded to the named insured by this policy and shall not contribute to any loss.

c. Include a statement that, “the insurer will provide to the City at least thirty (30) days prior notice of cancellation or material change in coverage.” The above language can be included on the additional insured endorsement form or on a separate endorsement form.

d. The policy must contain a cross liability or severability of interest clause.

e. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
City of Lathrop its officers, City Council, boards and commissions and members thereof, its employees and agents 390 Towne Centre Drive Lathrop, CA 95330	As Required By Written Contract, Fully Executed Prior To The Named Insured's Work
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- 1 Your acts or omissions; or
- 2 The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- 1 All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2 That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY – PLEASE READ IT CAREFULLY

USIC VEN 016 11 10 07

**Named Insured: River Islands Development, LLC
Policy Number: ATN-SF1811644P**

**PRIMARY AND NON-CONTRIBUTING INSURANCE
(Third Party's Sole Negligence)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

The following is added to Section IV – Commercial General Liability Conditions, Paragraph 4:

Section IV: Commercial General Liability Conditions

4. Other Insurance:

- d. Notwithstanding the provisions of sub-paragraphs a, b, and c of this paragraph 4, with respect to the Third Party shown below, it is understood and agreed that in the event of a claim or "suit" arising out of the Named Insured's sole negligence, this insurance shall be primary and any other insurance maintained by the additional insured named as the Third Party below shall be excess and non-contributory.

The Third Party to whom this endorsement applies is:

City of Lathrop, its officers, City Council,
boards and commissions and members thereof,
its employees and agents
390 Towne Centre Drive
Lathrop, CA 95330

Absence of a specifically named Third Party above means that the provisions of this endorsement apply "as required by written contractual agreement with any Third party for whom you are performing work."

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

USIC VEN 078 03 11 07

**Named Insured: River Islands Development, LLC
Policy Number: ATN-SF1811644P**

THIRD PARTY CANCELLATION NOTICE

This endorsement shall not serve to increase our limits of insurance, as described in **SECTION III - LIMITS OF INSURANCE.**

This endorsement modifies Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

If we cancel this policy for any reason other than nonpayment of premium, we will mail notification to the persons or organizations shown in the schedule below (according to the number of days listed below) once the Named Insured has been notified.

If we cancel this coverage for nonpayment of premium, we will mail a copy of such written notice of cancellation to the name and address below at least 10 days prior to the effective date of such cancellation.

Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE

<u>Name and Address of Other Person/Organization</u>	<u>Number of Days Notice</u>
City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents 390 Towne Centre Drive Lathrop, CA 95330	30 Days

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

EXHIBIT D
UNFINISHED IMPROVEMENT COST ESTIMATE

ENGINEER'S BOND ESTIMATE
COST TO COMPLETE
RIVER ISLANDS - STAGE 2A
VILLAGE W (106 LOTS)
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

August 21, 2019
 Job No.: 25502-97

Item	Description	Quantity	Unit	Unit Price	Amount
1	Survey Mounments (0% Completion)	1	LS	\$ 6,300.00	\$ 6,300.00
2	Signing and Striping (0% Completion)	1	LS	\$ 21,100.00	\$ 21,100.00
TOTAL COST TO COMPLETE					\$ 27,400.00

EXHIBIT E

VILLAGE W IMPROVEMENTS ENGINEER'S ESTIMATE



OPINION OF PROBABLE COST

River Islands (Stage 2A) - Village W

Lathrop, CA

90% Submittal

12/6/2018

ITEM DESCRIPTION	UNIT	QUANT.	UNIT COST	AMOUNT
A. Site Preparation				
1 Site Grading (Fine)	SF	13,741	\$0.50	\$6,870.50
SUB-TOTAL				\$6,870.50
B. Flatwork / Surfacing / Walls				
1 Cobbles/Boulders	SF	724	\$2.20	\$1,592.80
2 12" Concrete Mow Curb	LF	103	\$12.00	\$1,236.00
3 Wood Perimeter Fence	LF	360	\$32.00	\$11,520.00
4 Permaloc Edging	LF	35	\$10.00	\$350.00
5 Natural colored 6" Conc. Flatwork	SF	178	\$6.00	\$1,068.00
SUB-TOTAL				\$15,766.80
C. Planting				
1 1 Gallon Shrubs	EA	1,310	\$8.25	\$10,807.50
2 15 Gallon Trees	EA	45	\$120.00	\$5,400.00
3 Soil Prep	SF	12,839	\$0.30	\$3,851.70
4 Bark	SF	12,839	\$0.25	\$3,209.75
5 Root Barrier	LF	1,156	\$6.00	\$6,936.00
SUB-TOTAL				\$30,204.95
D. Irrigation Controls & Distribution				
1 18" o.c. In-line Drip Tubing Irrigation System	LF	9,666		
2 Flush cap & Valve Box	EA	28		
3 Operation Indicator	EA	28		
4 Tree RWS System	EA	90		
5 Sch 40 Ball Valve	EA	13		
6 QF Header (10-18/10-12)	LF	106		
7 3/4" Lateral Line	LF	2,203		
8 1" Lateral Line	LF	100		
9 1-1/4" Lateral Line	LF	120		
10 2-1/2" Main Line	LF	587		
11 2-1/2" Main Line	LF	587		
12 1" conduit for control wires	LF	575		
13 14-2 Maxi-Cable	LF	647		
14 1" Valves, Boxes & Decoders	EA	2		
15 1" Valves/Filter, Boxes & Decoders	EA	7		
16 1-12" Valves/Filter, Boxes & Decoders	EA	1		
17 3/4" Quick Couplers	EA	5		
Irrigation Sub-Total	SF	12,839	\$2.02	\$25,934.78
SUB-TOTAL				\$25,934.78
TOTAL				\$78,777.03
10% Contingency				\$7,877.70

Construction Total

\$86,654.73

Original Budget (2018-06-20)	
\$97,680	
Red=over budget / Green=under budget	
Parcel A113:	\$17,040.00
A112	\$19,840.00
Medians	\$26,800.00
Parkway Strip	\$34,000.00
\$11,025	

NOTES:

1. _____

Items not included as a part of this estimate:

A. Permits

B. Utility Fees

C. City fees, bond fees

D. Engineering/design fees

E. Soils engineering cost

F. Erosion control & siltation cost, SWPPP

G. Landscaping Fees

H. Joint trench

I. Easement acquisitions

J. Power Pole Relocation

2.

This is a preliminary estimate only and not to be used as a bidding quantity sheet

EXHIBIT F

**RIPFA LETTER OF GUARANTEE
INTERIM PUBLIC ACCESS WITHIN THE STAGE 2A DEVELOPMENT AREA**

RIVER ISLANDS PUBLIC FINANCING AUTHORITY

**73 W. STEWART ROAD
LATHROP, CALIFORNIA 95330**

TEL: (209) 879-7900

May 4, 2017

Glenn Gebhardt, City Engineer
City of Lathrop
390 Towne Centre Drive
Lathrop, California 95330

Subject: Letter of Guarantee - Construction of Interim Public Access within the River Islands at Lathrop Stage 2A Development Area

This Letter of Guarantee is being made in lieu of a performance bond for the construction of an interim public access (public right of way) within the Stage 2A development area of the River Islands development project. River Islands Development, LLC ("RID") has requested the permanent closure of Cohen Road from Stage 1 to Paradise Road and Paradise Road from Stewart Road to the Stage 2A levee (see Exhibit "A" attached to this Letter of Guarantee). This closure would allow the construction of the Stage 2B levee system. The closure will not allow public traffic to utilize Paradise Road to access the River Islands development area while the construction of the Stage 2B levee is occurring, but still allow emergency vehicles access to the area via all-weather access roads.

RID plans to construct River Islands Parkway from its current terminus in Stage 1, through the Stage 2A development area and into Stage 2B and reconstruct Paradise Road within Stage 2B to restore public access to the project from the Tracy/Banta area. Until these roads are constructed and dedicated to the City for public use, the City is requiring security to restore public access to Paradise Road should RID fail to perform. We are providing you this Letter of Guarantee for this purpose.

The engineer's estimate as provided by O'Dell Engineering for a 28-foot-wide paved roadway, equivalent to existing Cohen Road, in the general alignment of proposed River Islands Parkway from Stage 1 to Paradise Road through Stage 2B is \$453,000 (See Exhibit "B"). The total length of this "guarantee roadway" is 6,150 linear feet. As a result, the Authority hereby agrees to set-aside funds in the amount of \$543,600, which amount is equal to 120% of the engineer's estimate, in-lieu of a performance bond. The funds are currently held, and will be set aside, in the Improvement Fund established under the Fiscal Agent Agreement, dated as of December 1, 2015, between the Authority and Wilmington Trust, National Association, as fiscal agent. The Joint Community Facilities Agreement, dated as of November 16, 2015, between the Authority and the City allows for funds in the Improvement Fund to be used to pay costs of infrastructure improvements for the River Islands development, including roadways.

Under the terms of this Letter of Guarantee, the Authority shall hold the funds as stated herein in the Improvement Fund until August 1, 2020, or until such time that permanent roadways are

Glenn Gebhardt, City Engineer
City of Lathrop
May 4, 2017
Page 2 of 3

constructed and dedicated to the City to restore permanent public access to Paradise Road, whichever comes first. If the permanent roadways are not constructed, inspected and accepted by the City by August 1, 2020 and the deadline is not extended by the City in writing, no later than August 2, 2020, the Authority will cause one of the following to occur:

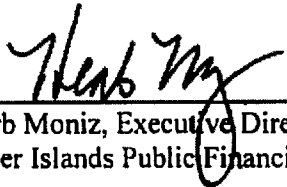
1. The Authority shall use the funds set aside in the Improvement Fund to construct a 28-foot-wide paved roadway in a new alignment, equivalent to the existing Cohen Road or, to reconstruct the existing 28-foot-wide paved Cohen and Paradise roadways in the original alignment at the City's direction. The Authority shall utilize a suitable contractor and bid the work under applicable law. The Authority and the City shall mutually agree to a timeline to which the roadways necessary to restore access are constructed, inspected and operational, not to exceed December 31, 2020-.
2. The Authority shall withdraw the funds from the set aside monies in the Improvement Fund and provide said monies to the City, to be held in a segregated account maintained by the City, to be used solely for construction or reconstruction of the applicable roadways. In such event, the City will use reasonable diligence to complete the construction of the roadways. Once permanent access has been constructed to the satisfaction of the City Engineer, and all costs related thereto have been paid, the City shall return any of the unspent funds and any investment earnings thereon to the Authority for redeposit to the Improvement Fund. Until the completion of the roadways and return of any excess funds to the Authority, the City will maintain records as to the reinvestment of the funds provided to it, and will provide the Authority with its records as to any such investment earnings upon written request of the Authority. Additionally, in the event that the City advises the Authority in writing that the funds provided to the City are not sufficient to pay all of the costs associated with the roadways necessary to restore public access, and advises the Authority as to the amount of the shortfall, the Authority will advance funds to the City from the Improvement Fund in the amount of the shortfall. In such event, and upon the written request of the Authority, the City will provide to the Authority a detailed breakdown of the costs of the construction of the remaining roadway work necessary to restore public access.
3. Since the construction of roadways within Stages 2A and 2B are phased and will continue to be constructed by RID, RD 2062 or the Authority over time, the Authority may request a reduction in the amount of funds necessary to be held from the Improvement Fund as segments of permanent public roadways are constructed and dedicated to the City. For instance, segments of River Islands Parkway through Stage 2A should be completed in late 2017/early 2018 and dedication of this segment would reduce the amount of security described herein. As a result, a reduction of \$88.40 per LF (\$543,600/6,150 LF) shall be granted for each linear foot permanently constructed and dedicated to the City.

The Authority shall retain the discretion to choose between the two options outlined above as the applicable security and to request reduction of the security as described in section 3 above. As confirmation of the acceptance of the terms and conditions of this Letter of Guarantee by the

Glenn Gebhardt, City Engineer
City of Lathrop
May 4, 2017
Page 3 of 3

City, please sign and date this letter as shown on the next page. Should you have any questions regarding this Letter of Guarantee, please contact me at (209) 879-7900.

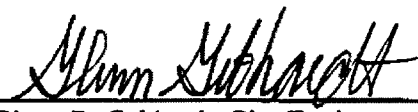
Sincerely,

By: 
Herb Moniz, Executive Director
River Islands Public Financing Authority

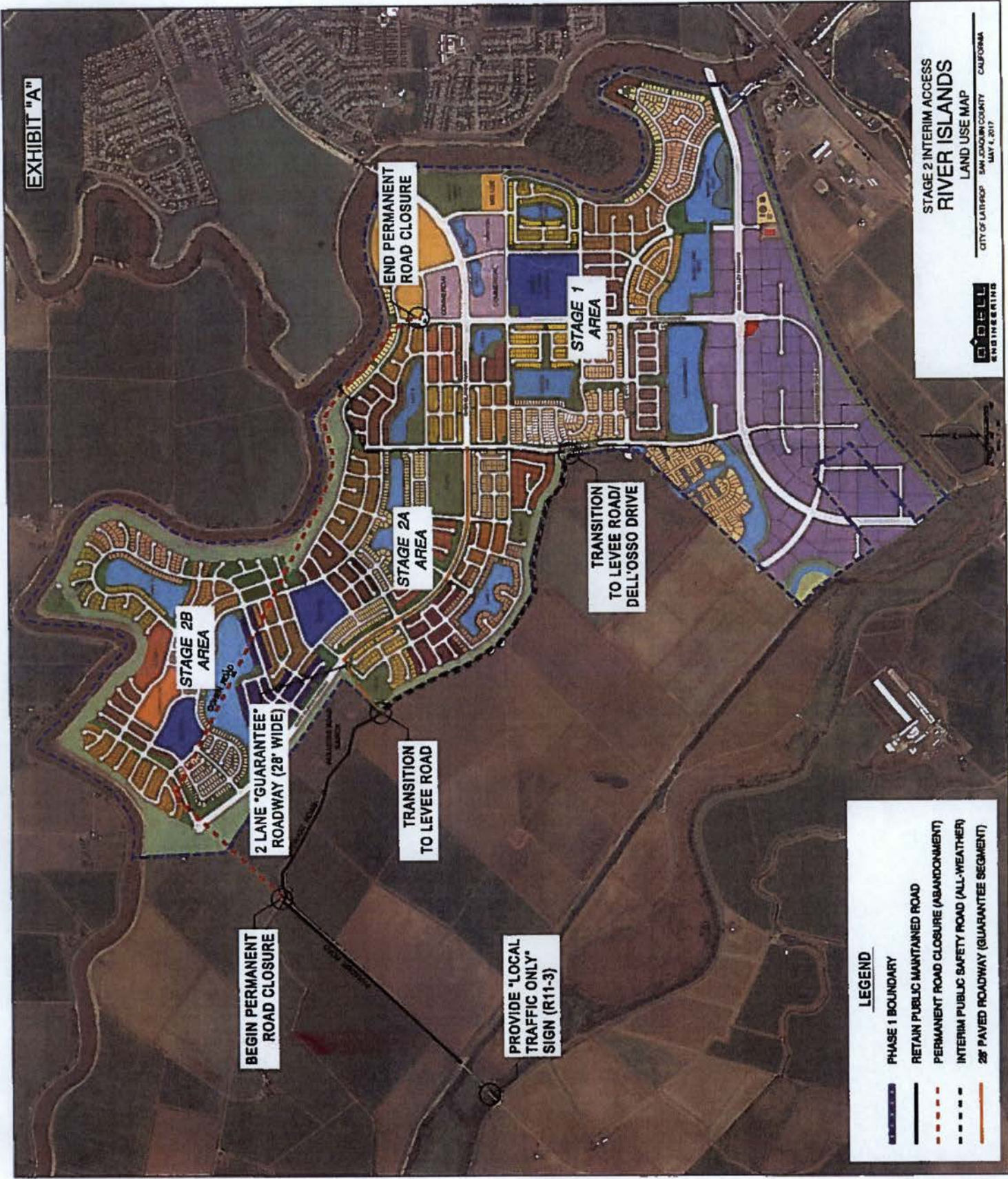
Enclosures: Exhibit "A": Location of Applicable Roadways – Cohen/Paradise
Exhibit "B": O'Dell Engineering – Engineer's Estimates

cc: Susan Dell'Osso, River Islands Development, LLC
John Zhang, O'Dell Engineering, Inc.

I Accept on Behalf of the City of Lathrop the Terms and Conditions of the foregoing Letter of Guarantee.

By: 
Glenn R. Gebhardt, City Engineer

May 15, 2017
Date



LEGEND

	PHASE 1 BOUNDARY
	RETAIN PUBLIC MAINTAINED ROAD
	PERMANENT ROAD CLOSURE (ABANDONMENT)
	INTERIM PUBLIC SAFETY ROAD (ALL-WEATHER)
	28" PAVED ROADWAY (GUARANTEE SEGMENT)

STAGE 2 INTERIM ACCESS
RIVER ISLANDS
LAND USE MAP
CITY OF LAIRDFOP SAN JOAQUIN COUNTY CALIFORNIA
MAY 4, 2017
 ELL ENGINEERING

EXHIBIT "B"



ENGINEERING

ENGINEER'S OPINION OF PROBABLE COST
 INTERIM ROAD CONNECTION - STAGE 2A
 GUARANTEE
 RIVER ISLANDS - PHASE 1
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

May 4, 2017

Item	Description	Quantity	Unit	Unit Price	Amount
<u>SITE PREPARATION</u>					
1	Mobilization ¹	1	LS	\$ 25,000.00	\$ 22,750.00
2	Erosion Control	1	LS	\$ 2,500.00	\$ 2,500.00
Subtotal Site Preparation					\$ 25,250.00
<u>GRADING</u>					
3	Earthwork ²	1,600	CY	\$ 5.00	\$ 8,000.00
Subtotal Grading					\$ 8,000.00
<u>MISCELLANEOUS</u>					
4	3" AC (6150 LF)	172,200	SF	\$ 1.50	\$ 258,300.00
5	6" AB (6150 LF)	172,200	SF	\$ 0.90	\$ 154,980.00
6	Conform to Existing	2	LS	\$ 3,000.00	\$ 6,000.00
Subtotal Miscellaneous					\$ 419,280.00
SUBTOTAL CONSTRUCTION COST					\$ 452,530.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 453,000.00

Notes:

- 1) Mobilization assumed to be 5% of total cost.
- 2) Earthwork quantity includes 35% shrinkage.

EXHIBIT G

**RIPFA LETTER OF GUARANTEE
RIVER ISLANDS PARKWAY WITHIN THE STAGE 2A DEVELOPMENT AREA**

RIVER ISLANDS PUBLIC FINANCING AUTHORITY

73 W. STEWART ROAD

LATHROP, CALIFORNIA 95330

TEL: (209) 879-7900

June 26, 2018

Glenn Gebhardt, City Engineer
City of Lathrop
390 Towne Centre Drive
Lathrop, California 95330

Subject: Letter of Guarantee - Construction of River Islands Parkway from Dell'Osso Drive to the Stage 2B Boundary (Lakeside East District) – Tract 3908

This Letter of Guarantee is being made in lieu of a performance bond for the construction of unfinished portions of River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary within the Stage 2A development area of the River Islands development project (also known as the Lakeside East District). River Islands Public Financing Authority (Authority) is providing the funding for public improvements in the Stage 2A development area, including improvements to River Islands Parkway (Improvements). It is our understanding that a guarantee for construction of the River Islands Parkway Improvements through Stage 2A is required as a condition precedent to City Council approval of the Tract 3908 large lot subdivision map proposed by River Islands Development, LLC. Since the Authority is already setting aside funds for the full construction of River Islands Parkway, we are providing you this Letter of Guarantee as the required subdivision guarantee necessary for the Tract 3908 large lot final map.

The engineer's estimates as provided by O'Dell Engineering for the full cost of the of River Islands Parkway Improvements from Dell'Osso Drive to the Stage 2B boundary is \$5,264,000, and for the unfinished portions (as of June 15, 2018) of River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary is \$338,004 (attached as Exhibit "A"). The Authority hereby agrees to set-aside funds in the amount of \$450,000, which amount is equal to 180% of this engineer's estimate of the unfinished improvements, in-lieu of a 100% performance bond and 50% labor and materials bond. The funds are currently held, and will be set aside, in the Improvement Fund established under the Fiscal Agent Agreement, dated as of December 1, 2015, between the Authority and Wilmington Trust, National Association, as fiscal agent. The Joint Community Facilities Agreement, dated as of November 16, 2015, between the Authority and the City allows for funds in the Improvement Fund to be used to pay costs of infrastructure improvements for the River Islands development, including River Islands Parkway. Also attached to this Letter of Guarantee is an exhibit showing the portion of River Islands Parkway being guaranteed by this letter for your reference (Exhibit "B").

Under the terms of this Letter of Guarantee, the Authority shall hold the funds as stated herein in the Improvement Fund until July 8, 2019, or until such time River Islands Parkway through Stage 2A is fully constructed, inspected and accepted into service by the City, whichever comes first. If this portion of River Islands Parkway is not constructed, inspected and accepted into service by the City by July 8, 2019 and the deadline is not extended by the City in writing, no later than September 30, 2019, the Authority will cause one of the following to occur:

1. The Authority shall use the funds set aside in the Improvement Fund to construct the River Islands Parkway Improvements. The Authority shall utilize a suitable contractor and bid the work under applicable law. The Authority and the City shall mutually agree to a timeline to which the roadway will be constructed, inspected and operational, no later than one year from the deadline noted above.
2. The Authority shall withdraw the funds from the set aside monies in the Improvement Fund and provide said monies to the City, to be held in a segregated account maintained by the City, to be used solely for construction or reconstruction of the applicable portion of River Islands Parkway. In such event, the City will use reasonable diligence to complete the construction of the River Islands Parkway. Until the completion of the River Islands Parkway and return of any excess funds to the Authority, the City will maintain records as to the reinvestment of the funds provided to it and will provide the Authority with its records as to any such investment earnings upon written request of the Authority. Additionally, in the event that the City advises the Authority in writing that the funds provided to the City are not sufficient to pay all of the costs of the construction of the River Islands Parkway and advises the Authority as to the amount of the shortfall, the Authority will advance funds to the City from the Improvement Fund in the amount of the shortfall. In such event, and upon the written request of the Authority, the City will provide to the Authority a detailed breakdown of the costs of the construction of the unfinished portions of River Islands Parkway through Stage 2A.

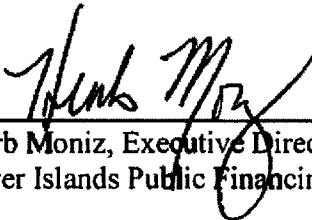
The Authority shall retain the discretion to choose between the two options outlined above. However, if any River Islands Parkway improvements remain incomplete on September 30, 2020, the Authority shall immediately resort to Option 2, and shall provide set aside moneys in the Improvement Fund as requested by the City to allow the City to complete the uncompleted improvements.

In addition, the commitment for the Authority to set aside these funds shall continue until the Improvements are constructed and accepted by the City Council, and the developer provides a one year maintenance bond in the amount of \$526,400 (10% of the full cost of the Improvements), or until the Authority provides an acceptable replacement letter of guarantee in that same amount of \$526,400 to guarantee the quality and condition of the full Improvements for one year from the date of acceptance by the City Council.

Glenn Gebhardt, City Engineer
City of Lathrop – Letter of Guarantee for Tract 3908
June 15, 2018
Page 3 of 3

As confirmation of the acceptance of the terms and conditions of this Letter of Guarantee by the City, please sign and date this letter as shown on the next page. Should you have any questions regarding this Letter of Guarantee, please contact me at (209) 879-7900.


Sincerely,

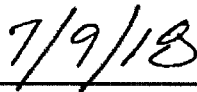
By: 
Herb Moniz, Executive Director
River Islands Public Financing Authority

Enclosures: Exhibit "A": Engineer's Estimate of full improvements from O'Dell Engineering
and Engineer's Estimate of unfinished improvements from O'Dell
Engineering
Exhibit "B": Location of guarantee on River Islands Parkway

cc: Susan Dell'Osso, River Islands Development, LLC

I Accept on Behalf of the City of Lathrop the Terms and Conditions
of the foregoing Letter of Guarantee.

By: 
Glenn R. Gebhardt, City Engineer


Date

ENGINEER'S OPINION OF PROBABLE COST
RIVER ISLANDS - STAGE 2A
RIVER ISLANDS PARKWAY
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

March 6, 2018
Job No.: 25503-01

Item	Description	Quantity	Unit	Unit Price	Amount
<u>STREET WORK</u>					
1	Fine Grading	621,700	SF	\$ 0.45	\$ 279,765.00
2	7" AC Paving	316,800	SF	\$ 3.50	\$ 1,108,800.00
3	11" Aggregate Base	316,800	SF	\$ 1.65	\$ 522,720.00
4	12" Lime Treatment	316,800	SF	\$ 1.10	\$ 348,480.00
5	Vertical Curb and Gutter <i>(with AB cushion)</i>	9,600	LF	\$ 15.00	\$ 144,000.00
6	Type F Median Curb <i>(with AB cushion)</i>	9,100	LF	\$ 18.00	\$ 163,800.00
7	Roundabout Concrete	2,400	SF	\$ 5.00	\$ 12,000.00
8	Concrete Sidewalk	77,400	SF	\$ 5.00	\$ 387,000.00
9	Handicap Ramps	20	EA	\$ 2,500.00	\$ 50,000.00
10	Survey Monuments	7	EA	\$ 300.00	\$ 2,100.00
11	Barricades	1	EA	\$ 1,500.00	\$ 1,500.00
12	Traffic Signing & Striping	4,710	LF	\$ 5.00	\$ 23,550.00
13	Dewatering <i>(Budget)</i>	4,710	LF	\$ 75.00	\$ 353,250.00
Subtotal Street Work					\$ 3,396,965.00
<u>STORM DRAIN</u>					
14	Catch Basins <i>(type A inlet)</i>	24	EA	\$ 2,400.00	\$ 57,600.00
15	15" Storm Drain Pipe	1,110	LF	\$ 34.00	\$ 37,740.00
16	18" Storm Drain Pipe	220	LF	\$ 46.00	\$ 10,120.00
17	24" Storm Drain Pipe	780	LF	\$ 65.00	\$ 50,700.00
18	Storm Drain Stub & Plug	9	EA	\$ 1,000.00	\$ 9,000.00
Subtotal Storm Drain					\$ 165,160.00
<u>SANITARY SEWER</u>					
19	24" Sanitary Sewer Pipe	50	LF	\$ 150.00	\$ 7,500.00
20	Manholes	24	LF	\$ 4,000.00	\$ 96,000.00
21	Connect to Existing Sanitary Sewer	2	EA	\$ 3,000.00	\$ 6,000.00
Subtotal Sanitary Sewer					\$ 109,500.00
<u>WATER SUPPLY</u>					
22	8" Water Line <i>(including all appurtenances)</i>	740	LF	\$ 32.00	\$ 23,680.00
23	10" Water Line <i>(including all appurtenances)</i>	280	LF	\$ 40.00	\$ 11,200.00
24	20" Water Line <i>(including all appurtenances)</i>	4,630	LF	\$ 100.00	\$ 463,000.00
25	Fire Hydrants	16	EA	\$ 4,000.00	\$ 64,000.00
26	Water Service	6	EA	\$ 2,000.00	\$ 12,000.00
27	Water Plug & Stub	9	EA	\$ 1,000.00	\$ 9,000.00
28	Connect to Existing Water	1	EA	\$ 4,000.00	\$ 4,000.00
Subtotal Water Supply					\$ 586,880.00

Item	Description	Quantity	Unit	Unit Price	Amount
<u>RECYCLED WATER</u>					
29	8" Recycled Water Flushing Line <i>(including all appurtenances)</i>	80	LF	\$ 45.00	\$ 3,600.00
30	12" Recycled Water Drain Line <i>(including all appurtenances)</i>	150	LF	\$ 55.00	\$ 8,250.00
31	16" Recycled Water Line <i>(including all appurtenances)</i>	4,650	LF	\$ 65.00	\$ 302,250.00
32	Recycled Water Plug & Stub	4	EA	\$ 1,000.00	\$ 4,000.00
33	Connect to Existing Recycled Water	1	EA	\$ 5,000.00	\$ 5,000.00
Subtotal Recycled Water					\$ 323,100.00
<u>NON-POTABLE WATER</u>					
34	8" Non-Potable Water Line <i>(including all appurtenances)</i>	650	LF	\$ 35.00	\$ 22,750.00
35	16" Non-Potable Water Line <i>(including all appurtenances)</i>	4,660	LF	\$ 80.00	\$ 372,800.00
36	Non-Potable Water Service	6	LF	\$ 2,000.00	\$ 12,000.00
37	Non-Potable Water Plug & Stub	7	EA	\$ 1,000.00	\$ 7,000.00
38	Connect to Existing Non-Potable Water	1	EA	\$ 3,000.00	\$ 3,000.00
Subtotal Irrigation Water					\$ 417,550.00
<u>LAKE FILL LINE</u>					
39	16" Lake Fill Line <i>(including all appurtenances)</i>	4,820	LF	\$ 50.00	\$ 241,000.00
40	3" Aeration Line <i>(including all appurtenances)</i>	4,820	LF	\$ 4.00	\$ 19,280.00
41	Lake Fill Stub & Plug	3	EA	\$ 1,000.00	\$ 3,000.00
42	Connect to Existing Lake Fill Line	1	EA	\$ 1,000.00	\$ 1,000.00
Subtotal Lake Fill Line					\$ 264,280.00
SUBTOTAL CONSTRUCTION COST					\$ 5,263,435.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 5,264,000.00

Notes:

- 1) This estimate does not include surveying, engineering, clearing, grading, erosion control, joint trench, landscaping, irrigation, or street trees.
- 2) Unit prices are based on estimated current construction costs and no provision for inflation is included.

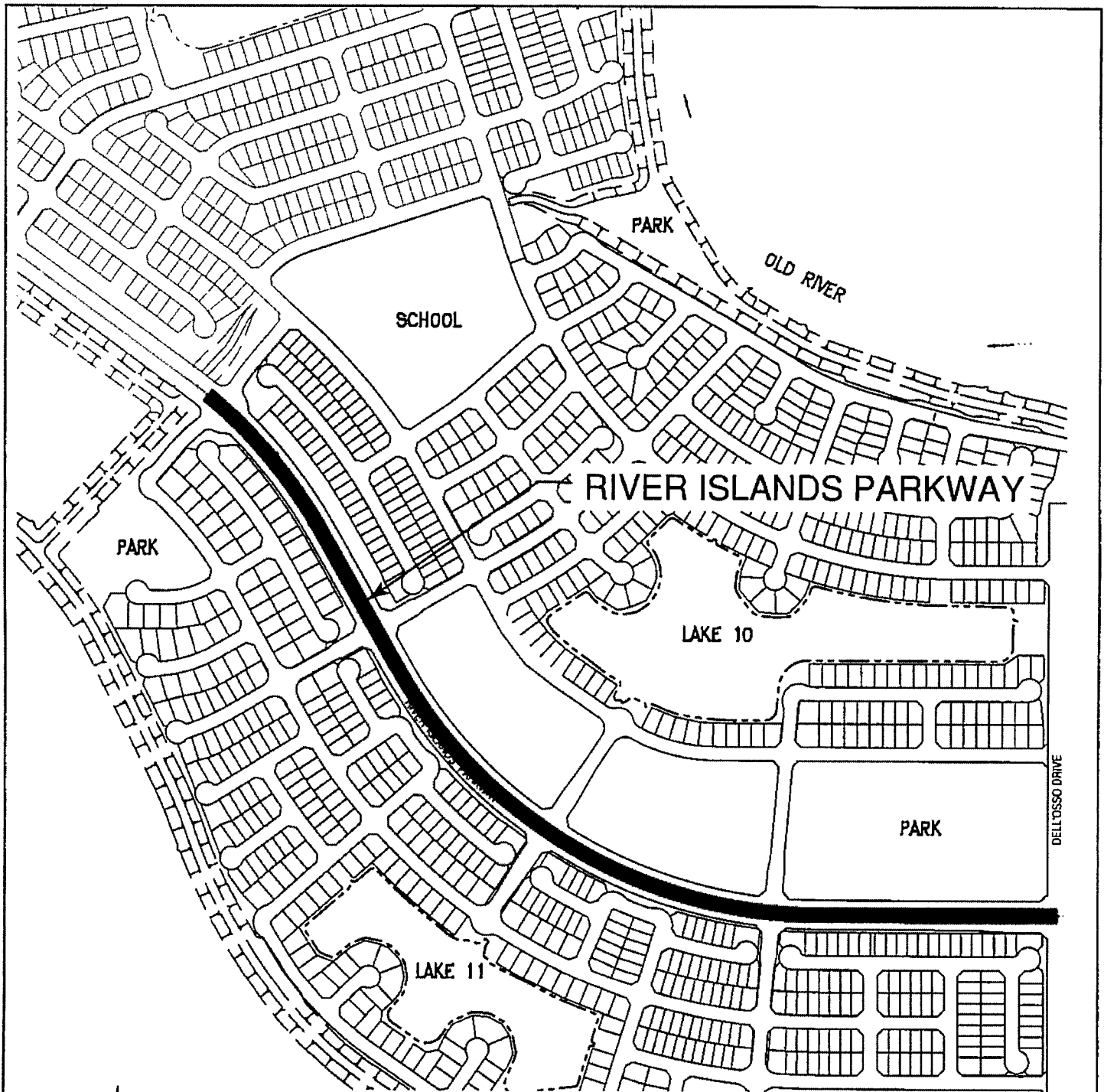
ENGINEER'S BOND ESTIMATE
 COST TO COMPLETE
 RIVER ISLANDS - STAGE 2A
 RIVER ISLANDS PARKWAY
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

June 13, 2018
 Job No : 25503-01

Item	Description	Quantity	Unit	Unit Price	Amount
1	Sanitary Sewer & Water Raising Iron (95% Completion)	1	LS	\$ 54,400.00	\$ 54,400.00
2	Final AC Lift (90% Completion)	1	LS	\$ 246,604.00	\$ 246,604.00
3	Final Signing, Striping & Monument (0% Completion)	1	LS	\$ 37,000.00	\$ 37,000.00
TOTAL COST TO COMPLETE					\$ 338,004.00

Notes

- 1) Estimate for cost to complete based on contractor's cost to complete summary sheet and backup documents for Stage 2A River Islands Parkway (Dell'Osso Drive to Stage 2A/2B Levee) dated June 12, 2018.



**EXHIBIT B
RIVER ISLANDS PARKWAY
STAGE 2A
JULY 2018**

EXHIBIT H

COMMON USE AGREEMENT FOR PORTION OF GEMINI AND PEGASUS COURTS

RECORDING REQUESTED BY, AND

WHEN RECORDED MAIL TO:

CITY OF LATHROP
ATTN: CITY CLERK
390 TOWNE CENTRE DRIVE
LATHROP, CA 95330

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**COMMON USE AGREEMENT
FOR THE STAGE 2A PORTION OF PEGASUS AND GEMINI COURTS
BY AND BETWEEN THE**

**CITY OF LATHROP
AND
ISLAND RECLAMATION DISTRICT NO. 2062**

This COMMON USE AGREEMENT FOR THE STAGE 2A PORTION OF PEGASUS AND GEMINI COURTS, associated with Phase 1 of River Islands at Lathrop, entered into on this **9th day of November, 2020** ("Agreement") and is made and entered into by **ISLAND RECLAMATION DISTRICT NO. 2062**, a reclamation district organized under the laws of the State of California (the "District"), and the **CITY OF LATHROP**, a municipal corporation in the State of California (the "City"), together, "the Parties".

RECITALS

- A. This Agreement relates to certain real properties to be dedicated to City for public right of way purposes known as Gemini and Pegasus Courts; local streets within the River Islands at Lathrop Master Planned Community, ("River Islands Site"), being developed by River Islands Development, LLC, ("River Islands").
- B. On May 31, 2018, the District recorded easements across properties owned by Califia, LLC and River Islands for the right to control and maintain the levees constructed by District for flood protection purposes to protect development of both the Stage 2A and Stage 2B sub-planning areas of the River Islands Site ("Levee Easements").
- C. River Islands has proposed Tract 4016, a final map that will create a single family subdivision within the Stage 2A sub-planning of the River Islands Site, specifically located within Village W. Tract 4016 contains a portion of Gemini and Pegasus Courts, local streets that extend into a portion of the existing Levee Easements ("Village W Portion of Gemini and Pegasus Courts"), as depicted in Exhibit "A" to this Agreement.
- D. Since the Levee Easements have been recorded to provide appropriate legal access and authority to District for its flood protection works ("District Works") in accordance with the State Water Code and applicable FEMA regulations, and these levees are designed to provide 200-year Urban Level of Flood Protection (ULOP) in accordance with approved State Department of Water Resources Standards prior to the approval of Tract 4016 and the dedication of right of way for the

Village W Portion of Gemini and Pegasus Courts, the Parties acknowledge and agree that it is necessary for the Parties to enter into an agreement to outline the duties and responsibilities of each Party, for the betterment of the public and to avoid conflicts in each Party's individual obligations under applicable law to those portions of Gemini and Pegasus Courts right of way located within portions of the Levee Easement. ("Common Use Area").

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, City and District do hereby agree as follows:

1. City hereby agrees to the construction, reconstruction, maintenance or use by District of the District Works located within the Common Use Area which is more particularly described on Exhibit "A" to this Agreement, incorporated herein by this reference.
2. District hereby agrees to the construction, reconstruction, maintenance or use by City of the Village W Portion of Gemini and Pegasus Courts within the Common Use Area which is more particularly described on Exhibit "A" to this Agreement, incorporated herein by this reference.
3. District and City acknowledge the priority of title of each other wherever applicable to the Common Use Area.
4. District has reviewed the Village W improvement plans for surface improvements, underground pipelines, street lighting, landscaping and joint trench construction prepared by O'Dell Engineering and Power Systems Design and has no objections to the design and proposed construction of the facilities on these improvement plans that are located within the Common Use Area.
5. In the event that the future use of the Village W Portion of Gemini and Pegasus Courts shall at any time necessitate rearrangement, relocation or reconstruction of any of the District's works within the Common Use Area, City shall notify District in writing of such necessity pursuant to applicable sections of the Water Code and City agrees to pay the cost of such rearrangement, relocation or reconstruction of District's works following approval of all plans and specifications of said rearrangement, relocation, or reconstruction by the District, which approval shall not be unreasonably withheld.
6. In the event that the future use of the District Works shall at any time necessitate rearrangement, relocation or reconstruction of any of the Village W Portion of Gemini and Pegasus Courts within the Common Use Area, District shall notify City in writing of such necessity and District agrees to pay the cost of such rearrangement, relocation or reconstruction of Village W Portion of Gemini and Pegasus Courts following approval of all plans and specifications of said rearrangement, relocation, or reconstruction by the City, which approval shall not be unreasonably withheld.
7. City shall pay the cost to maintain, repair or replace City's facilities located in the Common Use Area at its sole expense, and for construction, rearrangement, modification, alteration or relocation not requested or undertaken by District, except for damage resulting from maintenance, repair or replacement by District.

8. District or its assignees shall pay the cost to maintain, repair and replace District's facilities located in the Common Use Area at its sole expense, and for construction, rearrangement, modification, alteration or relocation not requested or undertaken by City, excepting damage resulting from maintenance, repair or replacement by City.

9. District, when working within the Common Use Area shall comply with the following provisions:

(a) Except in times of emergency, including during a high water or flooding event, District shall provide reasonable notice to City before performing any work in the Common Use Area where such work will be performed in or on the traveled way or improved shoulders, sidewalk or landscaping of the roadway or will otherwise obstruct vehicular and/or pedestrian traffic.

(b) In all cases, District shall make adequate provisions for the protection of the travelling public and provide such barricades and safety devices as are required by City standards, and in cases of non-emergency, provide a Traffic Control Plan as required by City standards and specifications.

(c) All work shall be planned and carried out so there will be minimum inconvenience to the traveling public.

(d) All work shall be replacement in kind, conform to the existing facilities as to width and depth of surfacing thereof, meet all applicable City standards and specifications as determined by the City Engineer and shall be subject to inspection by City.

10. District and City shall use said Common Use Area in such manner as to not unreasonably interfere with the rights of either Party.

11. District shall not be responsible for any damage occurring to the City facilities in the Common Use Area that are not as a direct result of the District's maintenance, construction or reconstruction activities, or from its flood control facilities located on or near the Common Use Area. All costs for repairing such damage to City's facilities shall be borne by City.

12. City shall not be responsible for any damage occurring to District facilities in the Common Use Area that are not as a direct result of the City's maintenance, construction or reconstruction activities of its right of way or improvements on or near the Common Use Area. All costs for repairing such damage to District's facilities shall be borne by District.

13. District shall be responsible for the vegetation and weed control activities of its levee slopes and adjacent areas that may transverse the Common Use Area. City shall be responsible for any landscaping and irrigation improvements within its right of way, including within the Common Use Area. The City or its assignees shall become responsibility for weed control within portions of the Common Use Area that are landscaped by the City.

14. To the extent that the City's rights to its rights of way for Gemini and Pegasus Courts under the applicable laws of the State of California do not hinder or conflict with the rights of the District under applicable laws of the State of California, such rights of the District shall remain and be in full force and effect. Should any conflict with the rights of the City by rights of the District be identified, the District hereby subrogates its rights to the City, subject to review and approval of the District's legal counsel.

15. This Agreement shall not have a prescribed term. Termination of Agreement shall only occur if the Common Use Area ceases to be in existence and the need for this Agreement and its rights and obligations contained herein cease to be necessary. Either Party may provide written notice of such termination, subject to review and verification of the other Party.

16. Notices. Any and all notices required to be given hereunder will be deemed to have been delivered upon deposit in the United States mail, postage prepaid, addressed to either of the parties at the address hereinafter specified or as later amended by either party in writing:

City of Lathrop
Attention: City Clerk
390 Towne Centre
Lathrop, CA 95330

Reclamation District No. 2062
73 West Stewart Road
Lathrop, CA 95330
Attention: President

17. This Agreement, and all terms, covenants, and conditions hereof, will apply to and bind the successors and assigns of the respective parties hereto. Neither Party will assign nor sublet this Agreement without the prior written consent of the other Party.

18. This Agreement is governed by California law.

19. This Agreement may not be modified or amended except in writing signed by both parties.

20. Each party must, in all activities undertaken pursuant to this Agreement, comply and cause its contractors, agents and employees to comply with all Federal, State and local laws, statutes, orders, ordinances, rules, and regulations.

21. It is expressly understood that this Agreement does not in any way whatsoever grant or convey any permanent easement, fee or other interest in a party's real property to the other Party.

22. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the Parties and supersedes all prior written or oral understandings.

IN WITNESS WHEREOF, the City and District have signed this Agreement effective as of the Effective Date.

CITY OF LATHROP
A California municipal corporation

ISLAND RECLAMATION DISTRICT
NO. 2062 a California reclamation
district

By: _____
Stephen J. Salvatore, City Manager

By: _____
Susan Dell'Osso, President

ATTEST:

By: _____
Teresa Vargas, City Clerk

(Municipal Seal)

APPROVED AS TO FORM:

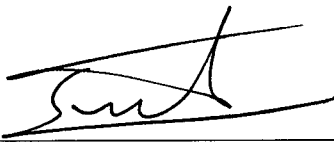
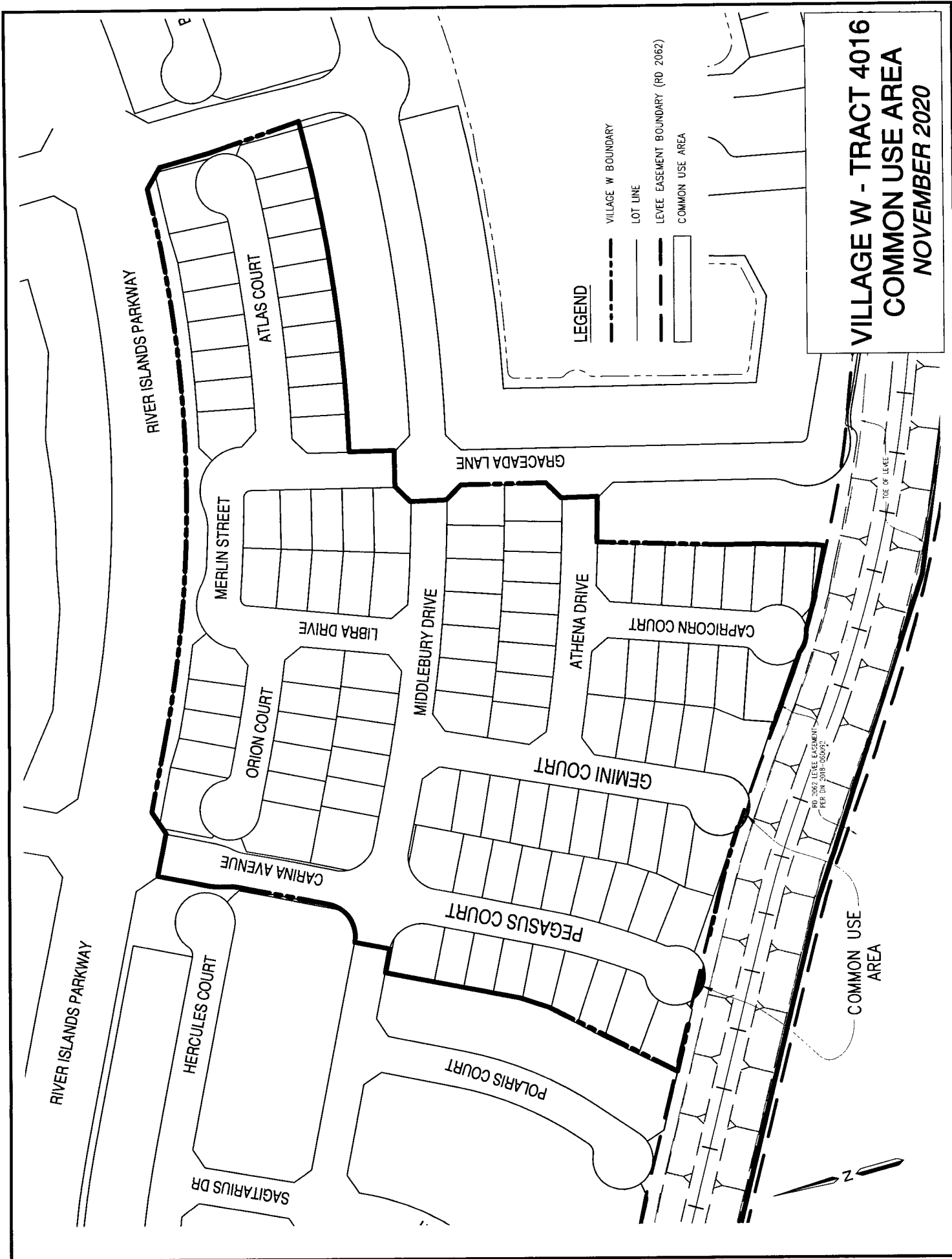
By:  _____
Salvador V. Navarrete, City Attorney

EXHIBIT "A"
COMMON USE AREA DEPICTION



**VILLAGE W - TRACT 4016
COMMON USE AREA
NOVEMBER 2020**

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAPS
(RIVER ISLANDS AT LATHROP)**

November 9, 2020

Via Email and Hand Delivery

Old Republic Title Company
1215 W. Center Street, Suite 103
Manteca, CA 95337
Attn: Lori Richardson

Re: Recordation of Final Map 4016 (W); Escrow No. 1214021088

Dear Lori:

This letter constitutes the joint escrow instructions ("**Escrow Instructions**") of River Islands Stage 2A, LLC, a Delaware limited liability company ("**RIS2A**") and the City of Lathrop ("**City**") in connection with the above-referenced escrow ("**Escrow**"). The Escrow was opened in connection with recordation of the above-referenced final map ("**Final Map**"). Recordation of the Final Map is subject to the conditions set forth below. The transactions described in these Escrow Instructions are referred to as the "**Transaction**." Old Republic Title Company is referred to as "you" or "**ORTC**."

A. Date for Closings

The Final Map will be recorded at the time designated by RIS2A as set forth below. The Final Map can only be recorded after the City has approved the map in writing. The closing date for the Transaction is intended to occur by November 30, 2020, at the time designated in writing by RIS2A, subject to satisfaction of the conditions set forth below (each a "**Closing**"). If the Final Map has not been recorded by June 30, 2021, ORTC will return the Final Map to the City.

B. Documents to be Delivered and Recordation Documents

In connection with the Transaction, you have in your possession or will receive the following documents from City for recordation in the Official Records of San Joaquin County, California ("**Official Records**").

- One original Final Map for Tract 4016, executed and acknowledged by the City.
- Common Use Agreement for the Stage 2A Portion of Pegasus and Gemini Courts by between the City of Lathrop and Island Reclamation District No. 2062.

The document listed above is referred to as the "**Recordation Documents**." The date on which the Recordation Documents are recorded in the Official Records is the Recordation Date.

JOINT ESCROW INSTRUCTIONS RECORDATION OF FINAL MAPS (RIVER ISLANDS AT LATHROP)

C. Funds and Settlement Statement

You also have received, or will receive from RIS2A, prior to the recordation of the Recordation Documents, in immediately available funds, the following amounts, in accordance with the settlement statement prepared by you and approved in writing by both RIS2A and City ("**Settlement Statement**"): recordation costs, escrow fees and other amounts as set forth in the Settlement Statement. Such costs, fees and other amounts are the sole responsibility of RIS2A.

- Funds to be wire transferred directly to the entity set forth below, immediately upon recordation of the Final Map, in accordance with the wire transfer instructions for each entity are as follows: The amount of **\$30,993.87**, payable to the City pursuant to that certain Agreement to Settle Litigation Regarding River Islands at Lathrop (as amended "**Sierra Club Agreement**"), constituting the amount of **\$3,277.00** multiplied by **9.458** acres (or portion thereof) included in the Final Map, is to be transferred to the City upon recordation of the Final Map. The City's wire instructions are set forth below.

The amounts set forth in Section C are referred to as the "**Closing Funds.**"

D. Closing Requirements

When the following has occurred, you are authorized to close the Escrow at the time(s) and in accordance with the process set forth below:

D.1. You have delivered copies of your Settlement Statement by email transmission to: (a) Susan Dell'Osso (sdelloso@riverslands.com); (b) Debbie Belmar (dbelmar@riverislands.com); (c) Stephen Salvatore (ssalvatore@ci.lathrop.ca.us); (d) Salvador Navarrete (snavarrete@ci.lathrop.ca.us); (e) Cari James (cjames@ci.lathrop.ca.us) and (f) Glenn Gebhardt (ggebhardt@ci.lathrop.ca.us), and have confirmation (by telephone or email) from Susan Dell'Osso and Stephen Salvatore or Glenn Gebhardt that the Settlement Statement is accurate and acceptable;

D.2. You have not received any instructions contrary to these Escrow Instructions;

D.3. The Recordation Documents and all other documents, if any, described herein as being held by you or delivered to you have been received by you and have been fully executed and, where applicable, acknowledged, and you have attached all legal descriptions or have confirmed that all exhibits and legal descriptions are attached;

D.4. You are prepared to record the Recordation Documents as designated, release funds in accordance with the Settlement Statement and complete the Transaction in compliance with these Escrow Instructions;

JOINT ESCROW INSTRUCTIONS RECORDATION OF FINAL MAPS (RIVER ISLANDS AT LATHROP)

D.5. You have delivered a copy of these instructions, executed by an authorized signatory of ORTC with authority to bind ORTC, and initialed all pages, by email transmission (with original hard copy to follow by U.S. Mail) to Debbie Belmar and Glenn Gebhardt at the email addresses set forth above; and

D.6. You have received confirmation (by email or other writing) from Susan Dell'Osso and Stephen Salvatore or Glenn Gebhardt to record the Recordation Documents and complete the Transaction.

E. Closing Process and Priorities

When you have fully satisfied all of the closing requirements set forth in Section D, then you are authorized and instructed to do the following in the chronological order given:

E.1. Date the Recordation Documents to be recorded;

E.2. Record the Recordation Documents in the Official Records;

E.3. Pay the costs associated with the Transaction;

E.4. Refund any funds delivered to you by RIS2A that are not disbursed at the time of the final Closing pursuant to these Escrow Instructions to the following entity and address:

River Islands Stage 2A, LLC
73 W. Stewart Road
Lathrop, CA 95330
Attn: Susan Dell'Osso

E.5. Notify Susan Dell'Osso, Debbie Belmar, Stephen Salvatore, Glenn Gebhardt and Jose Molina (JMolina@sjgov.org) of the completion of the Transaction;

E.6. Within five (5) business days after each Recordation Date, deliver by overnight delivery via recognized, national, overnight delivery carrier to: (1) Susan Dell'Osso, River Islands Stage 2A, LLC, 73 W. Stewart Road, Lathrop, CA 95330; and (2) Mr. Salvador Navarrete, City Attorney, City of Lathrop, 390 Towne Centre Drive, Lathrop, CA 95330:

(A) a certified copy of the Recordation Documents showing all recording information of the Recordation Documents; and

(B) a certified copy of the final Settlement Statement.

F. Additional Instructions

When assembling the final documents, signature pages from all parties shall be inserted into each respective final document in creating fully executed counterparts.

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAPS
(RIVER ISLANDS AT LATHROP)**

Please acknowledge receipt of these instructions and your agreement to act as Escrow agent in connection with this Transaction in accordance with these Escrow Instructions, by executing and dating a copy of these Escrow Instructions where indicated below, initialing all pages and returning it to both of the undersigned.

The Escrow Instructions may be modified only in a writing signed by both of the undersigned.

Very truly yours,

Stephen J. Salvatore
City Manager
City of Lathrop

Susan Dell'Osso
President
River Islands Stage 2A, LLC

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAPS
(RIVER ISLANDS AT LATHROP)**

ESCROW INSTRUCTIONS
ACKNOWLEDGEMENT AND AGREEMENT:

Receipt of the foregoing Escrow Instructions from RIS2A and the City is hereby acknowledged. The undersigned agrees, for itself, and on behalf of ORTC, to proceed in strict accordance with these Escrow Instructions. The undersigned represents and warrants to RIS2A and the City that the undersigned is authorized to execute this Acknowledgement and Agreement, for itself, and on behalf of ORTC.

Old Republic Title Company

By: _____
Its: _____
Date: _____

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ITEM 4.25

CITY MANAGER'S REPORT NOVEMBER 9, 2020, CITY COUNCIL REGULAR MEETING

ITEM: APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 57 LOTS IN TRACT 4020 VILLAGE "X" WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS

RECOMMENDATION: Adopt Resolution Approving Final Map for Tract 4020 Village "X" within the Lakeside East District, Totaling 57 Single Family Lots, City of Lathrop CFD Annexation No. 14, and a Subdivision Improvement Agreement with River Islands Stage 2A, LLC

SUMMARY:

The proposed Final Map for Tract 4020 will be the first and only tract map within the Village "X" area. Trumark Homes is proposing fifty-seven (57) 70' x 100' single-family lots. A Vicinity Map is included as Attachment "B".

Staff recommends that the City Council approve the proposed Final Map Tract 4020, Village "X", Annexation No. 14 of the City of Lathrop Community Facilities District (CFD) 2013-1, and a Subdivision Improvement Agreement with River Islands Stage 2A, LLC ("River Islands Stage 2A"), included as Attachment "C".

BACKGROUND:

The City of Lathrop City Council approved Vesting Tentative Map (VTM) 3694 on March 27, 2007 and an amended VTM 3694 with updated conditions of approval on June 1, 2015. On July 18, 2018, the City of Lathrop Planning Commission approved a Neighborhood Design Plan (NDP) and Architectural Guidelines and Design Standards (AG/DS) for the Lakeside East District, known as Stage 2A, within Phase 1 of the project. While the NDP contains conceptual guidance on parks within the Lakeside East District, a Master Parks Plan includes revisions to the parks and open spaces within the Stage 2A area and is pending Planning Commission action. The land for the proposed Final Map for Tract 4020 is within the geographic boundaries of VTM 3694 and Stage 2A.

On October 12, 2020, City Council approved the acceptance and transfer of real property from River Islands Stage 2A within the Tract 4020 area for a future park monument for the Northern Yokut Native American Tribe. The portion of the N9 Neighborhood Park property was accepted by the City prior to the approval of the final map for Tract 4020 and will be transferred later to meet the Tribe's accelerated schedule for installation of the monument.

CITY MANAGER’S REPORT **PAGE 2**
NOVEMBER 9, 2020, CITY COUNCIL REGULAR MEETING
APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT
FOR 57 LOTS IN TRACT 4020 VILLAGE “X” WITHIN LAKESIDE EAST
DISTRICT OF RIVER ISLANDS

The remainder of the N9 Neighborhood Park will be dedicated to the City with the final map for Tract 4020 for park purposes and has been designed with a local Native American theme, which will accent the large bronze monument to honor the local indigenous peoples that once inhabited the area.

As required by the City’s subdivision ordinance, all final maps must include a Subdivision Improvement Agreement (SIA) to guarantee specific offsite and onsite improvements. The ownership of Tract 4020 was transferred from River Islands Development, LLC to an affiliate company, River Islands Stage 2A, LLC.

The total cost of the improvements for Village “X” is \$4,328,540, however, a large percentage of the improvements have already been construction and therefore do not need to be guaranteed. Performance and labor & material securities provided with the SIA for Tract 4020 to guarantee the unfinished improvements for Village “X” are in the amount of:

Unfinished Improvement Total:	\$2,834,540
Performance Bond (120% of Unfinished Improvements):	\$3,401,448
Labor & Materials Bond (50% of Performance Bond)	\$1,700,724

The SIA for Tract 4020 refers to the Agreement for Dedication, Inspection, and Guarantee of Streets and Public Improvements (“Off-site Agreement”) that was approved by the City on September 30, 2013. Although the Off-site Agreement applies to Tract 4020, the Final Map will not trigger any additional offsite improvements or security.

Acceptance of the public improvements will be processed by staff at a later date and when the unfinished improvements are completed. Prior to acceptance, River Islands will be required to provide a one (1) year warranty bond.

Village “X” will need to be annexed into the four different Community Facilities Districts (CFD’s) for maintenance purposes. The CFDs are for the City, RD 2062 and River Islands Public Financing Authority (RIPFA). CFD 2013-1 City of Lathrop Annexation No. 14, CFD 2013-1 Island RD 2062 Annexation No. 13, CFD 2013-1 RIPFA Annexation No. 13 and CFD 2016-1 RIPFA Annexation No. 9, are administered by Island RD 2062 and RIPFA and are included as part of the escrow instructions for recordation purposes only and are not a direct impact to the City. The applicant has signed the appropriate documentation to commit to the annexations, and the final map recordation is contingent on the annexations.

River Islands Stage 2A must satisfy the Escrow Instructions, included as Attachment “D”, to guarantee the payment of all fees and execution of the documents related to the SIA.

CITY MANAGER'S REPORT **PAGE 3**
NOVEMBER 9, 2020, CITY COUNCIL REGULAR MEETING
APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT
FOR 57 LOTS IN TRACT 4020 VILLAGE "X" WITHIN LAKESIDE EAST
DISTRICT OF RIVER ISLANDS

REASON FOR RECOMMENDATION:

River Islands Stage 2A has fulfilled all of the requirements of the City's subdivision ordinance as listed below:

Documents	Status
1. Final Map ready for signature	Completed
2. Subdivision Improvement Agreement	Completed
3. Performance Security	Completed
4. Labor and Materials Security	Completed
5. Street Improvement, Landscape, Light & Joint Trench	Completed
6. Geotechnical Report	Completed
7. Agreement for Backbone Improvements and Parks (Agreement for Dedication, Inspection and Guarantee of Streets and Public Improvements)	Completed
8. Approval of 3 rd Amendment to Development Agreement that guarantees creation of CFD for City Maintenance and Shortfalls, and Guarantee of Developer CFDs for Developer/other public agency Maintenance	Completed
9. Allocation of Water and Sewer capacity	Completed
10. Recommendation for approval from Stewart Tract Design Review Committee	Completed
11. Submitted Certificate of Insurance, Tax Letter	Completed
12. Submitted Preliminary Guarantee of Title	Completed
13. Village X -Annexation No. 14 of City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities)	Approval Pending with this item
14. Escrow Instructions	Completed
Fees	Status
1. Final Map plan check fee	Paid
2. Improvement Plans - Plan check and inspection fees	Paid
3. Sierra Club Settlement fee	To be paid in escrow

CITY MANAGER'S REPORT **PAGE 4**
NOVEMBER 9, 2020, CITY COUNCIL REGULAR MEETING
APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT
FOR 57 LOTS IN TRACT 4020 VILLAGE "X" WITHIN LAKESIDE EAST
DISTRICT OF RIVER ISLANDS

BUDGET IMPACT:

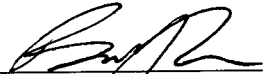
There is no budget impact to the City as all costs are covered by development fees and any shortfalls in the City's maintenance and operating costs are covered by the CFDs.

ATTACHMENTS:

- A. Resolution Approving Final Map for Tract 4020 Village "X" within the Lakeside East District, Totaling 57 Single Family Lots, City of Lathrop CFD Annexation No. 14, and a Subdivision Improvement Agreement with River Islands Stage 2A, LLC
- B. Village "X" Vicinity Map
- C. Subdivision Improvement Agreement between the City of Lathrop and River Islands Stage 2A, LLC, a Delaware limited liability company, for Tract 4020, Village "X"
- D. Escrow Instructions for Final Map Tract 4020 Village "X"

CITY MANAGER'S REPORT
NOVEMBER 9, 2020, CITY COUNCIL REGULAR MEETING
APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT
FOR 57 LOTS IN TRACT 4020 VILLAGE "X" WITHIN LAKESIDE EAST
DISTRICT OF RIVER ISLANDS

APPROVALS



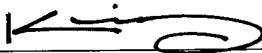
Brad Taylor
Associate Engineer

10/15/2020
Date



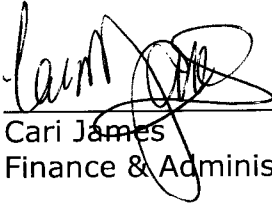
Glenn Gebhardt
City Engineer

10/15/2020
Date



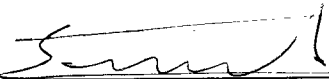
Michael King
Public Works Director

10/19/2020
Date



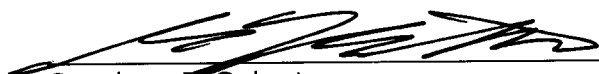
Cari James
Finance & Administrative Services Director

10/21/2020
Date



Salvador Navarrete
City Attorney

10-19-2020
Date



Stephen J. Salvatore
City Manager

11.2.2020
Date

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING FINAL MAP FOR TRACT 4020 VILLAGE "X" WITHIN THE LAKESIDE EAST DISTRICT, TOTALING 57 SINGLE FAMILY LOTS, CITY OF LATHROP CFD ANNEXATION NO. 14, AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH RIVER ISLANDS STAGE 2A, LLC

WHEREAS, the City of Lathrop City Council approved Vesting Tentative Map (VTM) 3694 on March 27, 2007 and an amended VTM 3694 with updated conditions of approval on June 1, 2015; and

WHEREAS, on July 18, 2018, the City of Lathrop Planning Commission approved a Neighborhood Design Plan (NDP) and Architectural Guidelines and Design Standards (AG/DS) for the Lakeside East District, known as Stage 2A, within Phase 1 of the project; and

WHEREAS, on October 12, 2020, City Council approved the acceptance and transfer of real property from River Islands Stage 2A within the Tract 4020 area for a future park monument for the Northern Yokut Native American Tribe. The portion of the N9 Neighborhood Park property was accepted from River Islands prior to the approval of the final map for Tract 4020 and will be transferred later to meet the Tribe's accelerated schedule for installation of the monument; and

WHEREAS, the land for the proposed Final Map for Tract 4020 is within the geographic boundaries of VTM 3694 and Stage 2A; and

WHEREAS, as required by the City's subdivision ordinance, all final maps must include a Subdivision Improvement Agreement (SIA) to guarantee specific offsite and onsite improvements. The ownership of Tract 4020 was transferred from River Islands Development, LLC to an affiliate company, River Islands Stage 2A, LLC; and

WHEREAS, performance and labor & material securities provided with the SIA for Tract 4020 to guarantee the unfinished improvements for Village "X" are in the amount of; and:

Unfinished Improvement Total:	\$2,834,540
Performance Bond (120% of Unfinished Improvements):	\$3,401,448
Labor & Materials Bond (50% of Performance Bond)	\$1,700,724

WHEREAS, acceptance of the public improvements will be processed by staff at a later date and when the unfinished improvements are completed. Prior to acceptance, River Islands will be required to provide a one (1) year warranty bond; and

WHEREAS, Village "X" needs to be annexed to the four different Community Facilities Districts (CFDs) for maintenance purposes.

CFD 2013-1 City of Lathrop Annexation No. 14, CFD 2013-1 Island RD 2062 Annexation No. 13, CFD 2013-1 RIPFA Annexation No. 13 and CFD 2016-1 RIPFA Annexation No. 9, are administered by Island RD 2062 and RIPFA and are included as part of the escrow instructions for recordation purposes only and are not a direct impact to the City; and

WHEREAS, River Islands Stage 2A must satisfy the Escrow Instructions, included as Attachment "D" to the City Manager's Report, to guarantee the payment of all fees and execution of the documents related to the SIA.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lathrop that approves and accepts the following actions:

1. The Final Map for Tract 4020 and is hereby approved as submitted for recordation with the San Joaquin County Assessor/Recorder/County Clerk Office. The recorded executed copy will be filed with the City Clerk.
2. The City Manager, or their designee, is authorized to execute a Subdivision Improvement Agreement with River Islands Stage 2A, LLC, and Annexation of the City of Lathrop Community Facilities District No. 2013-1 No. 14 (River Islands Public Services and Facilities) in substantially the form as attached to the November 9, 2020 staff report, the file executed copy will be filed with the City Clerk.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 9th day of November 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

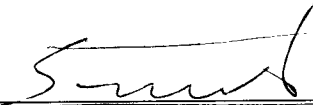
ABSENT:

Sonny Dhaliwal, Mayor

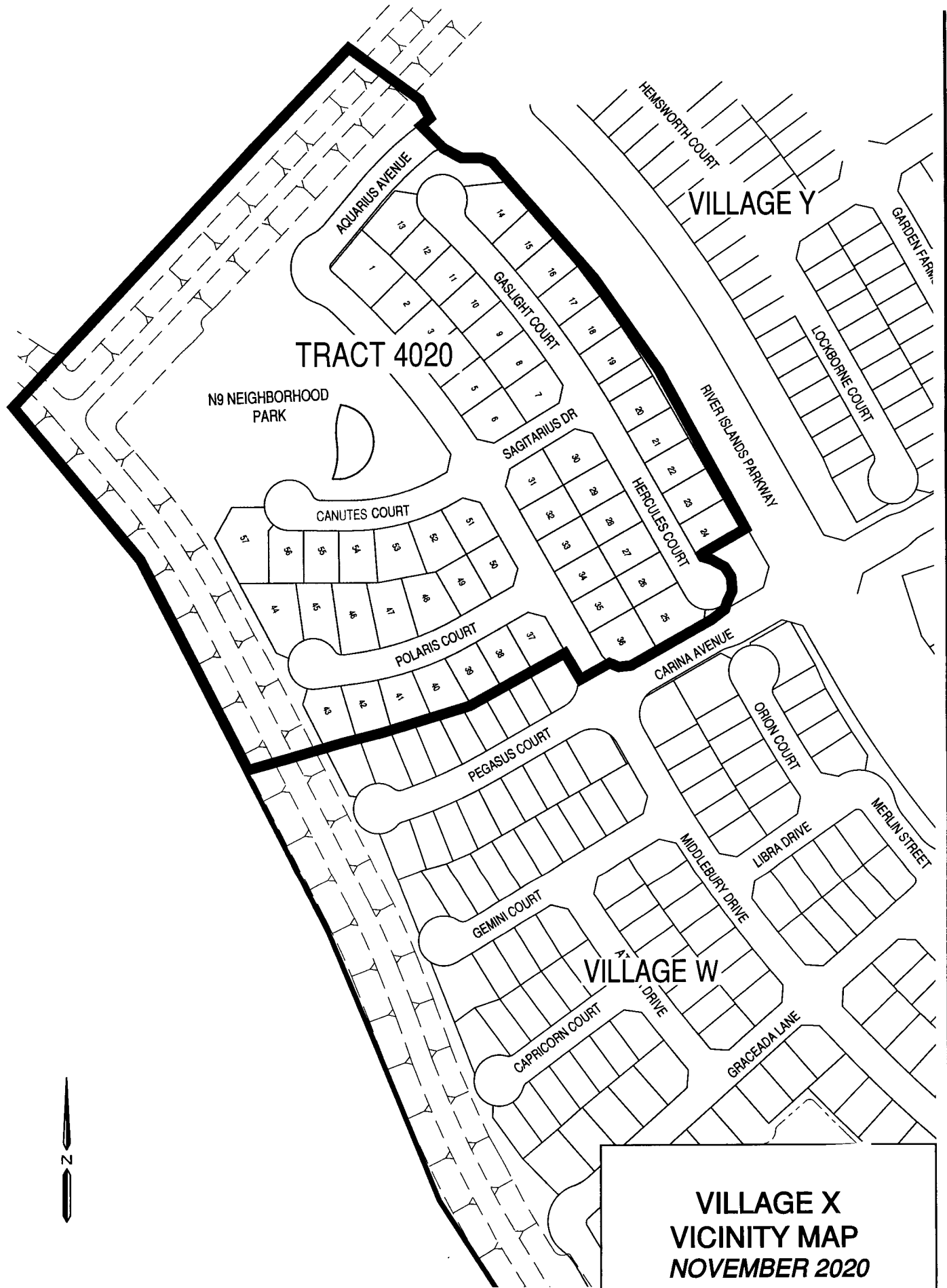
ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney



SUBDIVISION IMPROVEMENT AGREEMENT
BY AND BETWEEN THE CITY OF LATHROP AND
RIVER ISLANDS STAGE 2A, LLC, A DELAWARE LIMITED LIABILITY COMPANY
FOR TRACT 4020 VILLAGE "X" 57 RESIDENTIAL LOTS

RECITALS

A. This Agreement is made and entered into this **9th day of November 2020**, by and between the CITY OF LATHROP, a municipal corporation of the State of California (hereinafter "CITY") and River Islands Stage 2A, LLC, a Delaware limited liability company, (hereinafter "SUBDIVIDER").

B. At its May 15, 2017 meeting, the City Council approved the temporary closure of Cohen and Paradise Roads associated with construction and grading activities in Stage 2 of River Islands. This approval requires SUBDIVIDER to construct a paved public roadway to connect any remaining gaps between the Paradise Road and Stewart Road intersection and the Somerston Parkway/River Islands Parkway intersection by August 1, 2020. As a result, previously provided security in the form of a Letter of Guarantee from the River Islands Public Financing Authority ("RIPFA") has guaranteed the replacement of Cohen Road and Paradise Road with a set aside of bond proceeds (Attachment "G") in the amount of \$543,600, that is available to CITY if SUBDIVIDER does not meet the August 1, 2020 deadline. Further, the amount of set aside bond proceeds shall be reduced by the City Engineer as River Islands Parkway is extended to replace these removed roadways. The closed portion of Stewart Road is not anticipated to be replaced, but it remains for now as legal access to parcels fronting Stewart Road, and as emergency access. The security referenced in this recital shall remain in place for this final map and all final maps associated with this access until it is no longer necessary.

River Islands Parkway was constructed to replace Cohen Road, and the portions of Paradise Road that were removed have been reconstructed and both roadways are open to the public. However, this guarantee will remain in place until River Islands Parkway has been accepted by the City.

C. At its July 9, 2018 meeting, the CITY approved the Tract 3908 large lot final map, which includes the Village "X" area within Stage 2A of River Islands. The approval of Tract 3908 required security for the construction of River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary. As a result, previously provided security in the form of a Letter of Guarantee from the River Islands Public Financing Authority ("RIPFA") has guaranteed the construction of River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary with a set aside of bond proceeds (Attachment "H") in the amount of \$450,000, that is available to CITY if SUBDIVIDER does not meet a September 30, 2019 deadline or as may be extended by CITY.

The security referenced in this recital shall remain in place for this final map and all final maps associated with it until River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary is fully constructed and accepted into use by CITY.

River Islands Parkway was constructed to replace Cohen Road, and the portions of Paradise Road that were removed have been reconstructed and both roadways are open to the public. However, this guarantee will remain in place until River Islands Parkway has been accepted by the City.

D. Pursuant to Division 2 of Title 7 of the Government Code of the State of California and the CITY's Subdivision Regulations (City of Lathrop, Code of Ordinances, Chapter 16), SUBDIVIDER is required to make dedications and improve Tract 4020. However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with Tract 4020 (Village "X") located within the Lakeside East District of River Islands Phase 1, which also includes major streets necessary to access the site. The unfinished portion of improvements total \$4,328,540 and both performance and labor and materials security is required by the Lathrop Subdivision Ordinance and the Subdivision Map Act will be posted as outlined in this Tract 4020 (Village "X") Subdivision Improvement Agreement.

E. SUBDIVIDER has completed a portion of the joint trench improvements for Tract 4020 and as noted in Recital D, security shall be required for the unfinished portion of these improvements, along with other required infrastructure associated with Tract 4020 and Village "X" overall. Improvement plans, and street light plans prepared by Power Systems Design, Inc. have already been approved by the City. The street, sidewalk, underground utility, storm drainage, streetlight and joint trench improvements (hereinafter "Improvements") are substantially completed and minor improvements not yet constructed as part of the required infrastructure for Tract 4020 are required security as outlined in this Agreement is required.

NOW THEREFORE in consideration of CITY'S pending approval and acceptance of the Improvements upon their satisfactory completion, and in consideration of SUBDIVIDER'S construction of Improvements in strict accordance with the terms of this Agreement, all applicable laws, statutes, ordinances, rules and regulations currently in force and effect in CITY, the terms and conditions of which are incorporated herein by this reference, the parties hereto mutually covenant and agree as follows:

1. SUBDIVIDER shall complete construction of, or cause construction to be completed at its sole cost and expense, the Improvements for all of the lots within the Lakeside East neighborhood, to the limits identified on Exhibit "A", including the public landscaping, streetlight and joint trench improvements. All improvements shall be constructed to the satisfaction and approval of the City Engineer, in a good and workmanlike manner in accordance with the above referenced improvement plans and specifications, the improvement standards and specifications of the CITY'S Department of Public Works, the applicable Ordinances of the City of Lathrop and the California Subdivision Map Act.

2. SUBDIVIDER shall complete the Improvements, including all deferred and unfinished improvements, prior to occupancy of the last home constructed in Tract 4020 that is conveyed to a private interest not associated with the transfer of title of Tract 4020 associated with the filing of Tract 4020 (homebuilder) or prior to the completion and occupancy of the last production dwelling unit associated with Tract 4020, whichever comes first. Such occupancy shall be documented by CITY in the form of a Certificate of Occupancy or Final Building Permit.
3. CITY, or its agent(s), shall, at any time during the progress of the Improvements, have free access thereto, and shall be allowed to examine the same and all material to be used therein. If the Improvements or any part thereof are not completed in strict compliance with the standards set forth in Paragraph 1 above, CITY may refuse to accept and may reject the defective Improvements and/or materials therein.
4. SUBDIVIDER shall secure the services of skilled personnel necessary to construct the Improvements. CITY is not skilled in these matters and relies upon the skill of the SUBDIVIDER to ensure that the construction of the Improvements is in the most skillful and durable manner.
5. CITY'S acceptance of the Improvements does not operate as a release of SUBDIVIDER from any guarantee hereunder.
6. SUBDIVIDER guarantees and warrants that the Improvements shall be constructed in compliance with the standards set forth in Paragraph 1 above, free from any defects in work or labor done, and from any defects in materials furnished. Further, SUBDIVIDER shall repair and maintain the Improvements in good condition and in accordance with CITY specifications for one (1) year after CITY'S acceptance of the Improvements. As required by this Agreement, prior to acceptance of the Improvements, SUBDIVIDER shall deposit with the City Engineer a Warranty Bond in the amount of \$432,854, equal to 10% of the estimated cost of the Improvements for the Village "X" area (\$4,328,540) as included in the Engineer's estimate attached to this Agreement as Exhibit "F", to insure SUBDIVIDER'S repair and warranty of the Improvements in accordance with the terms of this Agreement. The Warranty Bond shall be released at the end of the one year guarantee period, provided there are no claims against it are then outstanding.
7. Because some of the backbone improvements referenced in Recitals "B" and "C" are required to provide access and to Tract 4020 and are associated with adjacent tracts as otherwise described in this Agreement, as well as the "Agreement for Dedication, Inspection and Guarantee of Public Streets and Improvements, ("2013 Agreement"), approved by CITY on September 30, 2013, the security provided as noted in Recitals "B" and "C" shall remain in place until the City accepts River Islands Parkway from Somerston Parkway to Paradise Road.
8. If SUBDIVIDER, in whole or in part, abandons the Improvements, or unnecessarily or unreasonably delays construction of the Improvements, fails to complete construction of the Improvements within the time specified in this Agreement, or fails to repair.

Replace or reconstruct any defects, as set forth in Paragraph 6 above, CITY may, but is not required to, proceed to complete and/or repair, replace, or reconstruct the Improvements, either by itself or by contract for such service, and CITY may cause to be forfeited such portion of any security deposited therein as is necessary to cover the costs of completion, repair, replacement, or reconstruction incurred by CITY. Once action is taken by CITY to complete, repair, replace and/or reconstruct the Improvements, SUBDIVIDER shall be responsible for all costs incurred by CITY, even if SUBDIVIDER subsequently completes the work.

The CITY shall have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security (including but not limited to any Letter of Guarantee, Certificate of Deposit, cash, bond for performance, labor and materials and repair and maintenance, letter of credit or cash deposit) therefore is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Government Code Section 66499.4, incurred by the CITY, in addition to the costs of the improvements shall be a proper charge against the security and SUBDIVIDER. In the event it becomes necessary for CITY to bring an action to compel performance of this Agreement or to recover costs of completing such improvements, SUBDIVIDER shall pay reasonable attorney's fees, costs of suit and all other expenses of litigation incurred by CITY in connection therewith.

9. Because the Improvements are not entirely complete, the SUBDIVIDER is required to only post Performance or Labor & Materials bonds to guarantee the unfinished improvements associated with Tract 4020 as included and described in Exhibit "E" of this Agreement. The amount of the security shall be equal to a performance bond equal to 120% of the amount of unfinished improvements as shown in Exhibit "E" ($\$2,834,540 \times 120\% = \$3,401,448$ – performance bond amount) as indicated in Recital D. The corresponding labor and materials bond amount shall be 50% of the performance bond amount ($\$3,401,448 \times 50\% = \$1,700,724$), also as indicated in Recital D. Further, SUBDIVIDER shall also comply with CITY'S insurance requirements set forth on Exhibit "C" attached hereto and incorporated herein.

10. Any alteration(s) made to the plans and specifications, which are a part of this Agreement, or any provision of this Agreement shall not operate to release any surety or sureties from liability on any bond or bonds attached hereto and made a part thereof. The above referenced sureties hereby consent to such alterations and waive the provisions of California Civil Code Section 2819.

11. Neither the CITY nor any of its officers, employees or agents shall be liable to SUBDIVIDER, and/or SUBDIVIDER'S agents, contractors or subcontractors for any error or omission arising out of or in connection with any work to be performed under this Agreement.

12. Neither the CITY nor any of its officers, employees, or agents, shall be liable to the SUBDIVIDER or to any person, entity, or organization, for any injury or damage that may result to any person or property by or from any cause in, on, or about the subdivision of all or any part of the land covered by this Agreement.

13. SUBDIVIDER hereby agrees to, and shall hold CITY, its elective and appointive boards, commissions, officers, agents and employees (collectively, "Indemnitees"), harmless from any liability for damage or claims which may arise from SUBDIVIDER and/or SUBDIVIDER'S contractors, subcontractors, agents, or employees' operations under this Agreement, whether such operations be by SUBDIVIDER or by any SUBDIVIDER contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, SUBDIVIDER or any of SUBDIVIDER'S contractors or subcontractors. SUBDIVIDER shall, at its own cost and expense, defend any and all actions, suits, or legal proceedings or any type that may be brought or instituted against CITY and indemnities on any claim or demand, of any nature whatsoever, and pay or satisfy any judgment that may be rendered against CITY and the Indemnitees in any such action, suit or legal proceedings, resulting from or alleged to have resulted from SUBDIVIDER'S performance or non-performance of his duties and obligations under this Agreement, or from the negligent act or omission of himself, his agents, contractors, representatives, servants or employees. The promises and Agreement to indemnify and hold harmless set forth in this section is not conditioned or dependent on whether or not any indemnity has prepared, supplied or approved any plan or specification in connection with this work or subdivision, whether or not any such indemnity has insurance or indemnification covering any of these matters. CITY does not, and shall not; waive any rights against SUBDIVIDER which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by CITY of any deposit with CITY by SUBDIVIDER. The aforesaid hold harmless agreement by SUBDIVIDER shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not CITY has prepared, supplied or approved of, plans and/or specifications for the subdivision.

14. Neither SUBDIVIDER nor any of SUBDIVIDER'S agents, contractors or subcontractors are, or shall be, considered to be agents of CITY in connection with the performance of SUBDIVIDER'S obligations under this Agreement.

15. Prior to acceptance of the Improvements by the City Council, the SUBDIVIDER shall be solely responsible for maintaining the quality of the Improvements, and maintaining safety at the project site. The SUBDIVIDER'S obligation to provide the Improvements shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Improvements as complete. The CITY and SUBDIVIDER have formed Community Facilities Districts to finance maintenance and improvements. The CITY expects to preserve the ability to use future special taxes of the CFD for payment of the cost of acquisition of the Improvements, which may require that acceptance of improvements by CITY be subject to the provisions of an acquisition agreement to be entered into by the CITY and SUBDIVIDER providing that CITY expects to be paid or reimbursed acquisition costs through future CFD special taxes. SUBDIVIDER shall cooperate to facilitate such method of acquisition.

16. SUBDIVIDER shall pay service fees for the utility services from the time the Improvements are accepted by the CITY to the end of the fiscal year, or up to a one (1) year period, whichever is needed to ensure an opportunity for the Improvements to be included in the next fiscal year annual assessment.

17. SUBDIVIDER shall be responsible to sweep streets within the subdivision every two weeks as directed by the City Engineer, on all streets where lots are occupied and all streets providing access to occupied lots until the Improvements are accepted by the CITY.

18. SUBDIVIDER shall not assign this Agreement without the prior written consent of CITY. If such consent is given, the terms of this Agreement shall apply to and bind the heirs, successors, executors, administrators and assignees of SUBDIVIDER, and any heirs, successors, executors, administrators and assignees of the SUBDIVIDER and shall be jointly and severally liable hereunder.

19. The SUBDIVIDER shall, at the SUBDIVIDER'S expense, obtain and maintain all necessary permits and licenses for construction of the Improvements. Prior to the commencement of Improvement construction, the SUBDIVIDER shall obtain a City of Lathrop Business License. The SUBDIVIDER shall comply with all local, state and federal laws, whether or not said laws are expressly stated in this Agreement.

20. This Agreement and any amendments hereto comprise the entire understanding and agreement between the parties regarding the improvements to be constructed and dedications for Tract 4020.

21. The following miscellaneous provisions are applicable to this Agreement:

a. Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the laws of the State of California.

b. Definitions. The definitions and terms are as defined in this Agreement.

c. Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.

d. Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

e. Incorporation of Documents. All documents referred to herein and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated herein and shall be deemed to be part of this Agreement.

f. Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.

g. Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.

h. Successors and Assigns. Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.

i. Time of the Essence. Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.

j. Venue. In the event either party brings that suit hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin.

ATTACHMENTS:

- EXHIBIT A FINAL MAP - TRACT 4020
- EXHIBIT B TRACT 4020 AND VILLAGE "X" AREA
- EXHIBIT C: CITY INSURANCE REQUIREMENTS
- EXHIBIT D: UNFINISHED IMPROVEMENT COST ESTIMATE
- EXHIBIT E: VILLAGE "X" IMPROVEMENTS COST ESTIMATE
- EXHIBIT F: RIPFA LETTER OF GUARANTEE - INTERIM PUBLIC ACCESS WITHIN
THE STAGE 2A DEVELOPMENT AREA
- EXHIBIT G: RIPFA LETTER OF GUARANTEE – RIVER ISLANDS PARKWAY WITHIN
THE STAGE 2A DEVELOPMENT AREA

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 9th day of November 2020, at Lathrop, California.

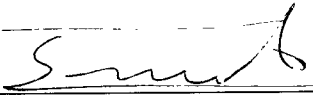
ATTEST: TERESA VARGAS
City Clerk of and for the City
of Lathrop, State of California

CITY OF LATHROP, a
municipal corporation of the
State of California

BY: _____
Teresa Vargas
City Clerk

BY: _____
Stephen J. Salvatore
City Manager

APPROVED AS TO FORM

BY: 
Salvador Navarrete
City Attorney

River Islands Stage 2A, LLC
a California limited liability company

BY: _____
Susan Dell'Osso
President
"SUBDIVIDER"

Subdivision Improvement Agreement (River Islands Stage 2A, LLC)
Tract 4020 Village "X"
Page 9

EXHIBIT "A"

FINAL MAP - TRACT 4020

TRACT 4020
RIVER ISLANDS - STAGE 2A
VILLAGE X

A PORTION OF RANCHO EL PESCADERO, BEING
 A SUBDIVISION OF PARCEL 10 OF LLA-19-99,
 RECORDED AS DOCUMENT NO. 2019-098158
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
 NOVEMBER 2020



ACKNOWLEDGEMENT CERTIFICATE (OWNER)

A NOTARY PUBLIC OR OTHER OFFICER, COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY
 OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND
 NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

STATE OF CALIFORNIA }
 COUNTY OF SAN JOAQUIN }
 ON _____, 20____, BEFORE ME, _____ WHO PROVED TO
 A NOTARY PUBLIC, PERSONALLY APPEARED _____ WHO PROVED TO
 ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO
 THE FOREGOING DOCUMENT, AND THAT HE/SHE/HEY/THEY EXECUTED THE SAME IN HIS/HER/HEIR
 AUTHORIZED CAPACITIES, AND THAT BY HIS/HER/HEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR
 THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT
 I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING
 PARAGRAPH IS TRUE AND CORRECT
 WITNESS MY HAND

SIGNATURE _____
 NAME (PRINT) _____
 PRINCIPAL COUNTY OF BUSINESS _____
 MY COMMISSION NUMBER _____
 MY COMMISSION EXPIRES _____

ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE)

A NOTARY PUBLIC OR OTHER OFFICER, COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY
 OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND
 NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

STATE OF CALIFORNIA }
 COUNTY OF SAN JOAQUIN }
 ON _____, 20____, BEFORE ME, _____ WHO PROVED TO
 A NOTARY PUBLIC, PERSONALLY APPEARED _____ WHO PROVED TO
 ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO
 THE FOREGOING DOCUMENT, AND THAT HE/SHE/HEY/THEY EXECUTED THE SAME IN HIS/HER/HEIR
 AUTHORIZED CAPACITIES, AND THAT BY HIS/HER/HEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR
 THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT
 I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING
 PARAGRAPH IS TRUE AND CORRECT
 WITNESS MY HAND

SIGNATURE _____
 NAME (PRINT) _____
 PRINCIPAL COUNTY OF BUSINESS _____
 MY COMMISSION NUMBER _____
 MY COMMISSION EXPIRES _____

OWNERS STATEMENT

THE UNDERSIGNED DOES HEREBY STATE THAT THEY ARE THE OWNERS OF ALL THE LAND, BELIEVED, AND
 RIVER ISLANDS, STAGE 2A, VILLAGE X, CITY OF LATHROP, CALIFORNIA, CONSISTING OF ELEVEN (11) SHEETS,
 AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE
 COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA

THE UNDERSIGNED DOES HEREBY DEDICATE AS EASEMENTS TO THE CITY OF LATHROP FOR PUBLIC
 SCOTT LARSEN DRIVE, CANUTE COURT, POLARIS COURT, HERCULES COURT, MIDDLEBURY DRIVE, AND GASLIGHT
 COURT, AS SHOWN ON THIS FINAL MAP

THE UNDERSIGNED DOES HEREBY DEDICATE TO THE CITY OF LATHROP A NON-EXCLUSIVE EASEMENT TOGETHER
 WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN ROADS, WALKS, CARRIAGES, WAYS, AND
 DRIVEWAYS, AND TO UTILIZE THE SAME, OVER THE STRIPS OF LAND AS SHOWN ON THIS
 FINAL MAP DESIGNATED AS "P.U.E." (PUBLIC UTILITY EASEMENT)

THE UNDERSIGNED DOES HEREBY DEDICATE TO THE CITY OF LATHROP A NON-EXCLUSIVE EASEMENT FOR THE
 PURPOSES OF REPAIR AND MAINTENANCE OF THE SOUND WALL FOR THE AREAS DESIGNATED AS "WALL
 EASEMENT" (W.E.) AS SHOWN ON THIS FINAL MAP

THE UNDERSIGNED DOES HEREBY RELINQUISH TO THE CITY OF LATHROP ALL ABUTTERS RIGHT OF ACCESS TO
 LOTS 6, 7, 30, 31, 37, 50 AND 51, ALONG THE LOT LINES AS INDICATED BY THE SYMBOL ||||| AS
 SHOWN ON THIS FINAL MAP

THE UNDERSIGNED DOES HEREBY DEDICATE TO THE CITY OF LATHROP, IN FEE, PARCELS A, B, AND C, FOR
 THE USE OF THE CITY OF LATHROP AS TRAILS, BIWAYS, STOPS, OR BIWAYS, AND TO PROVIDE FOR
 PEDESTRIAN INGRESS AND EGRESS, FOR THE BENEFIT OF THE PUBLIC, AS SHOWN ON THIS FINAL MAP

THE UNDERSIGNED DOES HEREBY RESERVE PARCEL D FOR PARK PURPOSES; SAID PARCEL IS NOT DEDICATED
 HERETO BUT WILL BE CONVEYED TO ISLAND RECLAMATION DISTRICT NO. 2062 BY SEPARATE DOCUMENT
 SUBSEQUENT TO THE FILING OF THIS FINAL MAP

THE UNDERSIGNED DOES HEREBY RESERVE PARCEL E FOR OPEN SPACE, LANDSCAPING AND TRAIL PURPOSES;
 SAID PARCEL IS NOT DEDICATED HERETO BUT WILL BE CONVEYED TO ISLAND RECLAMATION DISTRICT NO. 2062
 BY SEPARATE DOCUMENT SUBSEQUENT TO THE FILING OF THIS FINAL MAP

THE UNDERSIGNED DOES HEREBY RESERVE PARCEL I FOR FUTURE DEVELOPMENT

OWNER: RIVER ISLANDS STAGE 2A, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____ DATE: _____
 NAME: SUSAN BELL'OSSO
 ITS: PRESIDENT

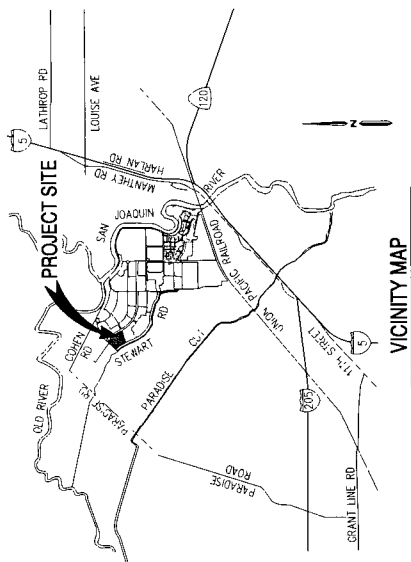
DATED THIS _____ DAY OF _____, 2020

BY: _____
 NAME: _____
 ITS: _____

SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

THIS MAP CONFORMS TO AMENDED VESTING TENTATIVE MAP NO. 3684 APPROVED BY THE PLANNING
 COMMISSION.
 DATED THIS _____ DAY OF _____, 20____

MARK WEISSNER, COMMUNITY DEVELOPMENT DIRECTOR
 CITY OF LATHROP



CITY CLERK'S STATEMENT

I, TERESA YARGAS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, STATE OF
 CALIFORNIA, DO HEREBY STATE THAT THE HEREIN EMBODIED MAP ENTITLED "TRACT 4020, RIVER ISLANDS,
 STAGE 2A, VILLAGE X, CITY OF LATHROP, CALIFORNIA, CONSISTING OF ELEVEN (11) SHEETS, HEREOF, HELD
 BY ME, WAS PRESENTED TO SAID CITY COUNCIL, ON _____, 20____, AND THAT SAID CITY COUNCIL DID THEREUPON
 BY RESOLUTION NO. _____ DULY PASSED AND ADOPTED AT SAID MEETING,
 APPROVE SAID MAP, AND AUTHORIZED ITS RECORDATION, AND ACCEPTED ON BEHALF OF THE CITY OF
 LATHROP, FOR PUBLIC USE, THE DEDICATION OF ALL PUBLIC UTILITY EASEMENTS, WALL EASEMENTS,
 PARCELS A, B, AND C, AND IN FEE, AND THE RELINQUISHMENT OF ACCESS RIGHTS TO LOTS 6, 7, 30, 31, 37,
 50 AND 51 ALONG THE LOT LINES AS INDICATED BY THE SYMBOL ||||| AS SHOWN ON SAID MAP SUBJECT TO THE
 IMPROVEMENTS BEING COMPLETED IN ACCORDANCE WITH CHAPTER 16, TITLE 16 OF THE CITY OF
 LATHROP MUNICIPAL CODE

I FURTHER STATE THAT ALL BONDS AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN MAP, IF APPLICABLE,
 HAVE BEEN APPROVED BY THE CITY COUNCIL OF LATHROP AND FILED IN MY OFFICE

TERESA YARGAS
 CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE
 OF CALIFORNIA

RECORDER'S STATEMENT

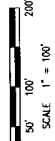
FILED THIS _____ DAY OF _____, 20____, AT _____ M
 IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____ AT THE REQUEST OF OLD REPUBLIC
 TITLE COMPANY
 FEE \$ _____

BY: _____ ASSISTANT/DEPUTY RECORDER
 STATE REGISTERED
 ASSESSOR-RECORDER-COUNTY CLERK
 SAN JOAQUIN COUNTY, CALIFORNIA

EXEMPT FROM FEE PER GOVERNMENT CODE 21388.1, DOCUMENT
 RECORDED IN CONNECTION WITH A CONCURRENT TRANSFER SUBJECT TO
 THE IMPOSITION OF DOCUMENTARY TRANSFER TAX.

TRACT 4020 RIVER ISLANDS - STAGE 2A VILLAGE X

A PORTION OF RANCHO EL RESCADERO, BEING
A SUBDIVISION OF PARCEL 10 TO C15, 39B,
C10, C11, C12, C13, C14, C15, 39B, 39C,
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
NOVEMBER 2020



LEGEND

- MONUMENT PER (R2)
- 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788" PER (R2) AND (R3), RESPECTIVELY, UNLESS OTHERWISE NOTED
- SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- MONUMENT PER (R7)
- 2-1/2" BRASS DISK STAMPED "PLS 7788" TO BE SET PER (R2)
- 2-1/2" BRASS DISK STAMPED "PLS 7788" TO BE SET PER (R7)
- SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- SET 3.00" WITNESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE, RADIAL LINE OR PERPENDICULAR TO STREET CENTERLINE AS NOTED 3/4" x 24" IRON PIPE WITH PLASTIC PLUG "PLS 7788"

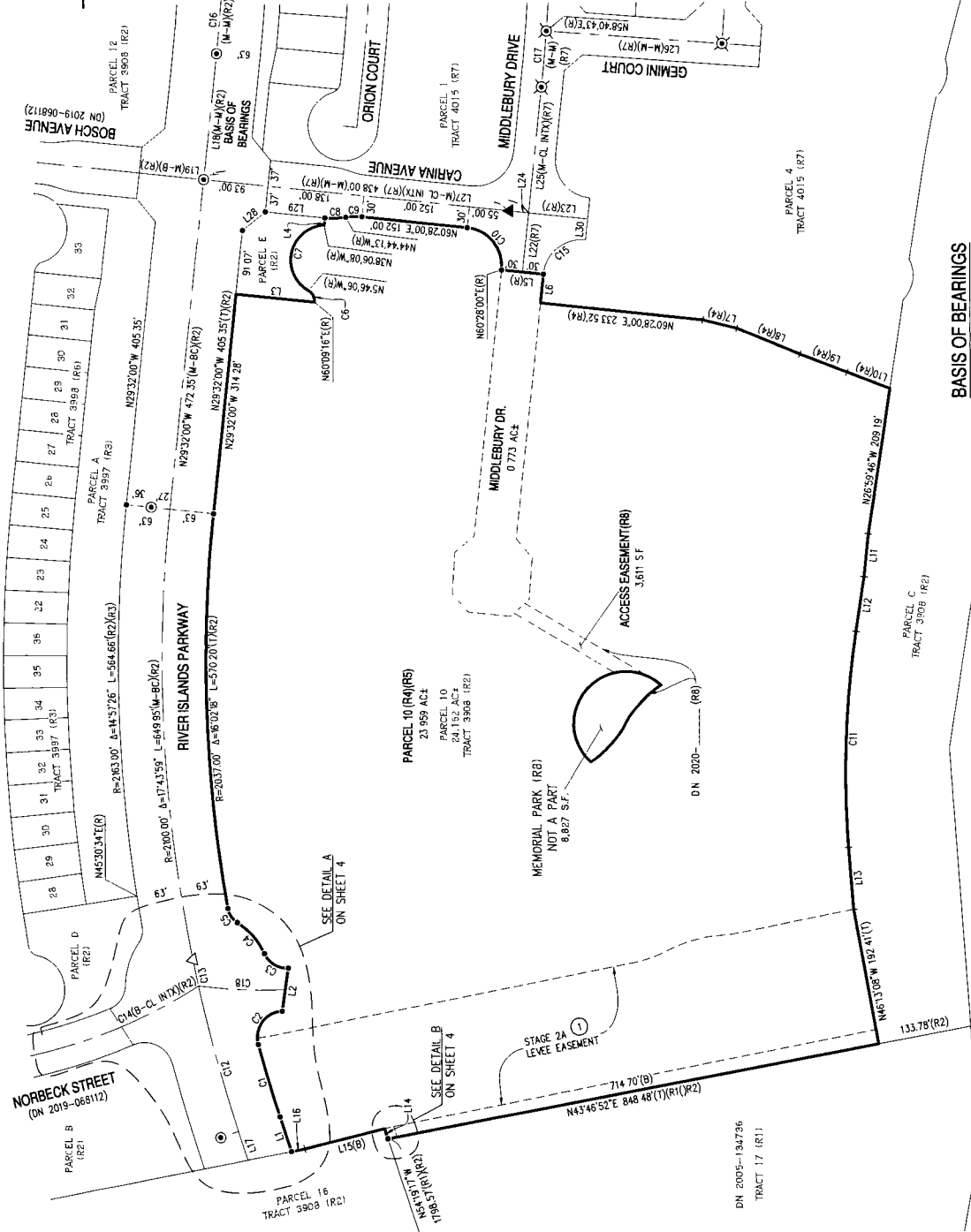
- BOUNDARY
- LOT LINE OR RIGHT-OF-WAY LINE
- EASEMENT LINE
- CENTERLINE
- RESTRICTED ACCESS
- MEASURED AND RECORD DATA PER REFERENCE (R1)
- DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2
- MONUMENT TO MONUMENT
- MONUMENT TO CENTERLINE INTERSECTION
- MONUMENT TO BOUNDARY
- RADIAL BEARING
- TOTAL
- (R)
- (T)
- (B)
- DN
- OR
- MON
- P.U.E
- W.E
- L1/C1
- (1)

NOTES

- 1 SEE SHEET 2 FOR ADDITIONAL NOTES AND REFERENCES
- 2 SEE SHEET 4 FOR LINE, CURVE AND RADIAL LINE TABLES FOR SHEETS 3 AND 4 ONLY

EASEMENT

- 1 STAGE 2A LEVEE EASEMENT IN FAVOR OF ELAND RECLAMATION DISTRICT 2062 RECORDED MAY 31, 2018, HAS DOCUMENT NUMBER 2018-060092, S/LCR
- 2 STAGE 3B LEVEE EASEMENT IN FAVOR OF ELAND RECLAMATION DISTRICT 2062 RECORDED MAY 31, 2018, HAS DOCUMENT NUMBER 2018-060095, S/LCR (SEE DETAIL 8, SHEET 4)



BASIS OF BEARINGS
THE BEARING OF NORTH 2532'00" WEST 308'00" DISTANCE BETWEEN FOUND SURVEYORS ALONG RIVER ISLANDS TRACT 3909 (R2) AND TRACT 4015 (R7) WAS OBTAINED FROM THE LARGE LOT FINAL MAP FILED SEPTEMBER 20, 2018, IN BOOK 43 OF MAPS AND PLATS, AT PAGE 52. OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP (ZONE 3, NAD83). ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

TRACT 4020 RIVER ISLANDS - STAGE 2A VILLAGE X

A PORTION OF PARCEL 16, RESUBDIVISION BEING TRACT 3998, AS SHOWN ON MAP 1005-134739, RECORDED AS DOCUMENT NO. 2019-088158, CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA, NOVEMBER 2020



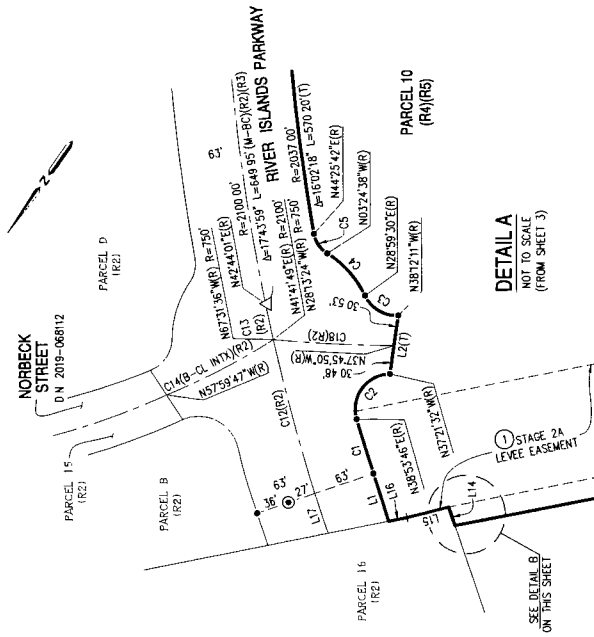
CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C16	2100.00	26°35'17"	974.50'
C17	2568.00	14°71'17"	80.14'
C18	750.00	9°32'26"	124.89'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	2037.00	2°59'05"	106.11'
C2	37.00	103°44'42"	67.00'
C3	35.00	67°11'41"	42.22'
C4	105.00	32°24'08"	59.38'
C5	30.00	47°50'20"	25.05'
C6	17.00	65°55'22"	19.56'
C7	50.00	14°39'58"	128.86'
C8	113.00	15°12'13"	26.98'
C9	87.00	15°12'13"	23.09'
C10	55.00	90°00'00"	86.39'
C11	1359.00	13°08'07"	311.56'
C12	2100.00	5°47'06"	212.05'
C13	2100.00	1°02'12"	38.00'
C14	750.00	9°31'49"	124.75'
C15	55.00	90°00'00"	86.39'

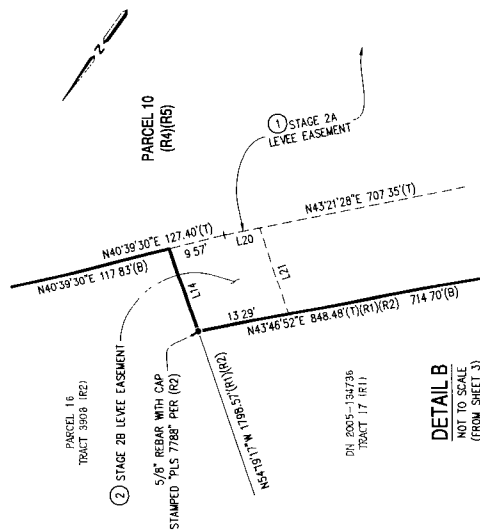
LINE TABLE		
LINE	DIRECTION	LENGTH
L16	N43°21'28"E	19.57'
L17	N65°05'19"W	43.17'
L18	N29°32'00"W	180.52'
L19	N60°28'00"E	93.00'
L20	N43°21'28"E	3.87'
L21	N53°51'37"W	15.45'
L22	N28°32'00"W	85.00'
L23	N60°28'00"E	85.00'
L24	N60°28'00"E	30.00'
L25	N29°32'00"W	180.52'
L26	N58°40'43"E	252.00'
L27	N60°28'00"E	488.00'
L28	N15°28'00"E	42.43'
L29	N60°28'00"E	85.55'
L30	N29°32'00"W	30.00'

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N54°05'19"W	51.41'
L2	N27°04'44"W	61.01'
L3	N60°28'00"E	113.00'
L4	N29°32'00"W	10.40'
L5	N60°28'00"E	60.00'
L6	N29°32'00"W	41.00'
L7	N68°24'43"E	50.15'
L8	N76°48'00"E	97.08'
L9	N75°19'59"E	72.35'
L10	N75°16'08"E	65.85'
L11	N29°47'35"W	61.48'
L12	N26°59'46"W	79.37'
L13	N40°07'53"W	89.98'
L14	N54°38'13"W	14.93'
L15	N40°39'30"E	117.83'

LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 3 AND 4 ONLY



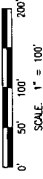
DETAIL A
NOT TO SCALE
(FROM SHEET 3)



DETAIL B
NOT TO SCALE
(FROM SHEET 3)

TRACT 4020 RIVER ISLANDS - STAGE 2A VILLAGE X

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 10 OF LA-19-58,
RECORDED AS SUBDIVISION MAP 4019-79418,
CITY OF LAINING, SAN JOAQUIN COUNTY, CALIFORNIA
NOVEMBER, 2020

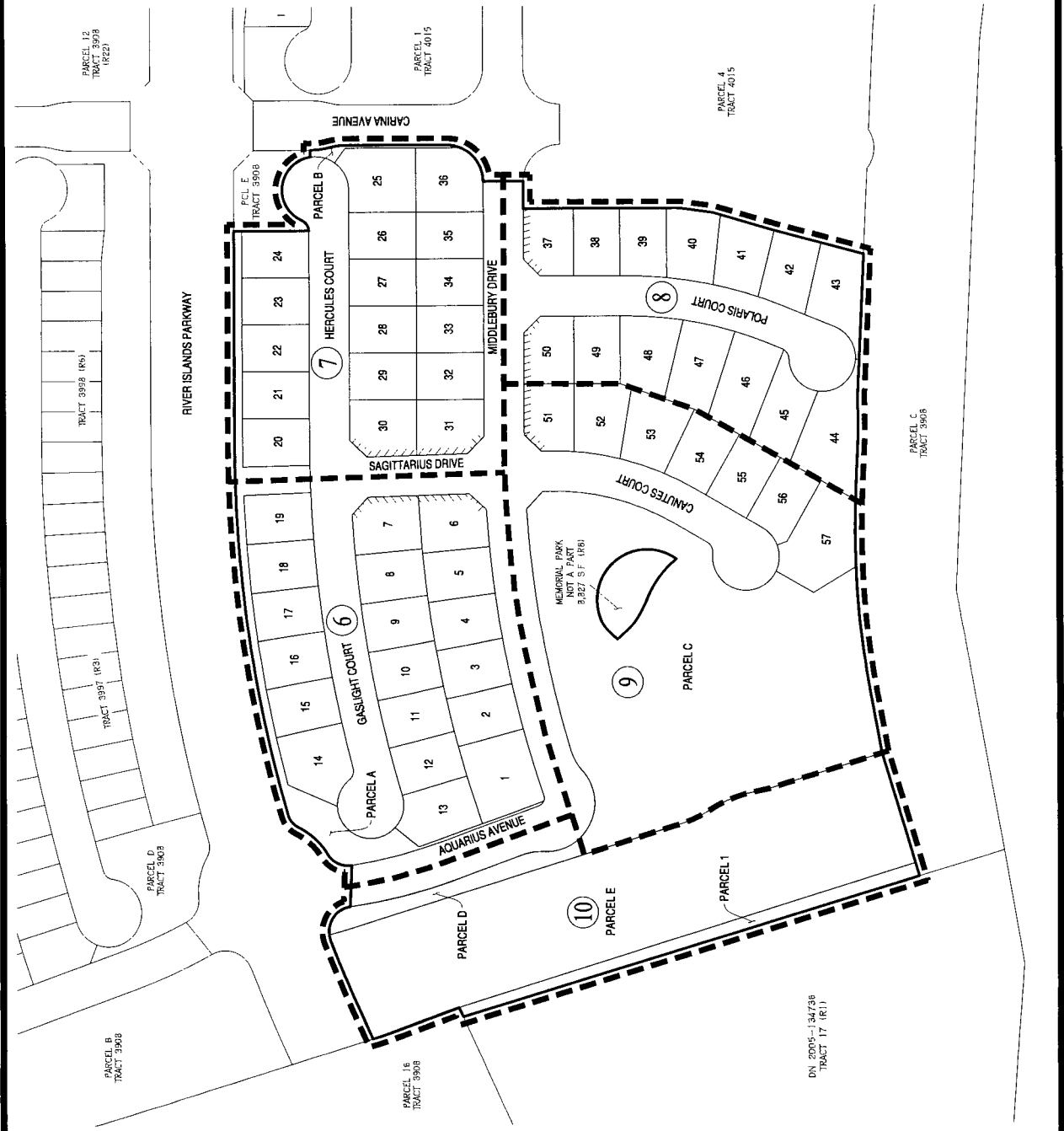


SHEET INDEX

LEGEND

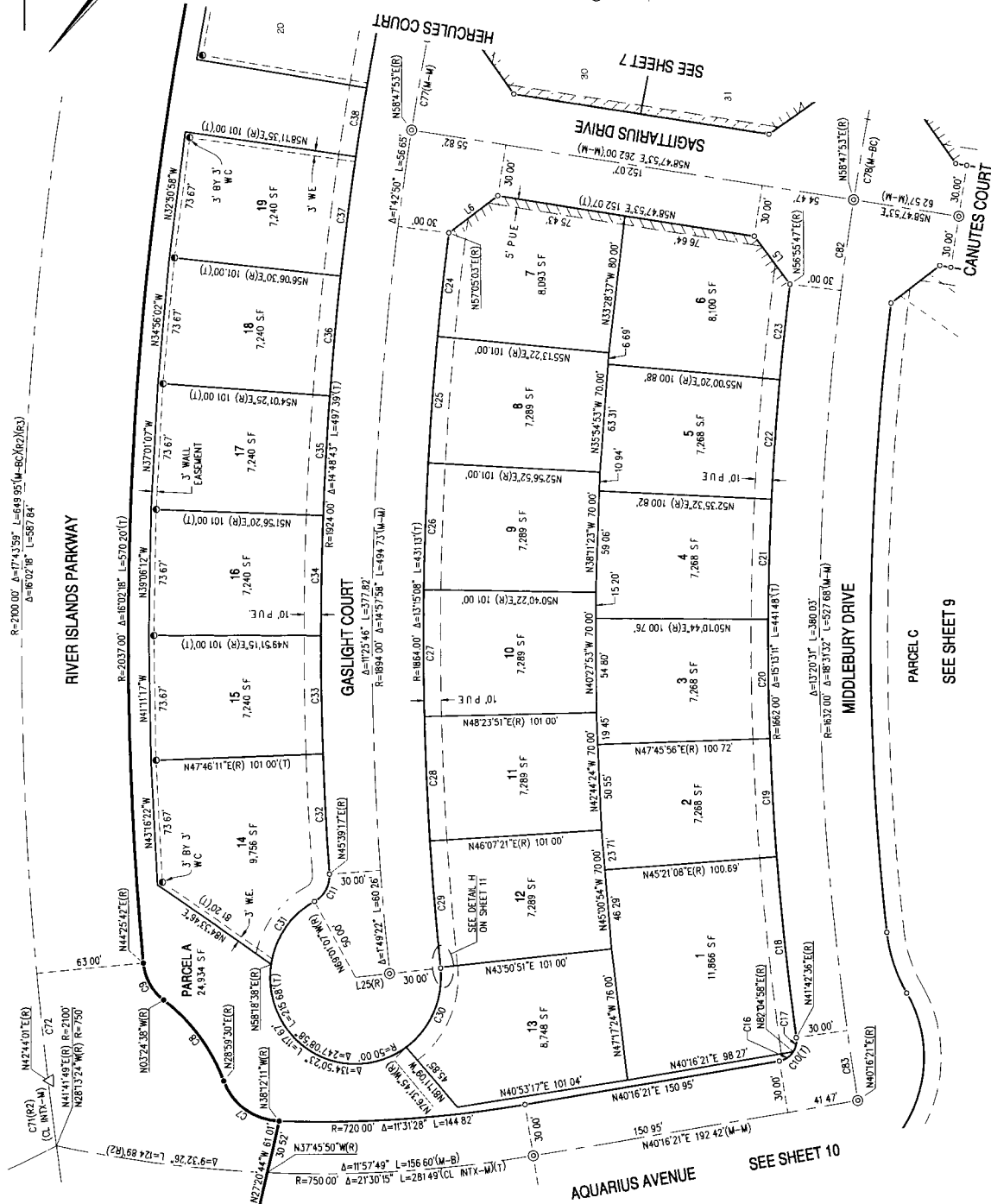
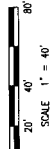
- BOUNDARY
- LOT LINE
- SHEET NUMBER
- RESTRICTED ACCESS
- SHEET LIMIT LINE

7



TRACT 4020 RIVER ISLANDS - STAGE 2A VILLAGE X

A PORTION OF RANCHO EL PESCAUERO, BEING A SUBDIVISION OF CERTAIN LANDS, RECORDS DOCUMENT NO. 0059-08858, CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
NOVEMBER 2020



- ### NOTES
- SEE SHEET 2 FOR ADDITIONAL NOTES AND REFERENCES
 - SEE SHEET 3 FOR LEGEND, EXISTING EASEMENTS, AND BASIS OF BEARINGS
 - SEE SHEET 11 FOR LINE AND CURVE TABLES
- ① EASEMENT REFERENCE NUMBER - SEE SHEET 3

MONUMENTATION NOTES

- MONUMENT PER (R2)
- 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788" PER (R2) AND (R3), RESPECTIVELY; UNLESS OTHERWISE NOTED
- ⊗ SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- ⊙ MONUMENT PER (R7)
- △ 2-1/2" BRASS DISK STAMPED "PLS 7788" TO BE SET PER (R2)
- ▲ 2-1/2" BRASS DISK STAMPED "PLS 7788" TO BE SET PER (R7)
- ⊕ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- SET 3.00" WIRELESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE, RADIAL LINE OR PERPENDICULAR TO STREET CENTERLINE AS NOTED 3/4" x 24" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED) SET 1 1/2" BRASS DISK STAMPED "PLS 7788" IN SIDE WALK 1'00" ON PROPERTY LINE PROJECTION, TOWARDS STREET CENTERLINE, FOR ALL FRONT LOT CORNERS
- T

TRACT 4020 RIVER ISLANDS - STAGE 2A VILLAGE X

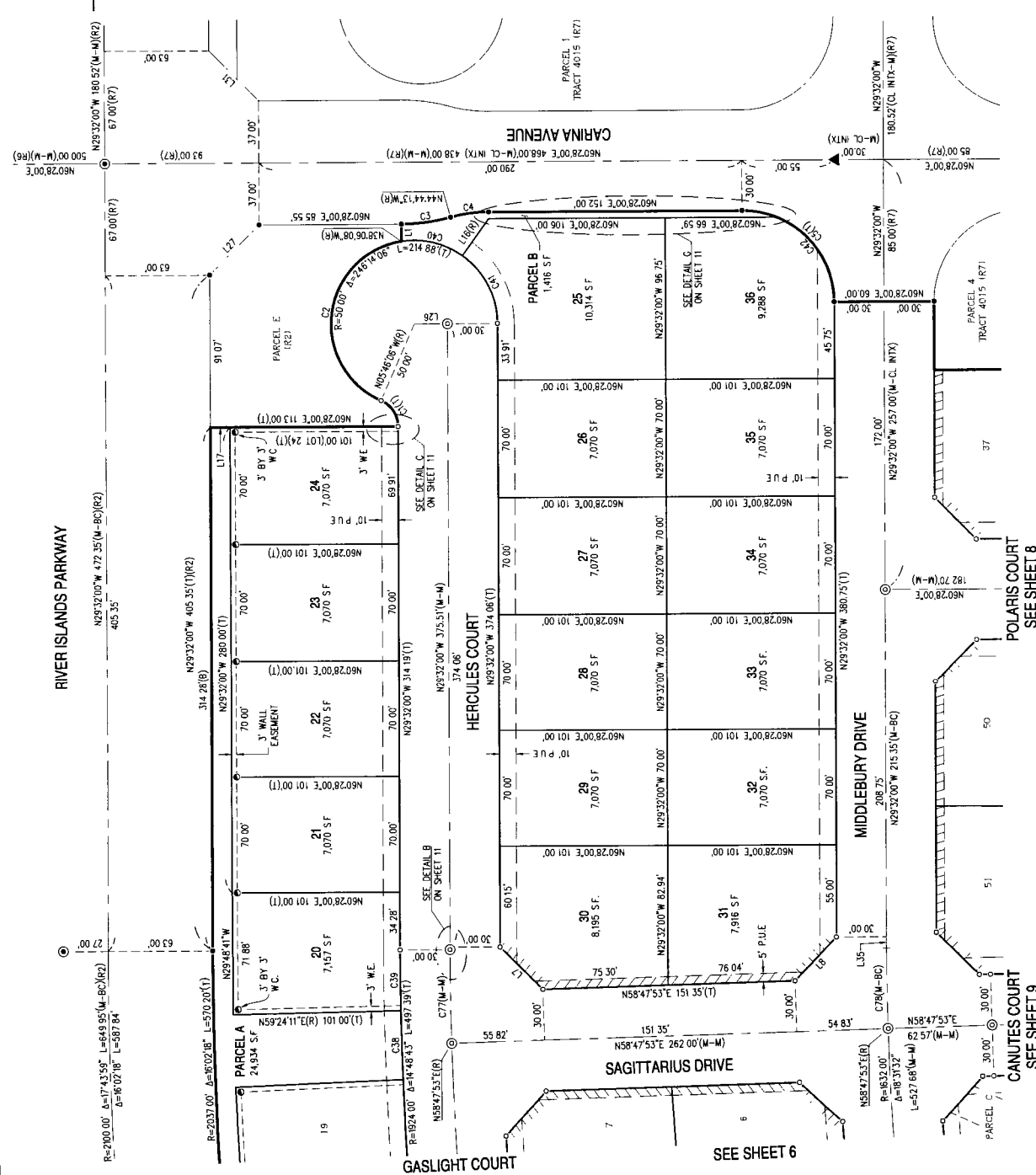
A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 10 OF LOT 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.



- ### NOTES
- SEE SHEET 2 FOR ADDITIONAL NOTES AND REFERENCES.
 - SEE SHEET 3 FOR LEGEND, EXISTING EASEMENTS, AND BASIS OF BEARINGS.
 - SEE SHEET 11 FOR LINE AND CURVE TABLES.
- ① EASEMENT REFERENCE NUMBER - SEE SHEET 3

MONUMENTATION NOTES

- MONUMENT PER (R2)
- 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788" PER (R2) AND (R3), RESPECTIVELY, UNLESS OTHERWISE NOTED
- ⊗ SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" MONUMENT PER (R7)
- △ 2-1/2" BRASS DISK STAMPED "PLS 7788" TO BE SET PER (R2)
- ▲ 2-1/2" BRASS DISK STAMPED "PLS 7788" TO BE SET PER (R7)
- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- SET 3.00" WIRELESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE, RADIAL LINE OR PERPENDICULAR TO STREET CENTERLINE AS NOTED. 3/4" x 24" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED) SET 1/2" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 1.00' ON PROPERTY LINE PROJECTION, TOWARDS STREET CENTERLINE, FOR ALL FRONT LOT CORNERS
- T

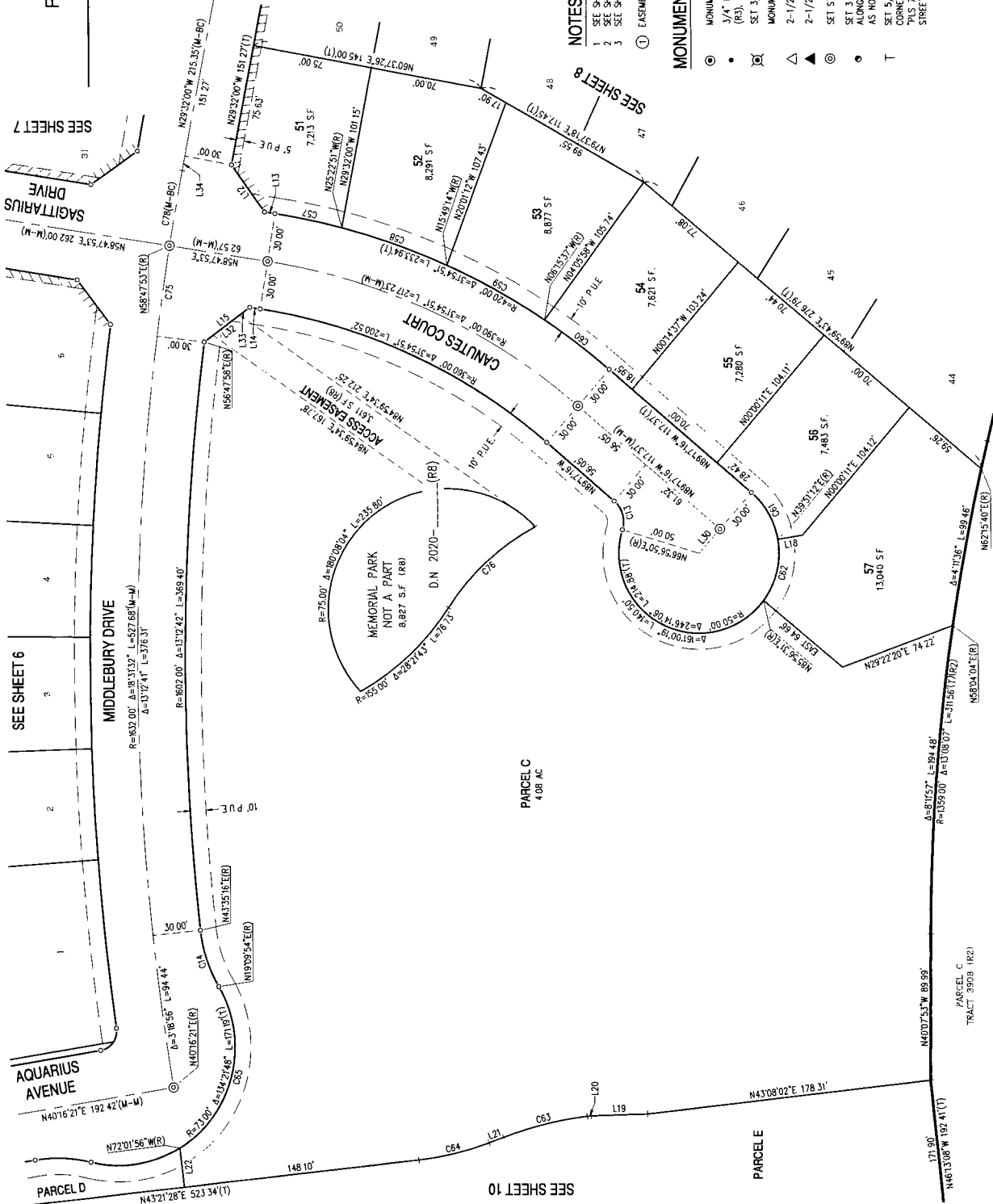


TRACT 4020
RIVER ISLANDS - STAGE 2A
VILLAGE X

A PORTION OF MANHOLE ESCADERO, BEING A SUBDIVISION OF TRACT 4020, AS RECORDED AS DOCUMENT NO. 2019-088158, CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA, NOVEMBER 2020



SCALE 1" = 40'



NOTES

1. SEE SHEET 2 FOR ADDITIONAL NOTES AND REFERENCES
2. SEE SHEET 3 FOR LEGEND, EXISTING EASEMENTS, AND BASIS OF BEARINGS
3. SEE SHEET 11 FOR LINE AND CORNER TABLES

MONUMENTATION NOTES

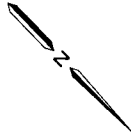
- MONUMENT PER (R2)
- 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788" PER (R2) AND (R3), RESPECTIVELY, UNLESS OTHERWISE NOTED
- ⊗ SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" MONUMENT PER (R7)
- △ 2-1/2" BRASS DISK STAMPED "PLS 7788" TO BE SET PER (R2)
- ▲ 2-1/2" BRASS DISK STAMPED "PLS 7788" TO BE SET PER (R7)
- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788" ALONG LOT BOUNDARIES UNLESS OTHERWISE NOTED, MEASURED AS NOTED. 3/4" x 24" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- SET 3.00" WITNESS CORNER (W.C.) UNLESS OTHERWISE NOTED, MEASURED AS NOTED. 3/4" x 24" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- ⊕ SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 1 1/2" BRASS DISK STAMPED "PLS 7788" FOR SIDEWALK LOC. PROPERTY LINE PROJECTION, TOWARDS STREET CENTERLINE, FOR ALL FRONT LOT CORNERS.

TRACT 4020 RIVER ISLANDS - STAGE 2A VILLAGE X

A PORTION OF RANCHO EL PESQUERO, BEING
TRACT 4020, COUNTY OF SAN JOAQUIN,
RECORDED AS DOCUMENT NO. 2019-088156
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
NOVEMBER 2020



0' 20' 40' 80'
SCALE 1" = 40'



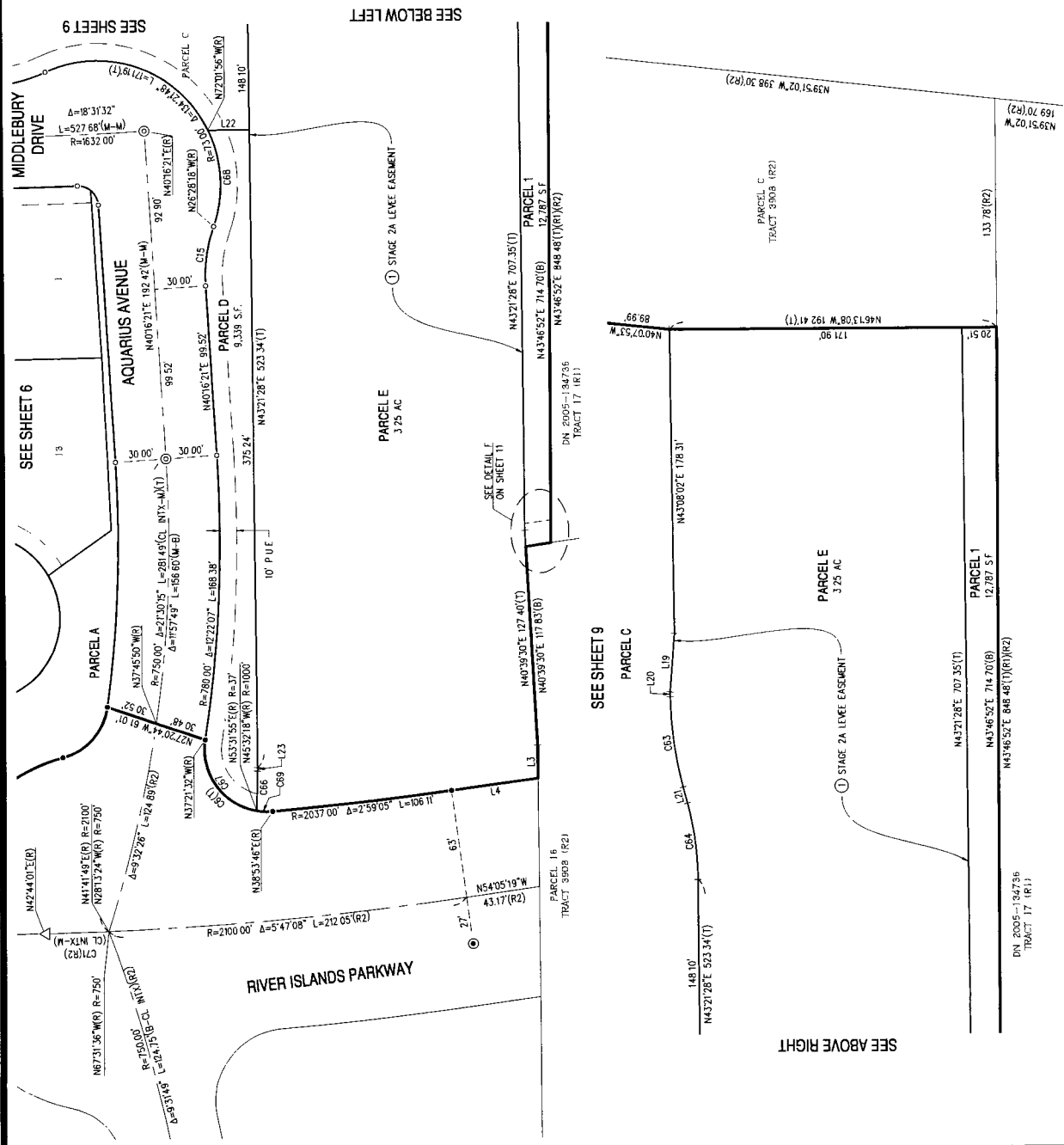
NOTES

1. SEE SHEET 2 FOR ADDITIONAL NOTES AND REFERENCES
2. SEE SHEET 3 FOR LEGEND, EXISTING EASEMENTS, AND BASIS OF BEARINGS
3. SEE SHEET 11 FOR LINE AND CURVE TABLES

① EASEMENT REFERENCE NUMBER - SEE SHEET 3

MONUMENTATION NOTES

- ⊙ MONUMENT PER (R2)
- 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788" PER (R2) AND (R3), RESPECTIVELY, UNLESS OTHERWISE NOTED
- ⊗ SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" MONUMENT PER (R7)
- △ 2-1/2" BRASS DISK STAMPED "PLS 7788" TO BE SET PER (R2)
- ▲ 2-1/2" BRASS DISK STAMPED "PLS 7788" TO BE SET PER (R7)
- ⊕ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- SET 3.00' WITNESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE, RADIAL LINE OR PERPENDICULAR TO STREET CENTERLINE AS NOTED. 3/4" x 24" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED) SET 1.17' BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 1.00' ON PROPERTY LINE PROJECTION, TOWARDS STREET CENTERLINE, FOR ALL FRONT LOT CORNERS
- T



TRACT 4020 RIVER ISLANDS - STAGE 2A VILLAGE X

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 10 OF LL-18-98,
AS SHOWN ON MAP 18-98-001, FILED FOR
RECORD IN THE COUNTY CLERK'S OFFICE,
CITY OF LARCHMONT, SAN JOAQUIN COUNTY, CALIFORNIA
NOVEMBER, 2020



CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C81	1359.00	13.0807°	311.56
C82	1632.00	132.06°	53.22
C83	1632.00	126.16°	40.95

LINE TABLE			CURVE TABLE			
LINE	DIRECTION	LENGTH	CURVE	RADIUS	DELTA	LENGTH
L1	N2832.00°W	10.40'	C1	17.00	6674.06°	9.78'
L2	N4330.13°W	14.93'	C2	50.00	14739.56°	24.43'
L3	N4371.28°E	19.57'	C3	113.00	15121.33°	29.98'
L4	N5405.19°W	51.41'	C4	87.00	15121.33°	23.09'
L5	N7708.01°W	34.77'	C5	55.00	9070.00°	86.39'
L6	N1256.28°E	35.88'	C6	37.00	10344.42°	67.00'
L7	N1282.00°W	35.87'	C7	36.00	8711.41°	42.22'
L8	N1437.57°E	35.87'	C8	105.00	3224.08°	59.36'
L9	N4321.28°E	35.86'	C9	30.00	4750.20°	25.05'
L10	N8230.96°E	20.52'	C10	12.00	8833.45°	18.55'
L11	N1528.00°E	35.36'	L31	N7432.00°W	24.04'	19.38'
L12	N1522.00°W	35.87'	L32	S1247.55°W	21.01'	18.65'
L13	N5847.53°E	6.63'	L33	S1247.55°W	7.95'	18.65'
L14	N5847.53°E	6.61'	L34	N2832.00°W	9.08'	37.08'
L15	N1247.55°E	35.97'	C14	87.00	2425.22°	37.08'
L16	N604.25°E	27.29'	C15	87.00	2315.21°	35.31'
L17	N6028.00°E	12.00'	C16	12.00	4811.23°	18.09'
L18	N4071.07°E	15.70'	C17	12.00	4072.22°	8.46'
L19	N4802.36°E	35.06'	C18	1662.00	338.32°	105.65'
L20	N4378.02°E	2.66'	C19	1662.00	224.48°	70.00'
			C20	1662.00	224.48°	70.00'

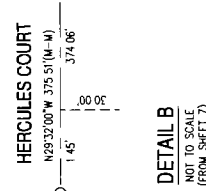
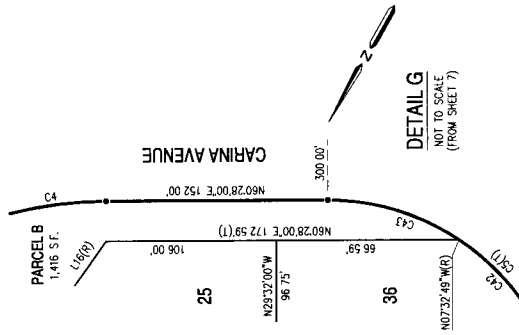
CURVE TABLE			CURVE TABLE		
CURVE	RADIUS	DELTA	LENGTH	DELTA	LENGTH
C84	630.00	54.009°	82.34'	45.16'	
C85	630.00	62.710°	70.04'	45.16'	
C86	630.00	62.720°	70.07'	23.61'	
C87	630.00	346.537°	61.59'	57.54'	
C88	50.00	7070.308°	61.39'	58.05'	
C89	37.00	1438.009°	9.45'		
C70	55.00	9070.00°	86.39'		
C71	2100.00	102.12°	38.00'		
C72	2100.00	141.41°	62.11'		
C73	17.00	6555.22°	19.56'		
C74	1632.00	155.96°	55.04'		
C75	1632.00	159.55°	56.93'		
C76	146.00	2923.00°	56.66'		
C77	1884.00	140.07°	55.16'		
C78	1632.00	140.07°	47.53'		
C79	1864.00	000.96°	0.51'		
C80	17.00	018.44°	0.09'		

CURVE TABLE			CURVE TABLE		
CURVE	RADIUS	DELTA	LENGTH	DELTA	LENGTH
C41	50.00	5423.35°	47.47'		
C42	55.00	6890.49°	65.29'		
C43	55.00	2159.11°	21.11'		
C44	630.00	54.009°	82.34'		
C45	630.00	62.710°	70.04'		
C46	630.00	62.720°	70.07'		
C47	630.00	346.537°	61.59'		
C48	50.00	7070.308°	61.39'		
C49	1359.00	044.34°	17.62'		
C50	50.00	9510.04°	83.05'		
C51	50.00	8043.24°	70.44'		
C52	17.00	5520.39°	18.42'		
C53	17.00	1053.27°	3.23'		
C54	570.00	528.12°	54.42'		
C55	570.00	756.36°	79.35'		
C56	570.00	844.48°	87.02'		
C57	420.00	549.16°	42.87'		
C58	420.00	933.37°	70.08'		
C59	420.00	933.37°	70.08'		
C60	420.00	658.21°	51.11'		

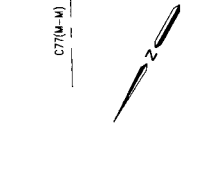
CURVE TABLE			CURVE TABLE		
CURVE	RADIUS	DELTA	LENGTH	DELTA	LENGTH
C21	1662.00	224.48°	70.00'		
C22	1662.00	224.48°	70.00'		
C23	1662.00	155.27°	55.82'		
C24	1864.00	151.41°	60.56'		
C25	1864.00	216.30°	74.01'		
C26	1864.00	216.30°	74.01'		
C27	1864.00	216.30°	74.02'		
C28	1864.00	216.30°	74.01'		
C29	1864.00	216.30°	74.01'		
C30	50.00	5938.20°	52.04'		
C31	50.00	5240.15°	45.96'		
C32	1924.00	206.54°	71.02'		
C33	1924.00	205.04°	70.00'		
C34	1924.00	205.05°	70.01'		
C35	1924.00	205.05°	70.01'		
C36	1924.00	205.05°	70.01'		
C37	1924.00	205.05°	70.01'		
C38	1924.00	172.36°	40.63'		
C39	1924.00	103.49°	35.72'		
C40	50.00	4410.33°	38.55'		

CURVE TABLE			CURVE TABLE		
CURVE	RADIUS	DELTA	LENGTH	DELTA	LENGTH
C1	17.00	6674.06°	9.78'		
C2	50.00	14739.56°	24.43'		
C3	113.00	15121.33°	29.98'		
C4	87.00	15121.33°	23.09'		
C5	55.00	9070.00°	86.39'		
C6	37.00	10344.42°	67.00'		
C7	36.00	8711.41°	42.22'		
C8	105.00	3224.08°	59.36'		
C9	30.00	4750.20°	25.05'		
C10	12.00	8833.45°	18.55'		
C11	17.00	6519.36°	19.38'		
C12	17.00	6674.06°	18.65'		
C13	17.00	6674.06°	18.65'		
C14	87.00	2425.22°	37.08'		
C15	87.00	2315.21°	35.31'		
C16	12.00	4811.23°	18.09'		
C17	12.00	4072.22°	8.46'		
C18	1662.00	338.32°	105.65'		
C19	1662.00	224.48°	70.00'		
C20	1662.00	224.48°	70.00'		

LINE TABLE			CURVE TABLE			
LINE	DIRECTION	LENGTH	CURVE	RADIUS	DELTA	LENGTH
L21	N2832.00°W	9.78'	C1	17.00	6674.06°	9.78'
L22	N4630.32°W	24.43'	C2	50.00	14739.56°	24.43'
L23	N4548.52°E	1.89'	C3	113.00	15121.33°	29.98'
L24	N5251.37°W	15.45'	C4	87.00	15121.33°	23.09'
L25	N4346.55°E	20.00'	C5	55.00	9070.00°	86.39'
L26	N6078.00°E	20.00'	C6	37.00	10344.42°	67.00'
L27	N1282.00°E	42.43'	C7	36.00	8711.41°	42.22'
L28	N12024°W	20.00'	C8	105.00	3224.08°	59.36'
L29	N4321.28°E	35.87'	C9	30.00	4750.20°	25.05'
L30	N04244°E	20.00'	C10	12.00	8833.45°	18.55'
L31	N7432.00°W	24.04'	L31	N7432.00°W	24.04'	19.38'
L32	S1247.55°W	21.01'	L32	S1247.55°W	21.01'	18.65'
L33	S1247.55°W	7.95'	L33	S1247.55°W	7.95'	18.65'
L34	N2832.00°W	9.08'	L34	N2832.00°W	9.08'	37.08'



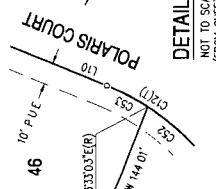
DETAIL B
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(FROM SHEET 7)



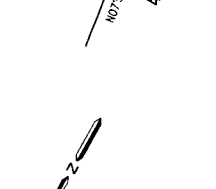
DETAIL C
NOT TO SCALE
(FROM SHEET 7)



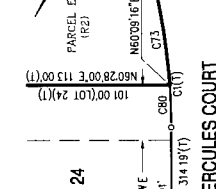
DETAIL D
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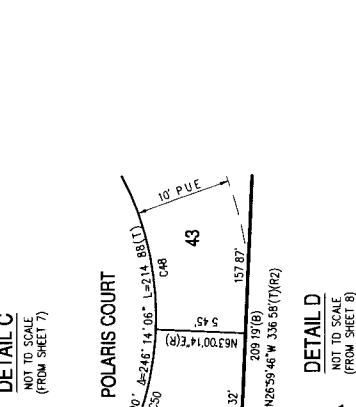
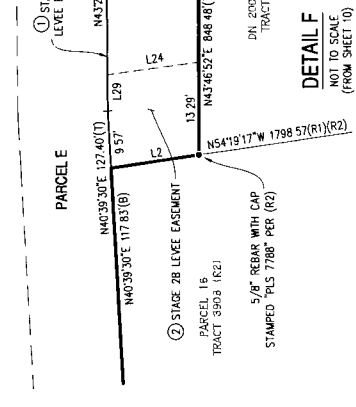
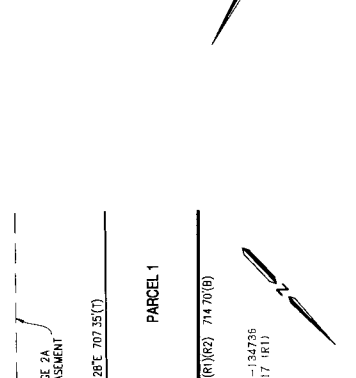
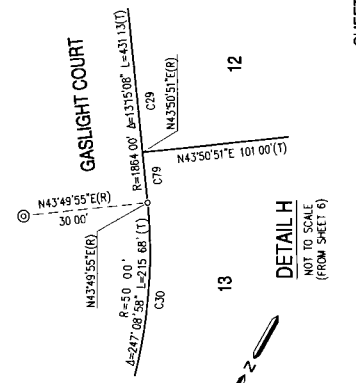
DETAIL E
NOT TO SCALE
(FROM SHEET 8)



DETAIL F
NOT TO SCALE
(FROM SHEET 10)



DETAIL G
NOT TO SCALE
(FROM SHEET 10)



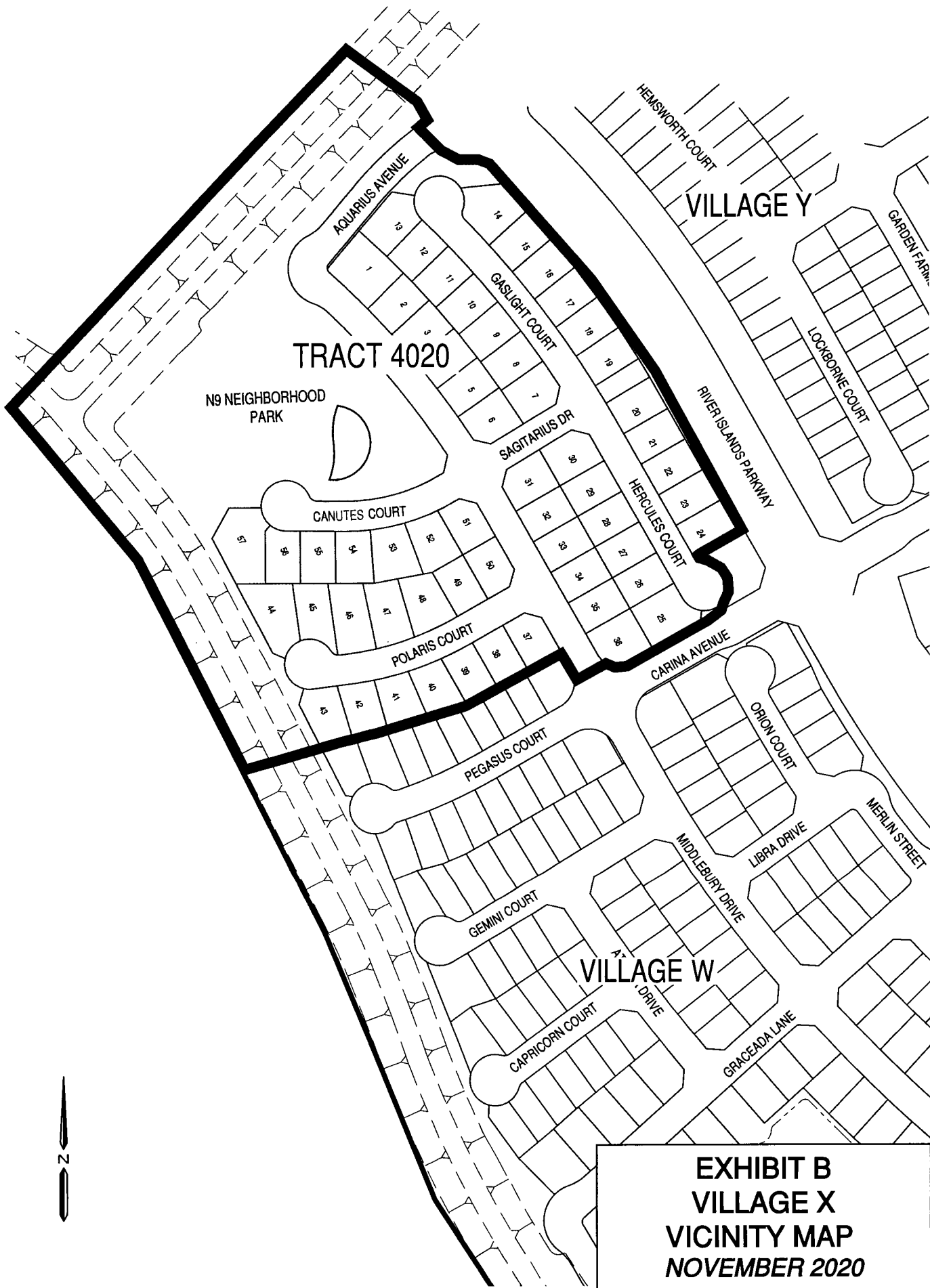


EXHIBIT B
VILLAGE X
VICINITY MAP
NOVEMBER 2020

EXHIBIT "C"

CITY INSURANCE REQUIREMENTS

1. The Subdivider shall obtain commercial general liability insurance companies licensed to do business in the State of California with an A.M. Best Company rating Insurance rating of no less than A:VII which provides coverage for bodily injury, personal injury and property damage liability in the amount of at least \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.

Said insurance coverage shall be evidenced by a certificate of insurance with policy endorsements, executed by an authorized official of the insurer(s). All parties to the Subdivision Improvement Agreement must be named insured on the policy. The policy endorsements to be attached to the certificate must provide all the following:

a. Name the City of Lathrop, its officers, City Council, boards and commissions, and members thereof, its employees and agents as additional insured as respects to any liability arising out of the activities of the named insured. A CG 2010 or CG 2026 endorsement form or the equivalent is the appropriate form.

b. State that "the insurance coverage afforded by this policy shall be primary insurance as respects to the City of Lathrop, its officers, employees and agents. Any insurance or self-insurance maintained by the City of Lathrop, its officers, employees, or agents shall be in excess of the insurance afforded to the named insured by this policy and shall not contribute to any loss.

c. Include a statement that, "the insurer will provide to the City at least thirty (30) days prior notice of cancellation or material change in coverage." The above language can be included on the additional insured endorsement form or on a separate endorsement form.

d. The policy must contain a cross liability or severability of interest clause.

e. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/17/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: United Specialty Insurance Company	NAIC # 12537
INSURED River Islands Stage 2A, LLC 73 W Stewart Rd Lathrop, CA 95330	INSURER B: Starr Surplus Lines Insurance Company	13604
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** W17893181 **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			ATN-SF1811644P	03/19/2018	03/19/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			BTN1814514W	03/19/2018	03/19/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Excess Liability			1000024047	03/19/2018	03/19/2021	Each Occ/Agg: 7,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Village X, FM Tract 4020

City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents are included as Additional Insureds as respects to General Liability. General Liability shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by City of Lathrop, its officers, employees and agents.

CERTIFICATE HOLDER **CANCELLATION**

City of Lathrop 390 Towne Centre Drive Lathrop, CA 95330	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
City of Lathrop its officers, City Council, boards and commissions and members thereof, its employees and agents 390 Towne Centre Drive Lathrop, CA 95330	As Required By Written Contract, Fully Executed Prior To The Named Insured's Work
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- 1 Your acts or omissions; or
- 2 The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- 1 All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional in-sured(s) at the location of the covered operations has been completed; or
- 2 That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY – PLEASE READ IT CAREFULLY

USIC VEN 016 11 10 07

**Named Insured: River Islands Development, LLC
Policy Number: ATN-SF1811644P**

**PRIMARY AND NON-CONTRIBUTING INSURANCE
(Third Party's Sole Negligence)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

The following is added to Section IV – Commercial General Liability Conditions, Paragraph 4:

Section IV: Commercial General Liability Conditions

4. Other Insurance:

- d. Notwithstanding the provisions of sub-paragraphs a, b, and c of this paragraph 4, with respect to the Third Party shown below, it is understood and agreed that in the event of a claim or "suit" arising out of the Named Insured's sole negligence, this insurance shall be primary and any other insurance maintained by the additional insured named as the Third Party below shall be excess and non-contributory.

The Third Party to whom this endorsement applies is:

City of Lathrop, its officers, City Council,
boards and commissions and members thereof,
its employees and agents
390 Towne Centre Drive
Lathrop, CA 95330

Absence of a specifically named Third Party above means that the provisions of this endorsement apply "as required by written contractual agreement with any Third party for whom you are performing work."

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

USIC VEN 078 03 11 07

**Named Insured: River Islands Development, LLC
Policy Number: ATN-SF1811644P**

THIRD PARTY CANCELLATION NOTICE

This endorsement shall not serve to increase our limits of insurance, as described in **SECTION III - LIMITS OF INSURANCE.**

This endorsement modifies Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

If we cancel this policy for any reason other than nonpayment of premium, we will mail notification to the persons or organizations shown in the schedule below (according to the number of days listed below) once the Named Insured has been notified.

If we cancel this coverage for nonpayment of premium, we will mail a copy of such written notice of cancellation to the name and address below at least 10 days prior to the effective date of such cancellation.

Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE

<u>Name and Address of Other Person/Organization</u>	<u>Number of Days Notice</u>
City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents 390 Towne Centre Drive Lathrop, CA 95330	30 Days

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

EXHIBIT "D"
UNFINISHED IMPROVEMENT COST ESTIMATE

ENGINEER'S BOND ESTIMATE
COST TO COMPLETE
RIVER ISLANDS - PHASE 2A
VILLAGE X (57 LOTS)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

October 2, 2020
Job No.: 25502-89

Item	Description	Quantity	Unit	Unit Price	Amount
1	Striping (0% Completion)	1	LS	\$ 5,000.00	\$ 5,000.00
2	N9 Neighborhood Park (0% Completion)	1	LS	\$ 2,829,540.00	\$ 2,829,540.00
TOTAL COST TO COMPLETE					\$ 2,834,540.00

Notes:

- 1) Estimate for cost to complete based on contractor's note for Village X dated 9/25/2020
- 2) Estimate for cost to complete based on O'Dell Engineering Estimate dated 10/2/2020 (attached)



River Islands - N9 Park

100% Submittal

OPINION OF PROBABLE COST

Lathrop, CA

10/2/2020

ITEM DESCRIPTION	UNIT	QUANT.	UNIT COST	AMOUNT
A. Site Preparation/Utilities				
1 Site Grading (Rough/Fine)	SF	207,682	\$ 0.95	\$ 197,297.90
2 Storm Drain Inlet Tie-In	EA	1	\$ 8,000.00	\$ 8,000.00
3 Storm Drain Inlet	EA	15	\$ 3,500.00	\$ 52,500.00
4 Area Drain Inlet	EA	5	\$ 500.00	\$ 2,500.00
5 12" Storm Drain Line	LF	318	\$ 60.00	\$ 19,080.00
7 6" Storm Drain Line	LF	1,310	\$ 40.00	\$ 52,400.00

			SUB-TOTAL	\$ 331,777.90
B. Flatwork / Surfacing				
1 Natural colored 6" Conc. Flatwork	SF	20,110	\$ 12.00	\$ 241,320.00
2 Playground Safety Surfacing - Pour-in-Place Rubber	SF	4,814	\$ 25.00	\$ 120,350.00
3 Playground Safety Surfacing - Fibar	CY	385	\$ 75.00	\$ 28,875.00
4 Snakes & Ladders Game	EA	1	\$ 13,000.00	\$ 13,000.00
5 DG Surfacing	SF	1,496	\$ 15.00	\$ 22,440.00
6 12" Concrete Mow Curb	LF	1,164	\$ 20.00	\$ 23,280.00
7 Aluminum Edging	LF	1,350	\$ 12.45	\$ 16,807.50
8 12" Playground Curb	LF	260	\$ 140.00	\$ 36,400.00
9 12" Playground Curb with Concrete Extension	LF	81	\$ 140.00	\$ 11,340.00
10 Sidewalk with Playground Edge	LF	174	\$ 140.00	\$ 24,360.00
11 ADA Ramp	EA	1	\$ 3,000.00	\$ 3,000.00
12 Playground Entry Ramp	EA	3	\$ 2,000.00	\$ 6,000.00

			SUB-TOTAL	\$ 547,172.50
C. Furnishings / Equipment / Structures				
1 Benches	EA	4	\$ 1,015.00	\$ 4,060.00
2 Trash Receptacles	EA	3	\$ 575.00	\$ 1,725.00
3 Recycling Receptacles	EA	3	\$ 535.00	\$ 1,605.00
4 Picnic Table	EA	6	\$ 685.00	\$ 4,110.00
5 Bike Rack	EA	3	\$ 265.00	\$ 795.00
6 BBQ - Group	EA	2	\$ 3,050.00	\$ 6,100.00
7 Drinking Fountain w/Dog Bowl	EA	1	\$ 5,000.00	\$ 5,000.00
8 Removable Bollards	EA	3	\$ 2,000.00	\$ 6,000.00
9 Boulder - Small	EA	10	\$ 585.00	\$ 5,850.00
10 Boulder - Medium	EA	15	\$ 2,105.00	\$ 31,575.00
11 Boulder - Large	EA	10	\$ 4,289.00	\$ 42,890.00
12 Boulder - Rectangular	EA	6	\$ 4,289.00	\$ 25,734.00
13 Washed River Cobbles - Assorted sizes (at Statue)	SF	2,299	\$ 5.50	\$ 12,644.50
14 Custom Octagonal Shade Structure	EA	1	\$ 105,000.00	\$ 105,000.00

			SUB-TOTAL	\$ 253,088.50
D. Playground Equipment				
1 Vibra Chimes	EA	1	\$ 13,000.00	\$ 13,000.00
2 Swirl Saucer	EA	1	\$ 5,900.00	\$ 5,900.00
3 Bear Cave	EA	1	\$ 39,500.00	\$ 39,500.00
4 Grass Blade Beam	EA	1	\$ 7,300.00	\$ 7,300.00
5 Log Stepping Forms	EA	1	\$ 8,300.00	\$ 8,300.00

6	Turtle Pod Stepper	EA	1	\$ 3,100.00	\$ 3,100.00
7	KLD Spin-02	EA	1	\$ 9,400.00	\$ 9,400.00
8	Yokut Roundhouse Climber	EA	1	\$ 266,850.00	\$ 266,850.00
9	Double Belt Swing	EA	1	\$ 7,050.00	\$ 7,050.00
10	Dice/Walnut Steppers	EA	1	\$ 23,300.00	\$ 23,300.00
11	Water Skater climber	EA	1	\$ 55,700.00	\$ 55,700.00
12	Swing Frame for (2) Seats	EA	1	\$ 2,650.00	\$ 2,650.00
13	Ant Springer	EA	2	\$ 3,400.00	\$ 6,800.00
14	Swaying Cornstalks	EA	20	\$ 900.00	\$ 18,000.00
15	Grass - Large	EA	1	\$ 7,100.00	\$ 7,100.00
16	Grass - Medium	EA	1	\$ 7,100.00	\$ 7,100.00
17	Cattail Spinner	EA	1	\$ 4,100.00	\$ 4,100.00
18	Tule Canoe Rocker	EA	1	\$ 33,700.00	\$ 33,700.00
19	Revo	EA	1	\$ 13,000.00	\$ 13,000.00

				SUB-TOTAL	\$ 531,850.00
E. Playground Installation					
1	Installation	LS	1	\$ 159,555.00	\$ 159,555.00

				SUB-TOTAL	\$ 159,555.00
F. Interpretive Signage/Activities/Art					
1	Interpretive Signage	EA	5	\$ 8,700.00	\$ 43,500.00
2	Bronze Sculpture	EA	1	\$ 130,000.00	\$ 130,000.00
3	City of Lathrop Park Rules Sign	EA	3	\$ 500.00	\$ 1,500.00
4	Park Entry Sign (w/Footing)	EA	1	\$ 20,000.00	\$ 20,000.00
5	Board Game Spinner	EA	1	\$ 4,500.00	\$ 4,500.00
6	Quail Spinner	EA	1	\$ 2,900.00	\$ 2,900.00
7	2-5 Play Sign (No Purchase/Install only)	EA	1	\$ 2,300.00	\$ 2,300.00
8	5-12 Play Sign (No Purchase/Install only)	EA	1	\$ 2,300.00	\$ 2,300.00

				SUB-TOTAL	\$ 207,000.00
G. Lighting					
1	Electrical Pedestal	EA	1	\$ 15,000.00	\$ 15,000.00
2	Park Sign Light	EA	2	\$ 2,800.00	\$ 5,600.00
3	Park Path Lighting	EA	7	\$ 12,000.00	\$ 84,000.00
4	Park Sign & Memorial Light Conduit & Wire	LS	1	\$ 10,200.00	\$ 10,200.00
5	Park Path Light Conduit & Pull Boxes	LS	1	\$ 43,500.00	\$ 43,500.00
6	Booster Pump Conduit & Wire	LS	1	\$ 3,800.00	\$ 3,800.00

				SUB-TOTAL	\$ 162,100.00
H. Planting					
1	Soil Conditioning & Amendments	SF	172,045	\$ 0.20	\$ 34,409.00
2	Drill Seed Lawn	SF	145,373	\$ 0.06	\$ 8,722.38
3	Hydroseed No-Mow Turf	SF	4,375	\$ 0.17	\$ 743.75
4	1 Gallon Shrubs	EA	1,843	\$ 9.70	\$ 17,877.10
5	15 Gallon Trees	EA	172	\$ 113.00	\$ 19,436.00
6	Bark	SF	19,356	\$ 0.21	\$ 4,064.76
7	Root Barrier	LF	1,945	\$ 3.70	\$ 7,196.50

				SUB-TOTAL	\$92,449.49
I. Irrigation Controls & Distribution					
1	Irrigation System	SF	172,045	\$ 1.55	\$ 266,669.75
				SUB-TOTAL	\$266,669.75
J. Miscellaneous					

1	Maintenance (60 Day Establishment)	SF	172,045	\$	0.12	\$	20,645.40
		SUB-TOTAL				\$	20,645.40

SUB-TOTAL **\$2,572,308.54**
10% Contingency **\$ 257,230.85**
Construction Total **\$2,829,539.39**

Items not included as a part of this estimate:

- | | |
|---|--|
| <ul style="list-style-type: none"> A. Permits B. Utility Fees C. City fees, bond fees D. Engineering/design fees E. Soils engineering cost | <ul style="list-style-type: none"> F. Erosion control & siltation cost, SWPPP G. Landscaping Fees H. Joint trench I. Easement acquisitions J. Power Pole Relocation |
|---|--|

This is a preliminary estimate only and not to be used as a bidding quantity sheet

NOTES:

1. Estimates are derived from most recent market conditions / bids in the region.
2. Estimates do not reflect changes in inflation/deflation of future costs

EXHIBIT "E"

VILLAGE "X" IMPROVEMENTS ENGINEER'S ESTIMATE

ENGINEER'S OPINION OF PROBABLE COST
VILLAGE X (57 UNITS)
STAGE 2A
RIVER ISLANDS
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

March 7, 2018
Job No.: 25502-89

Item	Description	Quantity	Unit	Unit Price	Amount
<u>STREET WORK</u>					
1	Fine Grading	196,900	SF	\$ 0.45	\$ 88,605.00
2	3" AC Paving	73,500	SF	\$ 1.50	\$ 110,250.00
3	4.5" AC Paving	35,500	SF	\$ 2.25	\$ 79,875.00
4	6" Aggregate Base	34,300	SF	\$ 0.90	\$ 30,870.00
5	7" Aggregate Base	39,200	SF	\$ 1.05	\$ 41,160.00
6	8" Aggregate Base	35,500	SF	\$ 1.20	\$ 42,600.00
7	Vertical Curb and Gutter <i>(with AB cushion)</i>	1,790	LF	\$ 15.00	\$ 26,850.00
8	Roll Curb and Gutter <i>(with AB cushion)</i>	4,500	LF	\$ 15.00	\$ 67,500.00
9	Concrete Sidewalk	26,900	SF	\$ 5.00	\$ 134,500.00
10	Driveway Approach	57	EA	\$ 600.00	\$ 34,200.00
11	Handicap Ramps	8	EA	\$ 2,500.00	\$ 20,000.00
12	Survey Monuments	16	EA	\$ 300.00	\$ 4,800.00
13	Traffic Striping & Signage	3,100	LF	\$ 5.00	\$ 15,500.00
14	Dewatering <i>(budget)</i>	3,100	LF	\$ 40.00	\$ 124,000.00
Subtotal Street Work					\$ 820,710.00
<u>STORM DRAIN</u>					
15	Field Inlets	1	EA	\$ 1,200.00	\$ 1,200.00
16	Catch Basins <i>(type A inlet)</i>	11	EA	\$ 2,400.00	\$ 26,400.00
17	Catch Basins <i>(type A inlet over type I manhole base)</i>	8	EA	\$ 2,800.00	\$ 22,400.00
18	Catch Basins <i>(type A inlet over type II manhole base)</i>	2	EA	\$ 5,000.00	\$ 10,000.00
19	15" Storm Drain Pipe	510	LF	\$ 34.00	\$ 17,340.00
20	18" Storm Drain Pipe	660	LF	\$ 46.00	\$ 30,360.00
21	24" Storm Drain Pipe	650	LF	\$ 65.00	\$ 42,250.00
22	30" Storm Drain Pipe	260	LF	\$ 80.00	\$ 20,800.00
23	36" Storm Drain Pipe	160	LF	\$ 95.00	\$ 15,200.00
24	Manholes <i>(type II)</i>	2	EA	\$ 5,000.00	\$ 10,000.00
25	Connect To Existing	5	EA	\$ 1,700.00	\$ 8,500.00
Subtotal Storm Drain					\$ 204,450.00

Item	Description	Quantity	Unit	Unit Price	Amount
<u>SANITARY SEWER</u>					
26	8" Sanitary Sewer Pipe	2,940	LF	\$ 28.00	\$ 82,320.00
27	Sewer Service	59	EA	\$ 600.00	\$ 35,400.00
28	Manholes	12	EA	\$ 4,000.00	\$ 48,000.00
29	Connect To Existing	2	EA	\$ 3,000.00	\$ 6,000.00
Subtotal Sanitary Sewer					\$ 171,720.00
<u>WATER SUPPLY</u>					
30	8" Water Line <i>(including all appurtenances)</i>	3,170	LF	\$ 32.00	\$ 101,440.00
31	Water Services	59	EA	\$ 2,000.00	\$ 118,000.00
32	Fire Hydrants	8	EA	\$ 4,000.00	\$ 32,000.00
33	Water Plug	4	EA	\$ 1,000.00	\$ 4,000.00
34	Connect To Existing	2	EA	\$ 4,000.00	\$ 8,000.00
Subtotal Water Supply					\$ 263,440.00
<u>NON-POTABLE WATER</u>					
35	8" Non-Potable Water Line <i>(including all appurtenances)</i>	920	LF	\$ 35.00	\$ 32,200.00
36	Connect to Existing	2	EA	\$ 3,000.00	\$ 6,000.00
Subtotal Non-Potable Water					\$ 38,200.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 1,499,000.00
COST PER LOT					\$ 26,298.00

Notes:

- 1) Unit prices are based on estimated current construction costs and no provision for inflation is included.
- 2) This estimate does not include surveying, engineering, clearing, grading, erosion control, joint trench, landscaping, irrigation, or street trees.



River Islands - N9 Park

100% Submittal

OPINION OF PROBABLE COST

Lathrop, CA

10/2/2020

ITEM DESCRIPTION	UNIT	QUANT.	UNIT COST	AMOUNT
A. Site Preparation/Utilities				
1 Site Grading (Rough/Fine)	SF	207,682	\$ 0.95	\$ 197,297.90
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			SUB-TOTAL	\$ 331,777.90
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5 Bike Rack	EA	3	\$ 265.00	\$ 795.00
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8 Removable Bollards	EA	3	\$ 2,000.00	\$ 6,000.00
9 Boulder - Small	EA	10	\$ 585.00	\$ 5,850.00
10 Boulder - Medium	EA	15	\$ 2,105.00	\$ 31,575.00
11 Boulder - Large	EA	10	\$ 4,289.00	\$ 42,890.00
12 Boulder - Rectangular	EA	6	\$ 4,289.00	\$ 25,734.00
13 Washed River Cobbles - Assorted sizes (at Statue)	SF	2,299	\$ 5.50	\$ 12,644.50
14 Custom Octagonal Shade Structure	EA	1	\$ 105,000.00	\$ 105,000.00

			SUB-TOTAL	\$ 253,088.50
D. Playground Equipment				
1 Vibra Chimes	EA	1	\$ 13,000.00	\$ 13,000.00
2 Swirl Saucer	EA	1	\$ 5,900.00	\$ 5,900.00
3 Bear Cave	EA	1	\$ 39,500.00	\$ 39,500.00
4 Grass Blade Beam	EA	1	\$ 7,300.00	\$ 7,300.00
5 Log Stepping Forms	EA	1	\$ 8,300.00	\$ 8,300.00

6	Turtle Pod Stepper	EA	1	\$ 3,100.00	\$ 3,100.00
7	KLD Spin-02	EA	1	\$ 9,400.00	\$ 9,400.00
8	Yokut Roundhouse Climber	EA	1	\$ 266,850.00	\$ 266,850.00
9	Double Belt Swing	EA	1	\$ 7,050.00	\$ 7,050.00
10	Dice/Walnut Steppers	EA	1	\$ 23,300.00	\$ 23,300.00
11	Water Skater climber	EA	1	\$ 55,700.00	\$ 55,700.00
12	Swing Frame for (2) Seats	EA	1	\$ 2,650.00	\$ 2,650.00
13	Ant Springer	EA	2	\$ 3,400.00	\$ 6,800.00
14	Swaying Cornstalks	EA	20	\$ 900.00	\$ 18,000.00
15	Grass - Large	EA	1	\$ 7,100.00	\$ 7,100.00
16	Grass - Medium	EA	1	\$ 7,100.00	\$ 7,100.00
17	Cattail Spinner	EA	1	\$ 4,100.00	\$ 4,100.00
18	Tule Canoe Rocker	EA	1	\$ 33,700.00	\$ 33,700.00
19	Revo	EA	1	\$ 13,000.00	\$ 13,000.00

				SUB-TOTAL	\$ 531,850.00
E. Playground Installation					
1	Installation	LS	1	\$ 159,555.00	\$ 159,555.00

				SUB-TOTAL	\$ 159,555.00
F. Interpretive Signage/Activities/Art					
1	Interpretive Signage	EA	5	\$ 8,700.00	\$ 43,500.00
2	Bronze Sculpture	EA	1	\$ 130,000.00	\$ 130,000.00
3	City of Lathrop Park Rules Sign	EA	3	\$ 500.00	\$ 1,500.00
4	Park Entry Sign (w/Footing)	EA	1	\$ 20,000.00	\$ 20,000.00
5	Board Game Spinner	EA	1	\$ 4,500.00	\$ 4,500.00
6	Quail Spinner	EA	1	\$ 2,900.00	\$ 2,900.00
7	2-5 Play Sign (No Purchase/Install only)	EA	1	\$ 2,300.00	\$ 2,300.00
8	5-12 Play Sign (No Purchase/Install only)	EA	1	\$ 2,300.00	\$ 2,300.00

				SUB-TOTAL	\$ 207,000.00
G. Lighting					
1	Electrical Pedestal	EA	1	\$ 15,000.00	\$ 15,000.00
2	Park Sign Light	EA	2	\$ 2,800.00	\$ 5,600.00
3	Park Path Lighting	EA	7	\$ 12,000.00	\$ 84,000.00
4	Park Sign & Memorial Light Conduit & Wire	LS	1	\$ 10,200.00	\$ 10,200.00
5	Park Path Light Conduit & Pull Boxes	LS	1	\$ 43,500.00	\$ 43,500.00
6	Booster Pump Conduit & Wire	LS	1	\$ 3,800.00	\$ 3,800.00

				SUB-TOTAL	\$ 162,100.00
H. Planting					
1	Soil Conditioning & Amendments	SF	172,045	\$ 0.20	\$ 34,409.00
2	Drill Seed Lawn	SF	145,373	\$ 0.06	\$ 8,722.38
3	Hydroseed No-Mow Turf	SF	4,375	\$ 0.17	\$ 743.75
4	1 Gallon Shrubs	EA	1,843	\$ 9.70	\$ 17,877.10
5	15 Gallon Trees	EA	172	\$ 113.00	\$ 19,436.00
6	Bark	SF	19,356	\$ 0.21	\$ 4,064.76
7	Root Barrier	LF	1,945	\$ 3.70	\$ 7,196.50

				SUB-TOTAL	\$92,449.49
I. Irrigation Controls & Distribution					
1	Irrigation System	SF	172,045	\$ 1.55	\$ 266,669.75
				SUB-TOTAL	\$266,669.75
J. Miscellaneous					

1	Maintenance (60 Day Establishment)	SF	172,045	\$	0.12	\$	20,645.40
						\$	20,645.40

SUB-TOTAL **\$2,572,308.54**
10% Contingency **\$ 257,230.85**
Construction Total **\$2,829,539.39**

Items not included as a part of this estimate:

- | | |
|----------------------------|--|
| A. Permits | F. Erosion control & siltation cost, SWPPP |
| B. Utility Fees | G. Landscaping Fees |
| C. City fees, bond fees | H. Joint trench |
| D. Engineering/design fees | I. Easement acquisitions |
| E. Soils engineering cost | J. Power Pole Relocation |

This is a preliminary estimate only and not to be used as a bidding quantity sheet

NOTES:

1. Estimates are derived from most recent market conditions / bids in the region.
2. Estimates do not reflect changes in inflation/deflation of future costs

EXHIBIT "F"

**RIPFA LETTER OF GUARANTEE
INTERIM PUBLIC ACCESS WITHIN THE STAGE 2A DEVELOPMENT AREA**

RIVER ISLANDS PUBLIC FINANCING AUTHORITY

73 W. STEWART ROAD
LATHROP, CALIFORNIA 95330

TEL: (209) 879-7900

May 4, 2017

Glenn Gebhardt, City Engineer
City of Lathrop
390 Towne Centre Drive
Lathrop, California 95330

Subject: Letter of Guarantee - Construction of Interim Public Access within the River Islands at Lathrop Stage 2A Development Area

This Letter of Guarantee is being made in lieu of a performance bond for the construction of an interim public access (public right of way) within the Stage 2A development area of the River Islands development project. River Islands Development, LLC ("RID") has requested the permanent closure of Cohen Road from Stage 1 to Paradise Road and Paradise Road from Stewart Road to the Stage 2A levee (see Exhibit "A" attached to this Letter of Guarantee). This closure would allow the construction of the Stage 2B levee system. The closure will not allow public traffic to utilize Paradise Road to access the River Islands development area while the construction of the Stage 2B levee is occurring, but still allow emergency vehicles access to the area via all-weather access roads.

RID plans to construct River Islands Parkway from its current terminus in Stage 1, through the Stage 2A development area and into Stage 2B and reconstruct Paradise Road within Stage 2B to restore public access to the project from the Tracy/Banta area. Until these roads are constructed and dedicated to the City for public use, the City is requiring security to restore public access to Paradise Road should RID fail to perform. We are providing you this Letter of Guarantee for this purpose.

The engineer's estimate as provided by O'Dell Engineering for a 28-foot-wide paved roadway, equivalent to existing Cohen Road, in the general alignment of proposed River Islands Parkway from Stage 1 to Paradise Road through Stage 2B is \$453,000 (See Exhibit "B"). The total length of this "guarantee roadway" is 6,150 linear feet. As a result, the Authority hereby agrees to set-aside funds in the amount of \$543,600, which amount is equal to 120% of the engineer's estimate, in-lieu of a performance bond. The funds are currently held, and will be set aside, in the Improvement Fund established under the Fiscal Agent Agreement, dated as of December 1, 2015, between the Authority and Wilmington Trust, National Association, as fiscal agent. The Joint Community Facilities Agreement, dated as of November 16, 2015, between the Authority and the City allows for funds in the Improvement Fund to be used to pay costs of infrastructure improvements for the River Islands development, including roadways.

Under the terms of this Letter of Guarantee, the Authority shall hold the funds as stated herein in the Improvement Fund until August 1, 2020, or until such time that permanent roadways are

constructed and dedicated to the City to restore permanent public access to Paradise Road, whichever comes first. If the permanent roadways are not constructed, inspected and accepted by the City by August 1, 2020 and the deadline is not extended by the City in writing, no later than August 2, 2020, the Authority will cause one of the following to occur:

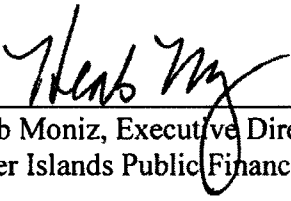
1. The Authority shall use the funds set aside in the Improvement Fund to construct a 28-foot-wide paved roadway in a new alignment, equivalent to the existing Cohen Road or, to reconstruct the existing 28-foot-wide paved Cohen and Paradise roadways in the original alignment at the City's direction. The Authority shall utilize a suitable contractor and bid the work under applicable law. The Authority and the City shall mutually agree to a timeline to which the roadways necessary to restore access are constructed, inspected and operational, not to exceed December 31, 2020-.
2. The Authority shall withdraw the funds from the set aside monies in the Improvement Fund and provide said monies to the City, to be held in a segregated account maintained by the City, to be used solely for construction or reconstruction of the applicable roadways. In such event, the City will use reasonable diligence to complete the construction of the roadways. Once permanent access has been constructed to the satisfaction of the City Engineer, and all costs related thereto have been paid, the City shall return any of the unspent funds and any investment earnings thereon to the Authority for redeposit to the Improvement Fund. Until the completion of the roadways and return of any excess funds to the Authority, the City will maintain records as to the reinvestment of the funds provided to it, and will provide the Authority with its records as to any such investment earnings upon written request of the Authority. Additionally, in the event that the City advises the Authority in writing that the funds provided to the City are not sufficient to pay all of the costs associated with the roadways necessary to restore public access, and advises the Authority as to the amount of the shortfall, the Authority will advance funds to the City from the Improvement Fund in the amount of the shortfall. In such event, and upon the written request of the Authority, the City will provide to the Authority a detailed breakdown of the costs of the construction of the remaining roadway work necessary to restore public access.
3. Since the construction of roadways within Stages 2A and 2B are phased and will continue to be constructed by RID, RD 2062 or the Authority over time, the Authority may request a reduction in the amount of funds necessary to be held from the Improvement Fund as segments of permanent public roadways are constructed and dedicated to the City. For instance, segments of River Islands Parkway through Stage 2A should be completed in late 2017/early 2018 and dedication of this segment would reduce the amount of security described herein. As a result, a reduction of \$88.40 per LF (\$543,600/6,150 LF) shall be granted for each linear foot permanently constructed and dedicated to the City.

The Authority shall retain the discretion to choose between the two options outlined above as the applicable security and to request reduction of the security as described in section 3 above. As confirmation of the acceptance of the terms and conditions of this Letter of Guarantee by the

Glenn Gebhardt, City Engineer
City of Lathrop
May 4, 2017
Page 3 of 3

City, please sign and date this letter as shown on the next page. Should you have any questions regarding this Letter of Guarantee, please contact me at (209) 879-7900.

Sincerely,

By: 
Herb Moniz, Executive Director
River Islands Public Financing Authority

Enclosures: Exhibit "A": Location of Applicable Roadways – Cohen/Paradise
Exhibit "B": O'Dell Engineering – Engineer's Estimates

cc: Susan Dell'Osso, River Islands Development, LLC
John Zhang, O'Dell Engineering, Inc.

I Accept on Behalf of the City of Lathrop the Terms and Conditions of the foregoing Letter of Guarantee.

By: _____
Glenn R. Gebhardt, City Engineer

Date



STAGE 2 INTERIM ACCESS
RIVER ISLANDS
LAND USE MAP

CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA
MAY 4, 2017



LEGEND

	PHASE 1 BOUNDARY
	RETAIN PUBLIC MAINTAINED ROAD
	PERMANENT ROAD CLOSURE (ABANDONMENT)
	INTERIM PUBLIC SAFETY ROAD (ALL-WEATHER)
	28' PAVED ROADWAY (GUARANTEE SEGMENT)

EXHIBIT "B"



ENGINEERING

ENGINEER'S OPINION OF PROBABLE COST
INTERIM ROAD CONNECTION - STAGE 2A
GUARANTEE
RIVER ISLANDS - PHASE 1
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

May 4, 2017

Item	Description	Quantity	Unit	Unit Price	Amount
<u>SITE PREPARATION</u>					
1	Mobilization ¹	1	LS	\$ 25,000.00	\$ 22,750.00
2	Erosion Control	1	LS	\$ 2,500.00	\$ 2,500.00
Subtotal Site Preparation					\$ 25,250.00
<u>GRADING</u>					
3	Earthwork ²	1,600	CY	\$ 5.00	\$ 8,000.00
Subtotal Grading					\$ 8,000.00
<u>MISCELLANEOUS</u>					
4	3" AC (6150 LF)	172,200	SF	\$ 1.50	\$ 258,300.00
5	6" AB (6150 LF)	172,200	SF	\$ 0.90	\$ 154,980.00
6	Conform to Existing	2	LS	\$ 3,000.00	\$ 6,000.00
Subtotal Miscellaneous					\$ 419,280.00
SUBTOTAL CONSTRUCTION COST					\$ 452,530.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 453,000.00

Notes:

- 1) Mobilization assumed to be 5% of total cost.
- 2) Earthwork quantity includes 35% shrinkage.

EXHIBIT "G"

**RIPFA LETTER OF GUARANTEE
RIVER ISLANDS PARKWAY WITHIN THE STAGE 2A DEVELOPMENT AREA**

RIVER ISLANDS PUBLIC FINANCING AUTHORITY

73 W. STEWART ROAD

LATHROP, CALIFORNIA 95330

TEL: (209) 879-7900

June 26, 2018

Glenn Gebhardt, City Engineer
City of Lathrop
390 Towne Centre Drive
Lathrop, California 95330

Subject: Letter of Guarantee - Construction of River Islands Parkway from Dell'Osso Drive to the Stage 2B Boundary (Lakeside East District) – Tract 3908

This Letter of Guarantee is being made in lieu of a performance bond for the construction of unfinished portions of River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary within the Stage 2A development area of the River Islands development project (also known as the Lakeside East District). River Islands Public Financing Authority (Authority) is providing the funding for public improvements in the Stage 2A development area, including improvements to River Islands Parkway (Improvements). It is our understanding that a guarantee for construction of the River Islands Parkway Improvements through Stage 2A is required as a condition precedent to City Council approval of the Tract 3908 large lot subdivision map proposed by River Islands Development, LLC. Since the Authority is already setting aside funds for the full construction of River Islands Parkway, we are providing you this Letter of Guarantee as the required subdivision guarantee necessary for the Tract 3908 large lot final map.

The engineer's estimates as provided by O'Dell Engineering for the full cost of the of River Islands Parkway Improvements from Dell'Osso Drive to the Stage 2B boundary is \$5,264,000, and for the unfinished portions (as of June 15, 2018) of River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary is \$338,004 (attached as Exhibit "A"). The Authority hereby agrees to set-aside funds in the amount of \$450,000, which amount is equal to 180% of this engineer's estimate of the unfinished improvements, in-lieu of a 100% performance bond and 50% labor and materials bond. The funds are currently held, and will be set aside, in the Improvement Fund established under the Fiscal Agent Agreement, dated as of December 1, 2015, between the Authority and Wilmington Trust, National Association, as fiscal agent. The Joint Community Facilities Agreement, dated as of November 16, 2015, between the Authority and the City allows for funds in the Improvement Fund to be used to pay costs of infrastructure improvements for the River Islands development, including River Islands Parkway. Also attached to this Letter of Guarantee is an exhibit showing the portion of River Islands Parkway being guaranteed by this letter for your reference (Exhibit "B").

Under the terms of this Letter of Guarantee, the Authority shall hold the funds as stated herein in the Improvement Fund until July 8, 2019, or until such time River Islands Parkway through Stage 2A is fully constructed, inspected and accepted into service by the City, whichever comes first. If this portion of River Islands Parkway is not constructed, inspected and accepted into service by the City by July 8, 2019 and the deadline is not extended by the City in writing, no later than September 30, 2019, the Authority will cause one of the following to occur:

1. The Authority shall use the funds set aside in the Improvement Fund to construct the River Islands Parkway Improvements. The Authority shall utilize a suitable contractor and bid the work under applicable law. The Authority and the City shall mutually agree to a timeline to which the roadway will be constructed, inspected and operational, no later than one year from the deadline noted above.
2. The Authority shall withdraw the funds from the set aside monies in the Improvement Fund and provide said monies to the City, to be held in a segregated account maintained by the City, to be used solely for construction or reconstruction of the applicable portion of River Islands Parkway. In such event, the City will use reasonable diligence to complete the construction of the River Islands Parkway. Until the completion of the River Islands Parkway and return of any excess funds to the Authority, the City will maintain records as to the reinvestment of the funds provided to it and will provide the Authority with its records as to any such investment earnings upon written request of the Authority. Additionally, in the event that the City advises the Authority in writing that the funds provided to the City are not sufficient to pay all of the costs of the construction of the River Islands Parkway and advises the Authority as to the amount of the shortfall, the Authority will advance funds to the City from the Improvement Fund in the amount of the shortfall. In such event, and upon the written request of the Authority, the City will provide to the Authority a detailed breakdown of the costs of the construction of the unfinished portions of River Islands Parkway through Stage 2A.

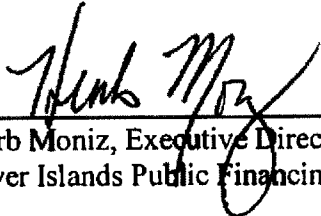
The Authority shall retain the discretion to choose between the two options outlined above. However, if any River Islands Parkway improvements remain incomplete on September 30, 2020, the Authority shall immediately resort to Option 2, and shall provide set aside moneys in the Improvement Fund as requested by the City to allow the City to complete the uncompleted improvements.

In addition, the commitment for the Authority to set aside these funds shall continue until the Improvements are constructed and accepted by the City Council, and the developer provides a one year maintenance bond in the amount of \$526,400 (10% of the full cost of the Improvements), or until the Authority provides an acceptable replacement letter of guarantee in that same amount of \$526,400 to guarantee the quality and condition of the full Improvements for one year from the date of acceptance by the City Council.

Glenn Gebhardt, City Engineer
City of Lathrop – Letter of Guarantee for Tract 3908
June 15, 2018
Page 3 of 3

As confirmation of the acceptance of the terms and conditions of this Letter of Guarantee by the City, please sign and date this letter as shown on the next page. Should you have any questions regarding this Letter of Guarantee, please contact me at (209) 879-7900.

Sincerely,

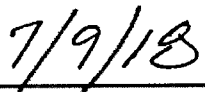
By: 
Herb Moniz, Executive Director
River Islands Public Financing Authority

Enclosures: Exhibit "A": Engineer's Estimate of full improvements from O'Dell Engineering
and Engineer's Estimate of unfinished improvements from O'Dell
Engineering
Exhibit "B": Location of guarantee on River Islands Parkway

cc: Susan Dell'Osso, River Islands Development, LLC

I Accept on Behalf of the City of Lathrop the Terms and Conditions
of the foregoing Letter of Guarantee.

By: 
Glenn R. Gebhardt, City Engineer


Date

ENGINEER'S OPINION OF PROBABLE COST
 RIVER ISLANDS - STAGE 2A
 RIVER ISLANDS PARKWAY
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

March 6, 2018
 Job No.: 25503-01

Item	Description	Quantity	Unit	Unit Price	Amount
<u>STREET WORK</u>					
1	Fine Grading	621,700	SF	\$ 0.45	\$ 279,765.00
2	7" AC Paving	316,800	SF	\$ 3.50	\$ 1,108,800.00
3	11" Aggregate Base	316,800	SF	\$ 1.65	\$ 522,720.00
4	12" Lime Treatment	316,800	SF	\$ 1.10	\$ 348,480.00
5	Vertical Curb and Gutter <i>(with AB cushion)</i>	9,600	LF	\$ 15.00	\$ 144,000.00
6	Type F Median Curb <i>(with AB cushion)</i>	9,100	LF	\$ 18.00	\$ 163,800.00
7	Roundabout Concrete	2,400	SF	\$ 5.00	\$ 12,000.00
8	Concrete Sidewalk	77,400	SF	\$ 5.00	\$ 387,000.00
9	Handicap Ramps	20	EA	\$ 2,500.00	\$ 50,000.00
10	Survey Monuments	7	EA	\$ 300.00	\$ 2,100.00
11	Barricades	1	EA	\$ 1,500.00	\$ 1,500.00
12	Traffic Signing & Striping	4,710	LF	\$ 5.00	\$ 23,550.00
13	Dewatering <i>(Budget)</i>	4,710	LF	\$ 75.00	\$ 353,250.00
Subtotal Street Work					\$ 3,396,965.00
<u>STORM DRAIN</u>					
14	Catch Basins <i>(type A Inlet)</i>	24	EA	\$ 2,400.00	\$ 57,600.00
15	15" Storm Drain Pipe	1,110	LF	\$ 34.00	\$ 37,740.00
16	18" Storm Drain Pipe	220	LF	\$ 46.00	\$ 10,120.00
17	24" Storm Drain Pipe	780	LF	\$ 65.00	\$ 50,700.00
18	Storm Drain Stub & Plug	9	EA	\$ 1,000.00	\$ 9,000.00
Subtotal Storm Drain					\$ 165,160.00
<u>SANITARY SEWER</u>					
19	24" Sanitary Sewer Pipe	50	LF	\$ 150.00	\$ 7,500.00
20	Manholes	24	LF	\$ 4,000.00	\$ 96,000.00
21	Connect to Existing Sanitary Sewer	2	EA	\$ 3,000.00	\$ 6,000.00
Subtotal Sanitary Sewer					\$ 109,500.00
<u>WATER SUPPLY</u>					
22	8" Water Line <i>(Including all appurtenances)</i>	740	LF	\$ 32.00	\$ 23,680.00
23	10" Water Line <i>(including all appurtenances)</i>	280	LF	\$ 40.00	\$ 11,200.00
24	20" Water Line <i>(including all appurtenances)</i>	4,630	LF	\$ 100.00	\$ 463,000.00
25	Fire Hydrants	16	EA	\$ 4,000.00	\$ 64,000.00
26	Water Service	6	EA	\$ 2,000.00	\$ 12,000.00
27	Water Plug & Stub	9	EA	\$ 1,000.00	\$ 9,000.00
28	Connect to Existing Water	1	EA	\$ 4,000.00	\$ 4,000.00
Subtotal Water Supply					\$ 586,880.00

Item	Description	Quantity	Unit	Unit Price	Amount
<u>RECYCLED WATER</u>					
29	8" Recycled Water Flushing Line <i>(including all appurtenances)</i>	80	LF	\$ 45.00	\$ 3,600.00
30	12" Recycled Water Drain Line <i>(including all appurtenances)</i>	150	LF	\$ 55.00	\$ 8,250.00
31	16" Recycled Water Line <i>(including all appurtenances)</i>	4,650	LF	\$ 65.00	\$ 302,250.00
32	Recycled Water Plug & Stub	4	EA	\$ 1,000.00	\$ 4,000.00
33	Connect to Existing Recycled Water	1	EA	\$ 5,000.00	\$ 5,000.00
Subtotal Recycled Water					\$ 323,100.00
<u>NON-POTABLE WATER</u>					
34	8" Non-Potable Water Line <i>(including all appurtenances)</i>	650	LF	\$ 35.00	\$ 22,750.00
35	16" Non-Potable Water Line <i>(including all appurtenances)</i>	4,660	LF	\$ 80.00	\$ 372,800.00
36	Non-Potable Water Service	6	LF	\$ 2,000.00	\$ 12,000.00
37	Non-Potable Water Plug & Stub	7	EA	\$ 1,000.00	\$ 7,000.00
38	Connect to Existing Non-Potable Water	1	EA	\$ 3,000.00	\$ 3,000.00
Subtotal Irrigation Water					\$ 417,550.00
<u>LAKE FILL LINE</u>					
39	16" Lake Fill Line <i>(including all appurtenances)</i>	4,820	LF	\$ 50.00	\$ 241,000.00
40	3" Aeration Line <i>(including all appurtenances)</i>	4,820	LF	\$ 4.00	\$ 19,280.00
41	Lake Fill Stub & Plug	3	EA	\$ 1,000.00	\$ 3,000.00
42	Connect to Existing Lake Fill Line	1	EA	\$ 1,000.00	\$ 1,000.00
Subtotal Lake Fill Line					\$ 264,280.00
SUBTOTAL CONSTRUCTION COST					\$ 5,263,435.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 5,264,000.00

Notes:

- 1) This estimate does not include surveying, engineering, clearing, grading, erosion control, joint trench, landscaping, irrigation, or street trees.
- 2) Unit prices are based on estimated current construction costs and no provision for inflation is included.

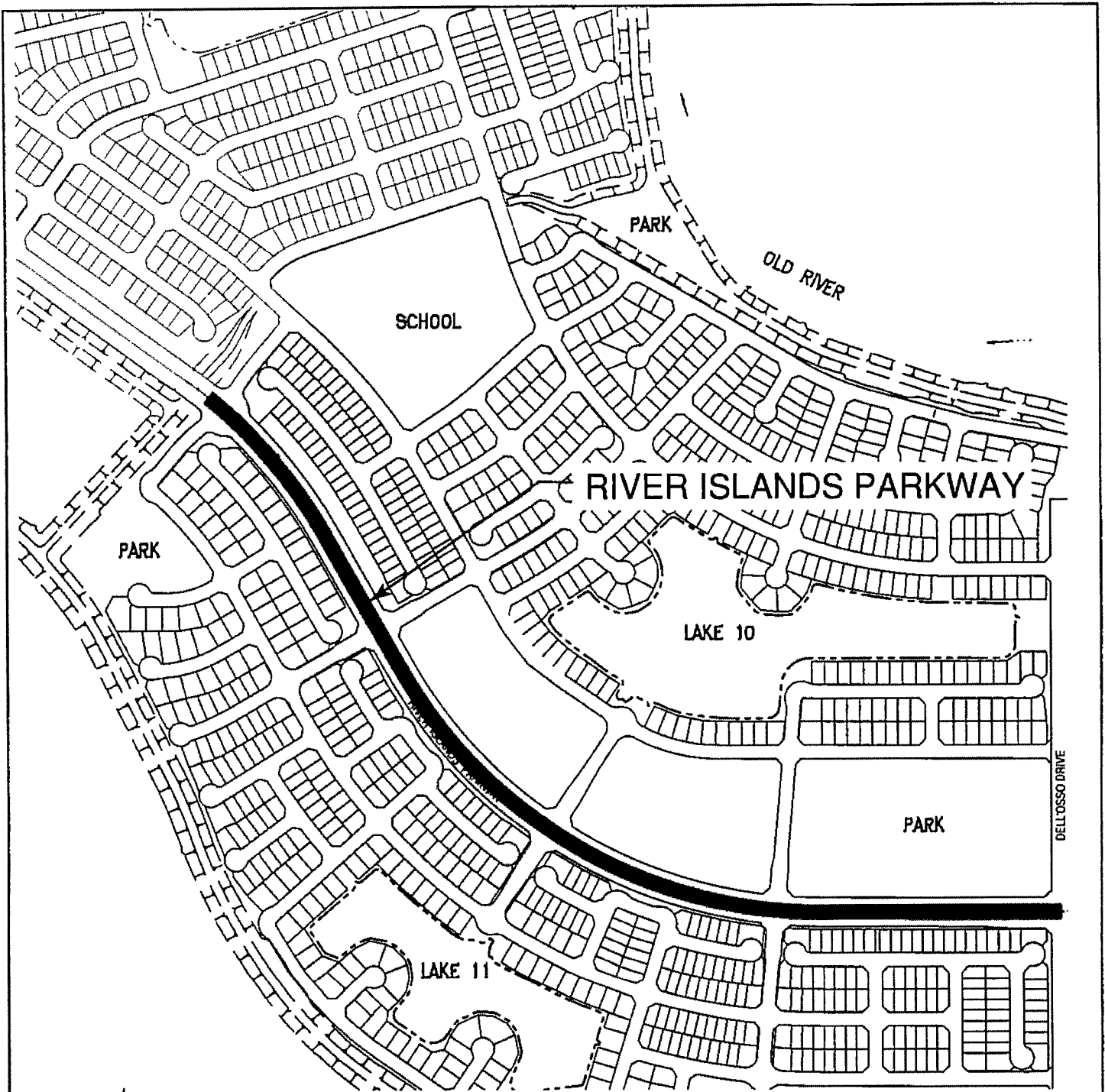
ENGINEER'S BOND ESTIMATE
 COST TO COMPLETE
 RIVER ISLANDS - STAGE 2A
 RIVER ISLANDS PARKWAY
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

June 13, 2018
 Job No 25503-01

Item	Description	Quantity	Unit	Unit Price	Amount
1	Sanitary Sewer & Water Raising Iron (95% Completion)	1	LS	\$ 54,400.00	\$ 54,400.00
2	Final AC Lift (90% Completion)	1	LS	\$ 246,604.00	\$ 246,604.00
3	Final Signing, Striping & Monument (0% Completion)	1	LS	\$ 37,000.00	\$ 37,000.00
TOTAL COST TO COMPLETE					\$ 338,004.00

Notes

- 1) Estimate for cost to complete based on contractor's cost to complete summary sheet and backup documents for Stage 2A River Islands Parkway (Dell'Osso Drive to Stage 2A/2B Levee) dated June 12, 2018.



**EXHIBIT B
RIVER ISLANDS PARKWAY
STAGE 2A
JULY 2018**

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAPS
(RIVER ISLANDS AT LATHROP)**

October 12, 2020

Via Email and Hand Delivery

Old Republic Title Company
1215 W. Center Street, Suite 103
Manteca, CA 95337
Attn: Lori Richardson

Re: Recordation of Final Map 4020 (X); Escrow No. 1614021657

Dear Lori:

This letter constitutes the joint escrow instructions ("**Escrow Instructions**") of River Islands Stage 2A, LLC, a Delaware limited liability company ("**RIS2A**") and the City of Lathrop ("**City**") in connection with the above-referenced escrow ("**Escrow**"). The Escrow was opened in connection with recordation of the above-referenced final map ("**Final Map**"). Recordation of the Final Map is subject to the conditions set forth below. The transactions described in these Escrow Instructions are referred to as the "**Transaction**." Old Republic Title Company is referred to as "you" or "**ORTC**."

A. Date for Closings

The Final Map will be recorded at the time designated by RIS2A as set forth below. The Final Map can only be recorded after the City has approved the map in writing. The closing date for the Transaction is intended to occur by November 30, 2020, at the time designated in writing by RIS2A, subject to satisfaction of the conditions set forth below (each a "**Closing**"). If the Final Map has not been recorded by June 30, 2021, ORTC will return the Final Map to the City.

B. Documents to be Delivered and Recordation Documents

In connection with the Transaction, you have in your possession or will receive the following documents from City for recordation in the Official Records of San Joaquin County, California ("**Official Records**").

B.1. One original Final Map for Tract 4020 (X), executed and acknowledged by the City.

B.2. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for the City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities).

B.3. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for Island Reclamation District 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance Services).

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAPS
(RIVER ISLANDS AT LATHROP)**

B.4. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for River Islands Public Financing Authority Community Facilities District No. 2013-1 (River Islands Public Services).

B.5. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for the River Islands Public Financing Authority Community Facilities District No. 2016-1 (River Islands Supplemental).

The documents listed in Items B.1, B.2, B.3, B.4 and B.5 above are referred to as the “**Recordation Documents.**” The Recordation Documents shall be recorded in the order referred to above. The date on which the Recordation Documents are recorded in the Official Records is the Recordation Date.

Prior to recording the Recordation Documents, please confirm that you have received copies or originals of the following documents: (i) Unanimous Approval of Annexation to a Community Facilities District and Related Matters, City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities); (ii) Consent to, and Ballot in favor of, Annexation of Real Property to the River Islands Public Financing Authority Community Facilities District No. 2013-1 (River Islands Public Services); (iii) Consent to, and Ballot in favor of, Annexation of Real Property to Island Reclamation District No. 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance); and (iv) Consent to, and Ballot in favor of, Annexation of Real Property to the River Islands Public Financing Authority Community Facilities District No. 2016-1 (River Islands Supplemental). The original City of Lathrop Unanimous Approval must be delivered to the City of Lathrop. The original Consents and Ballots for River Islands Public Financing Authority CFD Nos. 2013-1 and 2016-1 and Island Reclamation District No. 2013-1 must be delivered to Karna Harrigfeld at Herum\Crabtree\Suntag, 5757 Pacific Ave., Suite 222, Stockton, CA 95207. Copies should be sent via email to Cari James (cjames@ci.lathrop.ca.us), Cindy Yan at Goodwin Consulting Group, cindy@goodwinconsultinggroup.net, Susan Dell’Osso (sdelloso@riverislands.com) and Debbie Belmar (dbelmar@riverislands.com) together with conformed copies of the amendments to notices of special tax that are recorded as part of the Recordation Documents.

C. Funds and Settlement Statement

You also have received, or will receive from RIS2A, prior to the recordation of the Recordation Documents, in immediately available funds, the following amounts, in accordance with the settlement statement prepared by you and approved in writing by both RIS2A and City (“**Settlement Statement**”): recordation costs, escrow fees and other amounts as set forth in the Settlement Statement. Such costs, fees and other amounts are the sole responsibility of RIS2A.

JOINT ESCROW INSTRUCTIONS RECORDATION OF FINAL MAPS (RIVER ISLANDS AT LATHROP)

- Funds to be wire transferred directly to the entity set forth below, immediately upon recordation of the Final Map, in accordance with the wire transfer instructions for each entity are as follows: The amount of **\$79,172.32**, payable to the City pursuant to that certain Agreement to Settle Litigation Regarding River Islands at Lathrop (as amended "**Sierra Club Agreement**"), constituting the amount of **\$3,277.00** multiplied by **24.16** acres (or portion thereof) included in the Final Map, is to be transferred to the City upon recordation of the Final Map. The City's wire instructions are set forth below.

The amounts set forth in Section C are referred to as the "**Closing Funds**."

D. Closing Requirements

When the following has occurred, you are authorized to close the Escrow at the time(s) and in accordance with the process set forth below:

D.1. You have delivered copies of your Settlement Statement by email transmission to: (a) Susan Dell'Osso (sdelloso@riverslands.com); (b) Debbie Belmar (dbelmar@riverislands.com); (c) Stephen Salvatore (ssalvatore@ci.lathrop.ca.us); (d) Salvador Navarrete (snavarrete@ci.lathrop.ca.us); (e) Cari James (cjames@ci.lathrop.ca.us) and (f) Glenn Gebhardt (ggebhardt@ci.lathrop.ca.us), and have confirmation (by telephone or email) from Susan Dell'Osso and Stephen Salvatore or Glenn Gebhardt that the Settlement Statement is accurate and acceptable;

D.2. You have not received any instructions contrary to these Escrow Instructions;

D.3. The Recordation Documents and all other documents described herein as being held by you or delivered to you have been received by you and have been fully executed and, where applicable, acknowledged, and you have attached all legal descriptions or have confirmed that all exhibits and legal descriptions are attached;

D.4. You are prepared to record the Recordation Documents, as designated, release funds in accordance with the Settlement Statement and complete the Transaction in compliance with these Escrow Instructions;

D.5. You have delivered a copy of these instructions, executed by an authorized signatory of ORTC with authority to bind ORTC, and initialed all pages, by email transmission (with original hard copy to follow by U.S. Mail) to Debbie Belmar and Glenn Gebhardt at the email addresses set forth above; and

D.6. You have received confirmation (by email or other writing) from Susan Dell'Osso and Stephen Salvatore or Glenn Gebhardt to record the Recordation Documents and complete the Transaction.

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAPS
(RIVER ISLANDS AT LATHROP)**

E. Closing Process and Priorities

When you have fully satisfied all of the closing requirements set forth in Section D, then you are authorized and instructed to do the following in the chronological order given:

- E.1. Date the Recordation Documents to be recorded;
- E.2. Record the Final Map and the Recordation Documents in the Official Records;
- E.3. Pay the costs associated with the Transaction;
- E.4. Refund any funds delivered to you by RIS2A that are not disbursed at the time of the final Closing pursuant to these Escrow Instructions to the following entity and address:

River Islands Stage 2A, LLC
73 W. Stewart Road
Lathrop, CA 95330
Attn: Susan Dell'Osso

- E.5. Notify Susan Dell'Osso, Debbie Belmar, Stephen Salvatore, Glenn Gebhardt and Jose Molina (JMolina@sjgov.org) of the completion of the Transaction;

- E.6. Within five (5) business days after each Recordation Date, deliver by overnight delivery via recognized, national, overnight delivery carrier to: (1) Susan Dell'Osso, River Islands Stage 2A, LLC, 73 W. Stewart Road, Lathrop, CA 95330; and (2) Mr. Salvador Navarrete, City Attorney, City of Lathrop, 390 Towne Centre Drive, Lathrop, CA 95330:

- (A) a certified copy of the Recordation Documents, showing all recording information of the Recordation Documents; and

- (B) a certified copy of the final Settlement Statement.

F. Additional Instructions

When assembling the final documents, signature pages from all parties shall be inserted into each respective final document in creating fully executed counterparts.

Please acknowledge receipt of these instructions and your agreement to act as Escrow agent in connection with this Transaction in accordance with these Escrow Instructions, by executing and dating a copy of these Escrow Instructions where indicated below, initialing all pages and returning it to both of the undersigned.

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAPS
(RIVER ISLANDS AT LATHROP)**

The Escrow Instructions may be modified only in a writing signed by both of the undersigned.

Very truly yours,

Stephen J. Salvatore
City Manager
City of Lathrop

Susan Dell'Osso
President
River Islands Stage 2A, LLC

**ESCROW INSTRUCTIONS
ACKNOWLEDGEMENT AND AGREEMENT:**

Receipt of the foregoing Escrow Instructions from RIS2A and the City is hereby acknowledged. The undersigned agrees, for itself, and on behalf of ORTC, to proceed in strict accordance with these Escrow Instructions. The undersigned represents and warrants to RIS2A and the City that the undersigned is authorized to execute this Acknowledgement and Agreement, for itself, and on behalf of ORTC.

Old Republic Title Company

By: _____
Its: _____
Date: _____

**RECORDING REQUESTED BY AND
AFTER RECORDATION RETURN TO:**

City Clerk
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Recorded for the benefit of the City of Lathrop
pursuant to Government Code Section 27383

FOURTEENTH AMENDMENT TO NOTICE OF SPECIAL TAX LIEN

City of Lathrop
Community Facilities District No. 2013-1
(River Islands Public Services and Facilities)
Annexation No. 14

Pursuant to the requirements of Section 3117.5 of the Streets and Highways Code of California and the Mello-Roos Community Facilities Act of 1982, as amended, Section 53311, *et seq.*, of the California Government Code (the "Act"), the undersigned City Clerk of the City of Lathrop (the "City"), County of San Joaquin, State of California, hereby gives notice that a lien to secure payment of a special tax is hereby imposed by the City Council of the City on the property described in Exhibit A hereto. The special tax secured by this lien is authorized to be levied for the purpose of paying principal and interest on bonds, the proceeds of which are being used to finance the acquisition and construction of all or a portion of the public facilities authorized to be funded by the City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities) (the "CFD"), and to pay costs of the public services and facilities authorized to be funded by the CFD, both as described in Exhibit A to the Notice of Special Tax Lien heretofore recorded in the Office of the County Recorder for the County of San Joaquin, State of California (the "County Recorder") on November 18, 2013 as Document No. 2013-143754 (the "Original Notice"), and said special tax is to be levied according to the Rate and Method of Apportionment of Special Tax set forth in Exhibit B to the Notice of Special Tax Lien, to which recorded Notice of Special Tax Lien reference is hereby made and the provisions of which are hereby incorporated herein in full by this reference. An Amended Notice of Special Tax Lien reflecting the Amended Rate and Method of Apportionment of Special Tax was subsequently recorded at the County Recorder on October 23, 2015 as Document No. 2015-127760 (the "Amended Notice").

This Fourteenth Amendment to Notice of Special Tax Lien amends the Notice of Special Tax Lien to add to the territory within the City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities) certain real property identified in Exhibit A hereto (the "Property") and shown within the future annexation area on the boundary map of the community facilities district recorded on June 1, 2013, in Book 6 of Maps of Assessment and Community Facilities Districts at Page 42 (Document No. 2013-136637), in the Office of the

County Recorder, which map is the final boundary map of the community facilities district. The Property is being annexed into Tax Zone 1 of the community facilities district, as described in the Amended and Restated Rate and Method of Apportionment of Special Tax attached as Exhibit A to the Amended Notice, with the maximum special tax rates identified in Exhibit B hereto.

The assessor's tax parcel(s) numbers of all parcels or any portion thereof which are included in this Fourteenth Amendment to Notice of Special Tax Lien, together with the name(s) of the owner(s) thereof, as they appear on the latest secured assessment roll as of the date of recording hereof or as are otherwise known to the Authority are as set forth in Exhibit A hereto which is by this reference made a part hereof.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property or interests therein subject to the special tax lien, interested persons should contact the Finance Director, City of Lathrop, 390 Towne Centre Drive, Lathrop, California 95330; Telephone: (209) 941-7327.

Dated: _____, 2020.

By: _____
City Clerk,
City of Lathrop

EXHIBIT A

CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES)
ANNEXATION NO. 14
ASSESSOR'S PARCEL NUMBER(S) AND OWNER(S) OF LAND
WITHIN ANNEXATION NO. 14 TO CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES)

Name(s) of Property Owner(s)	San Joaquin County Assessor's Parcel No.
RIVER ISLANDS STAGE 2A, LLC 73 W. STEWART RD., LATHROP, CA 95330	210-400-10

EXHIBIT B
CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES)
ANNEXATION NO. 14

MAXIMUM SERVICES SPECIAL TAX FOR ZONE 1 OF THE CFD

The table below identifies the Maximum Services Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event:

Type of Property	Lot Size	Maximum Services Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2013-14)*	Maximum Services Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2013-14)*
<u>Residential Property:</u>			
Single Family Detached Property	Greater than 7,000 SqFt	\$328.74 per SFD Lot	\$155.91 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$265.42 per SFD Lot	\$125.88 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$243.51 per SFD Lot	\$115.49 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$206.98 per SFD Lot	\$98.16 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	\$192.37 per SFD Lot	\$91.23 per SFD Lot
Single Family Attached Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Multi-Family Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

** On July 1, 2014, and on each July 1 thereafter, all figures shown in the table above shall be increased by the Escalation Factor.*

MAXIMUM FACILITIES SPECIAL TAX FOR ZONE 1 OF THE CFD

The table below identifies the Maximum Facilities Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event:

Type of Property	Lot Size	Maximum Facilities Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2013-14)*	Maximum Facilities Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2013-14)*
<u>Residential Property:</u>			
Single Family Detached Property	Greater than 7,000 SqFt	\$0.00 per SFD Lot	\$172.83 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$0.00 per SFD Lot	\$139.54 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$0.00 per SFD Lot	\$128.02 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$0.00 per SFD Lot	\$108.82 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	\$0.00 per SFD Lot	\$101.14 per SFD Lot
Single Family Attached Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Multi-Family Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

** On July 1, 2014, and on each July 1 thereafter until the first Fiscal Year after the Trigger Event, all figures shown in the table above shall be increased by the Escalation Factor. On July 1 of the first Fiscal Year after the Trigger Event, and on each July 1 thereafter, the Maximum Facilities Special Taxes shall increase by two percent (2%) of the amount in effect in the prior Fiscal Year.*

**UNANIMOUS APPROVAL
of Annexation to a Community Facilities District
and Related Matters**

**CITY OF LATHROP
Community Facilities District No. 2013-1
(River Islands Public Services and Facilities)**

To the Honorable City Council,
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Members of the City Council:

This constitutes the Unanimous Approval (the "Unanimous Approval") of River Islands Stage 2A, LLC, the record owner(s) (the "Property Owner") of the fee title to the real property identified below (the "Property") contemplated by Section 53339.3 et seq. of the Mello-Roos Community Facilities Act of 1982, as amended (the "Act") to annexation of the Property to the "City of Lathrop, Community Facilities District No. 2013-1 (River Islands Public Services and Facilities)" (the "CFD"), and it states as follows:

1. Property Owner. This Unanimous Approval is submitted by the Property Owner as the record owner(s) of fee title to the Property. The Property Owner has supplied to the City current evidence of its ownership of fee title to the Property.

2. Approval of Annexation. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the annexation of the Property to the CFD. The CFD was formed to finance the municipal services and facilities (the "Services and Facilities") described in Exhibit A hereto and made a part hereof.

3. Approval of Special Tax and the Facilities and Services. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the levy of special taxes (the "Special Taxes") on the Property to finance the Services and Facilities, according to the Amended Rate and Method of Apportionment of Special Taxes for the CFD attached hereto as Exhibit B and made a part hereof (the "Rate and Method"). Exhibit B includes the cost estimate for the Facilities and Services. The Property is being annexed into Tax Zone 1 of the CFD with the maximum special tax rates identified in Exhibit C hereto. The City will create a special account into which the Special Taxes will be deposited, when collected. The City will prepare the annual report required by Government Code Section 50075.3.

4. Approval of the Appropriations Limit. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the appropriations limit established for the CFD.

5. Waivers and Vote. The Property Owner hereby confirms that this Unanimous Approval constitutes its approval and unanimous vote as described herein and as contemplated by Section 53339.3 et seq. of the Act and Article XIII A of the California Constitution. The Property Owner hereby waives all other rights with respect to the annexation of the Property, the levy of the Special Taxes on the Property and the other matters covered in this Unanimous Approval.

6. Recordation of Amendment to Notice of Special Tax Lien. The Notice of Special Tax Lien for the CFD was recorded in the Office of the County Recorder of the County of San Joaquin, State of California on November 18, 2013, as Document No. 2013-143754 in the Office of the County Recorder of the County of San Joaquin, and amended as referred to in the Amended Notice of Special Tax Lien recorded on October 23, 2015 as Document No. 2015-127760. The Property Owner hereby authorizes and directs the City Clerk to execute and cause to be recorded in the office of the County Recorder of the County of San Joaquin an amendment to the Notice of Special Tax Lien for the CFD as required by Section 3117.5 of the California Streets and Highways Code. The amendment to the Notice of Special Tax Lien shall include the Rate and Method as an exhibit thereto.

7. Authority Warranted. The Property Owner warrants to the City that the presentation of this Unanimous Approval, any votes, consents or waivers contained herein, and other actions mandated by the City for the annexation of the Property to the CFD shall not constitute or be construed as events of default or delinquencies under any existing or proposed financing documents entered into or to be entered into by the Property Owner for the Property, including any “due-on-encumbrance” clauses under any existing security instruments secured by the Property.

8. Due Diligence and Disclosures. The Property Owner agrees to cooperate with the City and its attorneys and consultants and to provide all information and disclosures required by the City about the Special Taxes to purchasers of the Property or any part of it.

9. Agreements. The Property Owner further agrees to execute such additional or supplemental agreements as may be required by the City to provide for any of the actions and conditions described in this Unanimous Approval, including any cash deposit required to pay for the City’s costs in annexing the Property to the CFD.

10. The Property. The Property is identified as follows:

Assessor’s Parcel No. 210-400-10

Property Address: N/A

By executing this Unanimous Approval, the Property Owner agrees to all of the above.

Tax Zone #: 1

Property Owner

RIVER ISLANDS STAGE 2A, LLC
a Delaware limited liability company

By: _____
Name: Susan Dell'Osso
Title: President

Notice Address:

River Islands Stage 2A, LLC
73 W. Stewart Rd.,
Lathrop, CA 95330

(Attach acknowledgment)

EXHIBIT A

**CITY OF LATHROP
Community Facilities District No. 2013-1
(River Islands Public Services and Facilities)**

DESCRIPTION OF AUTHORIZED SERVICES AND FACILITIES

Services

The services to be funded, in whole or in part, by the community facilities district (CFD) include all direct and incidental costs related to providing public services and maintenance of public infrastructure within the River Islands area including the area initially included in the CFD, as well as any future annexation area of the CFD and areas adjacent to the foregoing. More specifically, the services shall include, but not be limited to: (i) police protection services, including City contracts with the San Joaquin Sheriff's Office or other police services providers, or costs of a City police department if and when one is established, (ii) maintenance of open space, including trails and habitat areas, with services to include, but not be limited to, irrigation and vegetation control; (iii) maintenance of roads and roadways, with services to include, but not be limited to, regularly scheduled street sweeping, repair of public streets, striping of streets and repair and repainting of sound walls and other appurtenances; (iv) storm protection services, including, but not limited to, the operation and maintenance of storm drainage systems, (v) landscaping in public areas and in the public right of way along public streets, including, but not limited to, irrigation, tree trimming and vegetation maintenance and control; and (vi) any other public services authorized to be funded under Section 53313 of the California Government Code that are not already funded by another community facilities district on the property within the CFD.

The CFD may fund any of the following related to the services described in the preceding paragraph: obtaining, constructing, furnishing, operating and maintaining equipment, apparatus or facilities related to providing the services and/or equipment, apparatus, facilities or fixtures in areas to be maintained, paying the salaries and benefits of personnel necessary or convenient to provide the services, payment of insurance costs and other related expenses and the provision of reserves for repairs and replacements and for the future provision of services. The services to be financed by the CFD are in addition to those provided in the territory of the CFD before the date of formation of the CFD and will not supplant services already available within that territory when the District is created.

Facilities

The CFD may also fund all or any portion of the costs of the following facilities to be located within or in the vicinity of the CFD:

Roadway and related improvements, including, but not limited to, construction of the roadways currently identified on Vesting Tentative Map No. 3694 as Stewart Road, Golden Valley Parkway, South River Islands Parkway, North River Islands Parkway, Broad Street, Commercial Street, J8 Street, B5 Street, B6 Street and C1 Street, as well as other backbone and

arterial streets, including, but not limited to, grading, fill, pavement section, curb gutter and sidewalk, joint trench, water, sewer, reclaimed water, storm drainage, and other utility improvements necessary for, or incidental to, road construction. Roadway improvements may also include landscaping, street lights and signage, and traffic signals and striping.

Bradshaw's Crossing Bridge improvements, including, but not limited to, design, construction, utility connections, mitigation payments, right-of-way acquisition, and other improvements required for, or incidental to, construction of the bridge.

Water infrastructure, including, but not limited to, tanks, pump stations, distribution lines, and other improvements necessary for, or incidental to, the delivery of potable or reclaimed water.

Sewer infrastructure, including, but not limited to, treatment facilities, sanitary sewer collection lines and force mains, effluent holding and storage, pump stations, lift stations, and other improvements necessary for, or incidental to, the delivery of sanitary sewer service.

Public landscaping and recreational features along rivers, lakes, within parks, and along and including pathways.

Offsite public infrastructure, including, but not limited to, the extension of sanitary sewer lines and payment of license fees (e.g., to Caltrans or UPRR) and any other incidental fees or exactions.

The facilities authorized to be funded by the CFD shall include the costs of design, engineering, surveys, reports, environmental mitigation, soils testing, permits, plan check, inspection fees, impact fees, insurance, construction management, and any other costs or appurtenances related to any of the foregoing.

Administrative Expenses

The administrative expenses to be funded by the CFD include the direct and indirect expenses incurred by the City of Lathrop (City) in carrying out its duties with respect to the CFD including, but not limited to, the levy and collection of the special taxes, the fees and expenses of attorneys, any fees of the County of San Joaquin related to the CFD or the collection of special taxes, an allocable share of the salaries of any City staff directly related thereto and a proportionate amount of the City's general administrative overhead related thereto, any amounts paid by the City from its general fund with respect to the CFD or the services authorized to be financed by the CFD, and expenses incurred by the City in undertaking action to foreclose on properties for which the payment of special taxes is delinquent, and all other costs and expenses of the City in any way related to the CFD.

Other

The incidental expenses that may be funded by the CFD include, in addition to the administrative expenses identified above, the payment or reimbursement to the CFD of all costs associated with the establishment and ongoing administration of the CFD.

EXHIBIT B

**CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES)**

AMENDED RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

Special Taxes applicable to each Assessor's Parcel in the City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities) shall be levied and collected according to the tax liability determined by the City or its designee, through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in the CFD, unless exempted by law or by the provisions of Section F below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD unless a separate rate and method of apportionment of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

“Accessory Unit” means a second residential unit of limited size (e.g., granny cottage, second unit) that shares a Parcel with a single-family detached unit.

“Act” means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, (commencing with Section 53311), Division 2 of Title 5 of the California Government Code.

“Administrative Expenses” means any or all of the following: expenses of the City in carrying out its duties with respect to the CFD, including, but not limited to, the levy and collection of Special Taxes, the fees and expenses of its legal counsel, costs related to annexing property into the CFD, charges levied by the County in connection with the levy and collection of Special Taxes, costs related to property owner inquiries regarding the Special Taxes, costs associated with appeals or requests for interpretation associated with the Special Taxes and this Amended RMA, costs associated with foreclosure and collection of delinquent Special Taxes and all other costs and expenses of the City and County in any way related to the establishment or administration of the CFD.

“Administrator” means the person or firm designated by the City to administer the Special Taxes according to this Amended RMA.

“Amended RMA” means this Amended Rate and Method of Apportionment of Special Tax.

“Assessor's Parcel” or “Parcel” means a lot or parcel shown on a County Assessor's Parcel map with an assigned County Assessor's Parcel number.

“Authorized Facilities” means the public facilities authorized to be financed, in whole or in part, by Facilities Special Taxes collected within the CFD, pursuant to the documents adopted by the City Council at CFD Formation.

“Authorized Services” means those services that are authorized to be funded by Services Special Taxes collected within the CFD, pursuant to the documents adopted by the City Council at CFD Formation.

“CFD” means the City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities).

“CFD Formation” means the date on which the Resolution of Formation to form CFD No. 2013-1 was adopted by the City Council.

“City” means the City of Lathrop.

“City Council” means the City Council of the City of Lathrop.

“County” means the County of San Joaquin.

“Developed Property” means, in any Fiscal Year, the following:

- for Single Family Detached Property, all Parcels of Taxable Property for which a Final Map was recorded on or prior to June 30 of the preceding Fiscal Year
- for Multi-Family Property and Single Family Attached Property, all Parcels of Taxable Property for which a building permit for new construction of a residential structure was issued on or prior to June 30 of the preceding Fiscal Year
- for Non-Residential Property, all Parcels of Taxable Property for which a building permit for new construction of a structure was issued on or prior to June 30 of the preceding Fiscal Year.

“Development Agreement” means the 2003 Amended and Restated Development Agreement dated February 4, 2003 and recorded on March 31, 2003 in the San Joaquin County Recorder’s Office as Document No. 2003-069319, as has been amended and as may be amended in the future.

“Escalation Factor” means, in any Fiscal Year, the lesser of (i) the increase from the prior Fiscal Year, if any, in the Local Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose Area for All Urban Consumers, or (ii) four percent (4%). The CPI used shall be as determined by the Bureau of Labor Statistics from April to April beginning with the period from April 2013 to April 2014.

“Facilities Special Tax” means a special tax levied in any Fiscal Year after the Trigger Event has taken place to pay the Facilities Special Tax Requirement.

“Facilities Special Tax Requirement” means the amount necessary in any Fiscal Year after the Trigger Event to pay the costs of Authorized Facilities to be funded directly from Facilities Special Tax proceeds.

“Final Map” means a final map, or portion thereof, approved by the City and recorded by the County pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq) that creates SFD Lots. The term “Final Map” shall not include any large lot subdivision map, Assessor’s Parcel Map, or subdivision map or portion thereof, that does not create SFD Lots, including Assessor’s Parcels that are designated as remainder parcels.

“Fiscal Review Process” means the River Islands Annual Fiscal Review Process, which is required pursuant to the Development Agreement, and which process is described in detail in Exhibit B of the Development Agreement.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Maximum Facilities Special Tax” means the greatest amount of Facilities Special Tax that can be levied on a Parcel in any Fiscal Year after the Trigger Event, as determined in accordance with Section C.2 below.

“Maximum Services Special Tax” means the greatest amount of Services Special Tax that can be levied on a Parcel in any Fiscal Year, as determined in accordance with Section C.1 below.

“Maximum Special Taxes” means, collectively, the Maximum Facilities Special Tax and the Maximum Services Special Tax that can be levied on a Parcel in any Fiscal Year.

“Multi-Family Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit or use permit has been issued or is expected to be issued for construction of a residential structure with five or more Units that share a single Assessor’s Parcel number, are offered for rent to the general public, and cannot be purchased by individual homebuyers.

“Non-Residential Property” means all Assessor’s Parcels of Taxable Property for which a building permit was or is expected to be issued for an office, commercial, retail, industrial or mixed-use building, as determined by the City.

“Non-Residential Square Footage” means the net leasable square footage used by or designated for non-residential uses within a building as reflected on the condominium plan, site plan, building permit for new construction, or other such document. If a structure on a Parcel of Non-Residential Property includes Units, such Units shall be categorized and taxed as Residential Property, and the square footage of such Units shall not be counted as Non-Residential Square Footage for purposes of determining the Maximum Special Taxes pursuant to Section C below.

“Proportionately” means that the ratio of the actual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor’s Parcels of Developed Property.

“Public Property” means any property within the boundaries of the CFD that is owned by or irrevocably offered for dedication to the federal government, State of California, County, City, or other local governments or public agencies.

“Residential Property” means, collectively, Single Family Detached Property, Single Family Attached Property, and Multi-Family Property. If a building includes both Units and Non-Residential Square Footage, the Units within the building shall be categorized as Residential Property for purposes of this Amended RMA.

“Services Special Tax” means a special tax levied in any Fiscal Year to pay the Services Special Tax Requirement.

“Services Special Tax Requirement” means the amount of revenue needed in any Fiscal Year to pay for: (i) Authorized Services, (ii) Administrative Expenses, and (iii) amounts needed to cure any delinquencies in the payment of Services Special Taxes which have occurred or (based on delinquency rates in prior years) may be expected to occur in the Fiscal Year in which the tax will be collected. In any Fiscal Year, the Services Special Tax Requirement shall be reduced by surplus amounts available (as determined by the City) from the levy of the Services Special Tax in prior Fiscal Years, including revenues from the collection of delinquent Services Special Taxes and associated penalties and interest.

“SFD Lot” means an individual residential lot, identified and numbered on a recorded Final Map, on which a building permit was or is permitted to be issued for construction of a single family detached unit without further subdivision of the lot and for which no further subdivision of the lot is anticipated pursuant to an approved tentative map.

“Single Family Attached Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a residential structure consisting of two or more Units that share common walls, have separate Assessor’s Parcel numbers assigned to them (except for a duplex unit, which may share an Assessor’s Parcel with another duplex unit), and may be purchased by individual homebuyers (which shall still be the case even if the Units are purchased and subsequently offered for rent by the owner of the unit), including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 1351.

“Single Family Detached Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a Unit that does not share a common wall with another Unit. An Accessory Unit that shares a Parcel with a single-family detached unit shall not be considered a separate Unit for purposes of this Amended RMA.

“Special Taxes” means, collectively, the Facilities Special Tax and the Services Special Tax.

“Taxable Property” means all of the Assessor’s Parcels within the boundaries of the CFD which are not exempt from the Special Taxes pursuant to law or Section F below.

“Tax Zone” means a mutually exclusive geographic area within which Special Taxes may be levied pursuant to this Amended RMA. *All of the property within CFD No. 2013-1 at the time of CFD Formation is within Tax Zone 1.* Additional Tax Zones may be created when property

is annexed to the CFD, and separate Maximum Special Taxes shall be identified for property within the new Tax Zone at the time of such annexation. The Assessor's Parcels included within a new Tax Zone established when such Parcels are annexed to the CFD shall be identified by Assessor's Parcel number in the Unanimous Approval Form that is signed by the owner(s) of the Parcels at the time of annexation.

“Unanimous Approval Form” means that form executed by the record owner of fee title to a Parcel or Parcels annexed into the CFD that constitutes the property owner's approval and unanimous vote in favor of annexing into the CFD and the levy of Special Taxes against his/her Parcel or Parcels pursuant to this Amended RMA.

“Trigger Event” will be deemed to have occurred in any Fiscal Year if, on or before June 30 of the prior Fiscal Year, the City has made a finding that, for the third year in a row, the Fiscal Review Process has demonstrated that fiscal surpluses will be generated to the City's general fund from development within the River Islands Master Plan area, and, as part of the Fiscal Review Process in each of the prior three years, the Services Special Tax revenue factored into the fiscal analysis was based on the Services Special Tax being levied at only 47.43% of the Maximum Services Special Tax that could have been levied in each of those three years. Once the Trigger Event has occurred, the reduced Services Special Taxes and the Facilities Special Taxes determined pursuant to Sections C.1 and C.2 shall be the applicable Maximum Special Taxes in all future Fiscal Years regardless of the results of future Fiscal Review Processes.

“Unit” means a single family detached unit or an individual unit within a duplex, triplex, halfplex, fourplex, condominium, townhome, live/work, or apartment structure.

B. DATA FOR ADMINISTRATION OF SPECIAL TAXES

On or about July 1 of each Fiscal Year, the Administrator shall identify the current Assessor's Parcel numbers for all Parcels of Developed Property within the CFD. The Administrator shall also determine: (i) within which Tax Zone each Parcel is located; (ii) which Parcels of Developed Property are Residential Property and Non-Residential Property; (iii) the Non-Residential Square Footage of buildings on each Parcel of Non-Residential Property; (iv) for Single Family Detached Property, the square footage of each SFD Lot, (v) by reference to the condominium plan, site plan, or other document, the number of Units on each Parcel of Single Family Attached Property and Multi-Family Property; (vi) whether the Trigger Event has occurred; and (vii) the Services Special Tax Requirement and, if the Trigger Event has occurred, the Facilities Special Tax Requirement for the Fiscal Year. To determine the square footage of each Parcel of Single Family Detached Property, the Administrator shall reference Assessor's Parcel Maps or, if the square footage is not yet designated on such maps, the small lot subdivision map recorded to create the individual lots.

In any Fiscal Year, if it is determined that: (i) a parcel map for property in the CFD was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created parcels into the then current tax roll), (ii) because of the date the parcel map was recorded, the Assessor does not yet recognize the new parcels created by the parcel map, and (iii) a building permit was issued on or prior to June 30 of the prior Fiscal Year for development on one or more of the newly-created parcels, the Administrator shall calculate the

Special Taxes for Units and/or Non-Residential Square Footage within the subdivided area and levy such Special Taxes on the master Parcel that was subdivided by recordation of the parcel map.

C. MAXIMUM SPECIAL TAXES

1. Services Special Tax, Tax Zone 1

Table 1 below identifies the Maximum Services Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event; a different Maximum Services Special Tax may be identified for property that annexes into the CFD and is part of a separate Tax Zone.

TABLE 1
Maximum Services Special Tax
Tax Zone 1

<i>Type of Property</i>	<i>Lot Size</i>	<i>Maximum Services Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2013-14)*</i>	<i>Maximum Services Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2013-14)*</i>
<u>Residential Property:</u>			
Single Family Detached Property	Greater than 7,000 SqFt	\$328.74 per SFD Lot	\$155.91 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$265.42 per SFD Lot	\$125.88 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$243.51 per SFD Lot	\$115.49 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$206.98 per SFD Lot	\$ 98.16 per SFD Lot
Single Family Detached Property	Less than 4,000 SqFt	\$192.37 per SFD Lot	\$ 91.23 per SFD Lot
Single Family Attached Property	Not Applicable	\$ 0.00 per Unit	\$ 0.00 per Unit
Multi-Family Property	Not Applicable	\$ 0.00 per Unit	\$ 0.00 per Unit
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

** On July 1, 2014 and on each July 1 thereafter, all figures shown in Table 1 above shall be increased by the Escalation Factor.*

2. *Facilities Special Tax, Tax Zone 1*

Table 2 below identifies the Maximum Facilities Special Tax for Developed Property within Tax Zone 1 both before and after the Trigger Event; a different Maximum Facilities Special Tax may be identified for property that annexes into the CFD and is part of a separate Tax Zone.

TABLE 2
Maximum Facilities Special Tax
Tax Zone 1

<i>Type of Property</i>	<i>Lot Size</i>	<i>Maximum Facilities Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2013-14)*</i>	<i>Maximum Facilities Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2013-14)*</i>
Residential Property:			
Single Family Detached Property	Greater than 7,000 SqFt	\$ 0.00 per SFD Lot	\$172.83 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$ 0.00 per SFD Lot	\$139.54 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$ 0.00 per SFD Lot	\$128.02 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$ 0.00 per SFD Lot	\$108.82 per SFD Lot
Single Family Detached Property	Less than 4,000 SqFt	\$ 0.00 per SFD Lot	\$101.14 per SFD Lot
Single Family Attached Property	Not Applicable	\$ 0.00 per Unit	\$ 0.00 per Unit
Multi-Family Property	Not Applicable	\$ 0.00 per Unit	\$ 0.00 per Unit
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

*** On July 1, 2014 and on each July 1 thereafter until the first Fiscal Year after the Trigger Event, all figures shown in Table 2 above shall be increased by the Escalation Factor. On July 1 of the first Fiscal Year after the Trigger Event, and on each July 1 thereafter, the Maximum Facilities Special Taxes shall increase by two percent (2%) of the amount in effect in the prior Fiscal Year.**

3. *Maximum Special Taxes for Mixed-Use Buildings*

If, in any Fiscal Year, the Administrator determines that a Parcel of Developed Property is built or proposed to be built with both Units and Non-Residential Square Footage, the Maximum Special Tax for the Parcel shall be the sum of (i) the aggregate Maximum Special Taxes for all Units on the Parcel, and (ii) the Maximum Special Taxes determined for all of the Non-Residential Square Footage on the Parcel.

D. METHOD OF LEVY OF THE SPECIAL TAXES

1. Services Special Tax

Each Fiscal Year, the Administrator shall determine the Services Special Tax Requirement for the Fiscal Year, and the Services Special Tax shall be levied on each Parcel of Developed Property within the CFD in the amount of either (i) the Maximum Services Special Tax, or (ii) the Proportionately determined percentage of the Maximum Services Special Tax required to generate the Services Special Tax Requirement, whichever is less.

2. Facilities Special Tax

Each Fiscal Year after the Trigger Event, the Administrator shall determine the Facilities Special Tax Requirement for the Fiscal Year, and the Facilities Special Tax shall be levied on each Parcel of Developed Property within the CFD in the amount of either (i) the Maximum Facilities Special Tax, or (ii) the Proportionately determined percentage of the Maximum Facilities Special Tax required to generate the Facilities Special Tax Requirement, whichever is less.

E. MANNER OF COLLECTION OF SPECIAL TAXES

The Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that the City may directly bill, collect at a different time or in a different manner, and/or collect delinquent Special Taxes through foreclosure or other available methods.

The Facilities Special Tax shall be levied for thirty (30) Fiscal Years, beginning the first Fiscal Year after the Trigger Event has taken place. Under no circumstances may the Facilities Special Tax on a Parcel in residential use be increased in any Fiscal Year as a consequence of delinquency or default in payment of the Facilities Special Tax levied on another Parcel or Parcels by more than ten percent (10%) above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults. The Services Special Tax may be levied and collected in perpetuity.

F. EXEMPTIONS

No Special Taxes shall be levied on Public Property or any other Parcels in the CFD that are not Residential Property or Non-Residential Property, as defined herein.

G. INTERPRETATION OF SPECIAL TAX FORMULA

The City may interpret, clarify, and/or revise this Amended RMA to correct any inconsistency, vagueness or ambiguity as it relates to the Special Tax rate, the method of apportionment, the classification of properties or any definition applicable to the CFD, by resolution or ordinance. The City, upon the request of an owner of land within the CFD which is not Developed Property, may also amend this Amended RMA in any manner acceptable to the City, by resolution or

ordinance following a public hearing, upon the affirmative vote of such owner to such amendment and without the vote of owners of any other land within the CFD, provided such amendment only affects such owner's land.

EXHIBIT C
CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES)
ANNEXATION NO. 14

MAXIMUM SERVICES SPECIAL TAX FOR ZONE 1 OF THE CFD

The table below identifies the Maximum Services Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event:

Type of Property	Lot Size	Maximum Services Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2013-14)*	Maximum Services Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2013-14)*
Residential Property:			
Single Family Detached Property	Greater than 7,000 SqFt	\$328.74 per SFD Lot	\$155.91 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$265.42 per SFD Lot	\$125.88 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$243.51 per SFD Lot	\$115.49 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$206.98 per SFD Lot	\$98.16 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	\$192.37 per SFD Lot	\$91.23 per SFD Lot
Single Family Attached Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Multi-Family Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

** On July 1, 2014, and on each July 1 thereafter, all figures shown in the table above shall be increased by the Escalation Factor.*

MAXIMUM FACILITIES SPECIAL TAX FOR ZONE 1 OF THE CFD

The table below identifies the Maximum Facilities Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event:

Type of Property	Lot Size	Maximum Facilities Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2013-14)*	Maximum Facilities Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2013-14)*
<u>Residential Property:</u>			
Single Family Detached Property	Greater than 7,000 SqFt	\$0.00 per SFD Lot	\$172.83 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$0.00 per SFD Lot	\$139.54 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$0.00 per SFD Lot	\$128.02 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$0.00 per SFD Lot	\$108.82 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	\$0.00 per SFD Lot	\$101.14 per SFD Lot
Single Family Attached Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Multi-Family Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

** On July 1, 2014, and on each July 1 thereafter until the first Fiscal Year after the Trigger Event, all figures shown in the table above shall be increased by the Escalation Factor. On July 1 of the first Fiscal Year after the Trigger Event, and on each July 1 thereafter, the Maximum Facilities Special Taxes shall increase by two percent (2%) of the amount in effect in the prior Fiscal Year.*

**RECORDING REQUESTED BY AND
AFTER RECORDATION RETURN TO:**

Secretary
Island Reclamation District No. 2062
73 West Stewart Road
Lathrop, CA 95330

Recorded for the benefit of Island
Reclamation District No. 2062 pursuant
to Government Code Section 27383

THIRTEENTH AMENDMENT TO NOTICE OF SPECIAL TAX LIEN

Island Reclamation District No. 2062
Community Facilities District No. 2013-1
(Levee and Lake Maintenance Services)
Annexation No. 13

Pursuant to the requirements of Section 3117.5 of the Streets and Highways Code of California and the Mello-Roos Community Facilities Act of 1982, as amended, Section 53311, *et. seq.*, of the California Government Code (the "Act"), the undersigned Secretary of Island Reclamation District No. 2062 (the "IRD 2062"), County of San Joaquin, State of California, hereby gives notice that a lien to secure payment of a special tax is hereby imposed by the Board of Trustees of IRD 2062 on the property described in Exhibit A hereto. The special tax secured by this lien is authorized to be levied for the purpose of paying the costs of services described in Exhibit A to the Notice of Special Tax Lien heretofore recorded in the Office of the County Recorder for the County of San Joaquin, State of California (the "County Recorder") on October 3, 2013 as Document No. 2013-126695 (the "Original Notice"), and said special tax is to be levied according to the Amended and Restated Rate and Method of Apportionment of Special Tax set forth in that certain First Amendment to Notice of Special Tax Lien heretofore recorded in the Office of the County Recorder on September 10, 2014 as Document No. 2014-089987 (the "First Amendment"), to which recorded Notice of Special Tax Lien and recorded First Amendment to Notice of Special Tax Lien reference is hereby made and the provisions of which are hereby incorporated herein in full by this reference.

This Thirteenth Amendment to Notice of Special Tax Lien amends the Notice of Special Tax Lien to add to the territory within Island Reclamation District No. 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance Services) certain real property identified in Exhibit A hereto (the "Property") and shown within the future annexation area on the boundary map of the community facilities district recorded on August 29, 2013, in Book 6 of Maps of Assessment and Community Facilities Districts at Page 41 (Document No. 2013-111318, in the Office of the County Recorder, which map is the final boundary map of the community facilities district. The Property is being annexed into Tax Zone 1 of the community facilities district, as described in the Amended and Restated Rate and Method of Apportionment of Special Tax

attached as Exhibit A to the First Amendment, with the maximum special tax rates identified in Exhibit B hereto.

The assessor's tax parcel(s) numbers of all parcels or any portion thereof which are included in this Thirteenth Amendment to Notice of Special Tax Lien, together with the name(s) of the owner(s) thereof, as they appear on the latest secured assessment roll as of the date of recording hereof or as are otherwise known to IRD 2062 are as set forth in Exhibit A hereto which is by this reference made a part hereof.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property or interests therein subject to the special tax lien, interested persons should contact the Treasurer of Island Reclamation District No. 2062, 73 West Stewart Road, Lathrop, California 95330, telephone number (209) 879-7900.

Dated: _____, 2020.

By: _____
Susan Dell'Osso, President,
Island Reclamation District No. 2062

EXHIBIT A

ISLAND RECLAMATION DISTRICT NO. 2062
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(LEVEE AND LAKE MAINTENANCE SERVICES)
ANNEXATION NO. 13

ASSESSOR'S PARCEL NUMBER(S) AND OWNER(S) OF LAND WITHIN
ANNEXATION NO. 13 TO ISLAND RECLAMATION DISTRICT NO. 2062
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(LEVEE AND LAKE MAINTENANCE SERVICES)

<u>Name(s) of Property Owner(s)</u>	<u>San Joaquin County Assessor's Parcel No.</u>
RIVER ISLANDS STAGE 2A, LLC 73 W. STEWART RD., LATHROP, CA 95330	210-400-10

EXHIBIT B

ISLAND RECLAMATION DISTRICT NO. 2062
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(LEVEE AND LAKE MAINTENANCE SERVICES)
ANNEXATION NO. 13

MAXIMUM SPECIAL TAXES FOR ZONE 1 OF THE CFD

The table below identifies the Maximum Special Tax for Taxable Property within Tax Zone 1 and all Parcels that annex into Tax Zone 1.

TAX ZONE 1
MAXIMUM SPECIAL TAXES

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2013-14 *</i>
Residential Property	\$81.00 per SFD Lot or Residential Unit
Non-Residential Property	\$640.00 per Acre
Mixed-Use Property	See Formula in RMA
Undeveloped Property	\$736.00 per Acre

* On July 1, 2014, and on each July 1 thereafter, the Maximum Special Taxes shown in Table 1 above shall be increased by the Escalation Factor.

CONSENT TO, AND BALLOT IN FAVOR OF, ANNEXATION OF REAL PROPERTY TO ISLAND RECLAMATION DISTRICT NO. 2062 COMMUNITY FACILITIES DISTRICT NO. 2013-1 (LEVEE AND LAKE MAINTENANCE SERVICES)

To: Board of Trustees of Island Reclamation
District No. 2062, in its capacity as the
legislative body for Island Reclamation
District No. 2062 Community Facilities
District No. 2013-1 (Levee and Lake
Maintenance Services)

The undersigned hereby states and certifies, under penalty of perjury, as follows:

1. The undersigned is the owner (the "Owner"), or the legally authorized representative of the Owner, of fee title to the real property identified by San Joaquin County Assessor's parcel number(s) listed below (the "Property"), and possesses all legal authority necessary to execute this consent to, and ballot in favor of (the "Consent and Ballot"), the annexation of the Property to Island Reclamation District No. 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance Services) (the "CFD").

2. The Owner understands that the Board of Trustees of Island Reclamation District No. 2062 (the "Board") has conducted proceeding pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Law") to form the CFD to finance various services (the "Services") described in Exhibit A hereto. The Owner also understands that the proceedings for the formation of the CFD authorized the Board to levy an annual special tax (the "Special Tax") on property in the CFD as specified in the Amended and Restated Rate and Method of Apportionment of Special Taxes (the "Rate and Method") for the CFD, a copy of which is attached hereto as Exhibit B, and authorized the annexation of property to the CFD, without additional public hearings, upon approval of the fee title owner of the property to be annexed as permitted by Section 53339.7(a) of the Law.

The Owner has been advised that a Notice of Special Tax Lien was recorded against the real property initially included within the boundaries of the CFD in the Office of the San Joaquin County Recorder (the "County Recorder") on October 3, 2013 as Document No. 2013-126695, and a First Amendment to Notice of Special Tax Lien was recorded against the real property initially included within the boundaries of the CFD in the Office of the County Recorder on September 10, 2014 as Document No. 2014-089987 (collectively, the "Notice of Special Tax Lien").

3. The Owner hereby irrevocably consents to, approves, and votes (for purposes of Article XIII A of the California Constitution) in favor of the annexation of the Property to Tax Zone 1 of the CFD (as such Tax Zone is described in the Notice of Special Tax Lien, and as the Maximum Special Tax rates for such Tax Zone 1 are set forth in Exhibit C hereto), and irrevocably consents to, approves and votes in favor of the annual levy of the Special Tax on the Property pursuant to the Rate and Method to finance the Services. The Owner acknowledges that the Secretary of Island Reclamation District No. 2062 will record, or cause to be recorded, against the Property in

the Office of the County Recorder an amendment to the Notice of Special Tax Lien as required by Section 3117.5 of the California Streets and Highways Code, which will impose a continuing lien on the Property to secure each levy of the Special Tax, and that under the Law said lien (a) will be coequal with the lien for ad valorem real property taxes levied by the County of San Joaquin on the Property, and (b) will be senior to any lien of any mortgage on the Property whether such mortgage lien was recorded prior to or after the recordation of the amendment to the Notice of Special Tax Lien.

4. The Owner hereby irrevocably waives any right the Owner may otherwise have to protest or challenge the validity of the proceedings of the Board to form the CFD and to authorize the annexation of any property (including the Property) to the CFD, and any necessity, requirement or right for further public hearings or any election pertaining to the annexation of the Property to the CFD or the levy of the Special Tax on the Property.

5. The Owner hereby agrees to provide written notice of the annexation of the Property to the CFD, and of the authority of the Board to levy the Special Tax on the Property pursuant to the Rate and Method, to any subsequent purchaser of the Property to the extent required by applicable law.

The Property subject to this Consent and Ballot, and to be annexed to the CFD, consist of the following San Joaquin County Assessor's Parcel(s):

210-400-10

The full legal name of the fee title Owner of the Property is:

River Islands Stage 2A, LLC

The foregoing Consent and Ballot is hereby executed on _____, 2020, in Lathrop, California.

By: _____
(signature)

Susan Dell'Osso
(type name of person executing
Consent and Ballot)

Its: President
(insert legal capacity of person
executing Consent and Ballot)

EXHIBIT A

ISLAND RECLAMATION DISTRICT NO. 2062 COMMUNITY FACILITIES DISTRICT NO. 2013-1 (LEVEE AND LAKE MAINTENANCE SERVICES)

DESCRIPTION OF SERVICES ELIGIBLE TO BE FUNDED BY THE DISTRICT

Services:

The services to be funded, in whole or in part, by the community facilities district (the "District") include all direct and incidental costs related to providing for the maintenance of lakes and levees within the River Islands area including the area initially included in the District, as well as any future annexation area of the District and areas adjacent to the foregoing. More specifically, the services shall include, but not be limited to, the maintenance of: (i) levees in urban and rural areas, including but not limited to squirrel and rodent abatement, vegetation control and repairs and renovations; (ii) lakes and their storm drainage and recreational functions, including but not limited to maintenance of pumps, intake and outfall structures, aeration systems and vegetation along lake edge areas; and (iii) other public services authorized to be funded under Section 53313(e) of the California Government Code. The District may fund any of the following related to the services described in the preceding sentence: obtaining, constructing, furnishing, operating and maintaining equipment, apparatus or facilities related to providing the services and/or equipment, apparatus, facilities or fixtures in areas to be maintained, paying the salaries and benefits of personnel necessary or convenient to provide the services, payment of insurance costs and other related expenses and the provision of reserves for repairs and replacements and for the future provision of services.

The services to be financed by the District are in addition to those provided in the territory of the District before the date of creation of the District, and will not supplant services already available within that territory when the District is created.

Administrative Expenses:

The administrative expenses to be funded by the District include the direct and indirect expenses incurred by Island Reclamation District No. 2062 (the "RD") in carrying out its duties with respect to the District (including, but not limited to, the levy and collection of the special taxes) including the fees and expenses of attorneys, any fees of the County of San Joaquin related to the District or the collection of special taxes, an allocable share of the salaries of any RD staff directly related thereto and a proportionate amount of the RD's general administrative overhead related thereto, any amounts paid by the RD from its general fund with respect to the District or the services authorized to be financed by the District, and expenses incurred by the RD in undertaking action to foreclose on properties for which the payment of special taxes is delinquent, and all other costs and expenses of the RD in any way related to the District.

Other:

The incidental expenses that may be funded by the District include, in addition to the administrative expenses identified above, the payment or reimbursement to the RD of all costs associated with the establishment and administration of the District.

EXHIBIT B

ISLAND RECLAMATION DISTRICT 2062 COMMUNITY FACILITIES DISTRICT NO. 2013-1 (LEVEE AND LAKE MAINTENANCE SERVICES)

AMENDED RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in the Island Reclamation District 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance Services) shall be levied and collected according to the tax liability determined by the Board of Trustees or its designee, through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in CFD No. 2013-1, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD unless a separate rate and method of apportion of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Accessory Unit" means a second residential unit of limited size (e.g., granny cottage, second unit) that shares a Parcel with a single-family detached unit.

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map or other parcel map recorded with the County.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, (commencing with Section 53311), Division 2 of Title 5 of the California Government Code.

"Administrative Expenses" means any or all of the following: the expenses of RD 2062 in carrying out its duties with respect to CFD No. 2013-1 including, but not limited to, levying and collecting the Special Tax, fees and expenses of legal counsel, charges levied by the County Auditor's Office, Tax Collector's Office, and/or Treasurer's Office, costs related to annexing property into the CFD, costs related to property owner inquiries regarding the Special Tax, and all other costs and expenses of RD 2062, Lathrop Irrigation District, and the River Islands Public Financing Authority in any way related to the establishment or administration of the CFD.

"Administrator" means the person or firm designated by RD 2062 to administer the Special Tax according to the Amended RMA.

"Amended RMA" means this Amended Rate and Method of Apportionment of Special Tax.

"Assessor's Parcel" or "Parcel" means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel number.

“Assessor’s Parcel Map” means an official map of the County Assessor designating parcels by Assessor’s Parcel number.

“Association Property” means any property within the CFD that is owned by a homeowners association or property owners association, excluding Association Property under the pad or footprint of a Residential Unit.

“Authorized Services” means the public services authorized to be funded by the CFD as set forth in the documents adopted by the Board when the CFD was formed.

“Board of Trustees” or **“Board”** means the Board of Trustees of RD 2062.

“CFD” or **“CFD No. 2013-1”** means the Island Reclamation District 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance Services).

“CFD Formation” means the date on which the Resolution of Formation to form CFD No. 2013-1 was adopted by the Board of Trustees.

“City” means the City of Lathrop.

“City Council” means the City Council of the City of Lathrop.

“County” means the County of San Joaquin.

“Developed Property” means, in any Fiscal Year, the following:

- for Single Family Detached Property, all Parcels of Taxable Property for which a Final Map was recorded on or prior to June 30 of the preceding Fiscal Year
- for Multi-Family Property and Single Family Attached Property, all Parcels of Taxable Property for which a building permit for new construction of a residential structure was issued on or prior to June 30 of the preceding Fiscal Year
- for Non-Residential Property, all Parcels of Taxable Property for which a building permit for new construction of a structure was issued on or prior to June 30 of the preceding Fiscal Year.

“Escalation Factor” means, in any Fiscal Year, the lesser of (i) the increase from the prior Fiscal Year, if any, in the Local Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose Area for All Urban Consumers, or (ii) four percent (4%). The CPI used shall be as determined by the Bureau of Labor Statistics from April to April beginning with the period from April 2013 to April 2014.

“Final Map” means a final map, or portion thereof, recorded by the County pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) that creates individual lots on which building permits for new construction may be issued without further subdivision

and for which no further subdivision is anticipated pursuant to a tentative map approved for the property or, if no tentative map has been approved, pursuant to a then current specific plan or other land use plan for the property.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Maximum Special Tax” means the greatest amount of Special Tax that can be levied in any Fiscal Year determined in accordance with Section C below.

“Multi-Family Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit or use permit has been issued for construction of a residential structure with five or more Units that share a single Assessor’s Parcel number, are offered for rent to the general public, and cannot be purchased by individual homebuyers.

“Non-Residential Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a structure that will be used for any non-residential purpose.

“Proportionately” means the following: (i) for Developed Property, the ratio of the actual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor’s Parcels of Developed Property; and (ii) for Undeveloped Property, the ratio of the actual Special Tax to the Maximum Special Tax is equal for all Assessor’s Parcels of Undeveloped Property.

“Public Property” means any property within the boundaries of CFD No. 2013-1 that is owned by or irrevocably offered for dedication to the federal government, State of California, County, City, or other local government or public agency.

“RD 2062” means Island Reclamation District 2062.

“Residential Property” means, in any Fiscal Year, collectively, Single Family Detached Property, Single Family Attached Property, and Multi-Family Property. Notwithstanding the foregoing, if a building permit is issued for a structure that includes both Residential Units and non-residential uses, the Residential Units within the building will be categorized as Residential Property, and a Special Tax shall be calculated separately for the Residential Units and Non-Residential Property on the Parcel, as set forth in Section C.1.c below.

“Residential Unit” means an individual single-family detached unit, an individual residential unit within a duplex, halfplex, triplex, fourplex, townhome, live/work or condominium structure, or an individual apartment unit.

“SFD Lot” means an individual residential lot, identified and numbered on a recorded Final Map, on which a building permit was or is permitted to be issued for construction of a single family detached unit without further subdivision of the lot and for which no further subdivision of the lot is anticipated pursuant to an approved tentative map.

“Single Family Attached Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a residential structure consisting of two or more Units that share common walls, have separate Assessor’s Parcel numbers assigned to them (except for a duplex unit, which may share an Assessor’s Parcel with another duplex unit), and may be purchased by individual homebuyers (which shall still be the case even if the Units are purchased and subsequently offered for rent by the owner of the unit), including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 1351.

“Single Family Detached Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a Unit that does not share a common wall with another Unit. An Accessory Unit that shares a Parcel with a single-family detached unit shall not be considered a separate Unit for purposes of this Amended RMA.

“Special Tax” means a Special Tax levied in any Fiscal Year to pay the Special Tax Requirement.

“Special Tax Requirement” means the amount of revenue needed in any Fiscal Year to pay for the following: (i) Authorized Services; (ii) Administrative Expenses; and (iii) amounts needed to cure any delinquencies in the payment of Special Taxes which have occurred or, based on delinquency rates in prior years, may be expected to occur in the Fiscal Year in which the Special Tax will be collected.

“Taxable Property” means all Assessor’s Parcels within the boundaries of CFD No. 2013-1 that are not exempt from the Special Tax pursuant to law or Section E below.

“Tax Zone” means a mutually exclusive geographic area within which the Special Tax may be levied pursuant to this Amended RMA. All of the property within CFD No. 2013-1 at the time of CFD Formation is within Tax Zone 1. Additional Tax Zones may be created when property is annexed to the CFD, and a separate Maximum Special Tax shall be identified for property within the new Tax Zone at the time of such annexation. The Assessor’s Parcels included within a new Tax Zone established when such Parcels are annexed to the CFD shall be identified by Assessor’s Parcel number in the Unanimous Approval Form that is signed by the owner(s) of the Parcels at the time of annexation.

“Unanimous Approval Form” means that form executed by the record owner of fee title to a Parcel or Parcels annexed into the CFD that constitutes the property owner’s approval and unanimous vote in favor of annexing into the CFD and the levy of the Special Tax against his/her Parcel or Parcels pursuant to this Amended RMA.

“Undeveloped Property” means, in any Fiscal Year, all Parcels of Taxable Property in CFD No. 2013-1 that are not Developed Property.

B. DATA FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall identify the current Assessor’s Parcel numbers for all Parcels of Taxable Property within the CFD. The Administrator shall also determine: (i) whether each Assessor’s Parcel of Taxable Property is Developed Property or Undeveloped Property; (ii)

in which Tax Zone each Assessor's Parcel is located; and (iii) the Special Tax Requirement for the then-current Fiscal Year.

In any Fiscal Year, if it is determined that (i) a Final Map for a portion of property in the CFD was recorded after the last date upon which the Assessor will incorporate the newly-created Parcels into the then current tax roll, and (ii) because of the date the Final Map was recorded, the Assessor does not yet recognize the new Parcels created by the Final Map, the Administrator shall calculate the Special Tax for the property affected by recordation of the Final Map by determining the Special Tax that applies separately to each newly-created Parcel, then applying the sum of the individual Special Taxes to the original Parcel that was subdivided by recordation of the Final Map.

C. MAXIMUM SPECIAL TAXES

1. Developed Property

a. Residential Property

The Maximum Special Tax for Fiscal Year 2013-14 for all Parcels of Residential Property within Tax Zone 1 shall be \$81 per SFD Lot or Residential Unit. All of the property within the CFD at the time of CFD Formation is within Tax Zone 1; a different Maximum Special Tax may be identified for property that annexes into the CFD and is part of a separate Tax Zone. Beginning July 1, 2014 and each July 1 thereafter, the Maximum Special Tax for Residential Property shall be increased by the Escalation Factor.

b. Non-Residential Property

The Maximum Special Tax for Fiscal Year 2013-14 for Non-Residential Property within Tax Zone 1 shall be \$640 per Acre. All of the property within the CFD at the time of CFD Formation is within Tax Zone 1 a different Maximum Special Tax may be identified for property that annexes into the CFD and is part of a separate Tax Zone. Beginning July 1, 2014 and each July 1 thereafter, the Maximum Special Tax for Non-Residential Property shall be increased by the Escalation Factor.

c. Mixed-Use Property

If, in any Fiscal Year, the Administrator determines that a Parcel of Developed Property is built or proposed to be built with both Residential Units and non-residential uses, the Maximum Special Tax for the Parcel shall be the sum of (i) the Maximum Special Tax for Residential Property multiplied by all Residential Units on the Parcel, and (ii) the Maximum Special Tax for Non-Residential Property multiplied by the full Acreage of the Parcel. After the aggregate Maximum Special Tax has been determined for a Parcel, such Maximum Special Tax shall be escalated beginning the next Fiscal Year and each Fiscal Year thereafter by the Escalation Factor.

2. Undeveloped Property

The Maximum Special Tax for Fiscal Year 2013-14 for all Parcels of Undeveloped Property within Tax Zone 1 shall be \$736 per Acre. Beginning July 1, 2014 and each July 1 thereafter, the Maximum Special Tax for Undeveloped Property shall be increased by the Escalation Factor.

D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAXES

Each Fiscal Year, the Administrator shall determine the Special Tax Requirement for that Fiscal Year and levy the Special Tax on all Parcels of Taxable Property as follows:

Step 1: The Special Tax shall be levied Proportionately on each Parcel of Developed Property up to 100% of the Maximum Special Tax for each Parcel for such Fiscal Year until the amount levied is equal to the Special Tax Requirement;

Step 2: If additional revenue is needed after Step 1, the Special Tax shall be levied Proportionately on each Parcel of Undeveloped Property up to 100% of the Maximum Special Tax for each Parcel for such Fiscal Year until the amount levied, when combined with the amount levied pursuant to Step 1, is equal to the Special Tax Requirement.

The Special Taxes for CFD No. 2013-1 shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that RD 2062 may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner, and may collect delinquent Special Taxes through foreclosure or other available methods.

E. EXEMPTIONS

Notwithstanding any other provision of this Amended RMA, no Special Tax shall be levied on Parcels of Association Property or Public Property, except as otherwise provided in the Act.

F. INTERPRETATION OF SPECIAL TAX FORMULA

RD 2062 reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to RD 2062's discretion. Interpretations may be made by RD 2062 by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Amended RMA.

G. APPEAL OF SPECIAL TAX LEVY

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the Administrator not later than one calendar year after having paid the Special Tax that is disputed. The Administrator shall promptly review the appeal and, if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and decide the appeal. If the property owner disagrees with the Administrator's decision relative to the appeal, the owner may then file a written appeal with the

Board whose subsequent decision shall be binding. If the decision of the Administrator (if the appeal is not filed with the Board) or the Board (if the appeal is filed with the Board) requires the Special Tax to be modified or changed in favor of the property owner, no cash refund shall be made for prior years' Special Tax levies, but an adjustment shall be made to the next Special Tax levy(ies). This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

EXHIBIT B

ISLAND RECLAMATION DISTRICT NO. 2062
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(LEVEE AND LAKE MAINTENANCE SERVICES)
ANNEXATION NO. 13

MAXIMUM SPECIAL TAXES FOR ZONE 1 OF THE CFD

The table below identifies the Maximum Special Tax for Taxable Property within Tax Zone 1 and all Parcels that annex into Tax Zone 1.

TAX ZONE 1
MAXIMUM SPECIAL TAXES

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2013-14 *</i>
Residential Property	\$81.00 per SFD Lot or Residential Unit
Non-Residential Property	\$640.00 per Acre
Mixed-Use Property	See Formula in RMA
Undeveloped Property	\$736.00 per Acre

** On July 1, 2014, and on each July 1 thereafter, the Maximum Special Taxes shown in Table 1 above shall be increased by the Escalation Factor.*

**RECORDING REQUESTED BY AND
AFTER RECORDATION RETURN TO:**

Secretary
 River Islands Public Financing Authority
 73 West Stewart Road
 Lathrop, CA 95330

Recorded for the benefit of the River Islands
 Public Financing Authority pursuant to
 Government Code Section 27383

THIRTEENTH AMENDMENT TO NOTICE OF SPECIAL TAX LIEN

River Islands Public Financing Authority
 Community Facilities District No. 2013-1
 (River Islands Public Services)
 Annexation No. 13

Pursuant to the requirements of Section 3117.5 of the Streets and Highways Code of California and the Mello-Roos Community Facilities Act of 1982, as amended, Section 53311, *et. seq.*, of the California Government Code (the "Act"), the undersigned Secretary of the River Islands Public Financing Authority (the "Authority"), County of San Joaquin, State of California, hereby gives notice that a lien to secure payment of a special tax is hereby imposed by the Board of Directors of the Authority on the property described in Exhibit A hereto. The special tax secured by this lien is authorized to be levied for the purpose of paying the costs of services described in Exhibit A to the Notice of Special Tax Lien heretofore recorded in the Office of the County Recorder for the County of San Joaquin, State of California (the "County Recorder") on October 3, 2013 as Document No. 2013-126691 (the "Original Notice"), and said special tax is to be levied according to the Amended and Restated Rate and Method of Apportionment of Special Tax set forth in that certain First Amendment to Notice of Special Tax Lien heretofore recorded in the Office of the County Recorder on September 10, 2014 as Document No. 2014-089986 (the "First Amendment"), to which recorded Notice of Special Tax Lien and recorded First Amendment to Notice of Special Tax Lien reference is hereby made and the provisions of which are hereby incorporated herein in full by this reference.

This Thirteenth Amendment to Notice of Special Tax Lien amends the Notice of Special Tax Lien to add to the territory within the River Islands Public Financing Authority Community Facilities District No. 2013-1 (River Islands Public Services) certain real property identified in Exhibit A hereto (the "Property") and shown within the future annexation area on the boundary map of the community facilities district recorded on August 29, 2013, in Book 6 of Maps of Assessment and Community Facilities Districts at Page 40 (Document No. 2013-111317, in the Office of the County Recorder, which map is the final boundary map of the community facilities district. The Property is being annexed into Tax Zone 2 of the community facilities district, as described in the Amended and Restated Rate and Method of Apportionment of Special Tax

attached as Exhibit A to the First Amendment, with the maximum special tax rates identified in Exhibit B hereto.

The assessor's tax parcel(s) numbers of all parcels or any portion thereof which are included in this Thirteenth Amendment to Notice of Special Tax Lien, together with the name(s) of the owner(s) thereof, as they appear on the latest secured assessment roll as of the date of recording hereof or as are otherwise known to the Authority are as set forth in Exhibit A hereto which is by this reference made a part hereof.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property or interests therein subject to the special tax lien, interested persons should contact the Treasurer of the River Islands Public Financing Authority, 73 West Stewart Road, Lathrop, California 95330, telephone number (209) 879-7900.

Dated: _____, 2020.

By: _____
Jeanne Zolezzi, Secretary,
River Islands Public Financing Authority

EXHIBIT A

RIVER ISLANDS PUBLIC FINANCING AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(RIVER ISLANDS PUBLIC SERVICES)
ANNEXATION NO. 13

ASSESSOR'S PARCEL NUMBER(S) AND OWNER(S) OF LAND WITHIN
ANNEXATION NO. 13 TO RIVER ISLANDS PUBLIC FINANCING AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(RIVER ISLANDS PUBLIC SERVICES)

<u>Name(s) of Property Owner(s)</u>	<u>San Joaquin County Assessor's Parcel No.</u>
RIVER ISLANDS STAGE 2A, LLC 73 W. STEWART RD., LATHROP, CA 95330	210-400-10

EXHIBIT B

RIVER ISLANDS PUBLIC FINANCING AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(RIVER ISLANDS PUBLIC SERVICES)
ANNEXATION NO. 13

MAXIMUM SPECIAL TAXES FOR ZONE 2 OF THE CFD

The table below identifies the Maximum Special Tax for Taxable Property within Tax Zone 2 and all Parcels that annex into Tax Zone 2.

TAX ZONE 2
MAXIMUM SPECIAL TAXES

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2013-14 *</i>
Residential Property	\$276.26 per SFD Lot or Residential Unit
Non-Residential Property	\$960.00 per Acre
Mixed-Use Property	See Formula in RMA
Undeveloped Property	\$1,191.00 per Acre

* On July 1, 2014, and on each July 1 thereafter, the Maximum Special Taxes shown in Table 1 above shall be increased by the Escalation Factor.

CONSENT TO, AND BALLOT IN FAVOR OF, ANNEXATION OF REAL PROPERTY TO THE RIVER ISLANDS PUBLIC FINANCING AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2013-1 (RIVER ISLANDS PUBLIC SERVICES)

To: Board of Directors of the River Islands
Public Financing Authority, in its capacity
as the legislative body for the River Islands
Public Financing Authority Community
Facilities District No. 2013-1 (River Islands
Public Services)

The undersigned hereby states and certifies, under penalty of perjury, as follows:

1. The undersigned is the owner (the "Owner"), or the legally authorized representative of the Owner, of fee title to the real property identified by San Joaquin County Assessor's parcel number(s) listed below (the "Property"), and possesses all legal authority necessary to execute this consent to, and ballot in favor of (the "Consent and Ballot"), the annexation of the Property to the River Islands Public Financing Authority Community Facilities District No. 2013-1 (River Islands Public Services) (the "CFD").

2. The Owner understands that the Board of Directors of the River Islands Public Financing Authority (the "Board") has conducted proceeding pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Law") to form the CFD to finance various services (the "Services") described in Exhibit A hereto. The Owner also understands that the proceedings for the formation of the CFD authorized the Board to levy an annual special tax (the "Special Tax") on property in the CFD as specified in the Amended and Restated Rate and Method of Apportionment of Special Taxes (the "Rate and Method") for the CFD, a copy of which is attached hereto as Exhibit B, and authorized the annexation of property to the CFD, without additional public hearings, upon approval of the fee title owner of the property to be annexed as permitted by Section 53339.7(a) of the Law.

The Owner has been advised that a Notice of Special Tax Lien was recorded against the real property initially included within the boundaries of the CFD in the Office of the San Joaquin County Recorder (the "County Recorder") on October 3, 2013 as Document No. 2013-126691, and a First Amendment to Notice of Special Tax Lien was recorded against the real property initially included within the boundaries of the CFD in the Office of the County Recorder on September 10, 2014 as Document No. 2014-089986 (collectively, the "Notice of Special Tax Lien").

3. The Owner hereby irrevocably consents to, approves, and votes (for purposes of Article XIII A of the California Constitution) in favor of the annexation of the Property to Tax Zone 2 of the CFD (as such Tax Zone is described in the Notice of Special Tax Lien, and as the Maximum Special Tax rates for such Tax Zone 2 are set forth in Exhibit C hereto), and irrevocably consents to, approves and votes in favor of the annual levy of the Special Tax on the Property pursuant to the Rate and Method to finance the Services. The Owner acknowledges that the Secretary of the River Islands Public Financing Authority will record, or cause to be recorded, against the

Property in the Office of the County Recorder an amendment to the Notice of Special Tax Lien as required by Section 3117.5 of the California Streets and Highways Code, which will impose a continuing lien on the Property to secure each levy of the Special Tax, and that under the Law said lien (a) will be coequal with the lien for ad valorem real property taxes levied by the County of San Joaquin on the Property, and (b) will be senior to any lien of any mortgage on the Property whether such mortgage lien was recorded prior to or after the recordation of the amendment to the Notice of Special Tax Lien.

4. The Owner hereby irrevocably waives any right the Owner may otherwise have to protest or challenge the validity of the proceedings of the Board to form the CFD and to authorize the annexation of any property (including the Property) to the CFD, and any necessity, requirement or right for further public hearings or any election pertaining to the annexation of the Property to the CFD or the levy of the Special Tax on the Property.

5. The Owner hereby agrees to provide written notice of the annexation of the Property to the CFD, and of the authority of the Board to levy the Special Tax on the Property pursuant to the Rate and Method, to any subsequent purchaser of the Property to the extent required by applicable law.

The Property subject to this Consent and Ballot, and to be annexed to the CFD, consist of the following San Joaquin County Assessor's Parcel(s):

210-400-10

The full legal name of the fee title Owner of the Property is:

River Islands Stage 2A, LLC

The foregoing Consent and Ballot is hereby executed on _____, 2020, in Lathrop, California.

By: _____
(signature)

Susan Dell'Osso
(type name of person executing
Consent and Ballot)

Its: President
(insert legal capacity of person
executing Consent and Ballot)

EXHIBIT A

RIVER ISLANDS PUBLIC FINANCING AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2013-1 (RIVER ISLANDS PUBLIC SERVICES)

DESCRIPTION OF SERVICES ELIGIBLE TO BE FUNDED BY THE DISTRICT

Services:

The services to be funded, in whole or in part, by the community facilities district (the "District") include all direct and incidental costs related to providing for the maintenance of public infrastructure within the River Islands area including the area initially included in the District, as well as any future annexation area of the District and areas adjacent to the foregoing. More specifically, the services shall include, but not be limited to, the maintenance of: (i) parks and open space, including trails and habitat areas, with services to include, but not be limited to, irrigation and vegetation control; (ii) roads and roadways, with services to include, but not be limited to, the maintenance and repair of public streets, striping of streets and repair and repainting of sound walls and other appurtenances; (iii) street lighting, including, but not limited to, repairs to and replacement of street lights along public streets; (iv) landscaping in public areas and in the public right of way along public streets, including, but not limited to, irrigation, tree trimming and vegetation maintenance and control; and (v) any other public services authorized to be funded under Section 53313(d) of the California Government Code. The District may fund any of the following related to the services described in the preceding sentence: obtaining, constructing, furnishing, operating and maintaining equipment, apparatus or facilities related to providing the services and/or equipment, apparatus, facilities or fixtures in areas to be maintained, paying the salaries and benefits of personnel necessary or convenient to provide the services, payment of insurance costs and other related expenses and the provision of reserves for repairs and replacements and for the future provision of services.

The services to be financed by the District are in addition to those provided in the territory of the District before the date of creation of the District, and will not supplant services already available within that territory when the District is created.

Administrative Expenses:

The administrative expenses to be funded by the District include the direct and indirect expenses incurred by the River Islands Public Financing Authority (the "Authority") in carrying out its duties with respect to the District (including, but not limited to, the levy and collection of the special taxes) including the fees and expenses of attorneys, any fees of the County of San Joaquin related to the District or the collection of special taxes, an allocable share of the salaries of any Authority staff directly related thereto and a proportionate amount of the Authority's general administrative overhead related thereto, any amounts paid by the Authority from its general fund with respect to the District or the services authorized to be financed by the District, and expenses incurred by the Authority in undertaking action to foreclose on properties for which the payment of special taxes is delinquent, and all other costs and expenses of the Authority in any way related to the District.

Other:

The incidental expenses that may be funded by the District include, in addition to the administrative expenses identified above, the payment or reimbursement to the Authority of all costs associated with the establishment and administration of the District.

EXHIBIT B

**RIVER ISLANDS PUBLIC FINANCING AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(RIVER ISLANDS PUBLIC SERVICES)**

**AMENDED AND RESTATED RATE AND METHOD
OF APPORTIONMENT OF SPECIAL TAX**

A Special Tax applicable to each Assessor's Parcel in the River Islands Public Financing Authority Community Facilities District No. 2013-1 (River Islands Public Services) shall be levied and collected according to the tax liability determined by the Board of Directors or its designee, through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in CFD No. 2013-1, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD unless a separate rate and method of apportion of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Accessory Unit" means a second residential unit of limited size (e.g., granny cottage, second unit) that shares a Parcel with a single-family detached unit.

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map or other parcel map recorded with the County.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, (commencing with Section 53311), Division 2 of Title 5 of the California Government Code.

"Administrative Expenses" means any or all of the following: the expenses of the Authority in carrying out its duties with respect to CFD No. 2013-1 including, but not limited to, levying and collecting the Special Tax, fees and expenses of legal counsel, charges levied by the County Auditor's Office, Tax Collector's Office, and/or Treasurer's Office, costs related to annexing property into the CFD, costs related to property owner inquiries regarding the Special Tax, and all other costs and expenses of the Authority, Lathrop Irrigation District, and Island Reclamation District No. 2062 in any way related to the establishment or administration of the CFD.

"Administrator" means the person or firm designated by the Authority to administer the Special Tax according to the Amended RMA.

"Amended RMA" means this Amended Rate and Method of Apportionment of Special Tax.

"Assessor's Parcel" or "Parcel" means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel number.

“**Assessor’s Parcel Map**” means an official map of the County Assessor designating parcels by Assessor’s Parcel number.

“**Association Property**” means any property within the CFD that is owned by a homeowners association or property owners association, excluding Association Property under the pad or footprint of a Residential Unit.

“**Authority**” means the River Islands Public Financing Authority.

“**Authorized Services**” means the public services authorized to be funded by the CFD as set forth in the documents adopted by the Board when the CFD was formed.

“**Board of Directors**” or “**Board**” means the Board of Directors of the River Islands Public Financing Authority.

“**CFD**” or “**CFD No. 2013-1**” means the River Islands Public Financing Authority Community Facilities District No. 2013-1 (River Islands Public Services).

“**CFD Formation**” means the date on which the Resolution of Formation to form CFD No. 2013-1 was adopted by the Board of Directors.

“**City**” means the City of Lathrop.

“**City Council**” means the City Council of the City of Lathrop.

“**County**” means the County of San Joaquin.

“**Developed Property**” means, in any Fiscal Year, the following:

- for Single Family Detached Property, all Parcels of Taxable Property for which a Final Map was recorded on or prior to June 30 of the preceding Fiscal Year
- for Multi-Family Property and Single Family Attached Property, all Parcels of Taxable Property for which a building permit for new construction of a residential structure was issued on or prior to June 30 of the preceding Fiscal Year
- for Non-Residential Property, all Parcels of Taxable Property for which a building permit for new construction of a structure was issued on or prior to June 30 of the preceding Fiscal Year.

“**Escalation Factor**” means, in any Fiscal Year, the lesser of (i) the increase from the prior Fiscal Year, if any, in the Local Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose Area for All Urban Consumers, or (ii) four percent (4%). The CPI used shall be as determined by the Bureau of Labor Statistics from April to April beginning with the period from April 2013 to April 2014.

“**Final Map**” means a final map, or portion thereof, recorded by the County pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) that creates individual lots on which building permits for new construction may be issued without further subdivision

and for which no further subdivision is anticipated pursuant to a tentative map approved for the property or, if no tentative map has been approved, pursuant to a then current specific plan or other land use plan for the property.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Maximum Special Tax” means the greatest amount of Special Tax that can be levied in any Fiscal Year determined in accordance with Section C below.

“Multi-Family Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit or use permit has been issued for construction of a residential structure with five or more Units that share a single Assessor’s Parcel number, are offered for rent to the general public, and cannot be purchased by individual homebuyers.

“Non-Residential Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a structure that will be used for any non-residential purpose.

“Proportionately” means the following: (i) for Developed Property, the ratio of the actual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor’s Parcels of Developed Property; and (ii) for Undeveloped Property, the ratio of the actual Special Tax to the Maximum Special Tax is equal for all Assessor’s Parcels of Undeveloped Property.

“Public Property” means any property within the boundaries of CFD No. 2013-1 that is owned by or irrevocably offered for dedication to the federal government, State of California, County, City, or other local government or public agency.

“Residential Property” means, collectively, Single Family Detached Property, Single Family Attached Property, and Multi-Family Property. Notwithstanding the foregoing, if a building permit is issued for a structure that includes both Residential Units and non-residential uses, the Residential Units within the building will be categorized as Residential Property, and a Special Tax shall be calculated separately for the Residential Units and Non-Residential Property on the Parcel, as set forth in Section C.1.c below.

“Residential Unit” means an individual single-family detached unit, an individual residential unit within a duplex, halfplex, triplex, fourplex, townhome, live/work or condominium structure, or an individual apartment unit.

“SFD Lot” means an individual residential lot, identified and numbered on a recorded Final Map, on which a building permit was or is permitted to be issued for construction of a single family detached unit without further subdivision of the lot and for which no further subdivision of the lot is anticipated pursuant to an approved tentative map.

“Single Family Attached Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a residential structure consisting of two or more Units that share common walls, have separate Assessor’s Parcel numbers assigned to them (except for a duplex unit, which may share an Assessor’s Parcel with another duplex unit), and may be purchased by individual homebuyers (which shall still be the

case even if the Units are purchased and subsequently offered for rent by the owner of the unit), including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 1351.

“Single Family Detached Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a Unit that does not share a common wall with another Unit. An Accessory Unit that shares a Parcel with a single-family detached unit shall not be considered a separate Unit for purposes of this Amended RMA.

“Special Tax” means a Special Tax levied in any Fiscal Year to pay the Special Tax Requirement.

“Special Tax Requirement” means the amount of revenue needed in any Fiscal Year to pay for the following: (i) Authorized Services; (ii) Administrative Expenses; and (iii) amounts needed to cure any delinquencies in the payment of Special Taxes which have occurred or, based on delinquency rates in prior years, may be expected to occur in the Fiscal Year in which the Special Tax will be collected.

“Taxable Property” means all Assessor’s Parcels within the boundaries of CFD No. 2013-1 that are not exempt from the Special Tax pursuant to law or Section E below.

“Tax Zone” means a mutually exclusive geographic area within which the Special Tax may be levied pursuant to this Amended RMA. All of the property within CFD No. 2013-1 at the time of CFD Formation is within Tax Zone 1. Additional Tax Zones may be created when property is annexed to the CFD, and a separate Maximum Special Tax shall be identified for property within the new Tax Zone at the time of such annexation. The Assessor’s Parcels included within a new Tax Zone established when such Parcels are annexed to the CFD shall be identified by Assessor’s Parcel number in the Unanimous Approval Form that is signed by the owner(s) of the Parcels at the time of annexation.

“Unanimous Approval Form” means that form executed by the record owner of fee title to a Parcel or Parcels annexed into the CFD that constitutes the property owner’s approval and unanimous vote in favor of annexing into the CFD and the levy of the Special Tax against his/her Parcel or Parcels pursuant to this Amended RMA.

“Undeveloped Property” means, in any Fiscal Year, all Parcels of Taxable Property in CFD No. 2013-1 that are not Developed Property.

B. DATA FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall identify the current Assessor’s Parcel numbers for all Parcels of Taxable Property within the CFD. The Administrator shall also determine: (i) whether each Assessor’s Parcel of Taxable Property is Developed Property or Undeveloped Property; (ii) in which Tax Zone each Assessor’s Parcel is located; and (iii) the Special Tax Requirement for the then-current Fiscal Year.

In any Fiscal Year, if it is determined that (i) a Final Map for a portion of property in the CFD was recorded after the last date upon which the Assessor will incorporate the newly-created Parcels into the then current tax roll, and (ii) because of the date the Final Map was recorded, the Assessor does not yet recognize the new Parcels created by the Final Map, the Administrator shall calculate

the Special Tax for the property affected by recordation of the Final Map by determining the Special Tax that applies separately to each newly-created Parcel, then applying the sum of the individual Special Taxes to the original Parcel that was subdivided by recordation of the Final Map.

C. MAXIMUM SPECIAL TAXES

1. Developed Property

a. Residential Property

The Maximum Special Tax for Fiscal Year 2013-14 for all Parcels of Residential Property within Tax Zone 1 shall be \$146 per SFD Lot or Residential Unit. All of the property within the CFD at the time of CFD Formation is within Tax Zone 1; a different Maximum Special Tax may be identified for property that annexes into the CFD and is part of a separate Tax Zone. Beginning July 1, 2014 and each July 1 thereafter, the Maximum Special Tax for Residential Property shall be increased by the Escalation Factor.

b. Non-Residential Property

The Maximum Special Tax for Fiscal Year 2013-14 for Non-Residential Property within Tax Zone 1 shall be \$960 per Acre. All of the property within the CFD at the time of CFD Formation is within Tax Zone 1 a different Maximum Special Tax may be identified for property that annexes into the CFD and is part of a separate Tax Zone. Beginning July 1, 2014 and each July 1 thereafter, the Maximum Special Tax for Non-Residential Property shall be increased by the Escalation Factor.

c. Mixed-Use Property

If, in any Fiscal Year, the Administrator determines that a Parcel of Developed Property is built or proposed to be built with both Residential Units and non-residential uses, the Maximum Special Tax for the Parcel shall be the sum of (i) the Maximum Special Tax for Residential Property multiplied by all Residential Units on the Parcel, and (ii) the Maximum Special Tax for Non-Residential Property multiplied by the full Acreage of the Parcel. After the aggregate Maximum Special Tax has been determined for a Parcel, such Maximum Special Tax shall be escalated beginning the next Fiscal Year and each Fiscal Year thereafter by the Escalation Factor.

2. Undeveloped Property

The Maximum Special Tax for Fiscal Year 2013-14 for all Parcels of Undeveloped Property within Tax Zone 1 shall be \$1,191 per Acre. Beginning July 1, 2014 and each July 1 thereafter, the Maximum Special Tax for Undeveloped Property shall be increased by the Escalation Factor.

D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAXES

Each Fiscal Year, the Administrator shall determine the Special Tax Requirement for that Fiscal Year and levy the Special Tax on all Parcels of Taxable Property as follows:

Step 1: The Special Tax shall be levied Proportionately on each Parcel of Developed Property up to 100% of the Maximum Special Tax for each Parcel for such Fiscal Year until the amount levied is equal to the Special Tax Requirement;

Step 2: If additional revenue is needed after Step 1, the Special Tax shall be levied Proportionately on each Parcel of Undeveloped Property up to 100% of the Maximum Special Tax for each Parcel for such Fiscal Year until the amount levied, when combined with the amount levied pursuant to Step 1, is equal to the Special Tax Requirement.

The Special Taxes for CFD No. 2013-1 shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that the Authority may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner, and may collect delinquent Special Taxes through foreclosure or other available methods.

E. EXEMPTIONS

Notwithstanding any other provision of this Amended RMA, no Special Tax shall be levied on Parcels of Association Property or Public Property, except as otherwise provided in the Act.

F. INTERPRETATION OF SPECIAL TAX FORMULA

The Authority reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the Authority's discretion. Interpretations may be made by the Authority by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Amended RMA.

G. APPEAL OF SPECIAL TAX LEVY

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the Administrator not later than one calendar year after having paid the Special Tax that is disputed. The Administrator shall promptly review the appeal and, if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and decide the appeal. If the property owner disagrees with the Administrator's decision relative to the appeal, the owner may then file a written appeal with the Board whose subsequent decision shall be binding. If the decision of the Administrator (if the appeal is not filed with the Board) or the Board (if the appeal is filed with the Board) requires the Special Tax to be modified or changed in favor of the property owner, no cash refund shall be made for prior years' Special Tax levies, but an adjustment shall be made to the next Special Tax levy(ies). This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

EXHIBIT C

**RIVER ISLANDS PUBLIC FINANCING AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(RIVER ISLANDS PUBLIC SERVICES)
ANNEXATION NO. 13**

MAXIMUM SPECIAL TAXES FOR ZONE 2 OF THE CFD

The table below identifies the Maximum Special Tax for Taxable Property within Tax Zone 2 and all Parcels that annex into Tax Zone 2.

**TAX ZONE 2
MAXIMUM SPECIAL TAXES**

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2013-14 *</i>
Residential Property	\$276.26 per SFD Lot or Residential Unit
Non-Residential Property	\$960.00 per Acre
Mixed-Use Property	See Formula in RMA
Undeveloped Property	\$1,191.00 per Acre

** On July 1, 2014, and on each July 1 thereafter, the Maximum Special Taxes shown in Table 1 above shall be increased by the Escalation Factor.*

**RECORDING REQUESTED BY AND
AFTER RECORDATION RETURN TO:**

Secretary
 River Islands Public Financing Authority
 73 West Stewart Road
 Lathrop, CA 95330

Recorded for the benefit of the River Islands
 Public Financing Authority pursuant to
 Government Code Section 27383

AMENDMENT NO. 11 TO NOTICE OF SPECIAL TAX LIEN

River Islands Public Financing Authority
 Community Facilities District No. 2016-1
 (River Islands Supplemental)
 Annexation No. 9

Pursuant to the requirements of Section 3117.5 of the Streets and Highways Code of California and the Mello-Roos Community Facilities Act of 1982, as amended, Section 53311, *et. seq.*, of the California Government Code (the "Act"), the undersigned Secretary of the River Islands Public Financing Authority (the "Authority"), County of San Joaquin, State of California, hereby gives notice that a lien to secure payment of a special tax is hereby imposed by the Board of Directors of the Authority on the property described in Exhibit A hereto. The special tax secured by this lien is authorized to be levied for the purpose of paying the costs of facilities described in Exhibit A to the Notice of Special Tax Lien heretofore recorded in the Office of the County Recorder for the County of San Joaquin, State of California (the "County Recorder") on September 19, 2016 as Document No. 2016-112901 (the "Original Notice"), and said special tax is to be levied according to the Amended Rate and Method of Apportionment of Special Tax set forth in Exhibit B to the First Amendment to Notice of Special Tax Lien recorded in the Office of the County Recorder on February 16, 2017 as Document No. 2017-020077 (the "First Amendment"), to which recorded Original Notice and First Amendment reference is hereby made and the provisions of both of which are hereby incorporated herein in full by this reference.

This Amendment No. 11 to Notice of Special Tax Lien further amends the Original Notice to add to the territory within the River Islands Public Financing Authority Community Facilities District No. 2016-1 (River Islands Supplemental) certain real property identified in Exhibit A hereto (the "Property") and shown within the future annexation area on the boundary map of the community facilities district recorded on August 3, 2016, in Book 6 of Maps of Assessment and Community Facilities Districts at Page 88 (Document No. 2016-090572, in the Office of the County Recorder, which map is the final boundary map of the community facilities district. The Property is being annexed into Zone 4 of the community facilities district, as described in the Amended Rate and Method of Apportionment of Special Taxes for the community facilities district attached as Exhibit A to the First Amendment, with the maximum special tax rates identified in Exhibit B hereto.

The assessor's tax parcel(s) numbers of all parcels or any portion thereof which are included in this Amendment No. 11 to Notice of Special Tax Lien, together with the name(s) of the owner(s) thereof, as they appear on the latest secured assessment roll as of the date of recording hereof or as are otherwise known to the Authority are as set forth in Exhibit A hereto which is by this reference made a part hereof.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property or interests therein subject to the special tax lien, interested persons should contact the Treasurer of the River Islands Public Financing Authority, 73 West Stewart Road, Lathrop, California 95330, telephone number (209) 879-7900.

Dated: _____, 2020.

By: _____
Jeanne Zolezzi, Secretary,
River Islands Public Financing Authority

EXHIBIT A

RIVER ISLANDS PUBLIC FINANCING AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2016-1
(RIVER ISLANDS SUPPLEMENTAL)
ANNEXATION NO. 9

ASSESSOR'S PARCEL NUMBER(S) AND OWNER(S) OF LAND WITHIN
ANNEXATION NO. 9 TO RIVER ISLANDS PUBLIC FINANCING AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2016-1
(RIVER ISLANDS SUPPLEMENTAL)

Name(s) of Property Owner(s)	San Joaquin County Assessor's Parcel No.
River Islands Stage 2A, LLC	210-400-10

EXHIBIT B

**RIVER ISLANDS PUBLIC FINANCING AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2016-1
(RIVER ISLANDS SUPPLEMENTAL)**

MAXIMUM SPECIAL TAXES FOR ZONE 4 OF THE CFD

The table below identifies the Maximum Special Tax for Taxable Property within Tax Zone 4 and all Parcels that annex into Tax Zone 4.

**TAX ZONE 4
MAXIMUM SPECIAL TAXES**

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2016-17 *</i>
Residential Property	\$7,500 per Unit
Other Property	\$0 per Acre
Undeveloped Property	\$0 per Acre

* On July 1, 2017, and on each July 1 thereafter, the Maximum Special Taxes shown in Table 1 above shall be increased by an amount equal to two percent (2%) of the amount in effect for the prior Fiscal Year.

CONSENT TO, AND BALLOT IN FAVOR OF, ANNEXATION OF REAL PROPERTY TO THE RIVER ISLANDS PUBLIC FINANCING AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2016-1 (RIVER ISLANDS SUPPLEMENTAL)

To: Board of Directors of the River Islands
Public Financing Authority, in its capacity
as the legislative body for the River Islands
Public Financing Authority Community
Facilities District No. 2016-1 (River Islands
Supplemental)

The undersigned hereby states and certifies, under penalty of perjury, as follows:

1. The undersigned is the owner (the "Owner"), or the legally authorized representative of the Owner, of fee title to the real property identified by San Joaquin County Assessor's parcel number(s) listed below (the "Property"), and possesses all legal authority necessary to execute this consent to, and ballot in favor of (the "Consent and Ballot"), the annexation of the Property to the River Islands Public Financing Authority Community Facilities District No. 2016-1 (River Islands Supplemental) (the "CFD").

2. The Owner understands that the Board of Directors of the River Islands Public Financing Authority (the "Board") has conducted proceeding pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Law") to form the CFD to finance various facilities (the "Facilities") described in Exhibit A hereto. The Owner also understands that the proceedings for the formation of the CFD authorized the Board to levy an annual special tax (the "Special Tax") on property in the CFD as specified in the Amended Rate and Method of Apportionment of Special Tax (the "Rate and Method") for the CFD, a copy of which is attached hereto as Exhibit B, and authorized the annexation of property to the CFD, without additional public hearings, upon approval of the fee title owner of the property to be annexed as permitted by Section 53339.7(a) of the Law.

The Owner has been advised that a Notice of Special Tax Lien was recorded against the real property initially included within the boundaries of the CFD in the Office of the San Joaquin County Recorder (the "County Recorder") on September 19, 2016 as Document No. 2016-112901 (the "Original Notice"), and a First Amendment to Notice of Special Tax Lien was recorded in the Office of the County Recorder on February 16, 2017, as Document No. 2017-020077.

3. The Owner hereby irrevocably consents to, approves, and votes (for purposes of Article XIII A of the California Constitution) in favor of the annexation of the Property to Tax Zone 4 of the CFD (as such Tax Zone is described in the Rate and Method, and as the Maximum Special Tax rates for such Zone 4 are set forth in Exhibit C hereto), and irrevocably consents to, approves and votes in favor of the annual levy of the Special Tax on the Property pursuant to the Rate and Method to finance the Facilities and for the other authorized purposes of the CFD.

The Owner acknowledges that the Secretary of the River Islands Public Financing Authority will record, or cause to be recorded, against the Property in the Office of the County Recorder an amendment to the Original Notice as required by Section 3117.5 of the California Streets and Highways Code, which will impose a continuing lien on the Property to secure each levy of the Special Tax, and that under the Law said lien (a) will be coequal with the lien for ad valorem real property taxes levied by the County of San Joaquin on the Property, and (b) will be senior to any lien of any mortgage on the Property whether such mortgage lien was recorded prior to or after the recordation of the amendment to the Original Notice.

4. The Owner hereby irrevocably waives any right the Owner may otherwise have to protest or challenge the validity of the proceedings of the Board to form the CFD and to authorize the annexation of any property (including the Property) to the CFD, and any necessity, requirement or right for further public hearings or any election pertaining to the annexation of the Property to the CFD or the levy of the Special Tax on the Property.

5. The Owner hereby agrees to provide written notice of the annexation of the Property to the CFD, and of the authority of the Board to levy the Special Tax on the Property pursuant to the Rate and Method, to any subsequent purchaser of the Property to the extent required by applicable law.

The Property subject to this Consent and Ballot, and to be annexed to the CFD, consist of the following San Joaquin County Assessor's Parcel(s):

_____ See Exhibit D

The full legal name of the fee title Owner of the Property is:

River Islands Stage 2A, LLC

The foregoing Consent and Ballot is hereby executed this _____ day of _____, 2020, in _____, California.

By: _____
(signature)

Susan Dell'Osso
(type name of person executing
Consent and Ballot)

Its: President
(insert legal capacity of person
executing Consent and Ballot)

NOTARY ACKNOWLEDGMENT

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

State of California }
County of _____ } ss.

On _____, before me, _____
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared _____
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature _____ [Seal]
Notary Public

EXHIBIT A

RIVER ISLANDS PUBLIC FINANCING AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2016-1 (RIVER ISLANDS SUPPLEMENTAL)

DESCRIPTION OF FACILITIES AUTHORIZED TO BE FUNDED BY THE DISTRICT

The following generally described public infrastructure and related improvements within, in the vicinity or otherwise incident to the development of the area generally known as River Islands at Lathrop:

Lake improvements, discharge facilities and intake facilities, including grading, pumps, shore improvements, aeration facilities, CDS units, pipes and other necessary infrastructure required to provide storm water, flood retention and recreational facilities.

Bio Retention Basins and BMP improvements, including planting, irrigation and other improvements necessary for storm water storage and cleansing.

Roadway improvements, including grading, fill, pavement section, joint trench, water, sewer, reclaimed water and other utility improvements necessary for or incident to road construction. Also including landscaping, street lights and signage, monuments and traffic signals.

Bridge improvements, including design, construction, utility connections, roadway approaches and other incidental improvements required for construction of bridges.

Water system infrastructure, including tanks, pump stations, distribution lines and other improvements necessary for delivery of potable or reclaimed water.

Sewer system infrastructure and improvements, including treatment facilities, sanitary sewer collection lines and force mains, effluent holding and storage, spray fields, pump stations, lift stations, and other improvements necessary for delivery and treatment of sanitary sewer service.

Public parks, as well as landscaping and recreational features along rivers, lakes, within parks and along and including pathways and other public areas.

Electrical system improvements, including offsite improvements, overhead facilities, substations, relocation and removal of electrical poles, undergrounding of service facilities and associated improvements to service the development.

Natural gas facilities upgrades and extensions, including pipeline extension and gas transmission regulator stations.

Telecommunications facilities, including fiber optic cable on and off site and other required infrastructure.

Grading for and construction of levees.

Public safety facilities, including but not limited to fire stations and related appurtenances, also including related site improvements, plus related equipment with a useful life of five years or more.

Elementary schools, middle schools and high schools and related appurtenances, including sports fields, parking and other customary amenities.

Environmental mitigation and related appurtenances related to the facilities and improvements eligible to be funded by the District.

All or a portion of any amount necessary to eliminate any fixed special assessment liens, or to pay, repay, or defease any obligation to pay or any indebtedness secured by any tax, fee, charge, or assessment levied within the area of the District and any property annexed thereto or to pay debt service on any such indebtedness.

The foregoing improvements may include the acquisition of right of way and land, the cost of design, engineering and planning, the costs of any environmental review or traffic studies, survey or other reports, landscaping and irrigation, soils testing, soil preparation including deep dynamic compaction, dewatering, permits, plan check and inspection fees, other public fees, insurance, legal and related overhead costs, coordination and supervision and any other costs or appurtenances related to any of the foregoing.

OTHER

The District may also finance any of the following:

1. Bond related expenses, including underwriter's discount, reserve fund, capitalized interest, structuring agent, bond, disclosure and underwriter's counsel and all other incidental expenses.
2. Administrative fees of the Authority and the Bond trustee or fiscal agent related to the District and the Bonds.
3. Reimbursement of costs related to the formation of the District advanced by the Authority or any landowner or developer within the District, as well as reimbursement of any costs advanced by the Authority or any landowner or developer within the District, for facilities, fees or other purposes or costs of the District.

EXHIBIT B

**RIVER ISLANDS PUBLIC FINANCING AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2016-1
(RIVER ISLANDS SUPPLEMENTAL)**

AMENDED RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in the River Islands Public Financing Authority Community Facilities District No. 2016-1 (River Islands Supplemental) shall be levied and collected according to the tax liability determined by the Board of Directors or its designee, through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in CFD No. 2016-1, unless exempted by law or by the provisions of Section F below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed into the CFD.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Accessory Unit" means a second residential unit of limited size (e.g., granny cottage, second unit) that shares a Parcel with a single-family detached unit.

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map or other parcel map recorded with the County.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, (commencing with Section 53311), Division 2 of Title 5 of the California Government Code.

"Administrative Expenses" means any or all of the following: the fees and expenses of any fiscal agent or trustee (including any fees or expenses of its counsel) employed in connection with any Bonds, and the expenses of the Authority in carrying out its duties with respect to CFD No. 2016-1 and the Bonds, including, but not limited to, levying and collecting the Special Tax, the fees and expenses of legal counsel, charges levied by the County Auditor's Office, Tax Collector's Office, and/or Treasurer's Office, costs related to annexing property into the CFD, costs related to property owner inquiries regarding the Special Tax, amounts needed to pay rebate to the federal government with respect to the Bonds, costs associated with complying with any continuing disclosure requirements for the Bonds and the Special Tax, and all other costs and expenses of the Authority, Lathrop Irrigation District, and Island Reclamation District No. 2062 in any way related to the establishment or administration of the CFD.

"Administrator" means the person or firm designated by the Authority to administer the Special Tax according to the Amended RMA.

"Amended RMA" means this Amended Rate and Method of Apportionment of Special Tax.

“Assessor’s Parcel” or **“Parcel”** means a lot or parcel shown on an Assessor’s Parcel Map with an assigned Assessor’s Parcel number.

“Assessor’s Parcel Map” means an official map of the County Assessor designating parcels by Assessor’s Parcel number.

“Association Property” means any property within the CFD that is owned by a homeowners association or property owners association, excluding Association Property under the pad or footprint of a Unit.

“Authority” means the River Islands Public Financing Authority.

“Authorized Facilities” means those public facilities authorized to be funded by the CFD as set forth in the CFD formation proceedings.

“Board of Directors” or **“Board”** means the Board of Directors of the River Islands Public Financing Authority.

“Bonds” means bonds or other debt (as defined in the Act), whether in one or more series, issued, insured or assumed by CFD No. 2016-1, including debt issued by agencies other than the Authority (as referenced in Section 53313.5(g) of the Act), to pay for public infrastructure and/or improvements that will serve property included within, or intended to be annexed into, the CFD.

“Capitalized Interest” means funds in any capitalized interest account available to pay debt service on Bonds.

“CFD” or **“CFD No. 2016-1”** means the River Islands Public Financing Authority Community Facilities District No. 2016-1 (River Islands Supplemental).

“CFD Formation” means the date on which the Resolution of Formation to form CFD No. 2016-1 was adopted by the Board of Directors.

“City” means the City of Lathrop.

“City Council” means the City Council of the City of Lathrop.

“County” means the County of San Joaquin.

“Developed Property” means, in any Fiscal Year, all Taxable Property in CFD No. 2016-1 for which a building permit for new construction was issued by the City on or prior to June 30 of the preceding Fiscal Year.

“Excess Public Property” means the acres of Public Property that exceeds the acreage exempted in Section F below. In any Fiscal Year in which a Special Tax must be levied on Excess Public Property pursuant to Step 4 in Section D below, Excess Public Property shall be those Assessor’s

Parcel(s) that most recently became Public Property based on the dates on which Final Maps recorded creating such Public Property.

“Final Map” means a final map, or portion thereof, recorded by the County pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq.*) that creates individual lots on which building permits for new construction may be issued without further subdivision and for which no further subdivision is anticipated pursuant to a Tentative Map approved for the property or, if no Tentative Map has been approved, pursuant to a then current specific plan or other land use plan for the property.

“First Transfer Date” means for a Parcel of Residential Property, the date of the first transfer of ownership to a private homeowner after a building permit for new construction has been issued.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Master Developer” means River Islands Development, and its successors and assignees.

“Maximum Special Tax” means the greatest amount of Special Tax that can be levied in any Fiscal Year determined in accordance with Section C below.

“Other Property” means, in any Fiscal Year, all Parcels of Developed Property that are not Residential Property.

“Proportionately” means the following: (i) for Developed Property, the ratio of the actual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor’s Parcels of Developed Property; (ii) for Undeveloped Property, the ratio of the actual Special Tax to the Maximum Special Tax is equal for all Assessor’s Parcels of Undeveloped Property; (iii) for Association Property, the ratio of the actual Special Tax to the Maximum Special Tax is equal for all Assessor’s Parcels of Association Property; and (iv) for Excess Public Property, the ratio of the actual Special Tax to the Maximum Special Tax is equal for all Assessor’s Parcels of Excess Public Property.

“Public Property” means, in any Fiscal Year: (i) all Parcels within the boundaries of the CFD that are owned by or irrevocably offered for dedication to the federal government, the State of California, the City or any other public agency; and (ii) all Parcels within the boundaries of the CFD that are encumbered by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement.

“Purchase Agreement” means an agreement between the Master Developer and a homebuilder.

“Required Coverage” means the amount by which the Maximum Special Tax revenues must exceed the debt service on the Bonds and required Administrative Expenses, as set forth in the Indenture, Certificate of Special Tax Consultant, or other formation or bond document that sets forth the minimum required debt service coverage.

“Residential Property” means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of a residential structure consisting of one or more Units.

“Special Tax” means a Special Tax levied in any Fiscal Year to pay the Special Tax Requirement.

“Special Tax Requirement” means the amount necessary in any Fiscal Year: (i) to pay principal and interest on Bonds which are due in the calendar year that begins in such Fiscal Year; (ii) to create and/or replenish reserve funds for the Bonds to the extent such replenishment has not been included in the computation of Special Tax Requirement in a previous Fiscal Year; (iii) to cure any delinquencies in the payment of principal or interest on Bonds which have occurred in the prior Fiscal Year; (iv) to pay Administrative Expenses; and (v) if the Administrator determines Special Tax revenues are available after items (i) through (iv) have been funded, to directly pay the costs of Authorized Facilities that have not been paid by the proceeds of previously issued Bonds to the extent that the inclusion of such amounts does *not* increase the Special Tax levied on Undeveloped Property. The amounts referred to in clauses (i) and (ii) of the preceding sentence may be reduced in any Fiscal Year by: (i) interest earnings on or surplus balances in funds and accounts for the Bonds to the extent that such earnings or balances are available to apply against debt service pursuant to a Bond indenture, Bond resolution, or other legal document that sets forth these terms; (ii) proceeds from the collection of penalties associated with delinquent Special Taxes; and (iii) any other revenues available to pay debt service on the Bonds as determined by the Administrator.

“Taxable Property” means all of the Assessor’s Parcels within the boundaries of the CFD which are not exempt from the Special Tax pursuant to law or Section F below.

“Tax Zone” means a mutually exclusive geographic area within which the Special Tax may be levied pursuant to this Amended RMA. *All of the property within CFD No. 2016-1 at the time of CFD Formation is within Tax Zone 1.* Additional Tax Zones may be created when property is annexed to the CFD, and a separate Maximum Special Tax shall be identified for property within the new Tax Zone at the time of such annexation. The Assessor’s Parcels included within a new Tax Zone established when such Parcels are annexed to the CFD shall be identified by Assessor’s Parcel number in the Unanimous Approval Form that is signed by the owner(s) of the Parcels at the time of annexation.

“Tentative Map” means a map that is made for the purpose of showing the design of a proposed subdivision and the conditions pertaining thereto and is not based on a detailed survey of the property within the map and is not recorded at the County Recorder’s Office to create legal lots.

“Unanimous Approval Form” means that form executed by the record owner of fee title to a Parcel or Parcels annexed into the CFD that constitutes the property owner’s approval and unanimous vote in favor of annexing into the CFD and the levy of the Special Tax against his/her Parcel or Parcels pursuant to this Amended RMA.

“Undeveloped Property” means, in any Fiscal Year, all Parcels of Taxable Property within the CFD that are not Developed Property, Association Property, or Excess Public Property.

“Unit” means an individual single family detached residential unit or an individual residential rental unit within a duplex, triplex, fourplex, townhome, condominium structure, or apartment complex. An Accessory Unit that shares a Parcel with a single-family detached unit shall not be considered a separate Unit for purposes of this Amended RMA

B. DATA FOR ANNUAL ADMINISTRATION

On or about July 1 of each Fiscal Year, the Administrator shall identify the current Assessor’s Parcel numbers for all Taxable Property. The Administrator shall also determine: (i) within which Tax Zone each Parcel is located, (ii) whether each Assessor’s Parcel is Developed Property, Undeveloped Property, Association Property, or Excess Public Property, (iii) for Developed Property, which Parcels are Residential Property or Other Property, and (iv) the Special Tax Requirement. In addition, the Administrator shall keep a record of all Parcels for which the Maximum Special Tax has been reduced pursuant to Section C.3 of the Amended RMA as well as the resulting Maximum Special Tax for each Parcel.

In any Fiscal Year, if it is determined that (i) a Final Map for a portion of property in the CFD was recorded after the last date upon which the Assessor will incorporate the newly-created Parcels into the then current tax roll, and (ii) because of the date the Final Map was recorded, the Assessor does not yet recognize the new Parcels created by the Final Map, the Administrator shall calculate the Special Tax for the property affected by recordation of the Final Map by determining the Special Tax that applies separately to each newly-created Parcel, then applying the sum of the individual Special Taxes to the original Parcel that was subdivided by recordation of the Final Map.

C. MAXIMUM SPECIAL TAX

1. Tax Zone 1

Table 1 below identifies the Maximum Special Tax for Taxable Property within Tax Zone 1 at CFD Formation and all Parcels that annex into Tax Zone 1 after CFD Formation.

**TABLE 1
TAX ZONE 1
MAXIMUM SPECIAL TAXES**

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2016-17 *</i>
Residential Property	\$0 per Unit
Other Property	\$10 per Acre
Undeveloped Property	\$10 per Acre

**On July 1, 2017, and on each July 1 thereafter, the Maximum Special Taxes shown in Table 1 above shall be*

increased by an amount equal to two percent (2%) of the amount in effect for the prior Fiscal Year.

2. Additional Tax Zones

If property is annexed into the CFD and a separate Tax Zone is established for such property, Maximum Special Tax rates will be identified for Taxable Property in the new Tax Zone in the Unanimous Approval Form signed by the annexing property owner.

3. Changes to the Maximum Special Tax

Prior to the First Transfer Date, the Maximum Special Tax for a Parcel of Residential Property may be reduced *once* if the Administrator determines that the Maximum Special Tax for a Parcel of Residential Property would result in a total effective tax rate, including property tax, tax overrides, and other direct special taxes and assessments, greater than the percentage of the estimated sales price specified in the Purchase Agreement. Notwithstanding the forgoing, the Maximum Special Tax shall *not* be reduced for any Parcel if such a reduction reduces debt service coverage on outstanding Bonds below the Required Coverage.

The Special Tax reduction required pursuant to this section shall be made without a vote of the qualified electors in the CFD and shall be reflected in an amended Notice of Special Tax Lien against the Parcel in question which the CFD shall cause to be recorded by executing a certificate in substantially the form attached herein as Exhibit 1.

Pursuant to Section 53321 (d) of the Act, the Special Tax levied against a Parcel used for private residential purposes shall under no circumstances increase more than ten percent (10%) as a consequence of delinquency or default by the owner of any other Parcel or Parcels and shall, in no event, exceed the Maximum Special Tax in effect for the Fiscal Year in which the Special Tax is being levied.

D. METHOD OF LEVY OF THE SPECIAL TAX

Each Fiscal Year, the Administrator shall determine the Special Tax Requirement to be collected in that Fiscal Year, and the Special Tax shall be levied according to the steps outlined below.

- Step 1:** The Special Tax shall be levied Proportionately on each Parcel of Developed Property within the CFD up to 100% of the Maximum Special Tax for each Parcel for such Fiscal Year determined pursuant to Section C;
- Step 2:** If additional revenue is needed after Step 1, and after applying Capitalized Interest to the Special Tax Requirement, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property within the CFD, up to 100% of the Maximum Special Tax for Undeveloped Property for such Fiscal Year determined pursuant to Section C;
- Step 3:** If additional revenue is needed after applying the first two steps, the Special Tax shall be levied Proportionately on each Parcel of Association Property within the

CFD, up to 100% of the Maximum Special Tax for Undeveloped Property for such Fiscal Year determined pursuant to Section C;

Step 4: If additional revenue is needed after applying the first three steps, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Excess Public Property, exclusive of property exempt from the Special Tax pursuant to Section F below, up to 100% of the Maximum Special Tax for Undeveloped Property for such Fiscal Year determined pursuant to Section C.

E. COLLECTION OF SPECIAL TAX

The Special Taxes for CFD No. 2016-1 shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that prepayments are permitted as set forth in Section G below and provided further that the Authority may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner, and may collect delinquent Special Taxes through foreclosure or other available methods.

The Special Tax shall be levied and collected until principal and interest on Bonds have been paid and Authorized Facilities have been completed. However, in no event shall a Special Tax be levied after Fiscal Year 2080-81.

F. EXEMPTIONS

Notwithstanding any other provision of this Amended RMA, no Special Tax shall be levied on any Parcel of Public Property at CFD Formation, except as otherwise provided in the Act. A separate amount of public acreage may be exempted each time property annexes into the CFD, and such additional exemption shall only apply to property within the annexation area. A Special Tax may be levied on Excess Public Property pursuant to Step 4 of Section D; however, a public agency may require that the special tax obligation on land conveyed to it that would be classified as Excess Public Property be prepaid pursuant to Section G below.

G. PREPAYMENT OF SPECIAL TAX

The following definitions apply to this Section G:

"Final Bond Sale" means, at any point in time, the last series of Bonds issued by the CFD, which issuance uses up virtually all of the remaining capacity available from the Maximum Special Tax revenues that can be generated within the CFD, as determined by the Authority. If additional Bonds are expected to be issued after outstanding Bonds retire, the "Final Bond Sale" may not be the last series of Bonds ever issued by the CFD, but instead the last sale of Bonds that can be issued before some or all of the outstanding Bonds retire.

"Outstanding Bonds" means all outstanding Bonds issued on behalf of the CFD prior to the date of prepayment, with the following exception: if a Special Tax has been levied against, or already paid by, an Assessor's Parcel making a prepayment, and a portion of the Special Tax will be used to pay a portion of the next principal payment on the Bonds

that remain outstanding (as determined by the Administrator), that next principal payment shall be subtracted from the total Bond principal that remains outstanding, and the difference shall be used as the amount of Outstanding Bonds for purposes of this prepayment formula.

The Special Tax obligation applicable to an Assessor's Parcel in the CFD may be prepaid and the obligation of the Assessor's Parcel to pay the Special Tax permanently satisfied as described herein, provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Special Tax obligation shall provide the Authority with written notice of intent to prepay. Within 30 days of receipt of such written notice, the Authority or its designee shall notify such owner of the prepayment amount for such Assessor's Parcel.

1. Full Prepayment Prior to Final Bond Sale

As of the proposed date of prepayment, the Prepayment Amount shall be determined by application of the following steps:

- Step 1.** Compute the total Maximum Special Tax that could be collected from the Assessor's Parcel repaying the Special Tax in the Fiscal Year in which prepayment would be received by the Authority.
- Step 2.** Estimate the bonding capacity based on the Maximum Special Tax determined in Step 1 and an assumed bond term of 30 years using, as the interest rate for the bonding capacity calculation, the greater of (i) the current interest rate as determined by the Administrator based on discussions with industry professionals or (ii) the average true interest cost (TIC) on the Outstanding Bonds as identified by the Administrator. Notwithstanding the foregoing, if at any point in time the Administrator determines that the Maximum Special Tax revenue that could be collected from Taxable Property after the proposed prepayment is less than 110% of debt service on Bonds that will remain outstanding after defeasance or redemption of Bonds from proceeds of the estimated prepayment, the amount of the prepayment shall be increased until the amount of Bonds defeased or redeemed is sufficient to reduce remaining annual debt service to a point at which 110% debt service coverage is realized.
- Step 3.** Determine the costs of computing the prepayment amount and the costs of recording any notices to evidence the prepayment (the "*Administrative Fees and Expenses*").
- Step 4.** The Special Tax prepayment is equal to the sum of the amounts computed pursuant to Steps 2 and 3 (the "*Prepayment Amount*").

2. *Full Prepayment After Final Bond Sale*

Prepayment must be made not less than 75 days prior to any redemption date for Bonds to be redeemed with the proceeds of such prepaid Special Taxes. The Prepayment Amount shall be calculated as follows: (capitalized terms as defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Defeasance Requirement
plus	Administrative Fees and Expenses
less	<u>Reserve Fund Credit</u>
equals	Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount shall be determined by application of the following steps:

- Step 1.** Compute the total Maximum Special Tax that could be collected from the Assessor's Parcel prepaying the Special Tax in the Fiscal Year in which prepayment would be received by the Authority.
- Step 2.** Divide the Maximum Special Tax from Step 1 by the Maximum Special Tax revenues that could be collected in that Fiscal Year.
- Step 3.** Multiply the quotient computed pursuant to Step 2 by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (*the "Bond Redemption Amount"*).
- Step 4.** Multiply the Bond Redemption Amount computed pursuant to Step 3 by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed (*the "Redemption Premium"*).
- Step 5.** Compute the amount needed to pay interest on the Bond Redemption Amount starting with the first Bond interest payment date after which the prepayment has been received until the earliest redemption date for the Outstanding Bonds. However, if Bonds are callable at the first interest payment date after the prepayment has been received, Steps 5, 6 and 7 of this prepayment formula will not apply.
- Step 6.** Compute the amount of interest the Authority reasonably expects to derive from reinvestment of the Bond Redemption Amount plus the Redemption Premium from the first Bond interest payment date after which the prepayment has been received until the redemption date for the Outstanding Bonds.
- Step 7.** Take the amount computed pursuant to Step 5 and subtract the amount computed pursuant to Step 6 (*the "Defeasance Requirement"*).

- Step 8.** Determine the costs of computing the prepayment amount, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption (the *“Administrative Fees and Expenses”*).
- Step 9.** If and to the extent so provided in the indenture pursuant to which the Outstanding Bonds to be redeemed were issued, a reserve fund credit shall be calculated as a reduction in the applicable reserve fund for the Outstanding Bonds to be redeemed pursuant to the prepayment (the *“Reserve Fund Credit”*).
- Step 10.** The Special Tax prepayment is equal to the sum of the amounts computed pursuant to Steps 3, 4, 7, and 8, less the amount computed pursuant to Step 9 (the *“Prepayment Amount”*).

3. *Partial Prepayments*

A partial prepayment may be made in an amount equal to any percentage of full prepayment desired by the party making a partial prepayment, except that the full amount of administrative fees and expenses determined in Step 3 of Section G.1 or Step 8 of Section G.2 shall be included in the partial prepayment. The Maximum Special Tax that can be levied on an Assessor’s Parcel after a partial prepayment is made is equal to the Maximum Special Tax that could have been levied prior to the prepayment, reduced by the percentage of a full prepayment (less the amount collected for administrative fees and expenses) that the partial prepayment (less the amount collected for administrative fees and expenses) represents, all as determined by or at the direction of the Administrator.

H. INTERPRETATION OF SPECIAL TAX FORMULA

The Authority reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the Authority’s discretion. Interpretations may be made by the Authority by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Amended RMA.

I. APPEAL OF SPECIAL TAX LEVY

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the Administrator not later than one calendar year after having paid the Special Tax that is disputed. The Administrator shall promptly review the appeal and, if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and decide the appeal. If the property owner disagrees with the Administrator’s decision relative to the appeal, the owner may then file a written appeal with the Board whose subsequent decision shall be binding. If the decision of the Administrator (if the appeal is not filed with the Board) or the Board (if the appeal is filed with the Board) requires the Special Tax to be modified or changed in favor of the property owner, no cash refund shall be made for prior years’ Special Tax levies, but an adjustment shall be made to the next Special Tax levy(ies). This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

EXHIBIT 1

RIVER ISLANDS PUBLIC FINANCING AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2016-1
(RIVER ISLANDS SUPPLEMENTAL)

CERTIFICATE OF MODIFICATION OF SPECIAL TAX

1. Pursuant to Section C.3 of the Amended Rate and Method of Apportionment of Special Tax (the "Amended Rate and Method") for the River Islands Public Financing Authority Community Facilities District No. 2016-1 (River Islands Supplemental) ("CFD No. 2016-1"), the Maximum Special Tax for a Parcel of Residential Property within CFD No. 2016-1 has been modified as follows:

Assessor's Parcel Number	Maximum Special Tax Fiscal Year 2016-17 *
XXX-XX-XXX	\$[] per Unit

** On July 1, 2017, and on each July 1 thereafter, the Maximum Special Taxes shown in the table above shall be increased by an amount equal to two percent (2%) of the amount in effect for the prior Fiscal Year.*

2. The Maximum Special Tax for Residential Property may only be modified prior to the First Transfer Date (i.e., the date of the first transfer of ownership to a private homeowner after a building permit for new construction was issued).
3. Upon execution of this Certificate by CFD No. 2016-1, CFD No. 2016-1 shall cause an amended notice of Special Tax lien for CFD No. 2016-1 to be recorded reflecting the modifications set forth herein.

The undersigned acknowledges receipt of this certificate and of the modification of the Maximum Special Tax as set forth in this Certificate. Capitalized undefined terms used herein have the meanings ascribed thereto in the Amended Rate and Method.

River Islands Public Financing Authority
Community Facilities District No. 2016-1 (River Islands Supplemental)

By: _____ Date: _____

EXHIBIT C

RIVER ISLANDS PUBLIC FINANCING AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2016-1
(RIVER ISLANDS SUPPLEMENTAL)

MAXIMUM SPECIAL TAXES FOR ZONE 4 OF THE CFD

The table below identifies the Maximum Special Tax for Taxable Property within Tax Zone 4 and all Parcels that annex into Tax Zone 4.

TAX ZONE 4
MAXIMUM SPECIAL TAXES

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2016-17 *</i>
Residential Property	\$7,500 per Unit
Other Property	\$0 per Acre
Undeveloped Property	\$0 per Acre

* *On July 1, 2017, and on each July 1 thereafter, the Maximum Special Taxes shown in Table 1 above shall be increased by an amount equal to two percent (2%) of the amount in effect for the prior Fiscal Year.*

EXHIBIT D

**RIVER ISLANDS PUBLIC FINANCING AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2016-1
(RIVER ISLANDS SUPPLEMENTAL)
ANNEXATION NO. 9**

**ASSESSOR'S PARCEL NUMBER(S) AND OWNER(S) OF LAND WITHIN
ANNEXATION NO. 9 TO RIVER ISLANDS PUBLIC FINANCING AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2016-1
(RIVER ISLANDS SUPPLEMENTAL)**

<u>Name(s) of Property Owner(s)</u>	<u>San Joaquin County Assessor's Parcel No.</u>
River Islands Stage 2A, LLC	210-400-10

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NOVEMBER 9, 2020, CITY COUNCIL REGULAR MEETING

APPROVAL OF FINAL MAP, CFD ANNEXATION, IRREVOCABLE OFFER OF DEDICATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 33 LOTS IN TRACT 4050 VILLAGE “Z” WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS

Performance and labor & material securities have been provided with the SIA for Tract 4050 that guarantee the unfinished improvements for Village “Z” in the amount of:

Unfinished Improvement Total:	\$205,590
Performance Bond (120% of Unfinished Improvements):	\$246,708
Labor & Materials Bond (50% of Performance Bond)	\$123,354

The SIA for Tract 4050 refers to the Agreement for Dedication, Inspection, and Guarantee of Streets and Public Improvements (“Off-site Agreement”) that was approved by the City on September 30, 2013. Although the Off-site Agreement applies to Tract 4050, the Final Map will not trigger any additional offsite improvements or security.

Acceptance of the public improvements will be processed by staff at a later date and when the unfinished improvements are completed. Prior to acceptance, River Islands will be required to provide a one (1) year warranty bond.

Village “Z” will need to be annexed into the four different Community Facilities Districts (CFD’s) for maintenance purposes. The CFDs are for the City, RD 2062 and River Islands Public Financing Authority (RIPFA). CFD 2013-1 City of Lathrop Annexation No. 13, CFD 2013-1 Island RD 2062 Annexation No. 12, CFD 2013-1 RIPFA Annexation No. 12 and CFD 2016-1 RIPFA Annexation No. 8, are administered by Island RD 2062 and RIPFA and are included as part of the escrow instructions for recordation purposes only and are not a direct impact to the City. The applicant has signed the appropriate documentation to commit to the annexations, and the final map recordation is contingent on the annexations.

River Islands Stage 2A has provided an Irrevocable Offer of Dedication for right-of-way purposes for the portion of Mulholland Drive that fronts Tract 4050. Mulholland Drive is necessary for the access to Tract 4050 but is not part of the large parcel that encompasses Tract 4050 and therefore must be dedicated by a document separate from the Final Map.

River Islands Stage 2A must satisfy the Escrow Instructions, included as Attachment “D”, to guarantee the payment of all fees and execution of the documents related to the SIA.

REASON FOR RECOMMENDATION:

River Islands Stage 2A has fulfilled all of the requirements of the City’s subdivision ordinance as listed below:

NOVEMBER 9, 2020, CITY COUNCIL REGULAR MEETING

APPROVAL OF FINAL MAP, CFD ANNEXATION, IRREVOCABLE OFFER OF DEDICATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 33 LOTS IN TRACT 4050 VILLAGE “Z” WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS

Documents	Status
1. Final Map ready for signature	Completed
2. Subdivision Improvement Agreement	Completed
3. Performance Security – Uncompleted Landscaping and Miscellaneous Improvements	Completed
4. Labor and Materials Security – Uncompleted Landscaping and Miscellaneous Improvements	Completed
5. Street Improvement, Landscape, Light & Joint Trench	Completed
6. Geotechnical Report	Completed
7. Agreement for Backbone Improvements and Parks (Agreement for Dedication, Inspection and Guarantee of Streets and Public Improvements)	Completed
8. Approval of 3 rd Amendment to Development Agreement that guarantees creation of CFD for City Maintenance and Shortfalls, and Guarantee of Developer CFDs for Developer/other public agency Maintenance	Completed
9. Allocation of Water and Sewer capacity	Completed
10. Recommendation for approval from Stewart Tract Design Review Committee	Completed
11. Submitted Certificate of Insurance, Tax Letter	Completed
12. Submitted Preliminary Guarantee of Title	Completed
13. Escrow Instructions	Completed
14. Village X -Annexation No. 13 of City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities)	Approval Pending with this item
15. Irrevocable Offer of Dedication and Certificate of Acceptance	Approval pending with this item
Fees	Status
1. Final Map plan check fee	Paid
2. Improvement Plans - Plan check and inspection fees	Paid
3. Sierra Club Settlement fee	To be paid in escrow

BUDGET IMPACT:

There is no budget impact to the City as all costs are covered by development fees and any shortfalls in the City’s maintenance and operating costs are covered by the CFDs.

NOVEMBER 9, 2020, CITY COUNCIL REGULAR MEETING


APPROVAL OF FINAL MAP, CFD ANNEXATION, IRREVOCABLE OFFER OF DEDICATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 33 LOTS IN TRACT 4050 VILLAGE "Z" WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS

ATTACHMENTS:

- A. Resolution Approving Final Map for Tract 4050 Village "Z" within the Lakeside East District, Totaling 33 Single Family Lots, City of Lathrop CFD 2013-1 Annexation No. 13, an Irrevocable Offer of Dedication, and a Subdivision Improvement Agreement with River Islands Stage 2A , LLC
- B. Village "Z" Vicinity Map
- C. Subdivision Improvement Agreement between the City of Lathrop and River Islands Stage 2A, LLC, a Delaware limited liability company, for Tract 4050, Village "Z"
- D. Escrow Instructions for Final Map Tract 4050 Village "Z"


CITY MANAGER'S REPORT
NOVEMBER 9, 2020, CITY COUNCIL REGULAR MEETING
APPROVAL OF FINAL MAP, CFD ANNEXATION, IRREVOCABLE OFFER OF DEDICATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 33 LOTS IN TRACT 4050 VILLAGE "Z" WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS

APPROVALS



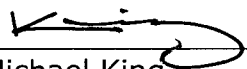
Brad Taylor
Associate Engineer

10/22/2020
Date



Glenn Gebhardt
City Engineer

10/22/2020
Date



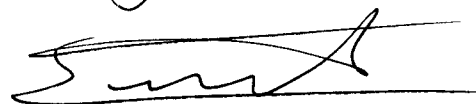
Michael King
Public Works Director

10/22/2020
Date



Cari James
Finance & Administrative Services Director

10/26/2020
Date



Salvador Navarrete
City Attorney

10-26-2020
Date



Stephen J. Salvatore
City Manager

11.2.2020
Date

RESOLUTION NO. 20-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING FINAL MAP FOR TRACT 4050 VILLAGE "Z" WITHIN THE LAKESIDE EAST DISTRICT, TOTALING 33 SINGLE FAMILY LOTS, CITY OF LATHROP CFD 2013-1 ANNEXATION NO. 13, AN IRREVOCABLE OFFER OF DEDICATION, AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH RIVER ISLANDS STAGE 2A, LLC

WHEREAS, the City of Lathrop City Council approved Vesting Tentative Map (VTM) 3694 on March 27, 2007 and an amended VTM 3694 with updated conditions of approval on June 1, 2015; and

WHEREAS, on July 18, 2018, the City of Lathrop Planning Commission approved a Neighborhood Design Plan (NDP) and Architectural Guidelines and Design Standards (AG/DS) for the Lakeside East District, known as Stage 2A, within Phase 1 of the project; and

WHEREAS, the land for the proposed Final Map for Tract 4050 is within the geographic boundaries of VTM 3694 and Stage 2A; and

WHEREAS, as required by the City's subdivision ordinance, all final maps must include a Subdivision Improvement Agreement (SIA) to guarantee specific offsite and onsite improvements; and

WHEREAS, performance and labor & material securities have been provided with the SIA for Tract 4050 that guarantee the unfinished improvements for Village "Z" in the amount of:

Unfinished Improvement Total:	\$205,590
Performance Bond (120% of Unfinished Improvements):	\$246,708
Labor & Materials Bond (50% of Performance Bond)	\$123,354

; and

WHEREAS, acceptance of the public improvements will be processed by staff at a later date and when the unfinished improvements are completed. Prior to acceptance, River Islands will be required to provide a one (1) year warranty bond for 10% of the total cost of the improvements (267,600; and

WHEREAS, Village "Z" needs to be annexed to the four different Community Facilities Districts (CFDs) for maintenance purposes. CFD 2013-1 City of Lathrop Annexation No. 13, CFD 2013-1 Island RD 2062 Annexation No. 12, CFD 2013-1 RIPFA Annexation No. 12 and CFD 2016-1 RIPFA Annexation No. 8, are administered by Island RD 2062 and RIPFA and are included as part of the escrow instructions for recordation purposes only and are not a direct impact to the City; and

WHEREAS, Mulholland Drive is necessary for the access to Tract 4050 but is not part of the large parcel that encompasses Tract 4050 and therefore must be dedicated by a document separate from the Final Map. River Islands Stage 2A has provided an Irrevocable Offer of Dedication for right-of-way purposes for the portion of Mulholland Drive that fronts and provides access to Tract 4050; and

WHEREAS, River Islands Stage 2A must satisfy the Escrow Instructions, included as Attachment "D" to the City Manager's Report, to guarantee the payment of all fees and execution of the documents related to the SIA.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lathrop that approved and accepts the following actions:

1. The Final Map for Tract 4050 and is hereby approved as submitted for recordation with the San Joaquin County Assessor/Recorder/County Clerk Office. The recorded executed copy will be filed with the City Clerk.
2. The City Manager, or their designee, is authorized to execute a Subdivision Improvement Agreement with River Islands Stage 2A, LLC, and Annexation of the City of Lathrop Community Facilities District No. 2013-1 Annexation No. 13 (River Islands Public Services and Facilities), and a Certificate of Acceptance for an Irrevocable Offer of Dedication for Mulholland Drive in substantially the form as attached to the November 9, 2020 staff report, the file executed copy will be filed with the City Clerk.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 9th day of November 2020 by the following vote:

AYES:

NOES:

ABSTAIN:


ABSENT:

Sonny Dhaliwal, Mayor

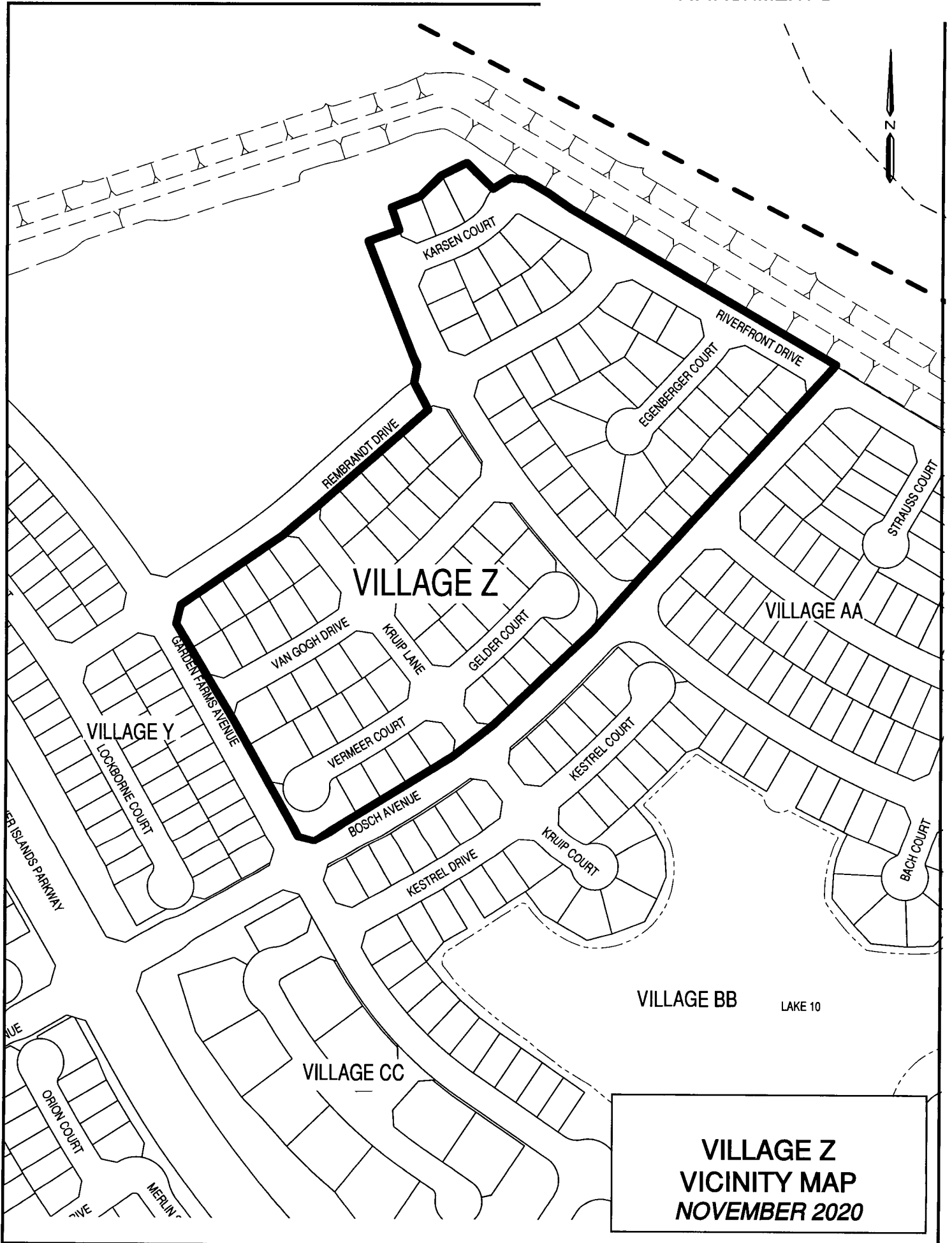
ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney



**VILLAGE Z
VICINITY MAP
NOVEMBER 2020**

SUBDIVISION IMPROVEMENT AGREEMENT
BY AND BETWEEN THE CITY OF LATHROP AND
RIVER ISLANDS DEVELOPMENT, LLC, A CALIFORNIA LIMITED LIABILITY
COMPANY
FOR TRACT 4050 VILLAGE “Z” 33 RESIDENTIAL LOTS

RECITALS

A. This Agreement is made and entered into this **9th day of November 2020**, by and between the CITY OF LATHROP, a municipal corporation of the State of California (hereinafter "CITY") and River Islands Stage 2A, LLC, a Delaware limited liability company, (hereinafter "SUBDIVIDER").

B. At its May 15, 2017 meeting, the City Council approved the temporary closure of Cohen and Paradise Roads associated with construction and grading activities in Stage 2 of River Islands. This approval requires SUBDIVIDER to construct a paved public roadway to connect any remaining gaps between the Paradise Road and Stewart Road intersection and the Somerston Parkway/River Islands Parkway intersection by August 1, 2020. As a result, previously provided security in the form of a Letter of Guarantee from the River Islands Public Financing Authority ("RIPFA") has guaranteed the replacement of Cohen Road and Paradise Road with a set aside of bond proceeds (Attachment " G") in the amount of \$543,600, that is available to CITY if SUBDIVIDER does not meet the August 1, 2020 deadline. Further, the amount of set aside bond proceeds shall be reduced by the City Engineer as River Islands Parkway is extended to replace these removed roadways. The closed portion of Stewart Road is not anticipated to be replaced, but it remains for now as legal access to parcels fronting Stewart Road, and as emergency access. The security referenced in this recital shall remain in place for this final map and all final maps associated with this access until it is no longer necessary.

River Islands Parkway was constructed to replace Cohen Road, and the portions of Paradise Road that was removed has been reconstructed and both roadways are open to the public. However, this guarantee will remain in place until River Islands Parkway has been accepted by the City.

C. At its July 9, 2018 meeting, the CITY approved the Tract 3908 large lot final map, which includes the Village “Z” area within Stage 2A of River Islands. The approval of Tract 3908 required security for the construction of River Islands Parkway from Dell’Osso Drive to the Stage 2B boundary. As a result, previously provided security in the form of a Letter of Guarantee from the River Islands Public Financing Authority ("RIPFA") has guaranteed the construction of River Islands Parkway from Dell’Osso Drive to the Stage 2B boundary with a set aside of bond proceeds

(Attachment "H") in the amount of \$450,000, that is available to CITY if SUBDIVIDER does not meet a September 30, 2019 deadline or as may be extended by CITY. The security referenced in this recital shall remain in place for this final map and all final maps associated with it until River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary is fully constructed and accepted into use by CITY.

River Islands Parkway was constructed to replace Cohen Road, and the portions of Paradise Road that was removed has been reconstructed and both roadways are open to the public. However, this guarantee will remain in place until River Islands Parkway has been accepted by the City.

D. Pursuant to Division 2 of Title 7 of the Government Code of the State of California and the CITY's Subdivision Regulations (City of Lathrop, Code of Ordinances, Chapter 16), SUBDIVIDER is required to make dedications and improve Tract 4050. However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with Tract 4050 (Village "Z") located within the Lakeside East District of River Islands Phase 1, which also includes major streets necessary to access the site. The unfinished portion of improvements total \$4,328,540 and both performance and labor and materials security is required by the Lathrop Subdivision Ordinance and the Subdivision Map Act will be posted as outlined in this Tract 4050 (Village "Z") Subdivision Improvement Agreement.

E. SUBDIVIDER has completed a portion of the joint trench improvements for Tract 4050 and as noted in Recital D, security shall be required for the unfinished portion of these improvements, along with other required infrastructure associated with Tract 4050 and Village "Z" overall. Improvement plans, and street light plans prepared by Power Systems Design, Inc. have already been approved by the City. The street, sidewalk, underground utility, storm drainage, streetlight and joint trench improvements (hereinafter "Improvements") are substantially completed and minor improvements not yet constructed as part of the required infrastructure for Tract 4050 are required security as outlined in this Agreement is required.

NOW THEREFORE in consideration of CITY'S pending approval and acceptance of the Improvements upon their satisfactory completion, and in consideration of SUBDIVIDER'S construction of Improvements in strict accordance with the terms of this Agreement, all applicable laws, statutes, ordinances, rules and regulations currently in force and effect in CITY, the terms and conditions of which are incorporated herein by this reference, the parties hereto mutually covenant and agree as follows:

1. SUBDIVIDER shall complete construction of, or cause construction to be completed at its sole cost and expense, the Improvements for all of the lots within the Lakeside East neighborhood, to the limits identified on Exhibit "A", including the public landscaping, streetlight and joint trench improvements.

All improvements shall be constructed to the satisfaction and approval of the City Engineer, in a good and workmanlike manner in accordance with the above referenced improvement plans and specifications, the improvement standards and specifications of the CITY'S Department of Public Works, the applicable Ordinances of the City of Lathrop and the California Subdivision Map Act.

2. SUBDIVIDER shall complete the Improvements, including all deferred and unfinished improvements, prior to occupancy of the last home constructed in Tract 4050 that is conveyed to a private interest not associated with the transfer of title of Tract 4050 associated with the filing of Tract 4050 (homebuilder), prior to the completion and occupancy of the last production dwelling unit associated with Tract 4050, or November 9, 2021, whichever comes first. Such occupancy shall be documented by CITY in the form of a Certificate of Occupancy or Final Building Permit.

3. CITY, or its agent(s), shall, at any time during the progress of the Improvements, have free access thereto, and shall be allowed to examine the same and all material to be used therein. If the Improvements or any part thereof are not completed in strict compliance with the standards set forth in Paragraph 1 above, CITY may refuse to accept and may reject the defective Improvements and/or materials therein.

4. SUBDIVIDER shall secure the services of skilled personnel necessary to construct the Improvements. CITY is not skilled in these matters and relies upon the skill of the SUBDIVIDER to ensure that the construction of the Improvements is in the most skillful and durable manner.

5. CITY'S acceptance of the Improvements does not operate as a release of SUBDIVIDER from any guarantee hereunder.

6. SUBDIVIDER guarantees and warrants that the Improvements shall be constructed in compliance with the standards set forth in Paragraph 1 above, free from any defects in work or labor done, and from any defects in materials furnished. Further, SUBDIVIDER shall repair and maintain the Improvements in good condition and in accordance with CITY specifications for one (1) year after CITY'S acceptance of the Improvements. As required by this Agreement, prior to acceptance of the Improvements, SUBDIVIDER shall deposit with the City Engineer a Warranty Bond in the amount of \$267,600, equal to 10% of the estimated cost of the Improvements for the Village "Z" entire area (\$2,676,000) as included in the Engineer's estimate attached to this Agreement as Exhibit "F", to insure SUBDIVIDER'S repair and warranty of the Improvements in accordance with the terms of this Agreement. The Warranty Bond shall be released at the end of the one year guarantee period, provided there are no claims against it are then outstanding.

7. Because some of the backbone improvements referenced in Recitals B and C are required to provide access and to Tract 4050 and are associated with adjacent tracts as otherwise described in this Agreement, as well as the "Agreement for Dedication, Inspection and Guarantee of Public Streets and Improvements ("2013 Agreement"), approved by CITY on September 30, 2013, the security provided as noted in Recitals "B" and "C" shall remain in place until the City accepts River Islands Parkway from Somerston Parkway to Paradise Road.

8. If SUBDIVIDER, in whole or in part, abandons the Improvements, or unnecessarily or unreasonably delays construction of the Improvements, fails to complete construction of the Improvements within the time specified in this Agreement, or fails to repair. Replace or reconstruct any defects, as set forth in Paragraph 6 above, CITY may, but is not required to, proceed to complete and/or repair, replace, or reconstruct the Improvements, either by itself or by contract for such service, and CITY may cause to be forfeited such portion of any security deposited therein as is necessary to cover the costs of completion, repair, replacement, or reconstruction incurred by CITY. Once action is taken by CITY to complete, repair, replace and/or reconstruct the Improvements, SUBDIVIDER shall be responsible for all costs incurred by CITY, even if SUBDIVIDER subsequently completes the work.

The CITY shall have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security (including but not limited to any Letter of Guarantee, Certificate of Deposit, cash, bond for performance, labor and materials and repair and maintenance, letter of credit or cash deposit) therefore is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Government Code Section 66499.4, incurred by the CITY, in addition to the costs of the improvements shall be a proper charge against the security and SUBDIVIDER. In the event it becomes necessary for CITY to bring an action to compel performance of this Agreement or to recover costs of completing such improvements, SUBDIVIDER shall pay reasonable attorney's fees, costs of suit and all other expenses of litigation incurred by CITY in connection therewith.

9. Because the Improvements are not entirely complete, the SUBDIVIDER is required to only post Performance or Labor & Materials bonds to guarantee the unfinished improvements associated with Tract 4050 as included and described in Exhibit "E" of this Agreement. The amount of the security shall be equal to a performance bond equal to 120% of the amount of unfinished improvements as shown in Exhibit "E" ($\$205,590 \times 120\% = \$246,708$ – performance bond amount) as indicated in Recital D. The corresponding labor and materials bond amount shall be 50% of the performance bond amount ($\$246,708 \times 50\% = \$123,354$), also as indicated in Recital D. Further, SUBDIVIDER shall also comply with CITY'S insurance requirements set forth on Exhibit "C" attached hereto and incorporated herein.

10. Any alteration(s) made to the plans and specifications, which are a part of this Agreement, or any provision of this Agreement shall not operate to release any surety or sureties from liability on any bond or bonds attached hereto and made a part thereof. The above referenced sureties hereby consent to such alterations and waive the provisions of California Civil Code Section 2819.

11. Neither the CITY nor any of its officers, employees or agents shall be liable to SUBDIVIDER, and/or SUBDIVIDER'S agents, contractors or subcontractors for any error or omission arising out of or in connection with any work to be performed under this Agreement.

12. Neither the CITY nor any of its officers, employees, or agents, shall be liable to the SUBDIVIDER or to any person, entity, or organization, for any injury or damage that may result to any person or property by or from any cause in, on, or about the subdivision of all or any part of the land covered by this Agreement.

13. SUBDIVIDER hereby agrees to, and shall hold CITY, its elective and appointive boards, commissions, officers, agents and employees (collectively, "Indemnitees"), harmless from any liability for damage or claims which may arise from SUBDIVIDER and/or SUBDIVIDER'S contractors, subcontractors, agents, or employees' operations under this Agreement, whether such operations be by SUBDIVIDER or by any SUBDIVIDER contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, SUBDIVIDER or any of SUBDIVIDER'S contractors or subcontractors. SUBDIVIDER shall, at its own cost and expense, defend any and all actions, suits, or legal proceedings or any type that may be brought or instituted against CITY and indemnities on any claim or demand, of any nature whatsoever, and pay or satisfy any judgment that may be rendered against CITY and the Indemnitees in any such action, suit or legal proceedings, resulting from or alleged to have resulted from SUBDIVIDER'S performance or non-performance of his duties and obligations under this Agreement, or from the negligent act or omission of himself, his agents, contractors, representatives, servants or employees. The promises and Agreement to indemnify and hold harmless set forth in this section is not conditioned or dependent on whether or not any indemnity has prepared, supplied or approved any plan or specification in connection with this work or subdivision, whether or not any such indemnity has insurance or indemnification covering any of these matters. CITY does not, and shall not; waive any rights against SUBDIVIDER which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by CITY of any deposit with CITY by SUBDIVIDER. The aforesaid hold harmless agreement by SUBDIVIDER shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not CITY has prepared, supplied or approved of, plans and/or specifications for the subdivision.

14. Neither SUBDIVIDER nor any of SUBDIVIDER'S agents, contractors or subcontractors are, or shall be, considered to be agents of CITY in connection with the performance of SUBDIVIDER'S obligations under this Agreement.

15. Prior to acceptance of the Improvements by the City Council, the SUBDIVIDER shall be solely responsible for maintaining the quality of the Improvements, and maintaining safety at the project site. The SUBDIVIDER'S obligation to provide the Improvements shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Improvements as complete. The CITY and SUBDIVIDER have formed Community Facilities Districts to finance maintenance and improvements. The CITY expects to preserve the ability to use future special taxes of the CFD for payment of the cost of acquisition of the Improvements, which may require that acceptance of improvements by CITY be subject to the provisions of an acquisition agreement to be entered into by the CITY and SUBDIVIDER providing that CITY expects to be paid or reimbursed acquisition costs through future CFD special taxes. SUBDIVIDER shall cooperate to facilitate such method of acquisition,

16. SUBDIVIDER shall pay service fees for the utility services from the time the Improvements are accepted by the CITY to the end of the fiscal year, or up to a one (1) year period, whichever is needed to ensure an opportunity for the Improvements to be included in the next fiscal year annual assessment.

17. SUBDIVIDER shall be responsible to sweep streets within the subdivision every two weeks as directed by the City Engineer, on all streets where lots are occupied and all streets providing access to occupied lots until the Improvements are accepted by the CITY.

18. SUBDIVIDER shall not assign this Agreement without the prior written consent of CITY. If such consent is given, the terms of this Agreement shall apply to and bind the heirs, successors, executors, administrators and assignees of SUBDIVIDER, and any heirs, successors, executors, administrators and assignees of the SUBDIVIDER and shall be jointly and severally liable hereunder.

19. The SUBDIVIDER shall, at the SUBDIVIDER'S expense, obtain and maintain all necessary permits and licenses for construction of the Improvements. Prior to the commencement of Improvement construction, the SUBDIVIDER shall obtain a City of Lathrop Business License. The SUBDIVIDER shall comply with all local, state and federal laws, whether or not said laws are expressly stated in this Agreement.

20. This Agreement and any amendments hereto comprise the entire understanding and agreement between the parties regarding the improvements to be constructed and dedications for Tract 4050.

21. The following miscellaneous provisions are applicable to this Agreement:

a. Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the laws of the State of California.

b. Definitions. The definitions and terms are as defined in this Agreement.

c. Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.

d. Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

e. Incorporation of Documents. All documents referred to herein and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated herein and shall be deemed to be part of this Agreement.

f. Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.

g. Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.

h. Successors and Assigns. Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.

i. Time of the Essence. Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.

j. Venue. In the event either party brings that suit hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin.

ATTACHMENTS:

EXHIBIT A FINAL MAP - TRACT 4050

EXHIBIT B TRACT 4050 AND VILLAGE "Z" AREA

EXHIBIT C: CITY INSURANCE REQUIREMENTS

EXHIBIT D: UNFINISHED IMPROVEMENT COST ESTIMATE

EXHIBIT E: VILLAGE "Z" IMPROVEMENTS COST ESTIMATE

**EXHIBIT F: RIPFA LETTER OF GUARANTEE - INTERIM PUBLIC ACCESS WITHIN
THE STAGE 2A DEVELOPMENT AREA**

**EXHIBIT G: RIPFA LETTER OF GUARANTEE – RIVER ISLANDS PARKWAY WITHIN
THE STAGE 2A DEVELOPMENT AREA**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 9th day of November 2020, at Lathrop, California.

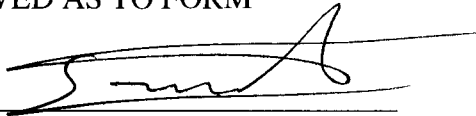
ATTEST: TERESA VARGAS
City Clerk of and for the City
of Lathrop, State of California

CITY OF LATHROP, a
municipal corporation of the
State of California

BY: _____
Teresa Vargas
City Clerk

BY: _____
Stephen J. Salvatore
City Manager

APPROVED AS TO FORM

BY: 
Salvador Navarrete
City Attorney

River Islands Development, LLC
a California limited liability company

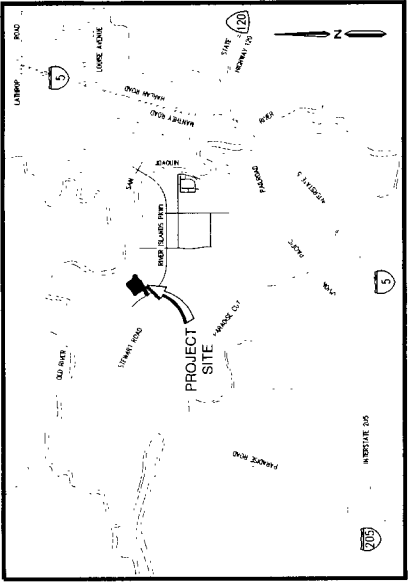
BY: _____
Susan Dell'Osso
President
"SUBDIVIDER"

EXHIBIT "A"

FINAL MAP - TRACT 4050

TRACT 4050
RIVER ISLANDS - STAGE 2A
VILLAGE Z1

A PORTION OF RANCHO EL PESQUERO, BEING
A SUBDIVISION OF PARCEL 14 OF TRACT 1809 (A3 MAP 52)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
OCTOBER 2020



VICINITY MAP
NOT TO SCALE

SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

THIS MAP CONFORMS TO AMENDED VESTING TENTATIVE MAP NO. 3694 APPROVED BY THE PLANNING COMMISSION

DATED THIS _____ DAY OF _____ 2020.

MARY VESSELES, COMMUNITY DEVELOPMENT DIRECTOR
CITY OF LATHROP

CITY ENGINEER'S STATEMENT

I, GLENN GERHARDT, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4050, RIVER ISLANDS-STAGE 2A, VILLAGE Z1, CITY OF LATHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS THE SUBDIVISION SHOWN ON THE VESTING TENTATIVE MAP NO. 3694 APPROVED BY THE PLANNING COMMISSION OF THE CITY OF LATHROP, CALIFORNIA. I FURTHER STATE THAT THIS FINAL MAP COMPLES WITH ALL PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA STATE SUBDIVISION MAP ACT AND APPLICABLE ORDINANCES OF THE CITY OF LATHROP, AND ANY AMENDMENTS THEREO, APPLICABLE AT THE TIME OF APPROVAL OF AMENDED VESTING TENTATIVE MAP

DATED THIS _____ DAY OF _____ 2020



GLENN GERHARDT, R.C.E. 34681
CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA

RECORDERS STATEMENT

FILED THIS _____ DAY OF _____ 2020, AT _____ M
IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____ AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY
FEE: \$ _____

STEVE BESTOJARDES
ASSESSOR-RECORDER-COUNTY CLERK
SAN JOAQUIN COUNTY, CALIFORNIA
BY _____ ASSISTANT/DEPUTY RECORDER

CITY CLERKS STATEMENT

I, TERESA VARGAS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE HEREIN EMBODIED MAP ENTITLED "TRACT 4050, RIVER ISLANDS-STAGE 2A, VILLAGE Z1, CITY OF LATHROP, CALIFORNIA, CONSISTING OF EIGHT (8) SHEETS, THIS STATEMENT WAS PRESENTED TO SAO CITY COUNCIL, AS PROVIDED BY LAW, AT A MEETING THEREOF, HELD ON THE _____ DAY OF _____ 2020, AT _____ P.M. SAO CITY COUNCIL, APPROVE SAID MAP AND AUTHORIZED ITS RECORDATION, AND ACCEPTED ON BEHALF OF THE CITY OF LATHROP, FOR PUBLIC USE, THE AUTHORIZATION OF ACCESS RIGHTS TO LOTS 4, 8, 9, 13, 14, 18, 19, 23, 24, 28, 29, AND 33 ALONG THE LOT LINES AS INDICATED BY THE SYMBOL |||||. THE DEDICATION OF ALL PUBLIC UTILITY EASEMENTS, AND PARCEL A, IN FEE, ACCEPTED BY THE OFFER OF DEDICATION OF ALL DRIVES, LINES, AND COURTS, AS SHOWN ON SAID MAP, AND DID ALSO HEREBY ACCEPT THE IRREVOCABLE OFFER OF DEDICATION FOR BRIDGE 2019-08812 SUBJECT TO THE IMPROVEMENTS BEING COMPLETED IN ACCORDANCE WITH CHAPTER 16, TITLE 16.18 OF THE CITY OF LATHROP MUNICIPAL CODE.

I FURTHER STATE THAT ALL BONDS AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN MAP, IF APPLICABLE, HAVE BEEN APPROVED BY THE CITY COUNCIL OF LATHROP AND FILED IN MY OFFICE.

TERESA VARGAS
CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA

ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE)

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN

ON _____ 2020 BEFORE ME, _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/HER AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/HER SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT

WITNESS MY HAND

SIGNATURE _____
NAME (PRINT) _____
CITY OF BUSINESS _____
MY COMMISSION NUMBER _____
MY COMMISSION EXPIRES _____

EXEMPT FROM FILE PER GOVERNMENT CODE 27198.1. DOCUMENT RECORDED IN CONNECTION WITH A CONCURRENT TRANSFER SUBJECT TO THE IMPOSITION OF DOCUMENTARY TRANSFER TAX

OWNER'S STATEMENT

THE UNDERSIGNED DOES HEREBY STATE THAT THEY ARE THE OWNERS OF ALL THE LAND DELINEATED AND SUBSCRIBED WITHIN THE EXTERIOR BOUNDARY LINE OF THE HEREBY EMBODIED FINAL MAP ENTITLED "TRACT 4050, RIVER ISLANDS-STAGE 2A, VILLAGE Z1, CITY OF LATHROP, CALIFORNIA, CONSISTING OF EIGHT (8) SHEETS, AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

THE UNDERSIGNED DOES HEREBY OBLIGATE AN EASEMENT TO THE CITY OF LATHROP FOR PUBLIC RIGHT-OF-WAY PURPOSES, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS REUBRANOT DRIVE, KRUP LANE, VAN GOGH DRIVE, AND VERMEER COURT, AS SHOWN ON THIS FINAL MAP

THE UNDERSIGNED DOES HEREBY DEDICATE TO THE CITY OF LATHROP A NON-EXCLUSIVE EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN, POLES, WIRES, CABLES, PIPES, AND CONDUITS AND THE RIGHT TO INSTALL AND MAINTAIN THEREON UNDER THE STIPMS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS "P.U.E." (PUBLIC UTILITY EASEMENT)

THE UNDERSIGNED DOES HEREBY DEDICATE TO THE CITY OF LATHROP, IN FEE, PARCEL A FOR PURPOSES OF OPEN SPACE, INCLUDING PUBLIC UTILITIES, STORM DRAIN FACILITIES, SANITARY SEWER FACILITIES, AND APPURTENANCES THEREOF, FOR THE BENEFIT OF THE PUBLIC, AS SHOWN ON THIS FINAL MAP

THE UNDERSIGNED DOES HEREBY RELINQUISH TO THE CITY OF LATHROP ALL ABUTTERS RIGHT OF ACCESS TO LOTS 4, 8, 9, 13, 14, 18, 19, 23, 24, 28, 29, AND 33, ALONG THE LOT LINES AS INDICATED BY THE SYMBOL ||||| AS SHOWN ON THIS FINAL MAP

THE UNDERSIGNED DOES HEREBY RESERVE PARCELS 1 AND 2 FOR FUTURE DEVELOPMENT

OWNER RIVER ISLANDS STAGE 2A, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____ DATE _____
NAME: SUSAN DELLOSSO
ITS: PRESIDENT

OLD REPUBLIC TITLE COMPANY, AS TRUSTEE, UNDER THE DEED OF TRUST RECORDED DECEMBER 22, 2016, AS DOCUMENT NUMBER 2016-160886, AND AS AMENDED IN DOCUMENT RECORDED DECEMBER 26, 2017 AS DOCUMENT NUMBER 2017-150771, AND FURTHER AMENDED IN DOCUMENT RECORDED APRIL 15, 2020 AS DOCUMENT NUMBER 2020-046005, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY

DATED THIS _____ DAY OF _____ 2020

BY: _____
NAME: _____
ITS: _____

ACKNOWLEDGEMENT CERTIFICATE (OWNERS)

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN

ON _____ 2020 BEFORE ME, _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/HER AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/HER SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT

WITNESS MY HAND

SIGNATURE _____
NAME (PRINT) _____
CITY OF BUSINESS _____
MY COMMISSION NUMBER _____
MY COMMISSION EXPIRES _____

CITY SURVEYORS STATEMENT

I, ANNE-SOPHIE TRUONG, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF TRACT 4050, RIVER ISLANDS-STAGE 2A, VILLAGE Z1, CITY OF LATHROP, CALIFORNIA, AND I AM SATISFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 20____

ANNE-SOPHIE TRUONG, P.L.S. 8988
ACTING CITY SURVEYOR
CSG CONSULTANTS



SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF RIVER ISLANDS DEVELOPMENT, LLC, ON SEPTEMBER 11, 2018. I HEREBY STATE ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET AS INDICATED AND THAT THE SURVEY IS ACCURATE AND THAT THE MAP WILL BE SUFFICIENT TO EMERGE THIS SURVEY TO BE RECORDED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED AMENDED TESTING TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 20____

DYLAN GRAMFORD, P.L.S. NO 7788



**TRACT 4050
RIVER ISLANDS - STAGE 2A
VILLAGE Z1**

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 14 OF TRACT 3018 (43 MAP 52)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
OCTOBER 2020



REFERENCES

- (R1) TRACT 4022, RIVER ISLANDS-STAGE 2A, VILLAGE CC, FILED JULY 1, 2020, IN BOOK 43 OF MAP AND PLATS, PAGE 136, S.J.C.R. (43 MAP 136)
- (R2) TRACT 4001, RIVER ISLANDS-STAGE 2A, VILLAGE AA, FILED DECEMBER 21, 2016, IN BOOK 43 OF MAPS AND PLATS, PAGE 65, S.J.C.R. (43 MAP 65)
- (R3) TRACT 3999, RIVER ISLANDS-STAGE 2A, VILLAGE BB, FILED MARCH 27, 2019, IN BOOK 43 OF MAPS AND PLATS, PAGE 78, S.J.C.R. (43 MAP 78)
- (R4) TRACT 3908, RIVER ISLANDS-STAGE 2A, LARGE LOT FINAL MAP, FILED SEPTEMBER 20, 2018, IN BOOK 43 OF MAP AND PLATS, PAGE 52, S.J.C.R. (43 MAP 52)
- (R5) TRACT 3996, RIVER ISLANDS-STAGE 2A, VILLAGE Y, FILED AUGUST 28, 2020, IN BOOK 43 OF MAP AND PLATS, PAGE 138, S.J.C.R. (43 MAP 138)
- (R6) PARCEL MAP 19-01-PM, FILED SEPTEMBER 25, 2019, IN BOOK 26 OF PARCEL MAPS, PAGE 147, S.J.C.R. (26 PM 147)
- (R7) IRREVOCABLE OFFER OF DEDICATION OF EASEMENT FOR PUBLIC ROADWAY PURPOSES AND PUBLIC UTILITY EASEMENT (TRACT 3397-OFFSITE ROADWAY DEDICATION-NORBECK STREET, GARDEN FARM AVENUE AND BOSCH AVENUE) IN FAVOR OF THE CITY OF LATHROP, RECORDED JUNE 28, 2019, AS DOCUMENT NUMBER 2019-068172, S.J.C.R. (2019-068172)
- (R8) IRREVOCABLE OFFER OF DEDICATION OF EASEMENT FOR PUBLIC ROADWAY PURPOSES AND PUBLIC UTILITY EASEMENT (TRACT 3999-OFFSITE ROADWAY DEDICATION-GARDEN FARMS AVENUE, BOSCH AVENUE, AND OBERLIN AVENUE) IN FAVOR OF THE CITY OF LATHROP, RECORDED MARCH 27, 2019, AS DOCUMENT NUMBER 2019-030246, S.J.C.R. (2019-030246)

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:

- 1 RECLAIMED ISLANDS LAND COMPANY, RESERVATION FOR OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER 2001-01046177, S.J.C.R.

RECITALS

- 1 RIGHT TO FARM STATEMENT:
PER CITY OF LATHROP MUNICIPAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15.04.04, THE CITY OF LATHROP PERMITS OPERATION OF PROPERLY CONDUCTED AGRICULTURAL OPERATIONS WITHIN THE CITY LIMITS, INCLUDING THOSE THAT UTILIZE CHEMICAL FERTILIZERS AND PESTICIDES. YOU ARE HEREBY NOTIFIED THAT THE PROPERTY YOU ARE PURCHASING MAY BE LOCATED CLOSE TO AGRICULTURAL LANDS AND OPERATIONS. YOU MAY BE SUBJECT TO AGRICULTURAL OPERATIONS THAT INVOLVE THE USE OF CHEMICAL FERTILIZERS AND PESTICIDES AND FROM OTHER AGRICULTURAL ACTIVITIES INCLUDING WITHOUT LIMITATIONS, CULTIVATION, PLOWING, SPRAYING, IRRIGATION, PRUNING, HARVESTING, BURNING OF AGRICULTURAL WASTE PRODUCTS, PROTECTION OF CROPS AND ANIMALS FROM DEPRECIATION, AND OTHER ACTIVITIES WHICH MAY GENERATE DUST, SMOKE, NOISE, ODOR, RODENTS AND PESTS BE AWARE ALSO, THAT THIS PROPERTY MAY BE LOCATED ADJACENT TO AGRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION, CONSEQUENTLY, DEPENDING ON THE LOCATION OF YOUR PROPERTY, NECESSARY ASPECTS OF LIVING IN AN AGRICULTURALLY ACTIVE REGION, SUCH AS INCONVENIENCES OR DISCOMFORT AS NORMAL AND NECESSARY ASPECTS OF LIVING IN AN AGRICULTURALLY ACTIVE REGION, MAY APPLY TO YOUR PROPERTY.
- 2 A SOILS REPORT ENTITLED "GEOCHEMICAL EXPLORATION, RIVER ISLANDS PHASE 1, LATHROP, CALIFORNIA", REFERENCED AS PROJECT NO. 5044.5.01.01 AND DATED JULY 29, 2005, HAS BEEN PREPARED FOR THIS PROJECT BY ENCO, INCORPORATED, JOSEF J. TOOTLE, C.E. NO. 2677, AND IS ON FILE WITH THE CITY OF LATHROP.
- 3 TRACT 4050, RIVER ISLANDS-STAGE 2A, VILLAGE Z1, CONTAINS 33 RESIDENTIAL LOTS, AND 1 LETTERED PARCEL CONTAINING 14.70 ACRES, MORE OR LESS INCLUDING ROADWAYS THAT ARE BEING DEDICATED BY THIS FINAL MAP AND PARCELS 1 AND 7, CONTAINING 2.899 ACRES, MORE OR LESS ALL AS SHOWN ON THIS FINAL MAP (PLEASE REFER TO THE AREA TABLE BELOW)

TRACT 4050 AREA SUMMARY	
LOTS 1 THROUGH 33	4.728 AC±
PARCEL A	0.289 AC±
PARCELS 1 & 2	2.899 AC±
STREETS	6.807 AC±
TOTAL	14.70 AC±

CERTIFICATE OF DEDICATION

THE FOLLOWING REAL PROPERTY IS DEDICATED BY RIVER ISLANDS STAGE 2A, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS FOLLOWS:

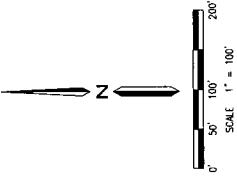
- 1) PARCEL A, FOR PURPOSES OF LANDSCAPE OPEN SPACE INCLUDING PUBLIC UTILITIES AND STORM DRAIN FACILITIES, AND PEDESTRIAN INGRESS AND EGRESS

THE CITY OF LATHROP SHALL RECONVEY THE PROPERTY TO THE SUBMITTER IF THE CITY MAKES A DETERMINATION THAT PURSUANT TO GOVERNMENT CODE SECTION 66477'S THE SAME PURPOSE POSITION THEREOF IS NOT NEEDED FOR PUBLIC UTILITIES.

4 BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 1214021452--R (VERSION 1), DATED SEPTEMBER 18, 2020, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

TRACT 4050 RIVER ISLANDS - STAGE 2A VILLAGE Z1

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 14 OF TRACT 3908, (43 MAP 52)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
OCTOBER 2020



LEGEND

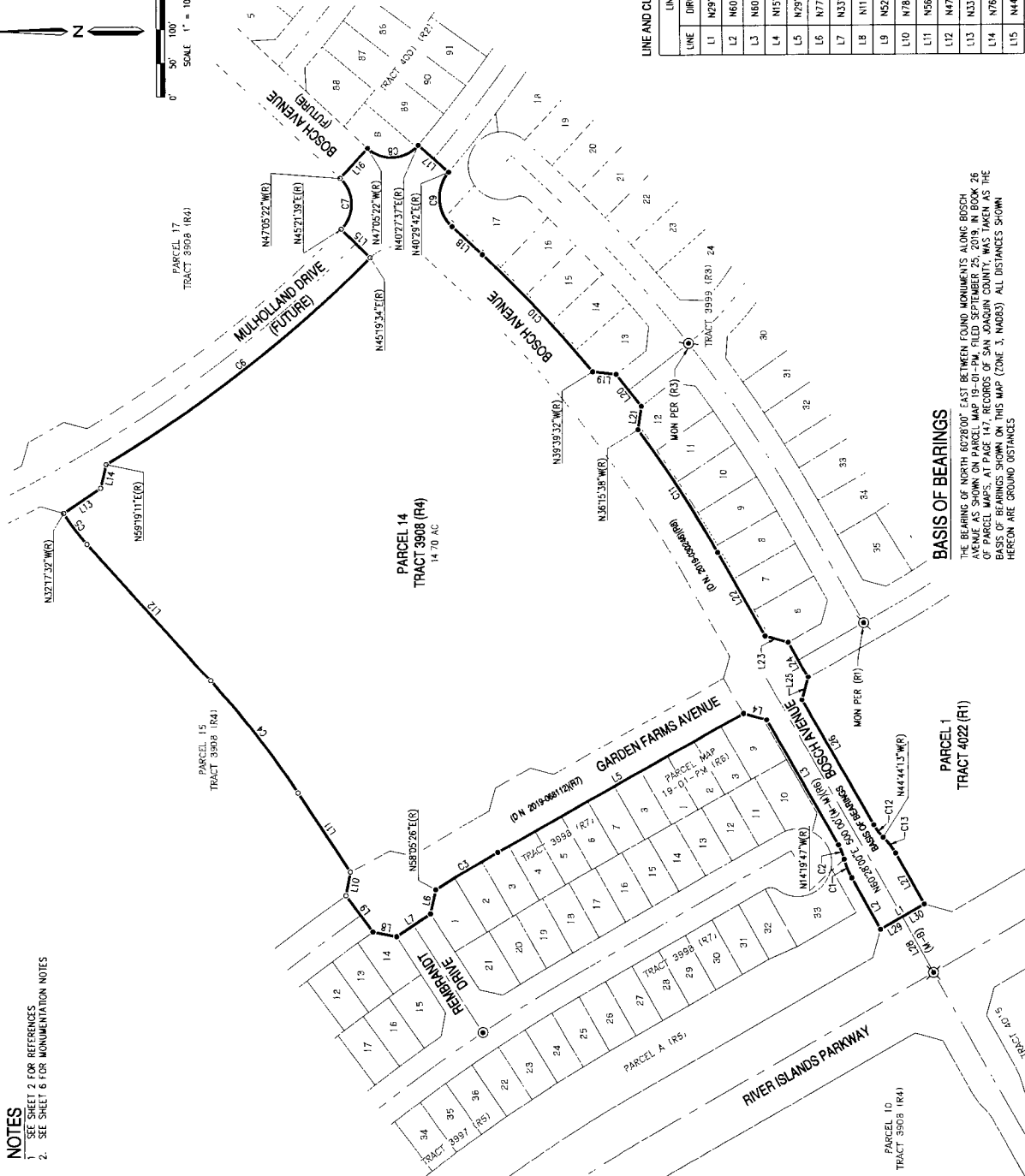
- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
 - ⊙ MONUMENT TO BE SET PER (R6)
 - 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1), (R2), (R3), (R4) AND (R5)
 - △ SET 2-1/2" BRASS DISK STAMPED "PLS 7788"
 - SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
 - ⊙ MONUMENT TO BE SET PER (R4)
 - ⊙ MONUMENT TO BE SET PER (R3), UNLESS OTHERWISE NOTED
- _____ BOUNDARY
 _____ LOT LINE OR RIGHT-OF-WAY LINE
 _____ EASEMENT LINE
 _____ CENTERLINE
 _____ MEASURED AND RECORD DATA PER REFERENCE (R1)
 _____ DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2
 _____ MONUMENT TO BOUNDARY
 _____ MONUMENT TO CENTERLINE INTERSECTION
 _____ TOTAL
 _____ BOUNDARY
 _____ ON
 _____ P.U.E.
 _____ L/U/C

LINE AND CURVE TABLES FOR COURSES SHOWN ON THIS SHEET ONLY

LINE	DIRECTION	LENGTH	LINE TABLE	LINE	DIRECTION	LENGTH	CURVE TABLE
L1	N29°32'00"W	74.00'	L16	N47°05'22"W	60.00'	C1	113.00
L2	N60°28'00"E	85.55'	L17	N41°38'18"E	60.01'	C2	87.00
L3	N60°28'00"E	214.00'	L18	N42°54'38"E	60.62'	C3	2570.00
L4	N15°28'00"E	35.36'	L19	N61°12'27"E	34.83'	C4	1384.00
L5	N29°32'00"W	417.35'	L20	N52°02'25"E	60.00'	C5	336.00
L6	N7°33'43"W	35.74'	L21	N62°06'37"W	34.83'	C6	2030.00
L7	N33°08'53"W	60.00'	L22	N62°28'00"E	141.18'	C7	52.00
L8	N11°32'59"E	35.74'	L23	N15°28'00"E	35.36'	C8	52.00
L9	N52°38'42"E	66.09'	L24	N60°28'00"E	60.00'	C9	58.00
L10	N7°48'17"W	34.95'	L25	N74°32'00"W	35.36'	C10	1830.00
L11	N45°51'08"E	140.89'	L26	N60°28'00"E	214.00'	C11	1830.00
L12	N47°58'31"E	273.11'	L27	N60°28'00"E	85.55'	C12	87.00
L13	N33°38'55"W	66.02'	L28	N60°28'00"E	93.00'	C13	113.00
L14	N7°19'13"W	35.75'	L29	N29°32'00"W	37.00'		
L15	N44°10'58"E	60.01'	L30	N29°32'00"W	37.00'		

NOTES

1. SEE SHEET 2 FOR REFERENCES
2. SEE SHEET 6 FOR MONUMENTATION NOTES



BASIS OF BEARINGS

THE BEARING OF NORTH 60°28'00" EAST BETWEEN FOUND MONUMENTS ALONG BOSCH AVENUE AS SHOWN ON PARCEL MAP 19-01-PM FILED SEPTEMBER 25, 2019, IN BOOK 26 OF PARCEL MAPS, AT PAGE 147, RECORDS OF SAN JOAQUIN COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP (ZONE 3, NAD83). ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

TRACT 4050
RIVER ISLANDS - STAGE 2A
VILLAGE Z1

A PORTION OF RANCHO EL PESCADERO, BEING
 A SUBDIVISION OF PARCEL 14 OF TRACT 3908 (43 MAP 57)
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
 OCTOBER, 2020



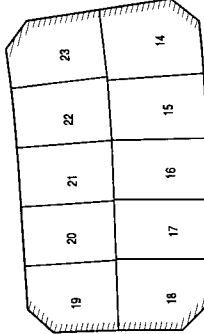
LEGEND

- BOUNDARY
- LOT LINE
- EXISTING ROADWAY EASEMENT
- SHEET NUMBER
- SHEET LIMIT LINE
- RESTRICTED ACCESS

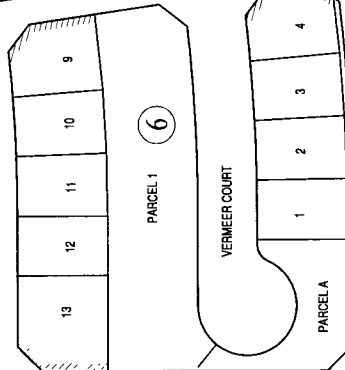
7

K-8 SCHOOL

REMBRANDT DRIVE



VAN GOGH DRIVE



GARDEN FARMS AVENUE

PARCEL 1

KRUIP LANE

PARCEL 2

8

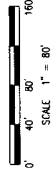
BOSCH AVENUE

5

TRACT 3999 (R3)

TRACT 3999 (R3)

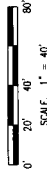
MULHOLLAND DRIVE
(FUTURE)



RIVER ISLANDS PARKWAY

TRACT 4050 RIVER ISLANDS - STAGE 2A VILLAGE Z1

A PORTION OF RANCHO EL PESCADERO BEING
A SUBDIVISION OF PARCEL 14 OF TRACT 3908 (43 MAP 52)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
OCTOBER 2020



MONUMENTATION NOTES

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ MONUMENT TO BE SET PER (R6)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1), (R2), (R3), (R4) AND (R5)
- △ SET 2-1/2" BRASS DISK STAMPED "PLS 7788"
- SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- ⊗ MONUMENT TO BE SET PER (R4)
- ⊙ MONUMENT TO BE SET PER (R3), UNLESS OTHERWISE NOTED

NOTES

- 1 SEE SHEET 2 FOR REFERENCES
- 2 SEE SHEET 3 FOR LEGEND

T SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED) SET 1 1/2" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 1.00' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS.

BASIS OF BEARINGS

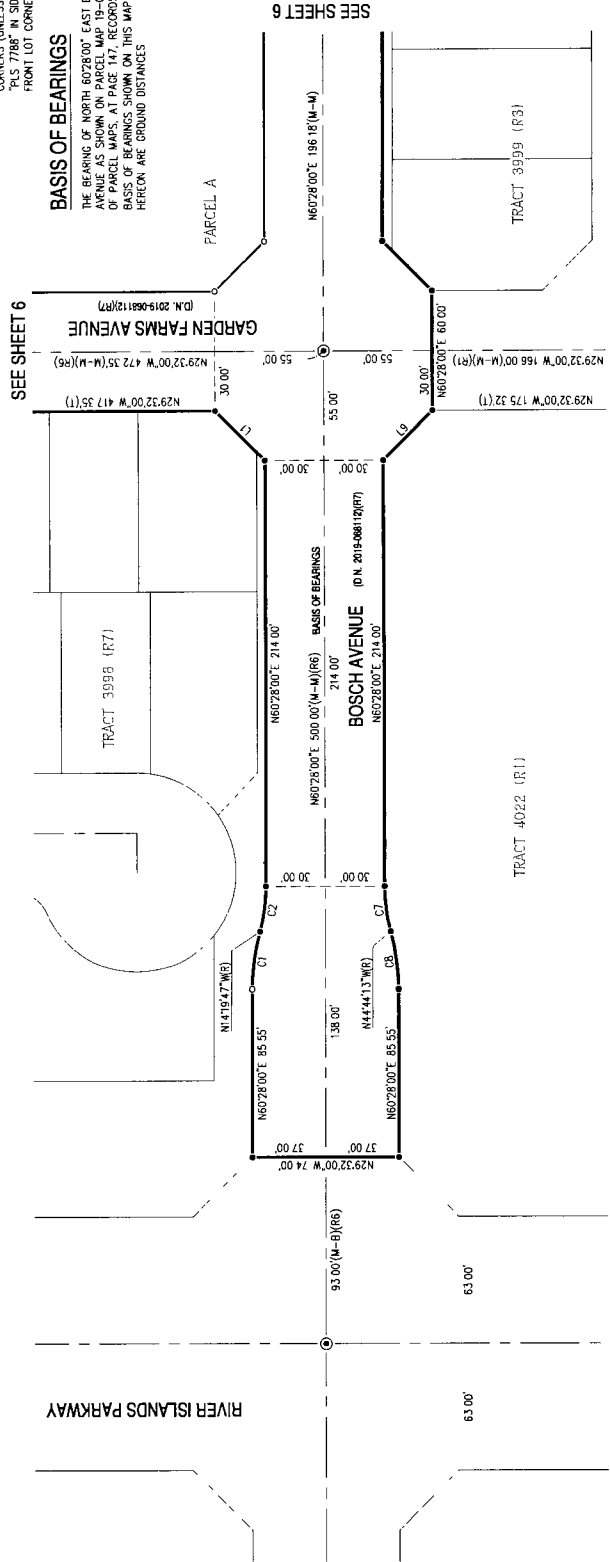
THE BEARING OF NORTH 60°28'00" EAST BETWEEN FOUND MONUMENTS ALONG BOSCH AVENUE AS SHOWN ON PARCEL MAP 19-01-PM, FILED SEPTEMBER 25, 2019, IN BOOK 26 OF PARCEL MAPS, AT PAGE 147, RECORDS OF SAN JOAQUIN COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP (ZONE 3, NAD83). ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

CURVE	RADIUS	DELTA	LENGTH
C41	1432.00	274.03°	60.00'
C42	1432.00	079.36°	8.16'
C43	2000.00	229.57°	84.91'
C44	2000.00	229.57°	84.91'
C45	1644.00	155.05°	55.04'
C46	3000.00	125.31°	67.47'
C47	3000.00	114.03°	58.82'
C48	2030.00	305.47°	109.71'
C49	1644.00	155.05°	55.04'
C50	1770.00	146.50°	55.00'
C51	1770.00	146.50°	55.00'
C52	2030.00	143.05°	60.87'
C53	2030.00	159.71°	70.48'

CURVE	RADIUS	DELTA	LENGTH
C21	2630.00	125.45°	65.60'
C22	1430.00	040.35°	16.88'
C23	1430.00	274.15°	60.00'
C24	1430.00	158.18°	40.06'
C25	1372.00	213.21°	53.22'
C26	1372.00	243.30°	65.25'
C27	1372.00	108.20°	27.27'
C28	1372.00	158.21°	47.23'
C29	1372.00	241.02°	64.27'
C30	1372.00	207.59°	51.08'
C31	1400.00	156.41°	47.52'
C32	3000.00	95.34°	51.81'
C33	3000.00	80.03°	42.24'
C34	2030.00	128.50°	52.46'
C35	2030.00	342.23°	131.35'
C36	2030.00	136.57°	57.25'
C37	58.00	87.35.04°	88.86'
C38	270.00	139.43°	7.83'
C39	1432.00	150.17°	45.94'
C40	1432.00	224.03°	60.00'

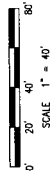
CURVE	RADIUS	DELTA	LENGTH
C1	113.00	151°13'	29.88'
C2	87.00	152°13'	23.09'
C3	338.00	9°33'57"	57.07'
C4	52.00	92°27'01"	83.91'
C5	52.00	92°27'01"	83.91'
C6	58.00	87°35'04"	88.86'
C7	87.00	152°13'	23.09'
C8	113.00	151°13'	29.88'
C9	17.00	86°14'06"	19.65'
C10	1674.00	053°46'	26.18'
C11	1674.00	2°03'13"	60.90'
C12	1674.00	2°03'13"	60.90'
C13	1674.00	134°04'	45.81'
C14	1432.00	2°01'27"	50.59'
C15	1432.00	274°03'	60.00'
C16	1432.00	15°01'17"	45.94'
C17	50.00	50°46'33"	44.36'
C18	270.00	103°03'51"	47.43'
C19	330.00	43°27'07"	26.60'
C20	2630.00	059°54'	45.93'

LINE	DIRECTION	LENGTH
L1	N29°32'00"W	20.00'
L2	N74°34'1"E	7.38'
L3	N11°55'5"E	35.74'
L4	N78°48'17"W	34.95'
L5	N29°32'00"W	35.75'
L6	N81°27'2"E	34.83'
L7	N82°31'46"W	35.32'
L8	N87°32'37"E	35.36'
L9	N5°00'28"E	34.08'
L10	N74°32'00"W	35.36'
L11	N15°28'00"E	35.36'
L12	N81°52'41"W	34.68'
L13	N87°55'5"E	35.96'
L14	N62°08'00"E	38.49'
L15	N20°55'5"W	34.78'
L16	N74°34'1"E	34.93'
L17	N62°08'00"E	33.82'
L18	N74°34'1"E	27.35'
L19	N62°08'00"E	5.88'
L20	N15°28'00"E	35.36'



TRACT 4050
RIVER ISLANDS - STAGE 2A
VILLAGE Z1

A PORTION OF RANCHO EL PESCADERO, BEING
 A SUBDIVISION OF PARCEL 14 OF TRACT 3908 (43 MAP 52)
 CITY OF LAHARP, SAN JOAQUIN COUNTY, CALIFORNIA
 OCTOBER 2020

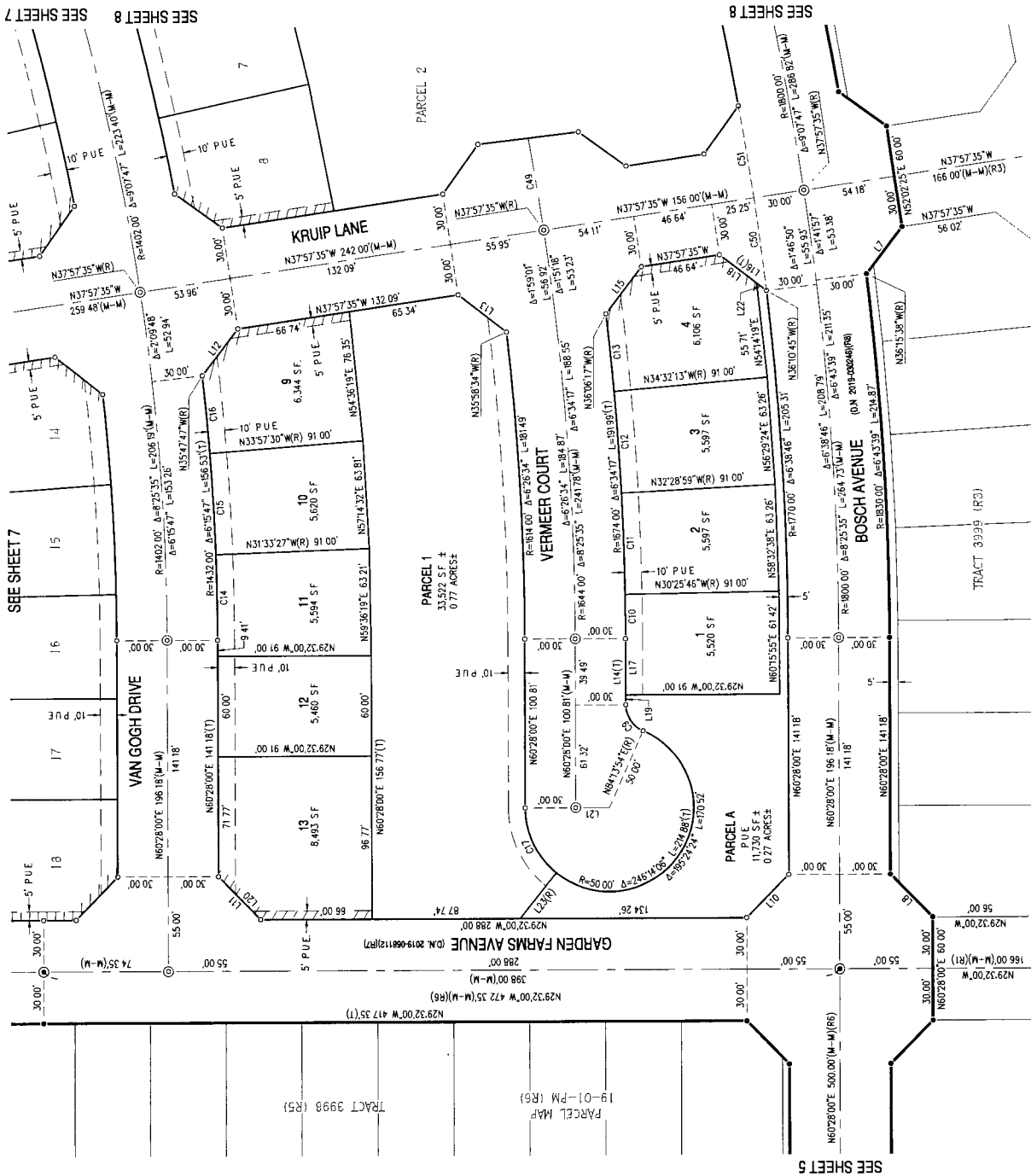


MONUMENTATION NOTES

- ⊙ SET STANDARD CITY OF LAHARP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ MONUMENT TO BE SET PER (R6)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1), (R2), (R3), (R4) AND (R5)
- △ SET 2-1/2" BRASS DISK STAMPED "PLS 7788"
- SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- ⊗ MONUMENT TO BE SET PER (R4)
- ⊘ MONUMENT TO BE SET PER (R3), UNLESS OTHERWISE NOTED
- T SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 1 1/2" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 1.00' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS

NOTES

- 1 SEE SHEET 2 FOR REFERENCES
- 2 SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
- 3 SEE SHEET 5 FOR LINE AND CURVE TABLES



SEE SHEET 7

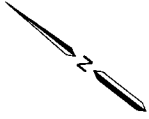
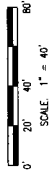
SEE SHEET 8

SEE SHEET 8

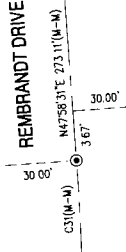
SEE SHEET 5

TRACT 4050 RIVER ISLANDS - STAGE 2A VILLAGE Z1

A PORTION OF RANCHO EL PESQUERO, BEING
A SUBDIVISION OF PARCEL 14 OF TRACT 3908 (43 MAP 52)
CITY OF LAHOP, SAN JOAQUIN COUNTY, CALIFORNIA
OCTOBER 2020



REMBRANDT DRIVE



DETAIL A
NOT TO SCALE

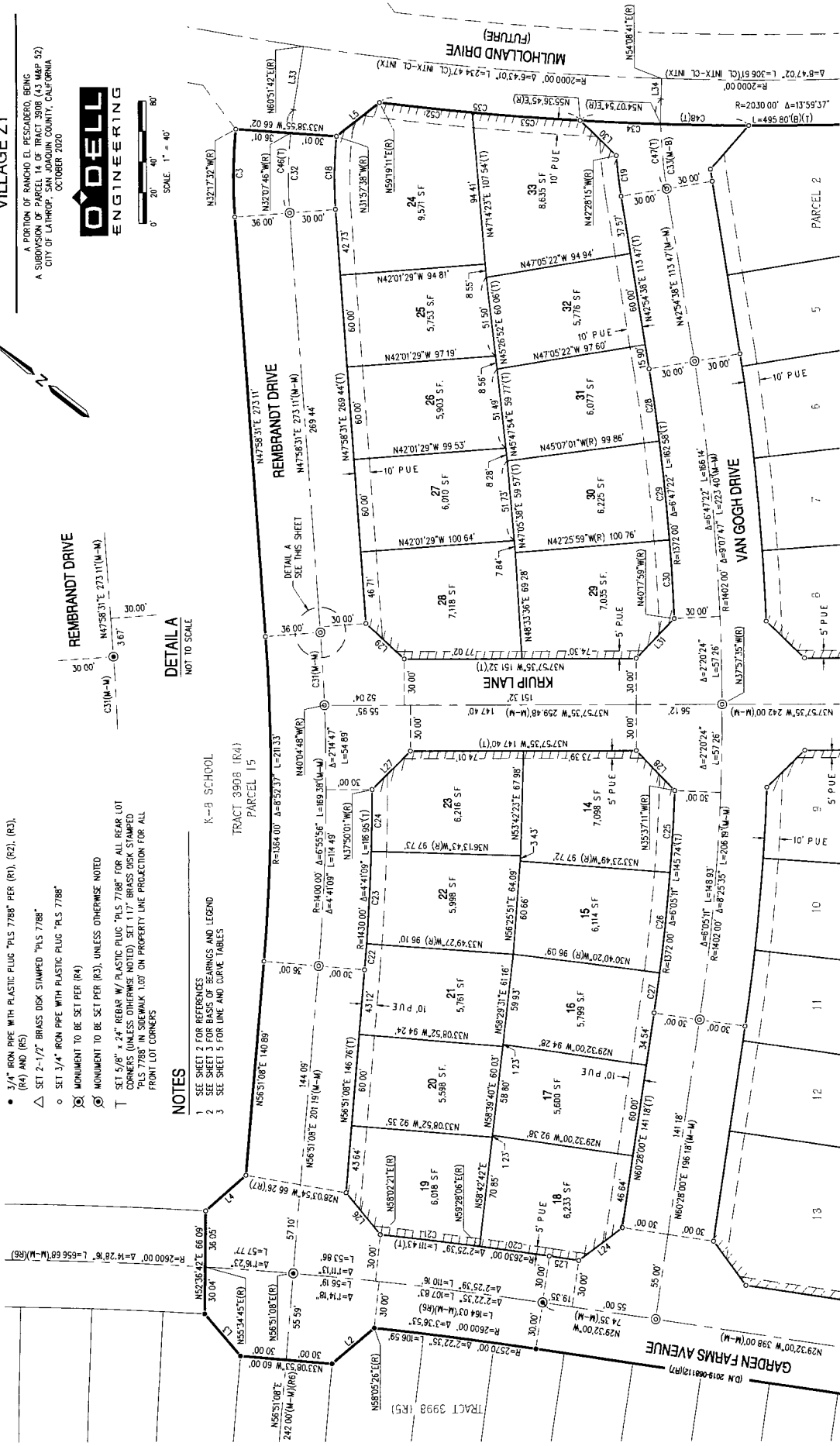
MONUMENTATION NOTES

- ⊙ SET STANDARD CITY OF LAHOP MONUMENT WELL STAMPED "PLS 7788" (R4) AND (R5)
- ⊙ MONUMENT TO BE SET PER (R6)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1), (R2), (R3).
- △ SET 2-1/2" BRASS DISK STAMPED "PLS 7788"
- SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- ⊙ MONUMENT TO BE SET PER (R4)
- ⊙ MONUMENT TO BE SET PER (R3), UNLESS OTHERWISE NOTED
- T SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED) SET 1 1/2" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 1.00' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS

NOTES

1. SEE SHEET 2 FOR REFERENCES
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
3. SEE SHEET 5 FOR LINE AND CURVE TABLES

K-3 SCHOOL
TRACT 3908 (R4)
PARCEL 15

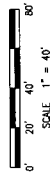


SEE SHEET 6

SEE SHEET 8

TRACT 4050 RIVER ISLANDS - STAGE 2A VILLAGE Z1

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 14 OF TRACT 3908 (43 MAP 57)
CITY OF LAHROP, SAN JOAQUIN COUNTY, CALIFORNIA
OCTOBER 2020

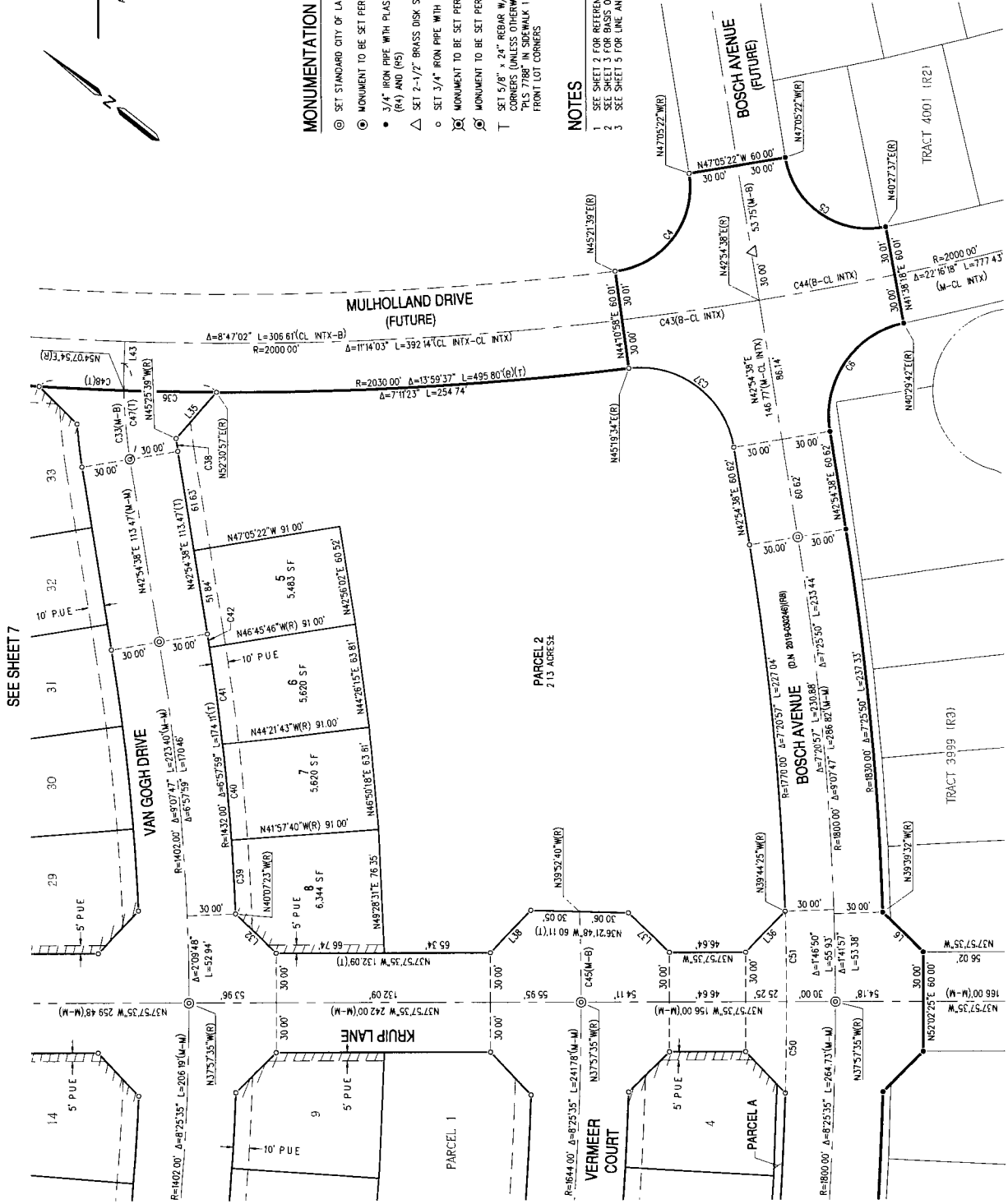


MONUMENTATION NOTES

- ⊙ SET STANDARD CITY OF LAHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ MONUMENT TO BE SET PER (R6)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1), (R2), (R3), (R4) AND (R5)
- △ SET 2-1/2" BRASS DISK STAMPED "PLS 7788"
- SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- ⊙ MONUMENT TO BE SET PER (R4)
- ⊙ MONUMENT TO BE SET PER (R3), UNLESS OTHERWISE NOTED
- T SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 1 1/2" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 1'00" ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS

NOTES

- 1 SEE SHEET 2 FOR REFERENCES
- 2 SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
- 3 SEE SHEET 5 FOR LINE AND CURVE TABLES



SEE SHEET 7

SEE SHEET 6

EXHIBIT "B"

TRACT 4050 AND VILLAGE "Z" AREA

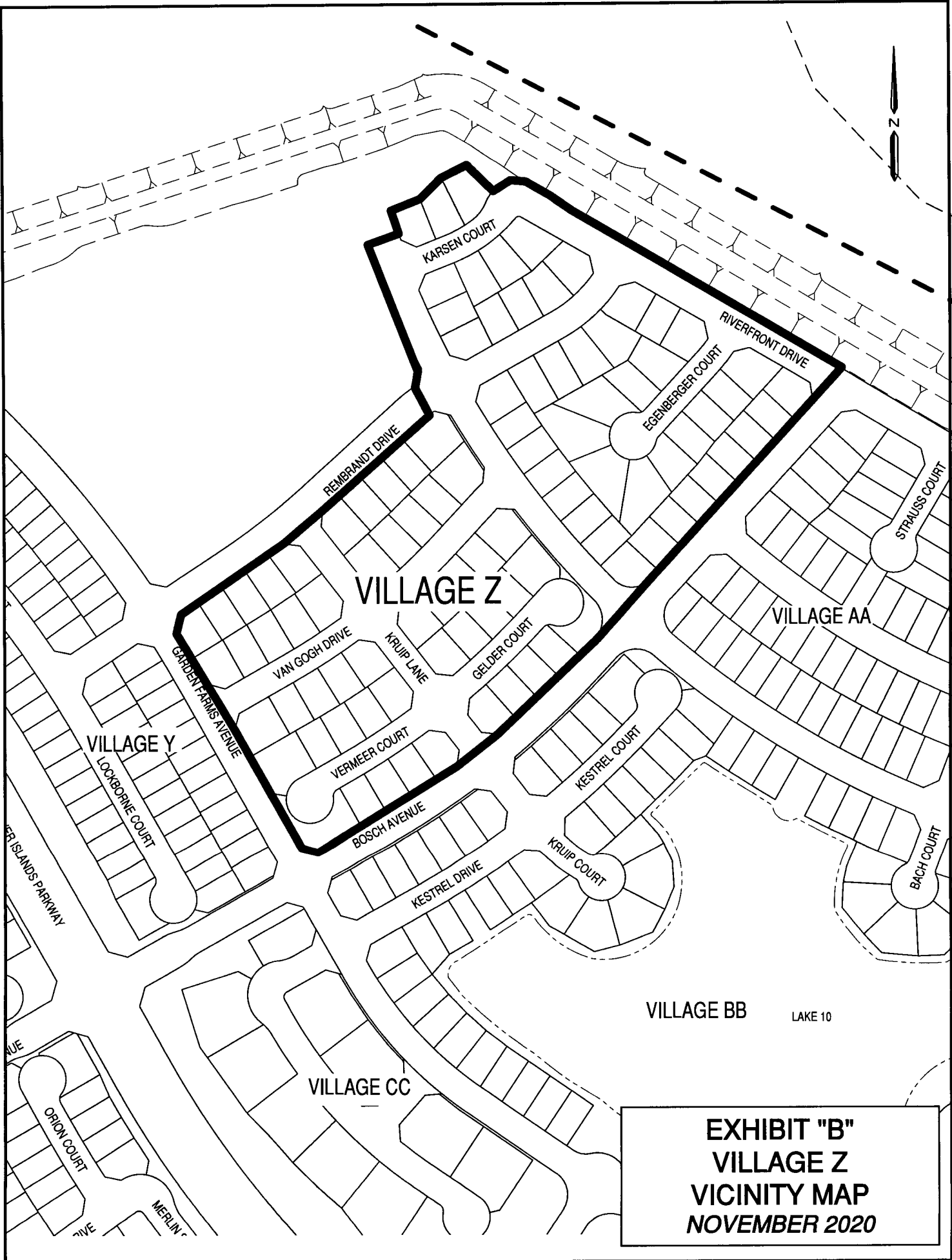


EXHIBIT "B"
VILLAGE Z
VICINITY MAP
NOVEMBER 2020

EXHIBIT "C"

CITY INSURANCE REQUIREMENTS

1. The Subdivider shall obtain commercial general liability insurance companies licensed to do business in the State of California with an A.M. Best Company rating Insurance rating of no less than A:VII which provides coverage for bodily injury, personal injury and property damage liability in the amount of at least \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.

Said insurance coverage shall be evidenced by a certificate of insurance with policy endorsements, executed by an authorized official of the insurer(s). All parties to the Subdivision Improvement Agreement must be named insured on the policy. The policy endorsements to be attached to the certificate must provide all the following:

a. Name the City of Lathrop, its officers, City Council, boards and commissions, and members thereof, its employees and agents as additional insured as respects to any liability arising out of the activities of the named insured. A CG 2010 or CG 2026 endorsement form or the equivalent is the appropriate form.

b. State that "the insurance coverage afforded by this policy shall be primary insurance as respects to the City of Lathrop, its officers, employees and agents. Any insurance or self-insurance maintained by the City of Lathrop, its officers, employees, or agents shall be in excess of the insurance afforded to the named insured by this policy and shall not contribute to any loss.

c. Include a statement that, "the insurer will provide to the City at least thirty (30) days prior notice of cancellation or material change in coverage." The above language can be included on the additional insured endorsement form or on a separate endorsement form.

d. The policy must contain a cross liability or severability of interest clause.

e. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Insurance Services West, Inc.		NAMED INSURED River Islands Stage 2A, LLC 73 W Stewart Rd Lathrop, CA 95330	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

purchased by Additional Insureds.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
City of Lathrop its officers, City Council, boards and commissions and members thereof, its employees and agents 390 Towne Centre Drive Lathrop, CA 95330	As Required By Written Contract, Fully Executed Prior To The Named Insured's Work
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- 1 Your acts or omissions; or
- 2 The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- 1 All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2 That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY – PLEASE READ IT CAREFULLY

USIC VEN 016 11 10 07

**Named Insured: River Islands Development, LLC
Policy Number: ATN-SF1811644P**

**PRIMARY AND NON-CONTRIBUTING INSURANCE
(Third Party's Sole Negligence)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

The following is added to Section IV – Commercial General Liability Conditions, Paragraph 4:

Section IV: Commercial General Liability Conditions

4. Other Insurance:

- d. Notwithstanding the provisions of sub-paragraphs a, b, and c of this paragraph 4, with respect to the Third Party shown below, it is understood and agreed that in the event of a claim or "suit" arising out of the Named Insured's sole negligence, this insurance shall be primary and any other insurance maintained by the additional insured named as the Third Party below shall be excess and non-contributory.

The Third Party to whom this endorsement applies is:

City of Lathrop, its officers, City Council,
boards and commissions and members thereof,
its employees and agents
390 Towne Centre Drive
Lathrop, CA 95330

Absence of a specifically named Third Party above means that the provisions of this endorsement apply "as required by written contractual agreement with any Third party for whom you are performing work."

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

USIC VEN 078 03 11 07

**Named Insured: River Islands Development, LLC
Policy Number: ATN-SF1811644P**

THIRD PARTY CANCELLATION NOTICE

This endorsement shall not serve to increase our limits of insurance, as described in **SECTION III - LIMITS OF INSURANCE.**

This endorsement modifies Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

If we cancel this policy for any reason other than nonpayment of premium, we will mail notification to the persons or organizations shown in the schedule below (according to the number of days listed below) once the Named Insured has been notified.

If we cancel this coverage for nonpayment of premium, we will mail a copy of such written notice of cancellation to the name and address below at least 10 days prior to the effective date of such cancellation.

Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE

<u>Name and Address of Other Person/Organization</u>	<u>Number of Days Notice</u>
City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents 390 Towne Centre Drive Lathrop, CA 95330	30 Days

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

EXHIBIT "D"
UNFINISHED IMPROVEMENT COST ESTIMATE

ENGINEER'S BOND ESTIMATE
COST TO COMPLETE
RIVER ISLANDS - PHASE 2A
VILLAGE Z (94 LOTS)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

October 12, 2020
Job No.: 25502-91

Item Description	Quantity	Unit	Unit Price	Amount
1 Striping (0% Completion)	1	LS	\$ 5,000.00	\$ 5,000.00
2 Streetscape (15% Completion)	1	LS	\$ 200,590.00	\$ 200,590.00
TOTAL COST TO COMPLETE				\$ 205,590.00

Notes:
1) Estimate for cost to complete based on contractor's note for Village Z dated 9/25/2020

EXHIBIT "E"

VILLAGE "Z" IMPROVEMENTS ENGINEER'S ESTIMATE

ENGINEER'S PRELIMINARY COST ESTIMATE
VILLAGE Z (94 LOTS)

March 7, 2018
Job No.: 25502-91

STAGE 2A
RIVER ISLANDS
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

Item	Description	Quantity	Unit	Unit Price	Amount
<u>STREET WORK</u>					
1	Fine Grading	338,500	SF	\$ 0.45	\$ 152,325.00
2	3" AC Paving	43,900	SF	\$ 1.50	\$ 65,850.00
3	4.5" AC Paving	143,000	SF	\$ 2.25	\$ 321,750.00
4	6" Aggregate Base	43,900	SF	\$ 0.90	\$ 39,510.00
5	8" Aggregate Base	143,000	SF	\$ 1.20	\$ 171,600.00
6	Vertical Curb and Gutter <i>(with AB cushion)</i>	4,760	LF	\$ 15.00	\$ 71,400.00
7	Rolled Curb and Gutter <i>(with AB cushion)</i>	5,320	LF	\$ 15.00	\$ 79,800.00
8	Concrete Sidewalk	55,000	SF	\$ 5.00	\$ 275,000.00
9	Driveway Approach	87	EA	\$ 600.00	\$ 52,200.00
10	Handicap Ramps	24	EA	\$ 2,500.00	\$ 60,000.00
11	Survey Monuments	29	EA	\$ 300.00	\$ 8,700.00
12	Traffic Striping & Signage	5,600	LF	\$ 5.00	\$ 28,000.00
13	Dewatering <i>(budget)</i>	5,600	LF	\$ 40.00	\$ 224,000.00
14	Barricade	1	EA	\$ 1,500.00	\$ 1,500.00
15	Remove Existing Barricade	2	EA	\$ 500.00	\$ 1,000.00
Subtotal Street Work					\$ 1,552,635.00
<u>STORM DRAIN</u>					
16	Catch Basins <i>(type A inlet)</i>	11	EA	\$ 2,400.00	\$ 26,400.00
17	Catch Basins <i>(type A inlet over type I manhole base)</i>	25	EA	\$ 2,800.00	\$ 70,000.00
18	Catch Basins <i>(type A inlet over type II manhole base)</i>	4	EA	\$ 5,000.00	\$ 20,000.00
19	Field Inlets <i>(type C inlet over type II manhole base)</i>	3	EA	\$ 5,000.00	\$ 15,000.00
20	15" Storm Drain Pipe	1,520	LF	\$ 34.00	\$ 51,680.00
21	18" Storm Drain Pipe	230	LF	\$ 46.00	\$ 10,580.00
22	24" Storm Drain Pipe	800	LF	\$ 65.00	\$ 52,000.00
23	30" Storm Drain Pipe	1,000	LF	\$ 80.00	\$ 80,000.00
24	36" Storm Drain Pipe	92	LF	\$ 95.00	\$ 8,740.00
25	Manholes <i>(type I)</i>	2	EA	\$ 3,000.00	\$ 6,000.00
26	Manholes <i>(type II)</i>	3	EA	\$ 5,000.00	\$ 15,000.00
27	Connect to Existing	6	EA	\$ 1,700.00	\$ 10,200.00
28	Stub & Plug	3	EA	\$ 1,000.00	\$ 3,000.00
Subtotal Storm Drain					\$ 368,600.00
<u>SANITARY SEWER</u>					
29	8" Sanitary Sewer Pipe	4,280	LF	\$ 28.00	\$ 119,840.00
30	Manholes	20	EA	\$ 4,000.00	\$ 80,000.00
31	Sewer Service	87	EA	\$ 600.00	\$ 52,200.00
32	Plug & Stub	2	EA	\$ 1,000.00	\$ 2,000.00
33	Connect to Existing	5	EA	\$ 3,000.00	\$ 15,000.00
Subtotal Sanitary Sewer					\$ 269,040.00

Item	Description	Quantity	Unit	Unit Price	Amount
<u>WATER SUPPLY</u>					
34	8" Water Line <i>(including all appurtenances)</i>	4,310	LF	\$ 32.00	\$ 137,920.00
35	10" Water Line <i>(including all appurtenances)</i>	1,310	LF	\$ 40.00	\$ 52,400.00
36	Water Plug & Stub	6	EA	\$ 1,000.00	\$ 6,000.00
37	Water Service	87	EA	\$ 2,000.00	\$ 174,000.00
38	Fire Hydrants	8	EA	\$ 4,000.00	\$ 32,000.00
39	Connect to Existing	5	EA	\$ 4,000.00	\$ 20,000.00
Subtotal Water Supply					\$ 422,320.00
<u>NON-POTABLE WATER SUPPLY</u>					
40	8" Non-Potable Water Line <i>(including all appurtenances)</i>	1,640	LF	\$ 35.00	\$ 57,400.00
41	Connect to Existing	2	EA	\$ 3,000.00	\$ 6,000.00
Subtotal Non-Potable Water Supply					\$ 63,400.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 2,676,000.00
COST PER LOT					\$ 28,468.00

Notes:

- 1) Unit prices are based on estimated current construction costs and no provision for inflation is included.
- 2) This estimate does not include surveying, engineering, clearing, grading, erosion control, joint trench, landscaping, irrigation, or street trees.

EXHIBIT "F"

**RIPFA LETTER OF GUARANTEE
INTERIM PUBLIC ACCESS WITHIN THE STAGE 2A DEVELOPMENT AREA**

RIVER ISLANDS PUBLIC FINANCING AUTHORITY

73 W. STEWART ROAD
LATHROP, CALIFORNIA 95330

TEL: (209) 879-7900

May 4, 2017

Glenn Gebhardt, City Engineer
City of Lathrop
390 Towne Centre Drive
Lathrop, California 95330

Subject: **Letter of Guarantee - Construction of Interim Public Access within the River Islands at Lathrop Stage 2A Development Area**

This Letter of Guarantee is being made in lieu of a performance bond for the construction of an interim public access (public right of way) within the Stage 2A development area of the River Islands development project. River Islands Development, LLC ("RID") has requested the permanent closure of Cohen Road from Stage 1 to Paradise Road and Paradise Road from Stewart Road to the Stage 2A levee (see Exhibit "A" attached to this Letter of Guarantee). This closure would allow the construction of the Stage 2B levee system. The closure will not allow public traffic to utilize Paradise Road to access the River Islands development area while the construction of the Stage 2B levee is occurring, but still allow emergency vehicles access to the area via all-weather access roads.

RID plans to construct River Islands Parkway from its current terminus in Stage 1, through the Stage 2A development area and into Stage 2B and reconstruct Paradise Road within Stage 2B to restore public access to the project from the Tracy/Banta area. Until these roads are constructed and dedicated to the City for public use, the City is requiring security to restore public access to Paradise Road should RID fail to perform. We are providing you this Letter of Guarantee for this purpose.

The engineer's estimate as provided by O'Dell Engineering for a 28-foot-wide paved roadway, equivalent to existing Cohen Road, in the general alignment of proposed River Islands Parkway from Stage 1 to Paradise Road through Stage 2B is \$453,000 (See Exhibit "B"). The total length of this "guarantee roadway" is 6,150 linear feet. As a result, the Authority hereby agrees to set-aside funds in the amount of \$543,600, which amount is equal to 120% of the engineer's estimate, in-lieu of a performance bond. The funds are currently held, and will be set aside, in the Improvement Fund established under the Fiscal Agent Agreement, dated as of December 1, 2015, between the Authority and Wilmington Trust, National Association, as fiscal agent. The Joint Community Facilities Agreement, dated as of November 16, 2015, between the Authority and the City allows for funds in the Improvement Fund to be used to pay costs of infrastructure improvements for the River Islands development, including roadways.

Under the terms of this Letter of Guarantee, the Authority shall hold the funds as stated herein in the Improvement Fund until August 1, 2020, or until such time that permanent roadways are

Glenn Gebhardt, City Engineer
City of Lathrop
May 4, 2017
Page 2 of 3

constructed and dedicated to the City to restore permanent public access to Paradise Road, whichever comes first. If the permanent roadways are not constructed, inspected and accepted by the City by August 1, 2020 and the deadline is not extended by the City in writing, no later than August 2, 2020, the Authority will cause one of the following to occur:

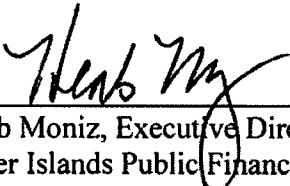
1. The Authority shall use the funds set aside in the Improvement Fund to construct a 28-foot-wide paved roadway in a new alignment, equivalent to the existing Cohen Road or, to reconstruct the existing 28-foot-wide paved Cohen and Paradise roadways in the original alignment at the City's direction. The Authority shall utilize a suitable contractor and bid the work under applicable law. The Authority and the City shall mutually agree to a timeline to which the roadways necessary to restore access are constructed, inspected and operational, not to exceed December 31, 2020-.
2. The Authority shall withdraw the funds from the set aside monies in the Improvement Fund and provide said monies to the City, to be held in a segregated account maintained by the City, to be used solely for construction or reconstruction of the applicable roadways. In such event, the City will use reasonable diligence to complete the construction of the roadways. Once permanent access has been constructed to the satisfaction of the City Engineer, and all costs related thereto have been paid, the City shall return any of the unspent funds and any investment earnings thereon to the Authority for redeposit to the Improvement Fund. Until the completion of the roadways and return of any excess funds to the Authority, the City will maintain records as to the reinvestment of the funds provided to it, and will provide the Authority with its records as to any such investment earnings upon written request of the Authority. Additionally, in the event that the City advises the Authority in writing that the funds provided to the City are not sufficient to pay all of the costs associated with the roadways necessary to restore public access, and advises the Authority as to the amount of the shortfall, the Authority will advance funds to the City from the Improvement Fund in the amount of the shortfall. In such event, and upon the written request of the Authority, the City will provide to the Authority a detailed breakdown of the costs of the construction of the remaining roadway work necessary to restore public access.
3. Since the construction of roadways within Stages 2A and 2B are phased and will continue to be constructed by RID, RD 2062 or the Authority over time, the Authority may request a reduction in the amount of funds necessary to be held from the Improvement Fund as segments of permanent public roadways are constructed and dedicated to the City. For instance, segments of River Islands Parkway through Stage 2A should be completed in late 2017/early 2018 and dedication of this segment would reduce the amount of security described herein. As a result, a reduction of \$88.40 per LF (\$543,600/6,150 LF) shall be granted for each linear foot permanently constructed and dedicated to the City.

The Authority shall retain the discretion to choose between the two options outlined above as the applicable security and to request reduction of the security as described in section 3 above. As confirmation of the acceptance of the terms and conditions of this Letter of Guarantee by the

Glenn Gebhardt, City Engineer
City of Lathrop
May 4, 2017
Page 3 of 3

City, please sign and date this letter as shown on the next page. Should you have any questions regarding this Letter of Guarantee, please contact me at (209) 879-7900.

Sincerely,

By: 
Herb Moniz, Executive Director
River Islands Public Financing Authority

Enclosures: Exhibit "A": Location of Applicable Roadways – Cohen/Paradise
Exhibit "B": O'Dell Engineering – Engineer's Estimates

cc: Susan Dell'Osso, River Islands Development, LLC
John Zhang, O'Dell Engineering, Inc.

I Accept on Behalf of the City of Lathrop the Terms and Conditions
of the foregoing Letter of Guarantee.

By: _____
Glenn R. Gebhardt, City Engineer

Date



STAGE 2 INTERIM ACCESS
RIVER ISLANDS
LAND USE MAP

CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA
MAY 4, 2017



LEGEND

- PHASE 1 BOUNDARY
- RETAIN PUBLIC MAINTAINED ROAD
- PERMANENT ROAD CLOSURE (ABANDONMENT)
- INTERIM PUBLIC SAFETY ROAD (ALL-WEATHER)
- 28' PAVED ROADWAY (GUARANTEE SEGMENT)

EXHIBIT "B"

ENGINEERING

ENGINEER'S OPINION OF PROBABLE COST
INTERIM ROAD CONNECTION - STAGE 2A
GUARANTEE
RIVER ISLANDS - PHASE 1
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

May 4, 2017

Item	Description	Quantity	Unit	Unit Price	Amount
<u>SITE PREPARATION</u>					
1	Mobilization ¹	1	LS	\$ 25,000.00	\$ 22,750.00
2	Erosion Control	1	LS	\$ 2,500.00	\$ 2,500.00
	Subtotal Site Preparation				\$ 25,250.00
<u>GRADING</u>					
3	Earthwork ²	1,600	CY	\$ 5.00	\$ 8,000.00
	Subtotal Grading				\$ 8,000.00
<u>MISCELLANEOUS</u>					
4	3" AC (6150 LF)	172,200	SF	\$ 1.50	\$ 258,300.00
5	6" AB (6150 LF)	172,200	SF	\$ 0.90	\$ 154,980.00
6	Conform to Existing	2	LS	\$ 3,000.00	\$ 6,000.00
	Subtotal Miscellaneous				\$ 419,280.00
	SUBTOTAL CONSTRUCTION COST				\$ 452,530.00
	TOTAL CONSTRUCTION COST (nearest \$1,000)				\$ 453,000.00

Notes:

- 1) Mobilization assumed to be 5% of total cost.
- 2) Earthwork quantity includes 35% shrinkage.

EXHIBIT "G"

**RIPFA LETTER OF GUARANTEE
RIVER ISLANDS PARKWAY WITHIN THE STAGE 2A DEVELOPMENT AREA**

RIVER ISLANDS PUBLIC FINANCING AUTHORITY

73 W. STEWART ROAD

LATHROP, CALIFORNIA 95330

TEL: (209) 879-7900

June 26, 2018

Glenn Gebhardt, City Engineer
City of Lathrop
390 Towne Centre Drive
Lathrop, California 95330

Subject: Letter of Guarantee - Construction of River Islands Parkway from Dell'Osso Drive to the Stage 2B Boundary (Lakeside East District) – Tract 3908

This Letter of Guarantee is being made in lieu of a performance bond for the construction of unfinished portions of River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary within the Stage 2A development area of the River Islands development project (also known as the Lakeside East District). River Islands Public Financing Authority (Authority) is providing the funding for public improvements in the Stage 2A development area, including improvements to River Islands Parkway (Improvements). It is our understanding that a guarantee for construction of the River Islands Parkway Improvements through Stage 2A is required as a condition precedent to City Council approval of the Tract 3908 large lot subdivision map proposed by River Islands Development, LLC. Since the Authority is already setting aside funds for the full construction of River Islands Parkway, we are providing you this Letter of Guarantee as the required subdivision guarantee necessary for the Tract 3908 large lot final map.

The engineer's estimates as provided by O'Dell Engineering for the full cost of the of River Islands Parkway Improvements from Dell'Osso Drive to the Stage 2B boundary is \$5,264,000, and for the unfinished portions (as of June 15, 2018) of River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary is \$338,004 (attached as Exhibit "A"). The Authority hereby agrees to set-aside funds in the amount of \$450,000, which amount is equal to 180% of this engineer's estimate of the unfinished improvements, in-lieu of a 100% performance bond and 50% labor and materials bond. The funds are currently held, and will be set aside, in the Improvement Fund established under the Fiscal Agent Agreement, dated as of December 1, 2015, between the Authority and Wilmington Trust, National Association, as fiscal agent. The Joint Community Facilities Agreement, dated as of November 16, 2015, between the Authority and the City allows for funds in the Improvement Fund to be used to pay costs of infrastructure improvements for the River Islands development, including River Islands Parkway. Also attached to this Letter of Guarantee is an exhibit showing the portion of River Islands Parkway being guaranteed by this letter for your reference (Exhibit "B").

Glenn Gebhardt, City Engineer
City of Lathrop – Letter of Guarantee for Tract 3908
June 15, 2018
Page 2 of 3

Under the terms of this Letter of Guarantee, the Authority shall hold the funds as stated herein in the Improvement Fund until July 8, 2019, or until such time River Islands Parkway through Stage 2A is fully constructed, inspected and accepted into service by the City, whichever comes first. If this portion of River Islands Parkway is not constructed, inspected and accepted into service by the City by July 8, 2019 and the deadline is not extended by the City in writing, no later than September 30, 2019, the Authority will cause one of the following to occur:

1. The Authority shall use the funds set aside in the Improvement Fund to construct the River Islands Parkway Improvements. The Authority shall utilize a suitable contractor and bid the work under applicable law. The Authority and the City shall mutually agree to a timeline to which the roadway will be constructed, inspected and operational, no later than one year from the deadline noted above.
2. The Authority shall withdraw the funds from the set aside monies in the Improvement Fund and provide said monies to the City, to be held in a segregated account maintained by the City, to be used solely for construction or reconstruction of the applicable portion of River Islands Parkway. In such event, the City will use reasonable diligence to complete the construction of the River Islands Parkway. Until the completion of the River Islands Parkway and return of any excess funds to the Authority, the City will maintain records as to the reinvestment of the funds provided to it and will provide the Authority with its records as to any such investment earnings upon written request of the Authority. Additionally, in the event that the City advises the Authority in writing that the funds provided to the City are not sufficient to pay all of the costs of the construction of the River Islands Parkway and advises the Authority as to the amount of the shortfall, the Authority will advance funds to the City from the Improvement Fund in the amount of the shortfall. In such event, and upon the written request of the Authority, the City will provide to the Authority a detailed breakdown of the costs of the construction of the unfinished portions of River Islands Parkway through Stage 2A.

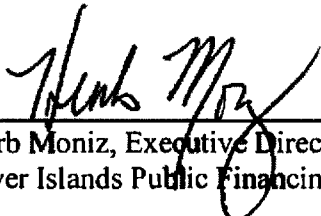
The Authority shall retain the discretion to choose between the two options outlined above. However, if any River Islands Parkway improvements remain incomplete on September 30, 2020, the Authority shall immediately resort to Option 2, and shall provide set aside moneys in the Improvement Fund as requested by the City to allow the City to complete the uncompleted improvements.

In addition, the commitment for the Authority to set aside these funds shall continue until the Improvements are constructed and accepted by the City Council, and the developer provides a one year maintenance bond in the amount of \$526,400 (10% of the full cost of the Improvements), or until the Authority provides an acceptable replacement letter of guarantee in that same amount of \$526,400 to guarantee the quality and condition of the full Improvements for one year from the date of acceptance by the City Council.

Glenn Gebhardt, City Engineer
City of Lathrop – Letter of Guarantee for Tract 3908
June 15, 2018
Page 3 of 3

As confirmation of the acceptance of the terms and conditions of this Letter of Guarantee by the City, please sign and date this letter as shown on the next page. Should you have any questions regarding this Letter of Guarantee, please contact me at (209) 879-7900.


Sincerely,

By: 
Herb Moniz, Executive Director
River Islands Public Financing Authority

Enclosures: Exhibit "A": Engineer's Estimate of full improvements from O'Dell Engineering
and Engineer's Estimate of unfinished improvements from O'Dell
Engineering
Exhibit "B": Location of guarantee on River Islands Parkway

cc: Susan Dell'Osso, River Islands Development, LLC

I Accept on Behalf of the City of Lathrop the Terms and Conditions
of the foregoing Letter of Guarantee.

By: 
Glenn R. Gebhardt, City Engineer

7/9/18
Date

ENGINEER'S OPINION OF PROBABLE COST
 RIVER ISLANDS - STAGE 2A
 RIVER ISLANDS PARKWAY
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

March 6, 2018
 Job No.: 25503-01

Item	Description	Quantity	Unit	Unit Price	Amount
<u>STREET WORK</u>					
1	Fine Grading	621,700	SF	\$ 0.45	\$ 279,765.00
2	7" AC Paving	316,800	SF	\$ 3.50	\$ 1,108,800.00
3	11" Aggregate Base	316,800	SF	\$ 1.65	\$ 522,720.00
4	12" Lime Treatment	316,800	SF	\$ 1.10	\$ 348,480.00
5	Vertical Curb and Gutter <i>(with AB cushion)</i>	9,600	LF	\$ 15.00	\$ 144,000.00
6	Type F Median Curb <i>(with AB cushion)</i>	9,100	LF	\$ 18.00	\$ 163,800.00
7	Roundabout Concrete	2,400	SF	\$ 5.00	\$ 12,000.00
8	Concrete Sidewalk	77,400	SF	\$ 5.00	\$ 387,000.00
9	Handicap Ramps	20	EA	\$ 2,500.00	\$ 50,000.00
10	Survey Monuments	7	EA	\$ 300.00	\$ 2,100.00
11	Barricades	1	EA	\$ 1,500.00	\$ 1,500.00
12	Traffic Signing & Striping	4,710	LF	\$ 5.00	\$ 23,550.00
13	Dewatering <i>(Budget)</i>	4,710	LF	\$ 75.00	\$ 353,250.00
Subtotal Street Work					\$ 3,396,965.00
<u>STORM DRAIN</u>					
14	Catch Basins <i>(type A Inlet)</i>	24	EA	\$ 2,400.00	\$ 57,600.00
15	15" Storm Drain Pipe	1,110	LF	\$ 34.00	\$ 37,740.00
16	18" Storm Drain Pipe	220	LF	\$ 46.00	\$ 10,120.00
17	24" Storm Drain Pipe	780	LF	\$ 65.00	\$ 50,700.00
18	Storm Drain Stub & Plug	9	EA	\$ 1,000.00	\$ 9,000.00
Subtotal Storm Drain					\$ 165,160.00
<u>SANITARY SEWER</u>					
19	24" Sanitary Sewer Pipe	50	LF	\$ 150.00	\$ 7,500.00
20	Manholes	24	LF	\$ 4,000.00	\$ 96,000.00
21	Connect to Existing Sanitary Sewer	2	EA	\$ 3,000.00	\$ 6,000.00
Subtotal Sanitary Sewer					\$ 109,500.00
<u>WATER SUPPLY</u>					
22	8" Water Line <i>(including all appurtenances)</i>	740	LF	\$ 32.00	\$ 23,680.00
23	10" Water Line <i>(including all appurtenances)</i>	280	LF	\$ 40.00	\$ 11,200.00
24	20" Water Line <i>(including all appurtenances)</i>	4,630	LF	\$ 100.00	\$ 463,000.00
25	Fire Hydrants	16	EA	\$ 4,000.00	\$ 64,000.00
26	Water Service	6	EA	\$ 2,000.00	\$ 12,000.00
27	Water Plug & Stub	9	EA	\$ 1,000.00	\$ 9,000.00
28	Connect to Existing Water	1	EA	\$ 4,000.00	\$ 4,000.00
Subtotal Water Supply					\$ 586,880.00

Item	Description	Quantity	Unit	Unit Price	Amount
<u>RECYCLED WATER</u>					
29	8" Recycled Water Flushing Line <i>(including all appurtenances)</i>	80	LF	\$ 45.00	\$ 3,600.00
30	12" Recycled Water Drain Line <i>(including all appurtenances)</i>	150	LF	\$ 55.00	\$ 8,250.00
31	16" Recycled Water Line <i>(including all appurtenances)</i>	4,650	LF	\$ 65.00	\$ 302,250.00
32	Recycled Water Plug & Stub	4	EA	\$ 1,000.00	\$ 4,000.00
33	Connect to Existing Recycled Water	1	EA	\$ 5,000.00	\$ 5,000.00
Subtotal Recycled Water					\$ 323,100.00
<u>NON-POTABLE WATER</u>					
34	8" Non-Potable Water Line <i>(including all appurtenances)</i>	650	LF	\$ 35.00	\$ 22,750.00
35	16" Non-Potable Water Line <i>(including all appurtenances)</i>	4,660	LF	\$ 80.00	\$ 372,800.00
36	Non-Potable Water Service	6	LF	\$ 2,000.00	\$ 12,000.00
37	Non-Potable Water Plug & Stub	7	EA	\$ 1,000.00	\$ 7,000.00
38	Connect to Existing Non-Potable Water	1	EA	\$ 3,000.00	\$ 3,000.00
Subtotal Irrigation Water					\$ 417,550.00
<u>LAKE FILL LINE</u>					
39	16" Lake Fill Line <i>(including all appurtenances)</i>	4,820	LF	\$ 50.00	\$ 241,000.00
40	3" Aeration Line <i>(including all appurtenances)</i>	4,820	LF	\$ 4.00	\$ 19,280.00
41	Lake Fill Stub & Plug	3	EA	\$ 1,000.00	\$ 3,000.00
42	Connect to Existing Lake Fill Line	1	EA	\$ 1,000.00	\$ 1,000.00
Subtotal Lake Fill Line					\$ 264,280.00
SUBTOTAL CONSTRUCTION COST					\$ 5,263,435.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 5,264,000.00

Notes:

- 1) This estimate does not include surveying, engineering, clearing, grading, erosion control, joint trench, landscaping, irrigation, or street trees.
- 2) Unit prices are based on estimated current construction costs and no provision for inflation is included.

ENGINEER'S BOND ESTIMATE
 COST TO COMPLETE
 RIVER ISLANDS - STAGE 2A
 RIVER ISLANDS PARKWAY
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

June 13, 2018
 Job No: 25503-01

Item	Description	Quantity	Unit	Unit Price	Amount
1	Sanitary Sewer & Water Raising Iron (95% Completion)	1	LS	\$ 54,400.00	\$ 54,400.00
2	Final AC Lift (90% Completion)	1	LS	\$ 246,604.00	\$ 246,604.00
3	Final Signing, Striping & Monument (0% Completion)	1	LS	\$ 37,000.00	\$ 37,000.00
TOTAL COST TO COMPLETE					\$ 338,004.00

Notes

- 1) Estimate for cost to complete based on contractor's cost to complete summary sheet and backup documents for Stage 2A River Islands Parkway (Dell'Osso Drive to Stage 2A/2B Levee) dated June 12, 2018.



STAGE 2 INTERIM ACCESS
RIVER ISLANDS

LAND USE MAP

CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA
MAY 4, 2017



LEGEND

- PHASE 1 BOUNDARY
- RETAIN PUBLIC MAINTAINED ROAD
- PERMANENT ROAD CLOSURE (ABANDONMENT)
- INTERIM PUBLIC SAFETY ROAD (ALL-WEATHER)
- 28' PAVED ROADWAY (GUARANTEE SEGMENT)

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAPS
(RIVER ISLANDS AT LATHROP)**

November 9, 2020

Via Email and Hand Delivery

Old Republic Title Company
1215 W. Center Street, Suite 103
Manteca, CA 95337
Attn: Lori Richardson

Re: Recordation of Final Map 4050 (Z); Escrow No. 1214021452

Dear Lori:

This letter constitutes the joint escrow instructions ("**Escrow Instructions**") of River Islands Stage 2A, LLC, a Delaware limited liability company ("**RIS2A**") and the City of Lathrop ("**City**") in connection with the above-referenced escrow ("**Escrow**"). The Escrow was opened in connection with recordation of the above-referenced final map ("**Final Map**"). Recordation of the Final Map is subject to the conditions set forth below. The transactions described in these Escrow Instructions are referred to as the "**Transaction**." Old Republic Title Company is referred to as "you" or "**ORTC**."

A. Date for Closings

The Final Map will be recorded at the time designated by RIS2A as set forth below. The Final Map can only be recorded after the City has approved the map in writing. The closing date for the Transaction is intended to occur by November 30, 2020, at the time designated in writing by RIS2A, subject to satisfaction of the conditions set forth below (each a "**Closing**"). If the Final Map has not been recorded by June 30, 2021, ORTC will return the Final Map to the City.

B. Documents to be Delivered and Recordation Documents

In connection with the Transaction, you have in your possession or will receive the following documents from City for recordation in the Official Records of San Joaquin County, California ("**Official Records**").

B.1. One original Final Map for Tract 4050 (Z), executed and acknowledged by the City.

B.2. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for the City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities).

B.3. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for Island Reclamation District 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance Services).

JOINT ESCROW INSTRUCTIONS RECORDATION OF FINAL MAPS (RIVER ISLANDS AT LATHROP)

B.4. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for River Islands Public Financing Authority Community Facilities District No. 2013-1 (River Islands Public Services).

B.5. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for the River Islands Public Financing Authority Community Facilities District No. 2016-1 (River Islands Supplemental).

B.6 Irrevocable Offer of Dedication for Right-of-Way Purposes Tract 4050 (Offsite Roadway Dedication_ River Islands, Stage 2A

The documents listed in Items B.1, B.2, B.3, B.4, B.5 and B.6, above are referred to as the “**Recordation Documents.**” The Recordation Documents shall be recorded in the order referred to above. The date on which the Recordation Documents are recorded in the Official Records is the Recordation Date.

Prior to recording the Recordation Documents, please confirm that you have received copies or originals of the following documents: (i) Unanimous Approval of Annexation to a Community Facilities District and Related Matters, City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities); (ii) Consent to, and Ballot in favor of, Annexation of Real Property to the River Islands Public Financing Authority Community Facilities District No. 2013-1 (River Islands Public Services); (iii) Consent to, and Ballot in favor of, Annexation of Real Property to Island Reclamation District No. 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance); and (iv) Consent to, and Ballot in favor of, Annexation of Real Property to the River Islands Public Financing Authority Community Facilities District No. 2016-1 (River Islands Supplemental). The original City of Lathrop Unanimous Approval must be delivered to the City of Lathrop. The original Consents and Ballots for River Islands Public Financing Authority CFD Nos. 2013-1 and 2016-1 and Island Reclamation District No. 2013-1 must be delivered to Karna Harrigfeld at Herum\Crabtree\Suntag, 5757 Pacific Ave., Suite 222, Stockton, CA 95207. Copies should be sent via email to Cari James (cjames@ci.lathrop.ca.us), Cindy Yan at Goodwin Consulting Group, cindy@goodwinconsultinggroup.net, Susan Dell’Osso (sdelloso@riverislands.com) and Debbie Belmar (dbelmar@riverislands.com) together with conformed copies of the amendments to notices of special tax that are recorded as part of the Recordation Documents.

C. Funds and Settlement Statement

You also have received, or will receive from RIS2A, prior to the recordation of the Recordation Documents, in immediately available funds, the following amounts, in accordance with the settlement statement prepared by you and approved in writing by both RIS2A and City (“**Settlement Statement**”): recordation costs, escrow fees and other amounts as set forth in the Settlement Statement. Such costs, fees and other amounts are the sole responsibility of RIS2A.

JOINT ESCROW INSTRUCTIONS RECORDATION OF FINAL MAPS (RIVER ISLANDS AT LATHROP)

- Funds to be wire transferred directly to the entity set forth below, immediately upon recordation of the Final Map, in accordance with the wire transfer instructions for each entity are as follows: The amount of **\$38,701.37**, payable to the City pursuant to that certain Agreement to Settle Litigation Regarding River Islands at Lathrop (as amended "**Sierra Club Agreement**"), constituting the amount of **\$3,277.00** multiplied by **11.81** acres (or portion thereof) included in the Final Map, is to be transferred to the City upon recordation of the Final Map. The City's wire instructions are set forth below.

The amounts set forth in Section C are referred to as the "**Closing Funds.**"

D. Closing Requirements

When the following has occurred, you are authorized to close the Escrow at the time(s) and in accordance with the process set forth below:

D.1. You have delivered copies of your Settlement Statement by email transmission to: (a) Susan Dell'Osso (sdelloso@riverslands.com); (b) Debbie Belmar (dbelmar@riverislands.com); (c) Stephen Salvatore (ssalvatore@ci.lathrop.ca.us); (d) Salvador Navarrete (snavarrete@ci.lathrop.ca.us); (e) Cari James (cjames@ci.lathrop.ca.us) and (f) Glenn Gebhardt (ggebhardt@ci.lathrop.ca.us), and have confirmation (by telephone or email) from Susan Dell'Osso and Stephen Salvatore or Glenn Gebhardt that the Settlement Statement is accurate and acceptable;

D.2. You have not received any instructions contrary to these Escrow Instructions;

D.3. The Recordation Documents and all other documents described herein as being held by you or delivered to you have been received by you and have been fully executed and, where applicable, acknowledged, and you have attached all legal descriptions or have confirmed that all exhibits and legal descriptions are attached;

D.4. You are prepared to record the Recordation Documents, as designated, release funds in accordance with the Settlement Statement and complete the Transaction in compliance with these Escrow Instructions;

D.5. You have delivered a copy of these instructions, executed by an authorized signatory of ORTC with authority to bind ORTC, and initialed all pages, by email transmission (with original hard copy to follow by U.S. Mail) to Debbie Belmar and Glenn Gebhardt at the email addresses set forth above; and

D.6. You have received confirmation (by email or other writing) from Susan Dell'Osso and Stephen Salvatore or Glenn Gebhardt to record the Recordation Documents and complete the Transaction.

JOINT ESCROW INSTRUCTIONS RECORDATION OF FINAL MAPS (RIVER ISLANDS AT LATHROP)

E. Closing Process and Priorities

When you have fully satisfied all of the closing requirements set forth in Section D, then you are authorized and instructed to do the following in the chronological order given:

- E.1. Date the Recordation Documents to be recorded;
- E.2. Record the Final Map and the Recordation Documents in the Official Records;
- E.3. Pay the costs associated with the Transaction;
- E.4. Refund any funds delivered to you by RIS2A that are not disbursed at the time of the final Closing pursuant to these Escrow Instructions to the following entity and address:

River Islands Stage 2A, LLC
73 W. Stewart Road
Lathrop, CA 95330
Attn: Susan Dell'Osso

E.5. Notify Susan Dell'Osso, Debbie Belmar, Stephen Salvatore, Glenn Gebhardt and Jose Molina (JMolina@sjgov.org) of the completion of the Transaction;

E.6. Within five (5) business days after each Recordation Date, deliver by overnight delivery via recognized, national, overnight delivery carrier to: (1) Susan Dell'Osso, River Islands Stage 2A, LLC, 73 W. Stewart Road, Lathrop, CA 95330; and (2) Mr. Salvador Navarrete, City Attorney, City of Lathrop, 390 Towne Centre Drive, Lathrop, CA 95330:

(A) a certified copy of the Recordation Documents, showing all recording information of the Recordation Documents; and

(B) a certified copy of the final Settlement Statement.

F. Additional Instructions

When assembling the final documents, signature pages from all parties shall be inserted into each respective final document in creating fully executed counterparts.

Please acknowledge receipt of these instructions and your agreement to act as Escrow agent in connection with this Transaction in accordance with these Escrow Instructions, by executing and dating a copy of these Escrow Instructions where indicated below, initialing all pages and returning it to both of the undersigned.

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAPS
(RIVER ISLANDS AT LATHROP)**

The Escrow Instructions may be modified only in a writing signed by both of the undersigned.

Very truly yours,

Stephen J. Salvatore
City Manager
City of Lathrop

Susan Dell'Osso
President
River Islands Stage 2A, LLC

**ESCROW INSTRUCTIONS
ACKNOWLEDGEMENT AND AGREEMENT:**

Receipt of the foregoing Escrow Instructions from RIS2A and the City is hereby acknowledged. The undersigned agrees, for itself, and on behalf of ORTC, to proceed in strict accordance with these Escrow Instructions. The undersigned represents and warrants to RIS2A and the City that the undersigned is authorized to execute this Acknowledgement and Agreement, for itself, and on behalf of ORTC.

Old Republic Title Company

By: _____
Its: _____
Date: _____

**RECORDING REQUESTED BY AND
AFTER RECORDATION RETURN TO:**

City Clerk
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Recorded for the benefit of the City of Lathrop
pursuant to Government Code Section 27383

THIRTEENTH AMENDMENT TO NOTICE OF SPECIAL TAX LIEN

City of Lathrop
Community Facilities District No. 2013-1
(River Islands Public Services and Facilities)
Annexation No. 13

Pursuant to the requirements of Section 3117.5 of the Streets and Highways Code of California and the Mello-Roos Community Facilities Act of 1982, as amended, Section 53311, *et seq.*, of the California Government Code (the "Act"), the undersigned City Clerk of the City of Lathrop (the "City"), County of San Joaquin, State of California, hereby gives notice that a lien to secure payment of a special tax is hereby imposed by the City Council of the City on the property described in Exhibit A hereto. The special tax secured by this lien is authorized to be levied for the purpose of paying principal and interest on bonds, the proceeds of which are being used to finance the acquisition and construction of all or a portion of the public facilities authorized to be funded by the City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities) (the "CFD"), and to pay costs of the public services and facilities authorized to be funded by the CFD, both as described in Exhibit A to the Notice of Special Tax Lien heretofore recorded in the Office of the County Recorder for the County of San Joaquin, State of California (the "County Recorder") on November 18, 2013 as Document No. 2013-143754 (the "Original Notice"), and said special tax is to be levied according to the Rate and Method of Apportionment of Special Tax set forth in Exhibit B to the Notice of Special Tax Lien, to which recorded Notice of Special Tax Lien reference is hereby made and the provisions of which are hereby incorporated herein in full by this reference. An Amended Notice of Special Tax Lien reflecting the Amended Rate and Method of Apportionment of Special Tax was subsequently recorded at the County Recorder on October 23, 2015 as Document No. 2015-127760 (the "Amended Notice").

This Thirteenth Amendment to Notice of Special Tax Lien amends the Notice of Special Tax Lien to add to the territory within the City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities) certain real property identified in Exhibit A hereto (the "Property") and shown within the future annexation area on the boundary map of the community facilities district recorded on June 1, 2013, in Book 6 of Maps of Assessment and Community Facilities Districts at Page 42 (Document No. 2013-136637), in the Office of the

County Recorder, which map is the final boundary map of the community facilities district. The Property is being annexed into Tax Zone 1 of the community facilities district, as described in the Amended and Restated Rate and Method of Apportionment of Special Tax attached as Exhibit A to the Amended Notice, with the maximum special tax rates identified in Exhibit B hereto.

The assessor's tax parcel(s) numbers of all parcels or any portion thereof which are included in this Thirteenth Amendment to Notice of Special Tax Lien, together with the name(s) of the owner(s) thereof, as they appear on the latest secured assessment roll as of the date of recording hereof or as are otherwise known to the Authority are as set forth in Exhibit A hereto which is by this reference made a part hereof.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property or interests therein subject to the special tax lien, interested persons should contact the Finance Director, City of Lathrop, 390 Towne Centre Drive, Lathrop, California 95330; Telephone: (209) 941-7327.

Dated: _____, 2020.

By: _____
City Clerk,
City of Lathrop

EXHIBIT A

CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES)
ANNEXATION NO. 13
ASSESSOR'S PARCEL NUMBER(S) AND OWNER(S) OF LAND
WITHIN ANNEXATION NO. 13 TO CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES)

Name(s) of Property Owner(s)	San Joaquin County Assessor's Parcel No.
RIVER ISLANDS STAGE 2A, LLC 73 W. STEWART RD., LATHROP, CA 95330	210-400-14, 210-400-17

EXHIBIT B
CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES)
ANNEXATION NO. 13

MAXIMUM SERVICES SPECIAL TAX FOR ZONE 1 OF THE CFD

The table below identifies the Maximum Services Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event:

Type of Property	Lot Size	Maximum Services Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2013-14)*	Maximum Services Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2013-14)*
<u>Residential Property:</u>			
Single Family Detached Property	Greater than 7,000 SqFt	\$328.74 per SFD Lot	\$155.91 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$265.42 per SFD Lot	\$125.88 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$243.51 per SFD Lot	\$115.49 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$206.98 per SFD Lot	\$98.16 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	\$192.37 per SFD Lot	\$91.23 per SFD Lot
Single Family Attached Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Multi-Family Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

** On July 1, 2014, and on each July 1 thereafter, all figures shown in the table above shall be increased by the Escalation Factor.*

MAXIMUM FACILITIES SPECIAL TAX FOR ZONE 1 OF THE CFD

The table below identifies the Maximum Facilities Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event:

Type of Property	Lot Size	Maximum Facilities Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2013-14)*	Maximum Facilities Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2013-14)*
Residential Property:			
Single Family Detached Property	Greater than 7,000 SqFt	\$0.00 per SFD Lot	\$172.83 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$0.00 per SFD Lot	\$139.54 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$0.00 per SFD Lot	\$128.02 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$0.00 per SFD Lot	\$108.82 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	\$0.00 per SFD Lot	\$101.14 per SFD Lot
Single Family Attached Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Multi-Family Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

** On July 1, 2014, and on each July 1 thereafter until the first Fiscal Year after the Trigger Event, all figures shown in the table above shall be increased by the Escalation Factor. On July 1 of the first Fiscal Year after the Trigger Event, and on each July 1 thereafter, the Maximum Facilities Special Taxes shall increase by two percent (2%) of the amount in effect in the prior Fiscal Year.*

**UNANIMOUS APPROVAL
of Annexation to a Community Facilities District
and Related Matters**

**CITY OF LATHROP
Community Facilities District No. 2013-1
(River Islands Public Services and Facilities)**

To the Honorable City Council,
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Members of the City Council:

This constitutes the Unanimous Approval (the "Unanimous Approval") of River Islands Stage 2A, LLC, the record owner(s) (the "Property Owner") of the fee title to the real property identified below (the "Property") contemplated by Section 53339.3 et seq. of the Mello-Roos Community Facilities Act of 1982, as amended (the "Act") to annexation of the Property to the "City of Lathrop, Community Facilities District No. 2013-1 (River Islands Public Services and Facilities)" (the "CFD"), and it states as follows:

1. Property Owner. This Unanimous Approval is submitted by the Property Owner as the record owner(s) of fee title to the Property. The Property Owner has supplied to the City current evidence of its ownership of fee title to the Property.

2. Approval of Annexation. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the annexation of the Property to the CFD. The CFD was formed to finance the municipal services and facilities (the "Services and Facilities") described in Exhibit A hereto and made a part hereof.

3. Approval of Special Tax and the Facilities and Services. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the levy of special taxes (the "Special Taxes") on the Property to finance the Services and Facilities, according to the Amended Rate and Method of Apportionment of Special Taxes for the CFD attached hereto as Exhibit B and made a part hereof (the "Rate and Method"). Exhibit B includes the cost estimate for the Facilities and Services. The Property is being annexed into Tax Zone I of the CFD with the maximum special tax rates identified in Exhibit C hereto. The City will create a special account into which the Special Taxes will be deposited, when collected. The City will prepare the annual report required by Government Code Section 50075.3.

4. Approval of the Appropriations Limit. This Unanimous Approval constitutes the unanimous approval and unanimous vote by the Property Owner in favor of the appropriations limit established for the CFD.

5. Waivers and Vote. The Property Owner hereby confirms that this Unanimous Approval constitutes its approval and unanimous vote as described herein and as contemplated by Section 53339.3 et seq. of the Act and Article XIII A of the California Constitution. The Property Owner hereby waives all other rights with respect to the annexation of the Property, the levy of the Special Taxes on the Property and the other matters covered in this Unanimous Approval.

6. Recordation of Amendment to Notice of Special Tax Lien. The Notice of Special Tax Lien for the CFD was recorded in the Office of the County Recorder of the County of San Joaquin, State of California on November 18, 2013, as Document No. 2013-143754 in the Office of the County Recorder of the County of San Joaquin, and amended as referred to in the Amended Notice of Special Tax Lien recorded on October 23, 2015 as Document No. 2015-127760. The Property Owner hereby authorizes and directs the City Clerk to execute and cause to be recorded in the office of the County Recorder of the County of San Joaquin an amendment to the Notice of Special Tax Lien for the CFD as required by Section 3117.5 of the California Streets and Highways Code. The amendment to the Notice of Special Tax Lien shall include the Rate and Method as an exhibit thereto.

7. Authority Warranted. The Property Owner warrants to the City that the presentation of this Unanimous Approval, any votes, consents or waivers contained herein, and other actions mandated by the City for the annexation of the Property to the CFD shall not constitute or be construed as events of default or delinquencies under any existing or proposed financing documents entered into or to be entered into by the Property Owner for the Property, including any “due-on-encumbrance” clauses under any existing security instruments secured by the Property.

8. Due Diligence and Disclosures. The Property Owner agrees to cooperate with the City and its attorneys and consultants and to provide all information and disclosures required by the City about the Special Taxes to purchasers of the Property or any part of it.

9. Agreements. The Property Owner further agrees to execute such additional or supplemental agreements as may be required by the City to provide for any of the actions and conditions described in this Unanimous Approval, including any cash deposit required to pay for the City’s costs in annexing the Property to the CFD.

10. The Property. The Property is identified as follows:

Assessor’s Parcel No. 210-400-14, 210-400-17

Property Address: N/A

By executing this Unanimous Approval, the Property Owner agrees to all of the above.

Tax Zone #: 1

Property Owner

RIVER ISLANDS STAGE 2A, LLC
a Delaware limited liability company

By: _____
Name: Susan Dell'Osso
Title: President

Notice Address:

River Islands Stage 2A, LLC
73 W. Stewart Rd.,
Lathrop, CA 95330

(Attach acknowledgment)

EXHIBIT A

**CITY OF LATHROP
Community Facilities District No. 2013-1
(River Islands Public Services and Facilities)**

DESCRIPTION OF AUTHORIZED SERVICES AND FACILITIES

Services

The services to be funded, in whole or in part, by the community facilities district (CFD) include all direct and incidental costs related to providing public services and maintenance of public infrastructure within the River Islands area including the area initially included in the CFD, as well as any future annexation area of the CFD and areas adjacent to the foregoing. More specifically, the services shall include, but not be limited to: (i) police protection services, including City contracts with the San Joaquin Sheriff's Office or other police services providers, or costs of a City police department if and when one is established, (ii) maintenance of open space, including trails and habitat areas, with services to include, but not be limited to, irrigation and vegetation control; (iii) maintenance of roads and roadways, with services to include, but not be limited to, regularly scheduled street sweeping, repair of public streets, striping of streets and repair and repainting of sound walls and other appurtenances; (iv) storm protection services, including, but not limited to, the operation and maintenance of storm drainage systems, (v) landscaping in public areas and in the public right of way along public streets, including, but not limited to, irrigation, tree trimming and vegetation maintenance and control; and (vi) any other public services authorized to be funded under Section 53313 of the California Government Code that are not already funded by another community facilities district on the property within the CFD.

The CFD may fund any of the following related to the services described in the preceding paragraph: obtaining, constructing, furnishing, operating and maintaining equipment, apparatus or facilities related to providing the services and/or equipment, apparatus, facilities or fixtures in areas to be maintained, paying the salaries and benefits of personnel necessary or convenient to provide the services, payment of insurance costs and other related expenses and the provision of reserves for repairs and replacements and for the future provision of services. The services to be financed by the CFD are in addition to those provided in the territory of the CFD before the date of formation of the CFD and will not supplant services already available within that territory when the District is created.

Facilities

The CFD may also fund all or any portion of the costs of the following facilities to be located within or in the vicinity of the CFD:

Roadway and related improvements, including, but not limited to, construction of the roadways currently identified on Vesting Tentative Map No. 3694 as Stewart Road, Golden Valley Parkway, South River Islands Parkway, North River Islands Parkway, Broad Street, Commercial Street, J8 Street, B5 Street, B6 Street and CI Street, as well as other backbone and

arterial streets, including, but not limited to, grading, fill, pavement section, curb gutter and sidewalk, joint trench, water, sewer, reclaimed water, storm drainage, and other utility improvements necessary for, or incidental to, road construction. Roadway improvements may also include landscaping, street lights and signage, and traffic signals and striping.

Bradshaw's Crossing Bridge improvements, including, but not limited to, design, construction, utility connections, mitigation payments, right-of-way acquisition, and other improvements required for, or incidental to, construction of the bridge.

Water infrastructure, including, but not limited to, tanks, pump stations, distribution lines, and other improvements necessary for, or incidental to, the delivery of potable or reclaimed water.

Sewer infrastructure, including, but not limited to, treatment facilities, sanitary sewer collection lines and force mains, effluent holding and storage, pump stations, lift stations, and other improvements necessary for, or incidental to, the delivery of sanitary sewer service.

Public landscaping and recreational features along rivers, lakes, within parks, and along and including pathways.

Offsite public infrastructure, including, but not limited to, the extension of sanitary sewer lines and payment of license fees (e.g., to Caltrans or UPRR) and any other incidental fees or exactions.

The facilities authorized to be funded by the CFD shall include the costs of design, engineering, surveys, reports, environmental mitigation, soils testing, permits, plan check, inspection fees, impact fees, insurance, construction management, and any other costs or appurtenances related to any of the foregoing.

Administrative Expenses

The administrative expenses to be funded by the CFD include the direct and indirect expenses incurred by the City of Lathrop (City) in carrying out its duties with respect to the CFD including, but not limited to, the levy and collection of the special taxes, the fees and expenses of attorneys, any fees of the County of San Joaquin related to the CFD or the collection of special taxes, an allocable share of the salaries of any City staff directly related thereto and a proportionate amount of the City's general administrative overhead related thereto, any amounts paid by the City from its general fund with respect to the CFD or the services authorized to be financed by the CFD, and expenses incurred by the City in undertaking action to foreclose on properties for which the payment of special taxes is delinquent, and all other costs and expenses of the City in any way related to the CFD.

Other

The incidental expenses that may be funded by the CFD include, in addition to the administrative expenses identified above, the payment or reimbursement to the CFD of all costs associated with the establishment and ongoing administration of the CFD.

EXHIBIT B

**CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES)**

AMENDED RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

Special Taxes applicable to each Assessor's Parcel in the City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities) shall be levied and collected according to the tax liability determined by the City or its designee, through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in the CFD, unless exempted by law or by the provisions of Section F below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD unless a separate rate and method of apportionment of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

“Accessory Unit” means a second residential unit of limited size (e.g., granny cottage, second unit) that shares a Parcel with a single-family detached unit.

“Act” means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, (commencing with Section 53311), Division 2 of Title 5 of the California Government Code.

“Administrative Expenses” means any or all of the following: expenses of the City in carrying out its duties with respect to the CFD, including, but not limited to, the levy and collection of Special Taxes, the fees and expenses of its legal counsel, costs related to annexing property into the CFD, charges levied by the County in connection with the levy and collection of Special Taxes, costs related to property owner inquiries regarding the Special Taxes, costs associated with appeals or requests for interpretation associated with the Special Taxes and this Amended RMA, costs associated with foreclosure and collection of delinquent Special Taxes and all other costs and expenses of the City and County in any way related to the establishment or administration of the CFD.

“Administrator” means the person or firm designated by the City to administer the Special Taxes according to this Amended RMA.

“Amended RMA” means this Amended Rate and Method of Apportionment of Special Tax.

“Assessor's Parcel” or “Parcel” means a lot or parcel shown on a County Assessor's Parcel map with an assigned County Assessor's Parcel number.

“Authorized Facilities” means the public facilities authorized to be financed, in whole or in part, by Facilities Special Taxes collected within the CFD, pursuant to the documents adopted by the City Council at CFD Formation.

“Authorized Services” means those services that are authorized to be funded by Services Special Taxes collected within the CFD, pursuant to the documents adopted by the City Council at CFD Formation.

“CFD” means the City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities).

“CFD Formation” means the date on which the Resolution of Formation to form CFD No. 2013-1 was adopted by the City Council.

“City” means the City of Lathrop.

“City Council” means the City Council of the City of Lathrop.

“County” means the County of San Joaquin.

“Developed Property” means, in any Fiscal Year, the following:

- for Single Family Detached Property, all Parcels of Taxable Property for which a Final Map was recorded on or prior to June 30 of the preceding Fiscal Year
- for Multi-Family Property and Single Family Attached Property, all Parcels of Taxable Property for which a building permit for new construction of a residential structure was issued on or prior to June 30 of the preceding Fiscal Year
- for Non-Residential Property, all Parcels of Taxable Property for which a building permit for new construction of a structure was issued on or prior to June 30 of the preceding Fiscal Year.

“Development Agreement” means the 2003 Amended and Restated Development Agreement dated February 4, 2003 and recorded on March 31, 2003 in the San Joaquin County Recorder’s Office as Document No. 2003-069319, as has been amended and as may be amended in the future.

“Escalation Factor” means, in any Fiscal Year, the lesser of (i) the increase from the prior Fiscal Year, if any, in the Local Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose Area for All Urban Consumers, or (ii) four percent (4%). The CPI used shall be as determined by the Bureau of Labor Statistics from April to April beginning with the period from April 2013 to April 2014.

“Facilities Special Tax” means a special tax levied in any Fiscal Year after the Trigger Event has taken place to pay the Facilities Special Tax Requirement.

“Facilities Special Tax Requirement” means the amount necessary in any Fiscal Year after the Trigger Event to pay the costs of Authorized Facilities to be funded directly from Facilities Special Tax proceeds.

“Final Map” means a final map, or portion thereof, approved by the City and recorded by the County pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq) that creates SFD Lots. The term “Final Map” shall not include any large lot subdivision map, Assessor’s Parcel Map, or subdivision map or portion thereof, that does not create SFD Lots, including Assessor’s Parcels that are designated as remainder parcels.

“Fiscal Review Process” means the River Islands Annual Fiscal Review Process, which is required pursuant to the Development Agreement, and which process is described in detail in Exhibit B of the Development Agreement.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Maximum Facilities Special Tax” means the greatest amount of Facilities Special Tax that can be levied on a Parcel in any Fiscal Year after the Trigger Event, as determined in accordance with Section C.2 below.

“Maximum Services Special Tax” means the greatest amount of Services Special Tax that can be levied on a Parcel in any Fiscal Year, as determined in accordance with Section C.1 below.

“Maximum Special Taxes” means, collectively, the Maximum Facilities Special Tax and the Maximum Services Special Tax that can be levied on a Parcel in any Fiscal Year.

“Multi-Family Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit or use permit has been issued or is expected to be issued for construction of a residential structure with five or more Units that share a single Assessor’s Parcel number, are offered for rent to the general public, and cannot be purchased by individual homebuyers.

“Non-Residential Property” means all Assessor’s Parcels of Taxable Property for which a building permit was or is expected to be issued for an office, commercial, retail, industrial or mixed-use building, as determined by the City.

“Non-Residential Square Footage” means the net leasable square footage used by or designated for non-residential uses within a building as reflected on the condominium plan, site plan, building permit for new construction, or other such document. If a structure on a Parcel of Non-Residential Property includes Units, such Units shall be categorized and taxed as Residential Property, and the square footage of such Units shall not be counted as Non-Residential Square Footage for purposes of determining the Maximum Special Taxes pursuant to Section C below.

“Proportionately” means that the ratio of the actual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor’s Parcels of Developed Property.

“Public Property” means any property within the boundaries of the CFD that is owned by or irrevocably offered for dedication to the federal government, State of California, County, City, or other local governments or public agencies.

“Residential Property” means, collectively, Single Family Detached Property, Single Family Attached Property, and Multi-Family Property. If a building includes both Units and Non-Residential Square Footage, the Units within the building shall be categorized as Residential Property for purposes of this Amended RMA.

“Services Special Tax” means a special tax levied in any Fiscal Year to pay the Services Special Tax Requirement.

“Services Special Tax Requirement” means the amount of revenue needed in any Fiscal Year to pay for: (i) Authorized Services, (ii) Administrative Expenses, and (iii) amounts needed to cure any delinquencies in the payment of Services Special Taxes which have occurred or (based on delinquency rates in prior years) may be expected to occur in the Fiscal Year in which the tax will be collected. In any Fiscal Year, the Services Special Tax Requirement shall be reduced by surplus amounts available (as determined by the City) from the levy of the Services Special Tax in prior Fiscal Years, including revenues from the collection of delinquent Services Special Taxes and associated penalties and interest.

“SFD Lot” means an individual residential lot, identified and numbered on a recorded Final Map, on which a building permit was or is permitted to be issued for construction of a single family detached unit without further subdivision of the lot and for which no further subdivision of the lot is anticipated pursuant to an approved tentative map.

“Single Family Attached Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a residential structure consisting of two or more Units that share common walls, have separate Assessor’s Parcel numbers assigned to them (except for a duplex unit, which may share an Assessor’s Parcel with another duplex unit), and may be purchased by individual homebuyers (which shall still be the case even if the Units are purchased and subsequently offered for rent by the owner of the unit), including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 1351.

“Single Family Detached Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a Unit that does not share a common wall with another Unit. An Accessory Unit that shares a Parcel with a single-family detached unit shall not be considered a separate Unit for purposes of this Amended RMA.

“Special Taxes” means, collectively, the Facilities Special Tax and the Services Special Tax.

“Taxable Property” means all of the Assessor’s Parcels within the boundaries of the CFD which are not exempt from the Special Taxes pursuant to law or Section F below.

“Tax Zone” means a mutually exclusive geographic area within which Special Taxes may be levied pursuant to this Amended RMA. *All of the property within CFD No. 2013-1 at the time of CFD Formation is within Tax Zone 1.* Additional Tax Zones may be created when property

is annexed to the CFD, and separate Maximum Special Taxes shall be identified for property within the new Tax Zone at the time of such annexation. The Assessor's Parcels included within a new Tax Zone established when such Parcels are annexed to the CFD shall be identified by Assessor's Parcel number in the Unanimous Approval Form that is signed by the owner(s) of the Parcels at the time of annexation.

“Unanimous Approval Form” means that form executed by the record owner of fee title to a Parcel or Parcels annexed into the CFD that constitutes the property owner's approval and unanimous vote in favor of annexing into the CFD and the levy of Special Taxes against his/her Parcel or Parcels pursuant to this Amended RMA.

“Trigger Event” will be deemed to have occurred in any Fiscal Year if, on or before June 30 of the prior Fiscal Year, the City has made a finding that, for the third year in a row, the Fiscal Review Process has demonstrated that fiscal surpluses will be generated to the City's general fund from development within the River Islands Master Plan area, and, as part of the Fiscal Review Process in each of the prior three years, the Services Special Tax revenue factored into the fiscal analysis was based on the Services Special Tax being levied at only 47.43% of the Maximum Services Special Tax that could have been levied in each of those three years. Once the Trigger Event has occurred, the reduced Services Special Taxes and the Facilities Special Taxes determined pursuant to Sections C.1 and C.2 shall be the applicable Maximum Special Taxes in all future Fiscal Years regardless of the results of future Fiscal Review Processes.

“Unit” means a single family detached unit or an individual unit within a duplex, triplex, halfplex, fourplex, condominium, townhome, live/work, or apartment structure.

B. DATA FOR ADMINISTRATION OF SPECIAL TAXES

On or about July 1 of each Fiscal Year, the Administrator shall identify the current Assessor's Parcel numbers for all Parcels of Developed Property within the CFD. The Administrator shall also determine: (i) within which Tax Zone each Parcel is located; (ii) which Parcels of Developed Property are Residential Property and Non-Residential Property; (iii) the Non-Residential Square Footage of buildings on each Parcel of Non-Residential Property; (iv) for Single Family Detached Property, the square footage of each SFD Lot, (v) by reference to the condominium plan, site plan, or other document, the number of Units on each Parcel of Single Family Attached Property and Multi-Family Property; (vi) whether the Trigger Event has occurred; and (vii) the Services Special Tax Requirement and, if the Trigger Event has occurred, the Facilities Special Tax Requirement for the Fiscal Year. To determine the square footage of each Parcel of Single Family Detached Property, the Administrator shall reference Assessor's Parcel Maps or, if the square footage is not yet designated on such maps, the small lot subdivision map recorded to create the individual lots.

In any Fiscal Year, if it is determined that: (i) a parcel map for property in the CFD was recorded after January 1 of the prior Fiscal Year (or any other date after which the Assessor will not incorporate the newly-created parcels into the then current tax roll), (ii) because of the date the parcel map was recorded, the Assessor does not yet recognize the new parcels created by the parcel map, and (iii) a building permit was issued on or prior to June 30 of the prior Fiscal Year for development on one or more of the newly-created parcels, the Administrator shall calculate the

Special Taxes for Units and/or Non-Residential Square Footage within the subdivided area and levy such Special Taxes on the master Parcel that was subdivided by recordation of the parcel map.

C. MAXIMUM SPECIAL TAXES

1. Services Special Tax, Tax Zone 1

Table 1 below identifies the Maximum Services Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event; a different Maximum Services Special Tax may be identified for property that annexes into the CFD and is part of a separate Tax Zone.

TABLE 1
Maximum Services Special Tax
Tax Zone 1

<i>Type of Property</i>	<i>Lot Size</i>	<i>Maximum Services Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2013-14)*</i>	<i>Maximum Services Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2013-14)*</i>
<u>Residential Property:</u>			
Single Family Detached Property	Greater than 7,000 SqFt	\$328.74 per SFD Lot	\$155.91 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$265.42 per SFD Lot	\$125.88 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$243.51 per SFD Lot	\$115.49 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$206.98 per SFD Lot	\$ 98.16 per SFD Lot
Single Family Detached Property	Less than 4,000 SqFt	\$192.37 per SFD Lot	\$ 91.23 per SFD Lot
Single Family Attached Property	Not Applicable	\$ 0.00 per Unit	\$ 0.00 per Unit
Multi-Family Property	Not Applicable	\$ 0.00 per Unit	\$ 0.00 per Unit
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

** On July 1, 2014 and on each July 1 thereafter, all figures shown in Table 1 above shall be increased by the Escalation Factor.*

2. *Facilities Special Tax, Tax Zone 1*

Table 2 below identifies the Maximum Facilities Special Tax for Developed Property within Tax Zone 1 both before and after the Trigger Event; a different Maximum Facilities Special Tax may be identified for property that annexes into the CFD and is part of a separate Tax Zone.

TABLE 2
Maximum Facilities Special Tax
Tax Zone 1

<i>Type of Property</i>	<i>Lot Size</i>	<i>Maximum Facilities Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2013-14)*</i>	<i>Maximum Facilities Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2013-14)*</i>
<u>Residential Property:</u>			
Single Family Detached Property	Greater than 7,000 SqFt	\$ 0.00 per SFD Lot	\$172.83 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$ 0.00 per SFD Lot	\$139.54 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$ 0.00 per SFD Lot	\$128.02 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$ 0.00 per SFD Lot	\$108.82 per SFD Lot
Single Family Detached Property	Less than 4,000 SqFt	\$ 0.00 per SFD Lot	\$101.14 per SFD Lot
Single Family Attached Property	Not Applicable	\$ 0.00 per Unit	\$ 0.00 per Unit
Multi-Family Property	Not Applicable	\$ 0.00 per Unit	\$ 0.00 per Unit
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

*** On July 1, 2014 and on each July 1 thereafter until the first Fiscal Year after the Trigger Event, all figures shown in Table 2 above shall be increased by the Escalation Factor. On July 1 of the first Fiscal Year after the Trigger Event, and on each July 1 thereafter, the Maximum Facilities Special Taxes shall increase by two percent (2%) of the amount in effect in the prior Fiscal Year.**

3. *Maximum Special Taxes for Mixed-Use Buildings*

If, in any Fiscal Year, the Administrator determines that a Parcel of Developed Property is built or proposed to be built with both Units and Non-Residential Square Footage, the Maximum Special Tax for the Parcel shall be the sum of (i) the aggregate Maximum Special Taxes for all Units on the Parcel, and (ii) the Maximum Special Taxes determined for all of the Non-Residential Square Footage on the Parcel.

D. METHOD OF LEVY OF THE SPECIAL TAXES

1. Services Special Tax

Each Fiscal Year, the Administrator shall determine the Services Special Tax Requirement for the Fiscal Year, and the Services Special Tax shall be levied on each Parcel of Developed Property within the CFD in the amount of either (i) the Maximum Services Special Tax, or (ii) the Proportionately determined percentage of the Maximum Services Special Tax required to generate the Services Special Tax Requirement, whichever is less.

2. Facilities Special Tax

Each Fiscal Year after the Trigger Event, the Administrator shall determine the Facilities Special Tax Requirement for the Fiscal Year, and the Facilities Special Tax shall be levied on each Parcel of Developed Property within the CFD in the amount of either (i) the Maximum Facilities Special Tax, or (ii) the Proportionately determined percentage of the Maximum Facilities Special Tax required to generate the Facilities Special Tax Requirement, whichever is less.

E. MANNER OF COLLECTION OF SPECIAL TAXES

The Special Taxes shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that the City may directly bill, collect at a different time or in a different manner, and/or collect delinquent Special Taxes through foreclosure or other available methods.

The Facilities Special Tax shall be levied for thirty (30) Fiscal Years, beginning the first Fiscal Year after the Trigger Event has taken place. Under no circumstances may the Facilities Special Tax on a Parcel in residential use be increased in any Fiscal Year as a consequence of delinquency or default in payment of the Facilities Special Tax levied on another Parcel or Parcels by more than ten percent (10%) above the amount that would have been levied in that fiscal year had there never been any such delinquencies or defaults. The Services Special Tax may be levied and collected in perpetuity.

F. EXEMPTIONS

No Special Taxes shall be levied on Public Property or any other Parcels in the CFD that are not Residential Property or Non-Residential Property, as defined herein.

G. INTERPRETATION OF SPECIAL TAX FORMULA

The City may interpret, clarify, and/or revise this Amended RMA to correct any inconsistency, vagueness or ambiguity as it relates to the Special Tax rate, the method of apportionment, the classification of properties or any definition applicable to the CFD, by resolution or ordinance. The City, upon the request of an owner of land within the CFD which is not Developed Property, may also amend this Amended RMA in any manner acceptable to the City, by resolution or

ordinance following a public hearing, upon the affirmative vote of such owner to such amendment and without the vote of owners of any other land within the CFD, provided such amendment only affects such owner's land.

EXHIBIT C
CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES)
ANNEXATION NO. 13

MAXIMUM SERVICES SPECIAL TAX FOR ZONE 1 OF THE CFD

The table below identifies the Maximum Services Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event:

Type of Property	Lot Size	Maximum Services Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2013-14)*	Maximum Services Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2013-14)*
<u>Residential Property:</u>			
Single Family Detached Property	Greater than 7,000 SqFt	\$328.74 per SFD Lot	\$155.91 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$265.42 per SFD Lot	\$125.88 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$243.51 per SFD Lot	\$115.49 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$206.98 per SFD Lot	\$98.16 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	\$192.37 per SFD Lot	\$91.23 per SFD Lot
Single Family Attached Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Multi-Family Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

** On July 1, 2014, and on each July 1 thereafter, all figures shown in the table above shall be increased by the Escalation Factor.*

MAXIMUM FACILITIES SPECIAL TAX FOR ZONE 1 OF THE CFD

The table below identifies the Maximum Facilities Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event:

Type of Property	Lot Size	Maximum Facilities Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2013-14)*	Maximum Facilities Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2013-14)*
Residential Property:			
Single Family Detached Property	Greater than 7,000 SqFt	\$0.00 per SFD Lot	\$172.83 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$0.00 per SFD Lot	\$139.54 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$0.00 per SFD Lot	\$128.02 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$0.00 per SFD Lot	\$108.82 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	\$0.00 per SFD Lot	\$101.14 per SFD Lot
Single Family Attached Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Multi-Family Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

** On July 1, 2014, and on each July 1 thereafter until the first Fiscal Year after the Trigger Event, all figures shown in the table above shall be increased by the Escalation Factor. On July 1 of the first Fiscal Year after the Trigger Event, and on each July 1 thereafter, the Maximum Facilities Special Taxes shall increase by two percent (2%) of the amount in effect in the prior Fiscal Year.*

**RECORDING REQUESTED BY AND
AFTER RECORDATION RETURN TO:**

Secretary
Island Reclamation District No. 2062
73 West Stewart Road
Lathrop, CA 95330

Recorded for the benefit of Island
Reclamation District No. 2062 pursuant
to Government Code Section 27383

TWELFTH AMENDMENT TO NOTICE OF SPECIAL TAX LIEN

Island Reclamation District No. 2062
Community Facilities District No. 2013-1
(Levee and Lake Maintenance Services)
Annexation No. 12

Pursuant to the requirements of Section 3117.5 of the Streets and Highways Code of California and the Mello-Roos Community Facilities Act of 1982, as amended, Section 53311, *et. seq.*, of the California Government Code (the "Act"), the undersigned Secretary of Island Reclamation District No. 2062 (the "IRD 2062"), County of San Joaquin, State of California, hereby gives notice that a lien to secure payment of a special tax is hereby imposed by the Board of Trustees of IRD 2062 on the property described in Exhibit A hereto. The special tax secured by this lien is authorized to be levied for the purpose of paying the costs of services described in Exhibit A to the Notice of Special Tax Lien heretofore recorded in the Office of the County Recorder for the County of San Joaquin, State of California (the "County Recorder") on October 3, 2013 as Document No. 2013-126695 (the "Original Notice"), and said special tax is to be levied according to the Amended and Restated Rate and Method of Apportionment of Special Tax set forth in that certain First Amendment to Notice of Special Tax Lien heretofore recorded in the Office of the County Recorder on September 10, 2014 as Document No. 2014-089987 (the "First Amendment"), to which recorded Notice of Special Tax Lien and recorded First Amendment to Notice of Special Tax Lien reference is hereby made and the provisions of which are hereby incorporated herein in full by this reference.

This Twelfth Amendment to Notice of Special Tax Lien amends the Notice of Special Tax Lien to add to the territory within Island Reclamation District No. 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance Services) certain real property identified in Exhibit A hereto (the "Property") and shown within the future annexation area on the boundary map of the community facilities district recorded on August 29, 2013, in Book 6 of Maps of Assessment and Community Facilities Districts at Page 41 (Document No. 2013-111318, in the Office of the County Recorder, which map is the final boundary map of the community facilities district. The Property is being annexed into Tax Zone 1 of the community facilities district, as described in the Amended and Restated Rate and Method of Apportionment of Special Tax

attached as Exhibit A to the First Amendment, with the maximum special tax rates identified in Exhibit B hereto.

The assessor's tax parcel(s) numbers of all parcels or any portion thereof which are included in this Twelfth Amendment to Notice of Special Tax Lien, together with the name(s) of the owner(s) thereof, as they appear on the latest secured assessment roll as of the date of recording hereof or as are otherwise known to IRD 2062 are as set forth in Exhibit A hereto which is by this reference made a part hereof.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property or interests therein subject to the special tax lien, interested persons should contact the Treasurer of Island Reclamation District No. 2062, 73 West Stewart Road, Lathrop, California 95330, telephone number (209) 879-7900.

Dated: _____, 2020.

By: _____
Susan Dell'Osso, President,
Island Reclamation District No. 2062

EXHIBIT A

ISLAND RECLAMATION DISTRICT NO. 2062
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(LEVEE AND LAKE MAINTENANCE SERVICES)
ANNEXATION NO. 12

ASSESSOR'S PARCEL NUMBER(S) AND OWNER(S) OF LAND WITHIN
ANNEXATION NO. 12 TO ISLAND RECLAMATION DISTRICT NO. 2062
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(LEVEE AND LAKE MAINTENANCE SERVICES)

Name(s) of Property Owner(s)	San Joaquin County Assessor's Parcel No.
RIVER ISLANDS STAGE 2A, LLC 73 W. STEWART RD., LATHROP, CA 95330	210-400-14, 210-400-17

EXHIBIT B

ISLAND RECLAMATION DISTRICT NO. 2062
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(LEVEE AND LAKE MAINTENANCE SERVICES)
ANNEXATION NO. 12

MAXIMUM SPECIAL TAXES FOR ZONE 1 OF THE CFD

The table below identifies the Maximum Special Tax for Taxable Property within Tax Zone 1 and all Parcels that annex into Tax Zone 1.

TAX ZONE 1
MAXIMUM SPECIAL TAXES

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2013-14 *</i>
Residential Property	\$81.00 per SFD Lot or Residential Unit
Non-Residential Property	\$640.00 per Acre
Mixed-Use Property	See Formula in RMA
Undeveloped Property	\$736.00 per Acre

* On July 1, 2014, and on each July 1 thereafter, the Maximum Special Taxes shown in Table 1 above shall be increased by the Escalation Factor.

CONSENT TO, AND BALLOT IN FAVOR OF, ANNEXATION OF REAL PROPERTY TO ISLAND RECLAMATION DISTRICT NO. 2062 COMMUNITY FACILITIES DISTRICT NO. 2013-1 (LEVEE AND LAKE MAINTENANCE SERVICES)

To: Board of Trustees of Island Reclamation
District No. 2062, in its capacity as the
legislative body for Island Reclamation
District No. 2062 Community Facilities
District No. 2013-1 (Levee and Lake
Maintenance Services)

The undersigned hereby states and certifies, under penalty of perjury, as follows:

1. The undersigned is the owner (the "Owner"), or the legally authorized representative of the Owner, of fee title to the real property identified by San Joaquin County Assessor's parcel number(s) listed below (the "Property"), and possesses all legal authority necessary to execute this consent to, and ballot in favor of (the "Consent and Ballot"), the annexation of the Property to Island Reclamation District No. 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance Services) (the "CFD").

2. The Owner understands that the Board of Trustees of Island Reclamation District No. 2062 (the "Board") has conducted proceeding pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Law") to form the CFD to finance various services (the "Services") described in Exhibit A hereto. The Owner also understands that the proceedings for the formation of the CFD authorized the Board to levy an annual special tax (the "Special Tax") on property in the CFD as specified in the Amended and Restated Rate and Method of Apportionment of Special Taxes (the "Rate and Method") for the CFD, a copy of which is attached hereto as Exhibit B, and authorized the annexation of property to the CFD, without additional public hearings, upon approval of the fee title owner of the property to be annexed as permitted by Section 53339.7(a) of the Law.

The Owner has been advised that a Notice of Special Tax Lien was recorded against the real property initially included within the boundaries of the CFD in the Office of the San Joaquin County Recorder (the "County Recorder") on October 3, 2013 as Document No. 2013-126695, and a First Amendment to Notice of Special Tax Lien was recorded against the real property initially included within the boundaries of the CFD in the Office of the County Recorder on September 10, 2014 as Document No. 2014-089987 (collectively, the "Notice of Special Tax Lien").

3. The Owner hereby irrevocably consents to, approves, and votes (for purposes of Article XIII A of the California Constitution) in favor of the annexation of the Property to Tax Zone 1 of the CFD (as such Tax Zone is described in the Notice of Special Tax Lien, and as the Maximum Special Tax rates for such Tax Zone 1 are set forth in Exhibit C hereto), and irrevocably consents to, approves and votes in favor of the annual levy of the Special Tax on the Property pursuant to the Rate and Method to finance the Services. The Owner acknowledges that the Secretary of Island Reclamation District No. 2062 will record, or cause to be recorded, against the Property in

the Office of the County Recorder an amendment to the Notice of Special Tax Lien as required by Section 3117.5 of the California Streets and Highways Code, which will impose a continuing lien on the Property to secure each levy of the Special Tax, and that under the Law said lien (a) will be coequal with the lien for ad valorem real property taxes levied by the County of San Joaquin on the Property, and (b) will be senior to any lien of any mortgage on the Property whether such mortgage lien was recorded prior to or after the recordation of the amendment to the Notice of Special Tax Lien.

4. The Owner hereby irrevocably waives any right the Owner may otherwise have to protest or challenge the validity of the proceedings of the Board to form the CFD and to authorize the annexation of any property (including the Property) to the CFD, and any necessity, requirement or right for further public hearings or any election pertaining to the annexation of the Property to the CFD or the levy of the Special Tax on the Property.

5. The Owner hereby agrees to provide written notice of the annexation of the Property to the CFD, and of the authority of the Board to levy the Special Tax on the Property pursuant to the Rate and Method, to any subsequent purchaser of the Property to the extent required by applicable law.

The Property subject to this Consent and Ballot, and to be annexed to the CFD, consist of the following San Joaquin County Assessor's Parcel(s):

210-400-14, 210-400-17

The full legal name of the fee title Owner of the Property is:

River Islands Stage 2A, LLC

The foregoing Consent and Ballot is hereby executed on _____, 2020, in Lathrop, California.

By: _____
(signature)

Susan Dell'Osso

(type name of person executing
Consent and Ballot)

Its: President
(insert legal capacity of person
executing Consent and Ballot)

EXHIBIT A

ISLAND RECLAMATION DISTRICT NO. 2062 COMMUNITY FACILITIES DISTRICT NO. 2013-1 (LEVEE AND LAKE MAINTENANCE SERVICES)

DESCRIPTION OF SERVICES ELIGIBLE TO BE FUNDED BY THE DISTRICT

Services:

The services to be funded, in whole or in part, by the community facilities district (the "District") include all direct and incidental costs related to providing for the maintenance of lakes and levees within the River Islands area including the area initially included in the District, as well as any future annexation area of the District and areas adjacent to the foregoing. More specifically, the services shall include, but not be limited to, the maintenance of: (i) levees in urban and rural areas, including but not limited to squirrel and rodent abatement, vegetation control and repairs and renovations; (ii) lakes and their storm drainage and recreational functions, including but not limited to maintenance of pumps, intake and outfall structures, aeration systems and vegetation along lake edge areas; and (iii) other public services authorized to be funded under Section 53313(e) of the California Government Code. The District may fund any of the following related to the services described in the preceding sentence: obtaining, constructing, furnishing, operating and maintaining equipment, apparatus or facilities related to providing the services and/or equipment, apparatus, facilities or fixtures in areas to be maintained, paying the salaries and benefits of personnel necessary or convenient to provide the services, payment of insurance costs and other related expenses and the provision of reserves for repairs and replacements and for the future provision of services.

The services to be financed by the District are in addition to those provided in the territory of the District before the date of creation of the District, and will not supplant services already available within that territory when the District is created.

Administrative Expenses:

The administrative expenses to be funded by the District include the direct and indirect expenses incurred by Island Reclamation District No. 2062 (the "RD") in carrying out its duties with respect to the District (including, but not limited to, the levy and collection of the special taxes) including the fees and expenses of attorneys, any fees of the County of San Joaquin related to the District or the collection of special taxes, an allocable share of the salaries of any RD staff directly related thereto and a proportionate amount of the RD's general administrative overhead related thereto, any amounts paid by the RD from its general fund with respect to the District or the services authorized to be financed by the District, and expenses incurred by the RD in undertaking action to foreclose on properties for which the payment of special taxes is delinquent, and all other costs and expenses of the RD in any way related to the District.

Other:

The incidental expenses that may be funded by the District include, in addition to the administrative expenses identified above, the payment or reimbursement to the RD of all costs associated with the establishment and administration of the District.

EXHIBIT B

ISLAND RECLAMATION DISTRICT 2062
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(LEVEE AND LAKE MAINTENANCE SERVICES)

AMENDED RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in the Island Reclamation District 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance Services) shall be levied and collected according to the tax liability determined by the Board of Trustees or its designee, through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in CFD No. 2013-1, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD unless a separate rate and method of apportion of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"**Accessory Unit**" means a second residential unit of limited size (e.g., granny cottage, second unit) that shares a Parcel with a single-family detached unit.

"**Acre**" or "**Acreage**" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map or other parcel map recorded with the County.

"**Act**" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, (commencing with Section 53311), Division 2 of Title 5 of the California Government Code.

"**Administrative Expenses**" means any or all of the following: the expenses of RD 2062 in carrying out its duties with respect to CFD No. 2013-1 including, but not limited to, levying and collecting the Special Tax, fees and expenses of legal counsel, charges levied by the County Auditor's Office, Tax Collector's Office, and/or Treasurer's Office, costs related to annexing property into the CFD, costs related to property owner inquiries regarding the Special Tax, and all other costs and expenses of RD 2062, Lathrop Irrigation District, and the River Islands Public Financing Authority in any way related to the establishment or administration of the CFD.

"**Administrator**" means the person or firm designated by RD 2062 to administer the Special Tax according to the Amended RMA.

"**Amended RMA**" means this Amended Rate and Method of Apportionment of Special Tax.

"**Assessor's Parcel**" or "**Parcel**" means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel number.

“Assessor’s Parcel Map” means an official map of the County Assessor designating parcels by Assessor’s Parcel number.

“Association Property” means any property within the CFD that is owned by a homeowners association or property owners association, excluding Association Property under the pad or footprint of a Residential Unit.

“Authorized Services” means the public services authorized to be funded by the CFD as set forth in the documents adopted by the Board when the CFD was formed.

“Board of Trustees” or **“Board”** means the Board of Trustees of RD 2062.

“CFD” or **“CFD No. 2013-1”** means the Island Reclamation District 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance Services).

“CFD Formation” means the date on which the Resolution of Formation to form CFD No. 2013-1 was adopted by the Board of Trustees.

“City” means the City of Lathrop.

“City Council” means the City Council of the City of Lathrop.

“County” means the County of San Joaquin.

“Developed Property” means, in any Fiscal Year, the following:

- for Single Family Detached Property, all Parcels of Taxable Property for which a Final Map was recorded on or prior to June 30 of the preceding Fiscal Year
- for Multi-Family Property and Single Family Attached Property, all Parcels of Taxable Property for which a building permit for new construction of a residential structure was issued on or prior to June 30 of the preceding Fiscal Year
- for Non-Residential Property, all Parcels of Taxable Property for which a building permit for new construction of a structure was issued on or prior to June 30 of the preceding Fiscal Year.

“Escalation Factor” means, in any Fiscal Year, the lesser of (i) the increase from the prior Fiscal Year, if any, in the Local Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose Area for All Urban Consumers, or (ii) four percent (4%). The CPI used shall be as determined by the Bureau of Labor Statistics from April to April beginning with the period from April 2013 to April 2014.

“Final Map” means a final map, or portion thereof, recorded by the County pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) that creates individual lots on which building permits for new construction may be issued without further subdivision

and for which no further subdivision is anticipated pursuant to a tentative map approved for the property or, if no tentative map has been approved, pursuant to a then current specific plan or other land use plan for the property.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Maximum Special Tax” means the greatest amount of Special Tax that can be levied in any Fiscal Year determined in accordance with Section C below.

“Multi-Family Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit or use permit has been issued for construction of a residential structure with five or more Units that share a single Assessor’s Parcel number, are offered for rent to the general public, and cannot be purchased by individual homebuyers.

“Non-Residential Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a structure that will be used for any non-residential purpose.

“Proportionately” means the following: (i) for Developed Property, the ratio of the actual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor’s Parcels of Developed Property; and (ii) for Undeveloped Property, the ratio of the actual Special Tax to the Maximum Special Tax is equal for all Assessor’s Parcels of Undeveloped Property.

“Public Property” means any property within the boundaries of CFD No. 2013-1 that is owned by or irrevocably offered for dedication to the federal government, State of California, County, City, or other local government or public agency.

“RD 2062” means Island Reclamation District 2062.

“Residential Property” means, in any Fiscal Year, collectively, Single Family Detached Property, Single Family Attached Property, and Multi-Family Property. Notwithstanding the foregoing, if a building permit is issued for a structure that includes both Residential Units and non-residential uses, the Residential Units within the building will be categorized as Residential Property, and a Special Tax shall be calculated separately for the Residential Units and Non-Residential Property on the Parcel, as set forth in Section C.1.c below.

“Residential Unit” means an individual single-family detached unit, an individual residential unit within a duplex, halfplex, triplex, fourplex, townhome, live/work or condominium structure, or an individual apartment unit.

“SFD Lot” means an individual residential lot, identified and numbered on a recorded Final Map, on which a building permit was or is permitted to be issued for construction of a single family detached unit without further subdivision of the lot and for which no further subdivision of the lot is anticipated pursuant to an approved tentative map.

“Single Family Attached Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a residential structure consisting of two or more Units that share common walls, have separate Assessor’s Parcel numbers assigned to them (except for a duplex unit, which may share an Assessor’s Parcel with another duplex unit), and may be purchased by individual homebuyers (which shall still be the case even if the Units are purchased and subsequently offered for rent by the owner of the unit), including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 1351.

“Single Family Detached Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a Unit that does not share a common wall with another Unit. An Accessory Unit that shares a Parcel with a single-family detached unit shall not be considered a separate Unit for purposes of this Amended RMA.

“Special Tax” means a Special Tax levied in any Fiscal Year to pay the Special Tax Requirement.

“Special Tax Requirement” means the amount of revenue needed in any Fiscal Year to pay for the following: (i) Authorized Services; (ii) Administrative Expenses; and (iii) amounts needed to cure any delinquencies in the payment of Special Taxes which have occurred or, based on delinquency rates in prior years, may be expected to occur in the Fiscal Year in which the Special Tax will be collected.

“Taxable Property” means all Assessor’s Parcels within the boundaries of CFD No. 2013-1 that are not exempt from the Special Tax pursuant to law or Section E below.

“Tax Zone” means a mutually exclusive geographic area within which the Special Tax may be levied pursuant to this Amended RMA. All of the property within CFD No. 2013-1 at the time of CFD Formation is within Tax Zone 1. Additional Tax Zones may be created when property is annexed to the CFD, and a separate Maximum Special Tax shall be identified for property within the new Tax Zone at the time of such annexation. The Assessor’s Parcels included within a new Tax Zone established when such Parcels are annexed to the CFD shall be identified by Assessor’s Parcel number in the Unanimous Approval Form that is signed by the owner(s) of the Parcels at the time of annexation.

“Unanimous Approval Form” means that form executed by the record owner of fee title to a Parcel or Parcels annexed into the CFD that constitutes the property owner’s approval and unanimous vote in favor of annexing into the CFD and the levy of the Special Tax against his/her Parcel or Parcels pursuant to this Amended RMA.

“Undeveloped Property” means, in any Fiscal Year, all Parcels of Taxable Property in CFD No. 2013-1 that are not Developed Property.

B. DATA FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall identify the current Assessor’s Parcel numbers for all Parcels of Taxable Property within the CFD. The Administrator shall also determine: (i) whether each Assessor’s Parcel of Taxable Property is Developed Property or Undeveloped Property; (ii)

in which Tax Zone each Assessor's Parcel is located; and (iii) the Special Tax Requirement for the then-current Fiscal Year.

In any Fiscal Year, if it is determined that (i) a Final Map for a portion of property in the CFD was recorded after the last date upon which the Assessor will incorporate the newly-created Parcels into the then current tax roll, and (ii) because of the date the Final Map was recorded, the Assessor does not yet recognize the new Parcels created by the Final Map, the Administrator shall calculate the Special Tax for the property affected by recordation of the Final Map by determining the Special Tax that applies separately to each newly-created Parcel, then applying the sum of the individual Special Taxes to the original Parcel that was subdivided by recordation of the Final Map.

C. MAXIMUM SPECIAL TAXES

1. Developed Property

a. Residential Property

The Maximum Special Tax for Fiscal Year 2013-14 for all Parcels of Residential Property within Tax Zone 1 shall be \$81 per SFD Lot or Residential Unit. All of the property within the CFD at the time of CFD Formation is within Tax Zone 1; a different Maximum Special Tax may be identified for property that annexes into the CFD and is part of a separate Tax Zone. Beginning July 1, 2014 and each July 1 thereafter, the Maximum Special Tax for Residential Property shall be increased by the Escalation Factor.

b. Non-Residential Property

The Maximum Special Tax for Fiscal Year 2013-14 for Non-Residential Property within Tax Zone 1 shall be \$640 per Acre. All of the property within the CFD at the time of CFD Formation is within Tax Zone 1 a different Maximum Special Tax may be identified for property that annexes into the CFD and is part of a separate Tax Zone. Beginning July 1, 2014 and each July 1 thereafter, the Maximum Special Tax for Non-Residential Property shall be increased by the Escalation Factor.

c. Mixed-Use Property

If, in any Fiscal Year, the Administrator determines that a Parcel of Developed Property is built or proposed to be built with both Residential Units and non-residential uses, the Maximum Special Tax for the Parcel shall be the sum of (i) the Maximum Special Tax for Residential Property multiplied by all Residential Units on the Parcel, and (ii) the Maximum Special Tax for Non-Residential Property multiplied by the full Acreage of the Parcel. After the aggregate Maximum Special Tax has been determined for a Parcel, such Maximum Special Tax shall be escalated beginning the next Fiscal Year and each Fiscal Year thereafter by the Escalation Factor.

2. Undeveloped Property

The Maximum Special Tax for Fiscal Year 2013-14 for all Parcels of Undeveloped Property within Tax Zone 1 shall be \$736 per Acre. Beginning July 1, 2014 and each July 1 thereafter, the Maximum Special Tax for Undeveloped Property shall be increased by the Escalation Factor.

D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAXES

Each Fiscal Year, the Administrator shall determine the Special Tax Requirement for that Fiscal Year and levy the Special Tax on all Parcels of Taxable Property as follows:

Step 1: The Special Tax shall be levied Proportionately on each Parcel of Developed Property up to 100% of the Maximum Special Tax for each Parcel for such Fiscal Year until the amount levied is equal to the Special Tax Requirement;

Step 2: If additional revenue is needed after Step 1, the Special Tax shall be levied Proportionately on each Parcel of Undeveloped Property up to 100% of the Maximum Special Tax for each Parcel for such Fiscal Year until the amount levied, when combined with the amount levied pursuant to Step 1, is equal to the Special Tax Requirement.

The Special Taxes for CFD No. 2013-1 shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that RD 2062 may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner, and may collect delinquent Special Taxes through foreclosure or other available methods.

E. EXEMPTIONS

Notwithstanding any other provision of this Amended RMA, no Special Tax shall be levied on Parcels of Association Property or Public Property, except as otherwise provided in the Act.

F. INTERPRETATION OF SPECIAL TAX FORMULA

RD 2062 reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to RD 2062's discretion. Interpretations may be made by RD 2062 by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Amended RMA.

G. APPEAL OF SPECIAL TAX LEVY

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the Administrator not later than one calendar year after having paid the Special Tax that is disputed. The Administrator shall promptly review the appeal and, if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and decide the appeal. If the property owner disagrees with the Administrator's decision relative to the appeal, the owner may then file a written appeal with the

Board whose subsequent decision shall be binding. If the decision of the Administrator (if the appeal is not filed with the Board) or the Board (if the appeal is filed with the Board) requires the Special Tax to be modified or changed in favor of the property owner, no cash refund shall be made for prior years' Special Tax levies, but an adjustment shall be made to the next Special Tax levy(ies). This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

EXHIBIT B

ISLAND RECLAMATION DISTRICT NO. 2062
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(LEVEE AND LAKE MAINTENANCE SERVICES)
ANNEXATION NO. 12

MAXIMUM SPECIAL TAXES FOR ZONE 1 OF THE CFD

The table below identifies the Maximum Special Tax for Taxable Property within Tax Zone 1 and all Parcels that annex into Tax Zone 1.

TAX ZONE 1
MAXIMUM SPECIAL TAXES

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2013-14 *</i>
Residential Property	\$81.00 per SFD Lot or Residential Unit
Non-Residential Property	\$640.00 per Acre
Mixed-Use Property	See Formula in RMA
Undeveloped Property	\$736.00 per Acre

** On July 1, 2014, and on each July 1 thereafter, the Maximum Special Taxes shown in Table 1 above shall be increased by the Escalation Factor.*

B4

**RECORDING REQUESTED BY AND
AFTER RECORDATION RETURN TO:**

Secretary
River Islands Public Financing Authority
73 West Stewart Road
Lathrop, CA 95330

Recorded for the benefit of the River Islands
Public Financing Authority pursuant to
Government Code Section 27383

TWELFTH AMENDMENT TO NOTICE OF SPECIAL TAX LIEN

River Islands Public Financing Authority
Community Facilities District No. 2013-1
(River Islands Public Services)
Annexation No. 12

Pursuant to the requirements of Section 3117.5 of the Streets and Highways Code of California and the Mello-Roos Community Facilities Act of 1982, as amended, Section 53311, *et. seq.*, of the California Government Code (the "Act"), the undersigned Secretary of the River Islands Public Financing Authority (the "Authority"), County of San Joaquin, State of California, hereby gives notice that a lien to secure payment of a special tax is hereby imposed by the Board of Directors of the Authority on the property described in Exhibit A hereto. The special tax secured by this lien is authorized to be levied for the purpose of paying the costs of services described in Exhibit A to the Notice of Special Tax Lien heretofore recorded in the Office of the County Recorder for the County of San Joaquin, State of California (the "County Recorder") on October 3, 2013 as Document No. 2013-126691 (the "Original Notice"), and said special tax is to be levied according to the Amended and Restated Rate and Method of Apportionment of Special Tax set forth in that certain First Amendment to Notice of Special Tax Lien heretofore recorded in the Office of the County Recorder on September 10, 2014 as Document No. 2014-089986 (the "First Amendment"), to which recorded Notice of Special Tax Lien and recorded First Amendment to Notice of Special Tax Lien reference is hereby made and the provisions of which are hereby incorporated herein in full by this reference.

This Twelfth Amendment to Notice of Special Tax Lien amends the Notice of Special Tax Lien to add to the territory within the River Islands Public Financing Authority Community Facilities District No. 2013-1 (River Islands Public Services) certain real property identified in Exhibit A hereto (the "Property") and shown within the future annexation area on the boundary map of the community facilities district recorded on August 29, 2013, in Book 6 of Maps of Assessment and Community Facilities Districts at Page 40 (Document No. 2013-111317, in the Office of the County Recorder, which map is the final boundary map of the community facilities district. The Property is being annexed into Tax Zone 2 of the community facilities district, as described in the Amended and Restated Rate and Method of Apportionment of Special Tax

attached as Exhibit A to the First Amendment, with the maximum special tax rates identified in Exhibit B hereto.

The assessor's tax parcel(s) numbers of all parcels or any portion thereof which are included in this Twelfth Amendment to Notice of Special Tax Lien, together with the name(s) of the owner(s) thereof, as they appear on the latest secured assessment roll as of the date of recording hereof or as are otherwise known to the Authority are as set forth in Exhibit A hereto which is by this reference made a part hereof.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property or interests therein subject to the special tax lien, interested persons should contact the Treasurer of the River Islands Public Financing Authority, 73 West Stewart Road, Lathrop, California 95330, telephone number (209) 879-7900.

Dated: _____, 2020.

By: _____
Jeanne Zolezzi, Secretary,
River Islands Public Financing Authority

EXHIBIT A

RIVER ISLANDS PUBLIC FINANCING AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(RIVER ISLANDS PUBLIC SERVICES)
ANNEXATION NO. 12

ASSESSOR'S PARCEL NUMBER(S) AND OWNER(S) OF LAND WITHIN
ANNEXATION NO. 12 TO RIVER ISLANDS PUBLIC FINANCING AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(RIVER ISLANDS PUBLIC SERVICES)

Name(s) of Property Owner(s)	San Joaquin County Assessor's Parcel No.
RIVER ISLANDS STAGE 2A, LLC 73 W. STEWART RD., LATHROP, CA 95330	210-400-14, 210-400-17

EXHIBIT B

RIVER ISLANDS PUBLIC FINANCING AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(RIVER ISLANDS PUBLIC SERVICES)
ANNEXATION NO. 12

MAXIMUM SPECIAL TAXES FOR ZONE 2 OF THE CFD

The table below identifies the Maximum Special Tax for Taxable Property within Tax Zone 2 and all Parcels that annex into Tax Zone 2.

TAX ZONE 2
MAXIMUM SPECIAL TAXES

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2013-14 *</i>
Residential Property	\$276.26 per SFD Lot or Residential Unit
Non-Residential Property	\$960.00 per Acre
Mixed-Use Property	See Formula in RMA
Undeveloped Property	\$1,191.00 per Acre

** On July 1, 2014, and on each July 1 thereafter, the Maximum Special Taxes shown in Table 1 above shall be increased by the Escalation Factor.*

CONSENT TO, AND BALLOT IN FAVOR OF, ANNEXATION OF REAL PROPERTY TO THE RIVER ISLANDS PUBLIC FINANCING AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2013-1 (RIVER ISLANDS PUBLIC SERVICES)

To: Board of Directors of the River Islands
Public Financing Authority, in its capacity
as the legislative body for the River Islands
Public Financing Authority Community
Facilities District No. 2013-1 (River Islands
Public Services)

The undersigned hereby states and certifies, under penalty of perjury, as follows:

1. The undersigned is the owner (the "Owner"), or the legally authorized representative of the Owner, of fee title to the real property identified by San Joaquin County Assessor's parcel number(s) listed below (the "Property"), and possesses all legal authority necessary to execute this consent to, and ballot in favor of (the "Consent and Ballot"), the annexation of the Property to the River Islands Public Financing Authority Community Facilities District No. 2013-1 (River Islands Public Services) (the "CFD").

2. The Owner understands that the Board of Directors of the River Islands Public Financing Authority (the "Board") has conducted proceeding pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Law") to form the CFD to finance various services (the "Services") described in Exhibit A hereto. The Owner also understands that the proceedings for the formation of the CFD authorized the Board to levy an annual special tax (the "Special Tax") on property in the CFD as specified in the Amended and Restated Rate and Method of Apportionment of Special Taxes (the "Rate and Method") for the CFD, a copy of which is attached hereto as Exhibit B, and authorized the annexation of property to the CFD, without additional public hearings, upon approval of the fee title owner of the property to be annexed as permitted by Section 53339.7(a) of the Law.

The Owner has been advised that a Notice of Special Tax Lien was recorded against the real property initially included within the boundaries of the CFD in the Office of the San Joaquin County Recorder (the "County Recorder") on October 3, 2013 as Document No. 2013-126691, and a First Amendment to Notice of Special Tax Lien was recorded against the real property initially included within the boundaries of the CFD in the Office of the County Recorder on September 10, 2014 as Document No. 2014-089986 (collectively, the "Notice of Special Tax Lien").

3. The Owner hereby irrevocably consents to, approves, and votes (for purposes of Article XIII A of the California Constitution) in favor of the annexation of the Property to Tax Zone 2 of the CFD (as such Tax Zone is described in the Notice of Special Tax Lien, and as the Maximum Special Tax rates for such Tax Zone 2 are set forth in Exhibit C hereto), and irrevocably consents to, approves and votes in favor of the annual levy of the Special Tax on the Property pursuant to the Rate and Method to finance the Services. The Owner acknowledges that the Secretary of the River Islands Public Financing Authority will record, or cause to be recorded, against the

Property in the Office of the County Recorder an amendment to the Notice of Special Tax Lien as required by Section 3117.5 of the California Streets and Highways Code, which will impose a continuing lien on the Property to secure each levy of the Special Tax, and that under the Law said lien (a) will be coequal with the lien for ad valorem real property taxes levied by the County of San Joaquin on the Property, and (b) will be senior to any lien of any mortgage on the Property whether such mortgage lien was recorded prior to or after the recordation of the amendment to the Notice of Special Tax Lien.

4. The Owner hereby irrevocably waives any right the Owner may otherwise have to protest or challenge the validity of the proceedings of the Board to form the CFD and to authorize the annexation of any property (including the Property) to the CFD, and any necessity, requirement or right for further public hearings or any election pertaining to the annexation of the Property to the CFD or the levy of the Special Tax on the Property.

5. The Owner hereby agrees to provide written notice of the annexation of the Property to the CFD, and of the authority of the Board to levy the Special Tax on the Property pursuant to the Rate and Method, to any subsequent purchaser of the Property to the extent required by applicable law.

The Property subject to this Consent and Ballot, and to be annexed to the CFD, consist of the following San Joaquin County Assessor's Parcel(s):

210-400-14, 210-400-17

The full legal name of the fee title Owner of the Property is:

River Islands Stage 2A, LLC

The foregoing Consent and Ballot is hereby executed on _____, 2020, in Lathrop, California.

By: _____
(signature)

Susan Dell'Osso
(type name of person executing
Consent and Ballot)

Its: President
(insert legal capacity of person
executing Consent and Ballot)

EXHIBIT A

RIVER ISLANDS PUBLIC FINANCING AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2013-1 (RIVER ISLANDS PUBLIC SERVICES)

DESCRIPTION OF SERVICES ELIGIBLE TO BE FUNDED BY THE DISTRICT

Services:

The services to be funded, in whole or in part, by the community facilities district (the "District") include all direct and incidental costs related to providing for the maintenance of public infrastructure within the River Islands area including the area initially included in the District, as well as any future annexation area of the District and areas adjacent to the foregoing. More specifically, the services shall include, but not be limited to, the maintenance of: (i) parks and open space, including trails and habitat areas, with services to include, but not be limited to, irrigation and vegetation control; (ii) roads and roadways, with services to include, but not be limited to, the maintenance and repair of public streets, striping of streets and repair and repainting of sound walls and other appurtenances; (iii) street lighting, including, but not limited to, repairs to and replacement of street lights along public streets; (iv) landscaping in public areas and in the public right of way along public streets, including, but not limited to, irrigation, tree trimming and vegetation maintenance and control; and (v) any other public services authorized to be funded under Section 53313(d) of the California Government Code. The District may fund any of the following related to the services described in the preceding sentence: obtaining, constructing, furnishing, operating and maintaining equipment, apparatus or facilities related to providing the services and/or equipment, apparatus, facilities or fixtures in areas to be maintained, paying the salaries and benefits of personnel necessary or convenient to provide the services, payment of insurance costs and other related expenses and the provision of reserves for repairs and replacements and for the future provision of services.

The services to be financed by the District are in addition to those provided in the territory of the District before the date of creation of the District, and will not supplant services already available within that territory when the District is created.

Administrative Expenses:

The administrative expenses to be funded by the District include the direct and indirect expenses incurred by the River Islands Public Financing Authority (the "Authority") in carrying out its duties with respect to the District (including, but not limited to, the levy and collection of the special taxes) including the fees and expenses of attorneys, any fees of the County of San Joaquin related to the District or the collection of special taxes, an allocable share of the salaries of any Authority staff directly related thereto and a proportionate amount of the Authority's general administrative overhead related thereto, any amounts paid by the Authority from its general fund with respect to the District or the services authorized to be financed by the District, and expenses incurred by the Authority in undertaking action to foreclose on properties for which the payment of special taxes is delinquent, and all other costs and expenses of the Authority in any way related to the District.

Other:

The incidental expenses that may be funded by the District include, in addition to the administrative expenses identified above, the payment or reimbursement to the Authority of all costs associated with the establishment and administration of the District.

EXHIBIT B

RIVER ISLANDS PUBLIC FINANCING AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2013-1 (RIVER ISLANDS PUBLIC SERVICES)

AMENDED AND RESTATED RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in the River Islands Public Financing Authority Community Facilities District No. 2013-1 (River Islands Public Services) shall be levied and collected according to the tax liability determined by the Board of Directors or its designee, through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in CFD No. 2013-1, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD unless a separate rate and method of apportion of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Accessory Unit" means a second residential unit of limited size (e.g., granny cottage, second unit) that shares a Parcel with a single-family detached unit.

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map or other parcel map recorded with the County.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, (commencing with Section 53311), Division 2 of Title 5 of the California Government Code.

"Administrative Expenses" means any or all of the following: the expenses of the Authority in carrying out its duties with respect to CFD No. 2013-1 including, but not limited to, levying and collecting the Special Tax, fees and expenses of legal counsel, charges levied by the County Auditor's Office, Tax Collector's Office, and/or Treasurer's Office, costs related to annexing property into the CFD, costs related to property owner inquiries regarding the Special Tax, and all other costs and expenses of the Authority, Lathrop Irrigation District, and Island Reclamation District No. 2062 in any way related to the establishment or administration of the CFD.

"Administrator" means the person or firm designated by the Authority to administer the Special Tax according to the Amended RMA.

"Amended RMA" means this Amended Rate and Method of Apportionment of Special Tax.

"Assessor's Parcel" or "Parcel" means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel number.

“**Assessor’s Parcel Map**” means an official map of the County Assessor designating parcels by Assessor’s Parcel number.

“**Association Property**” means any property within the CFD that is owned by a homeowners association or property owners association, excluding Association Property under the pad or footprint of a Residential Unit.

“**Authority**” means the River Islands Public Financing Authority.

“**Authorized Services**” means the public services authorized to be funded by the CFD as set forth in the documents adopted by the Board when the CFD was formed.

“**Board of Directors**” or “**Board**” means the Board of Directors of the River Islands Public Financing Authority.

“**CFD**” or “**CFD No. 2013-1**” means the River Islands Public Financing Authority Community Facilities District No. 2013-1 (River Islands Public Services).

“**CFD Formation**” means the date on which the Resolution of Formation to form CFD No. 2013-1 was adopted by the Board of Directors.

“**City**” means the City of Lathrop.

“**City Council**” means the City Council of the City of Lathrop.

“**County**” means the County of San Joaquin.

“**Developed Property**” means, in any Fiscal Year, the following:

- for Single Family Detached Property, all Parcels of Taxable Property for which a Final Map was recorded on or prior to June 30 of the preceding Fiscal Year
- for Multi-Family Property and Single Family Attached Property, all Parcels of Taxable Property for which a building permit for new construction of a residential structure was issued on or prior to June 30 of the preceding Fiscal Year
- for Non-Residential Property, all Parcels of Taxable Property for which a building permit for new construction of a structure was issued on or prior to June 30 of the preceding Fiscal Year.

“**Escalation Factor**” means, in any Fiscal Year, the lesser of (i) the increase from the prior Fiscal Year, if any, in the Local Consumer Price Index (CPI) for the San Francisco-Oakland-San Jose Area for All Urban Consumers, or (ii) four percent (4%). The CPI used shall be as determined by the Bureau of Labor Statistics from April to April beginning with the period from April 2013 to April 2014.

“**Final Map**” means a final map, or portion thereof, recorded by the County pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) that creates individual lots on which building permits for new construction may be issued without further subdivision

and for which no further subdivision is anticipated pursuant to a tentative map approved for the property or, if no tentative map has been approved, pursuant to a then current specific plan or other land use plan for the property.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Maximum Special Tax” means the greatest amount of Special Tax that can be levied in any Fiscal Year determined in accordance with Section C below.

“Multi-Family Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit or use permit has been issued for construction of a residential structure with five or more Units that share a single Assessor’s Parcel number, are offered for rent to the general public, and cannot be purchased by individual homebuyers.

“Non-Residential Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a structure that will be used for any non-residential purpose.

“Proportionately” means the following: (i) for Developed Property, the ratio of the actual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor’s Parcels of Developed Property; and (ii) for Undeveloped Property, the ratio of the actual Special Tax to the Maximum Special Tax is equal for all Assessor’s Parcels of Undeveloped Property.

“Public Property” means any property within the boundaries of CFD No. 2013-1 that is owned by or irrevocably offered for dedication to the federal government, State of California, County, City, or other local government or public agency.

“Residential Property” means, collectively, Single Family Detached Property, Single Family Attached Property, and Multi-Family Property. Notwithstanding the foregoing, if a building permit is issued for a structure that includes both Residential Units and non-residential uses, the Residential Units within the building will be categorized as Residential Property, and a Special Tax shall be calculated separately for the Residential Units and Non-Residential Property on the Parcel, as set forth in Section C.1.c below.

“Residential Unit” means an individual single-family detached unit, an individual residential unit within a duplex, halfplex, triplex, fourplex, townhome, live/work or condominium structure, or an individual apartment unit.

“SFD Lot” means an individual residential lot, identified and numbered on a recorded Final Map, on which a building permit was or is permitted to be issued for construction of a single family detached unit without further subdivision of the lot and for which no further subdivision of the lot is anticipated pursuant to an approved tentative map.

“Single Family Attached Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a residential structure consisting of two or more Units that share common walls, have separate Assessor’s Parcel numbers assigned to them (except for a duplex unit, which may share an Assessor’s Parcel with another duplex unit), and may be purchased by individual homebuyers (which shall still be the

case even if the Units are purchased and subsequently offered for rent by the owner of the unit), including such residential structures that meet the statutory definition of a condominium contained in Civil Code Section 1351.

“Single Family Detached Property” means, in any Fiscal Year, all Parcels of Taxable Property for which a building permit was or is expected to be issued for construction of a Unit that does not share a common wall with another Unit. An Accessory Unit that shares a Parcel with a single-family detached unit shall not be considered a separate Unit for purposes of this Amended RMA.

“Special Tax” means a Special Tax levied in any Fiscal Year to pay the Special Tax Requirement.

“Special Tax Requirement” means the amount of revenue needed in any Fiscal Year to pay for the following: (i) Authorized Services; (ii) Administrative Expenses; and (iii) amounts needed to cure any delinquencies in the payment of Special Taxes which have occurred or, based on delinquency rates in prior years, may be expected to occur in the Fiscal Year in which the Special Tax will be collected.

“Taxable Property” means all Assessor’s Parcels within the boundaries of CFD No. 2013-1 that are not exempt from the Special Tax pursuant to law or Section E below.

“Tax Zone” means a mutually exclusive geographic area within which the Special Tax may be levied pursuant to this Amended RMA. All of the property within CFD No. 2013-1 at the time of CFD Formation is within Tax Zone 1. Additional Tax Zones may be created when property is annexed to the CFD, and a separate Maximum Special Tax shall be identified for property within the new Tax Zone at the time of such annexation. The Assessor’s Parcels included within a new Tax Zone established when such Parcels are annexed to the CFD shall be identified by Assessor’s Parcel number in the Unanimous Approval Form that is signed by the owner(s) of the Parcels at the time of annexation.

“Unanimous Approval Form” means that form executed by the record owner of fee title to a Parcel or Parcels annexed into the CFD that constitutes the property owner’s approval and unanimous vote in favor of annexing into the CFD and the levy of the Special Tax against his/her Parcel or Parcels pursuant to this Amended RMA.

“Undeveloped Property” means, in any Fiscal Year, all Parcels of Taxable Property in CFD No. 2013-1 that are not Developed Property.

B. DATA FOR ANNUAL TAX LEVY

Each Fiscal Year, the Administrator shall identify the current Assessor’s Parcel numbers for all Parcels of Taxable Property within the CFD. The Administrator shall also determine: (i) whether each Assessor’s Parcel of Taxable Property is Developed Property or Undeveloped Property; (ii) in which Tax Zone each Assessor’s Parcel is located; and (iii) the Special Tax Requirement for the then-current Fiscal Year.

In any Fiscal Year, if it is determined that (i) a Final Map for a portion of property in the CFD was recorded after the last date upon which the Assessor will incorporate the newly-created Parcels into the then current tax roll, and (ii) because of the date the Final Map was recorded, the Assessor does not yet recognize the new Parcels created by the Final Map, the Administrator shall calculate

the Special Tax for the property affected by recordation of the Final Map by determining the Special Tax that applies separately to each newly-created Parcel, then applying the sum of the individual Special Taxes to the original Parcel that was subdivided by recordation of the Final Map.

C. MAXIMUM SPECIAL TAXES

1. Developed Property

a. Residential Property

The Maximum Special Tax for Fiscal Year 2013-14 for all Parcels of Residential Property within Tax Zone 1 shall be \$146 per SFD Lot or Residential Unit. All of the property within the CFD at the time of CFD Formation is within Tax Zone 1; a different Maximum Special Tax may be identified for property that annexes into the CFD and is part of a separate Tax Zone. Beginning July 1, 2014 and each July 1 thereafter, the Maximum Special Tax for Residential Property shall be increased by the Escalation Factor.

b. Non-Residential Property

The Maximum Special Tax for Fiscal Year 2013-14 for Non-Residential Property within Tax Zone 1 shall be \$960 per Acre. All of the property within the CFD at the time of CFD Formation is within Tax Zone 1 a different Maximum Special Tax may be identified for property that annexes into the CFD and is part of a separate Tax Zone. Beginning July 1, 2014 and each July 1 thereafter, the Maximum Special Tax for Non-Residential Property shall be increased by the Escalation Factor.

c. Mixed-Use Property

If, in any Fiscal Year, the Administrator determines that a Parcel of Developed Property is built or proposed to be built with both Residential Units and non-residential uses, the Maximum Special Tax for the Parcel shall be the sum of (i) the Maximum Special Tax for Residential Property multiplied by all Residential Units on the Parcel, and (ii) the Maximum Special Tax for Non-Residential Property multiplied by the full Acreage of the Parcel. After the aggregate Maximum Special Tax has been determined for a Parcel, such Maximum Special Tax shall be escalated beginning the next Fiscal Year and each Fiscal Year thereafter by the Escalation Factor.

2. Undeveloped Property

The Maximum Special Tax for Fiscal Year 2013-14 for all Parcels of Undeveloped Property within Tax Zone 1 shall be \$1,191 per Acre. Beginning July 1, 2014 and each July 1 thereafter, the Maximum Special Tax for Undeveloped Property shall be increased by the Escalation Factor.

D. METHOD OF LEVY AND COLLECTION OF SPECIAL TAXES

Each Fiscal Year, the Administrator shall determine the Special Tax Requirement for that Fiscal Year and levy the Special Tax on all Parcels of Taxable Property as follows:

Step 1: The Special Tax shall be levied Proportionately on each Parcel of Developed Property up to 100% of the Maximum Special Tax for each Parcel for such Fiscal Year until the amount levied is equal to the Special Tax Requirement;

Step 2: If additional revenue is needed after Step 1, the Special Tax shall be levied Proportionately on each Parcel of Undeveloped Property up to 100% of the Maximum Special Tax for each Parcel for such Fiscal Year until the amount levied, when combined with the amount levied pursuant to Step 1, is equal to the Special Tax Requirement.

The Special Taxes for CFD No. 2013-1 shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that the Authority may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner, and may collect delinquent Special Taxes through foreclosure or other available methods.

E. EXEMPTIONS

Notwithstanding any other provision of this Amended RMA, no Special Tax shall be levied on Parcels of Association Property or Public Property, except as otherwise provided in the Act.

F. INTERPRETATION OF SPECIAL TAX FORMULA

The Authority reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the Authority's discretion. Interpretations may be made by the Authority by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Amended RMA.

G. APPEAL OF SPECIAL TAX LEVY

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the Administrator not later than one calendar year after having paid the Special Tax that is disputed. The Administrator shall promptly review the appeal and, if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and decide the appeal. If the property owner disagrees with the Administrator's decision relative to the appeal, the owner may then file a written appeal with the Board whose subsequent decision shall be binding. If the decision of the Administrator (if the appeal is not filed with the Board) or the Board (if the appeal is filed with the Board) requires the Special Tax to be modified or changed in favor of the property owner, no cash refund shall be made for prior years' Special Tax levies, but an adjustment shall be made to the next Special Tax levy(ies). This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

EXHIBIT C

RIVER ISLANDS PUBLIC FINANCING AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(RIVER ISLANDS PUBLIC SERVICES)
ANNEXATION NO. 12

MAXIMUM SPECIAL TAXES FOR ZONE 2 OF THE CFD

The table below identifies the Maximum Special Tax for Taxable Property within Tax Zone 2 and all Parcels that annex into Tax Zone 2.

TAX ZONE 2
MAXIMUM SPECIAL TAXES

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2013-14 *</i>
Residential Property	\$276.26 per SFD Lot or Residential Unit
Non-Residential Property	\$960.00 per Acre
Mixed-Use Property	See Formula in RMA
Undeveloped Property	\$1,191.00 per Acre

* On July 1, 2014, and on each July 1 thereafter, the Maximum Special Taxes shown in Table 1 above shall be increased by the Escalation Factor.

**RECORDING REQUESTED BY AND
AFTER RECORDATION RETURN TO:**

Secretary
River Islands Public Financing Authority
73 West Stewart Road
Lathrop, CA 95330

Recorded for the benefit of the River Islands
Public Financing Authority pursuant to
Government Code Section 27383

AMENDMENT NO. 10 TO NOTICE OF SPECIAL TAX LIEN

River Islands Public Financing Authority
Community Facilities District No. 2016-1
(River Islands Supplemental)
Annexation No. 8

Pursuant to the requirements of Section 3117.5 of the Streets and Highways Code of California and the Mello-Roos Community Facilities Act of 1982, as amended, Section 53311, *et. seq.*, of the California Government Code (the "Act"), the undersigned Secretary of the River Islands Public Financing Authority (the "Authority"), County of San Joaquin, State of California, hereby gives notice that a lien to secure payment of a special tax is hereby imposed by the Board of Directors of the Authority on the property described in Exhibit A hereto. The special tax secured by this lien is authorized to be levied for the purpose of paying the costs of facilities described in Exhibit A to the Notice of Special Tax Lien heretofore recorded in the Office of the County Recorder for the County of San Joaquin, State of California (the "County Recorder") on September 19, 2016 as Document No. 2016-112901 (the "Original Notice"), and said special tax is to be levied according to the Amended Rate and Method of Apportionment of Special Tax set forth in Exhibit B to the First Amendment to Notice of Special Tax Lien recorded in the Office of the County Recorder on February 16, 2017 as Document No. 2017-020077 (the "First Amendment"), to which recorded Original Notice and First Amendment reference is hereby made and the provisions of both of which are hereby incorporated herein in full by this reference.

This Amendment No. 10 to Notice of Special Tax Lien further amends the Original Notice to add to the territory within the River Islands Public Financing Authority Community Facilities District No. 2016-1 (River Islands Supplemental) certain real property identified in Exhibit A hereto (the "Property") and shown within the future annexation area on the boundary map of the community facilities district recorded on August 3, 2016, in Book 6 of Maps of Assessment and Community Facilities Districts at Page 88 (Document No. 2016-090572, in the Office of the County Recorder, which map is the final boundary map of the community facilities district. The Property is being annexed into Zone 4 of the community facilities district, as described in the Amended Rate and Method of Apportionment of Special Taxes for the community facilities district attached as Exhibit A to the First Amendment, with the maximum special tax rates identified in Exhibit B hereto.

The assessor's tax parcel(s) numbers of all parcels or any portion thereof which are included in this Amendment No. 10 to Notice of Special Tax Lien, together with the name(s) of the owner(s) thereof, as they appear on the latest secured assessment roll as of the date of recording hereof or as are otherwise known to the Authority are as set forth in Exhibit A hereto which is by this reference made a part hereof.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property or interests therein subject to the special tax lien, interested persons should contact the Treasurer of the River Islands Public Financing Authority, 73 West Stewart Road, Lathrop, California 95330, telephone number (209) 879-7900.

Dated: _____, 2020.

By: _____
Jeanne Zolezzi, Secretary,
River Islands Public Financing Authority

EXHIBIT A

**RIVER ISLANDS PUBLIC FINANCING AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2016-1
(RIVER ISLANDS SUPPLEMENTAL)
ANNEXATION NO. 8**

**ASSESSOR'S PARCEL NUMBER(S) AND OWNER(S) OF LAND WITHIN
ANNEXATION NO. 8 TO RIVER ISLANDS PUBLIC FINANCING AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2016-1
(RIVER ISLANDS SUPPLEMENTAL)**

Name(s) of Property Owner(s)	San Joaquin County Assessor's Parcel No.
River Islands Stage 2A, LLC	210-400-14, 210-400-17

EXHIBIT B

**RIVER ISLANDS PUBLIC FINANCING AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2016-1
(RIVER ISLANDS SUPPLEMENTAL)**

MAXIMUM SPECIAL TAXES FOR ZONE 4 OF THE CFD

The table below identifies the Maximum Special Tax for Taxable Property within Tax Zone 4 and all Parcels that annex into Tax Zone 4.

**TAX ZONE 4
MAXIMUM SPECIAL TAXES**

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2016-17 *</i>
Residential Property	\$7,500 per Unit
Other Property	\$0 per Acre
Undeveloped Property	\$0 per Acre

* On July 1, 2017, and on each July 1 thereafter, the Maximum Special Taxes shown in Table 1 above shall be increased by an amount equal to two percent (2%) of the amount in effect for the prior Fiscal Year.

CONSENT TO, AND BALLOT IN FAVOR OF, ANNEXATION OF REAL PROPERTY TO THE RIVER ISLANDS PUBLIC FINANCING AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2016-1 (RIVER ISLANDS SUPPLEMENTAL)

To: Board of Directors of the River Islands
Public Financing Authority, in its capacity
as the legislative body for the River Islands
Public Financing Authority Community
Facilities District No. 2016-1 (River Islands
Supplemental)

The undersigned hereby states and certifies, under penalty of perjury, as follows:

1. The undersigned is the owner (the "Owner"), or the legally authorized representative of the Owner, of fee title to the real property identified by San Joaquin County Assessor's parcel number(s) listed below (the "Property"), and possesses all legal authority necessary to execute this consent to, and ballot in favor of (the "Consent and Ballot"), the annexation of the Property to the River Islands Public Financing Authority Community Facilities District No. 2016-1 (River Islands Supplemental) (the "CFD").

2. The Owner understands that the Board of Directors of the River Islands Public Financing Authority (the "Board") has conducted proceeding pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Law") to form the CFD to finance various facilities (the "Facilities") described in Exhibit A hereto. The Owner also understands that the proceedings for the formation of the CFD authorized the Board to levy an annual special tax (the "Special Tax") on property in the CFD as specified in the Amended Rate and Method of Apportionment of Special Tax (the "Rate and Method") for the CFD, a copy of which is attached hereto as Exhibit B, and authorized the annexation of property to the CFD, without additional public hearings, upon approval of the fee title owner of the property to be annexed as permitted by Section 53339.7(a) of the Law.

The Owner has been advised that a Notice of Special Tax Lien was recorded against the real property initially included within the boundaries of the CFD in the Office of the San Joaquin County Recorder (the "County Recorder") on September 19, 2016 as Document No. 2016-112901 (the "Original Notice"), and a First Amendment to Notice of Special Tax Lien was recorded in the Office of the County Recorder on February 16, 2017, as Document No. 2017-020077.

3. The Owner hereby irrevocably consents to, approves, and votes (for purposes of Article XIII A of the California Constitution) in favor of the annexation of the Property to Tax Zone 4 of the CFD (as such Tax Zone is described in the Rate and Method, and as the Maximum Special Tax rates for such Zone 4 are set forth in Exhibit C hereto), and irrevocably consents to, approves and votes in favor of the annual levy of the Special Tax on the Property pursuant to the Rate and Method to finance the Facilities and for the other authorized purposes of the CFD.

The Owner acknowledges that the Secretary of the River Islands Public Financing Authority will record, or cause to be recorded, against the Property in the Office of the County Recorder an amendment to the Original Notice as required by Section 3117.5 of the California Streets and Highways Code, which will impose a continuing lien on the Property to secure each levy of the Special Tax, and that under the Law said lien (a) will be coequal with the lien for ad valorem real property taxes levied by the County of San Joaquin on the Property, and (b) will be senior to any lien of any mortgage on the Property whether such mortgage lien was recorded prior to or after the recordation of the amendment to the Original Notice.

4. The Owner hereby irrevocably waives any right the Owner may otherwise have to protest or challenge the validity of the proceedings of the Board to form the CFD and to authorize the annexation of any property (including the Property) to the CFD, and any necessity, requirement or right for further public hearings or any election pertaining to the annexation of the Property to the CFD or the levy of the Special Tax on the Property.

5. The Owner hereby agrees to provide written notice of the annexation of the Property to the CFD, and of the authority of the Board to levy the Special Tax on the Property pursuant to the Rate and Method, to any subsequent purchaser of the Property to the extent required by applicable law.

The Property subject to this Consent and Ballot, and to be annexed to the CFD, consist of the following San Joaquin County Assessor's Parcel(s):

_____ See Exhibit D

The full legal name of the fee title Owner of the Property is:

River Islands Stage 2A, LLC

The foregoing Consent and Ballot is hereby executed this _____ day of _____, 2020, in _____, California.

By: _____
(signature)

Susan Dell'Osso
(type name of person executing
Consent and Ballot)

Its: President
(insert legal capacity of person
executing Consent and Ballot)

NOTARY ACKNOWLEDGMENT

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

State of California }
County of _____ } ss.

On _____, before me, _____
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared _____
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature _____ [Seal]
Notary Public

EXHIBIT A

RIVER ISLANDS PUBLIC FINANCING AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2016-1 (RIVER ISLANDS SUPPLEMENTAL)

DESCRIPTION OF FACILITIES AUTHORIZED TO BE FUNDED BY THE DISTRICT

The following generally described public infrastructure and related improvements within, in the vicinity or otherwise incident to the development of the area generally known as River Islands at Lathrop:

Lake improvements, discharge facilities and intake facilities, including grading, pumps, shore improvements, aeration facilities, CDS units, pipes and other necessary infrastructure required to provide storm water, flood retention and recreational facilities.

Bio Retention Basins and BMP improvements, including planting, irrigation and other improvements necessary for storm water storage and cleansing.

Roadway improvements, including grading, fill, pavement section, joint trench, water, sewer, reclaimed water and other utility improvements necessary for or incident to road construction. Also including landscaping, street lights and signage, monuments and traffic signals.

Bridge improvements, including design, construction, utility connections, roadway approaches and other incidental improvements required for construction of bridges.

Water system infrastructure, including tanks, pump stations, distribution lines and other improvements necessary for delivery of potable or reclaimed water.

Sewer system infrastructure and improvements, including treatment facilities, sanitary sewer collection lines and force mains, effluent holding and storage, spray fields, pump stations, lift stations, and other improvements necessary for delivery and treatment of sanitary sewer service.

Public parks, as well as landscaping and recreational features along rivers, lakes, within parks and along and including pathways and other public areas.

Electrical system improvements, including offsite improvements, overhead facilities, substations, relocation and removal of electrical poles, undergrounding of service facilities and associated improvements to service the development.

Natural gas facilities upgrades and extensions, including pipeline extension and gas transmission regulator stations.

Telecommunications facilities, including fiber optic cable on and off site and other required infrastructure.

Grading for and construction of levees.

Public safety facilities, including but not limited to fire stations and related appurtenances, also including related site improvements, plus related equipment with a useful life of five years or more.

Elementary schools, middle schools and high schools and related appurtenances, including sports fields, parking and other customary amenities.

Environmental mitigation and related appurtenances related to the facilities and improvements eligible to be funded by the District.

All or a portion of any amount necessary to eliminate any fixed special assessment liens, or to pay, repay, or defease any obligation to pay or any indebtedness secured by any tax, fee, charge, or assessment levied within the area of the District and any property annexed thereto or to pay debt service on any such indebtedness.

The foregoing improvements may include the acquisition of right of way and land, the cost of design, engineering and planning, the costs of any environmental review or traffic studies, survey or other reports, landscaping and irrigation, soils testing, soil preparation including deep dynamic compaction, dewatering, permits, plan check and inspection fees, other public fees, insurance, legal and related overhead costs, coordination and supervision and any other costs or appurtenances related to any of the foregoing.

OTHER

The District may also finance any of the following:

1. Bond related expenses, including underwriter's discount, reserve fund, capitalized interest, structuring agent, bond, disclosure and underwriter's counsel and all other incidental expenses.
2. Administrative fees of the Authority and the Bond trustee or fiscal agent related to the District and the Bonds.
3. Reimbursement of costs related to the formation of the District advanced by the Authority or any landowner or developer within the District, as well as reimbursement of any costs advanced by the Authority or any landowner or developer within the District, for facilities, fees or other purposes or costs of the District.

EXHIBIT B

**RIVER ISLANDS PUBLIC FINANCING AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2016-1
(RIVER ISLANDS SUPPLEMENTAL)**

AMENDED RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in the River Islands Public Financing Authority Community Facilities District No. 2016-1 (River Islands Supplemental) shall be levied and collected according to the tax liability determined by the Board of Directors or its designee, through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in CFD No. 2016-1, unless exempted by law or by the provisions of Section F below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed into the CFD.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Accessory Unit" means a second residential unit of limited size (e.g., granny cottage, second unit) that shares a Parcel with a single-family detached unit.

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map or other parcel map recorded with the County.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, (commencing with Section 53311), Division 2 of Title 5 of the California Government Code.

"Administrative Expenses" means any or all of the following: the fees and expenses of any fiscal agent or trustee (including any fees or expenses of its counsel) employed in connection with any Bonds, and the expenses of the Authority in carrying out its duties with respect to CFD No. 2016-1 and the Bonds, including, but not limited to, levying and collecting the Special Tax, the fees and expenses of legal counsel, charges levied by the County Auditor's Office, Tax Collector's Office, and/or Treasurer's Office, costs related to annexing property into the CFD, costs related to property owner inquiries regarding the Special Tax, amounts needed to pay rebate to the federal government with respect to the Bonds, costs associated with complying with any continuing disclosure requirements for the Bonds and the Special Tax, and all other costs and expenses of the Authority, Lathrop Irrigation District, and Island Reclamation District No. 2062 in any way related to the establishment or administration of the CFD.

"Administrator" means the person or firm designated by the Authority to administer the Special Tax according to the Amended RMA.

"Amended RMA" means this Amended Rate and Method of Apportionment of Special Tax.

“Assessor’s Parcel” or “Parcel” means a lot or parcel shown on an Assessor’s Parcel Map with an assigned Assessor’s Parcel number.

“Assessor’s Parcel Map” means an official map of the County Assessor designating parcels by Assessor’s Parcel number.

“Association Property” means any property within the CFD that is owned by a homeowners association or property owners association, excluding Association Property under the pad or footprint of a Unit.

“Authority” means the River Islands Public Financing Authority.

“Authorized Facilities” means those public facilities authorized to be funded by the CFD as set forth in the CFD formation proceedings.

“Board of Directors” or “Board” means the Board of Directors of the River Islands Public Financing Authority.

“Bonds” means bonds or other debt (as defined in the Act), whether in one or more series, issued, insured or assumed by CFD No. 2016-1, including debt issued by agencies other than the Authority (as referenced in Section 53313.5(g) of the Act), to pay for public infrastructure and/or improvements that will serve property included within, or intended to be annexed into, the CFD.

“Capitalized Interest” means funds in any capitalized interest account available to pay debt service on Bonds.

“CFD” or “CFD No. 2016-1” means the River Islands Public Financing Authority Community Facilities District No. 2016-1 (River Islands Supplemental).

“CFD Formation” means the date on which the Resolution of Formation to form CFD No. 2016-1 was adopted by the Board of Directors.

“City” means the City of Lathrop.

“City Council” means the City Council of the City of Lathrop.

“County” means the County of San Joaquin.

“Developed Property” means, in any Fiscal Year, all Taxable Property in CFD No. 2016-1 for which a building permit for new construction was issued by the City on or prior to June 30 of the preceding Fiscal Year.

“Excess Public Property” means the acres of Public Property that exceeds the acreage exempted in Section F below. In any Fiscal Year in which a Special Tax must be levied on Excess Public Property pursuant to Step 4 in Section D below, Excess Public Property shall be those Assessor’s

Parcel(s) that most recently became Public Property based on the dates on which Final Maps recorded creating such Public Property.

“Final Map” means a final map, or portion thereof, recorded by the County pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq.*) that creates individual lots on which building permits for new construction may be issued without further subdivision and for which no further subdivision is anticipated pursuant to a Tentative Map approved for the property or, if no Tentative Map has been approved, pursuant to a then current specific plan or other land use plan for the property.

“First Transfer Date” means for a Parcel of Residential Property, the date of the first transfer of ownership to a private homeowner after a building permit for new construction has been issued.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Master Developer” means River Islands Development, and its successors and assignees.

“Maximum Special Tax” means the greatest amount of Special Tax that can be levied in any Fiscal Year determined in accordance with Section C below.

“Other Property” means, in any Fiscal Year, all Parcels of Developed Property that are not Residential Property.

“Proportionately” means the following: (i) for Developed Property, the ratio of the actual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor’s Parcels of Developed Property; (ii) for Undeveloped Property, the ratio of the actual Special Tax to the Maximum Special Tax is equal for all Assessor’s Parcels of Undeveloped Property; (iii) for Association Property, the ratio of the actual Special Tax to the Maximum Special Tax is equal for all Assessor’s Parcels of Association Property; and (iv) for Excess Public Property, the ratio of the actual Special Tax to the Maximum Special Tax is equal for all Assessor’s Parcels of Excess Public Property.

“Public Property” means, in any Fiscal Year: (i) all Parcels within the boundaries of the CFD that are owned by or irrevocably offered for dedication to the federal government, the State of California, the City or any other public agency; and (ii) all Parcels within the boundaries of the CFD that are encumbered by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement.

“Purchase Agreement” means an agreement between the Master Developer and a homebuilder.

“Required Coverage” means the amount by which the Maximum Special Tax revenues must exceed the debt service on the Bonds and required Administrative Expenses, as set forth in the Indenture, Certificate of Special Tax Consultant, or other formation or bond document that sets forth the minimum required debt service coverage.

“Residential Property” means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of a residential structure consisting of one or more Units.

“Special Tax” means a Special Tax levied in any Fiscal Year to pay the Special Tax Requirement.

“Special Tax Requirement” means the amount necessary in any Fiscal Year: (i) to pay principal and interest on Bonds which are due in the calendar year that begins in such Fiscal Year; (ii) to create and/or replenish reserve funds for the Bonds to the extent such replenishment has not been included in the computation of Special Tax Requirement in a previous Fiscal Year; (iii) to cure any delinquencies in the payment of principal or interest on Bonds which have occurred in the prior Fiscal Year; (iv) to pay Administrative Expenses; and (v) if the Administrator determines Special Tax revenues are available after items (i) through (iv) have been funded, to directly pay the costs of Authorized Facilities that have not been paid by the proceeds of previously issued Bonds to the extent that the inclusion of such amounts does *not* increase the Special Tax levied on Undeveloped Property. The amounts referred to in clauses (i) and (ii) of the preceding sentence may be reduced in any Fiscal Year by: (i) interest earnings on or surplus balances in funds and accounts for the Bonds to the extent that such earnings or balances are available to apply against debt service pursuant to a Bond indenture, Bond resolution, or other legal document that sets forth these terms; (ii) proceeds from the collection of penalties associated with delinquent Special Taxes; and (iii) any other revenues available to pay debt service on the Bonds as determined by the Administrator.

“Taxable Property” means all of the Assessor’s Parcels within the boundaries of the CFD which are not exempt from the Special Tax pursuant to law or Section F below.

“Tax Zone” means a mutually exclusive geographic area within which the Special Tax may be levied pursuant to this Amended RMA. *All of the property within CFD No. 2016-1 at the time of CFD Formation is within Tax Zone 1.* Additional Tax Zones may be created when property is annexed to the CFD, and a separate Maximum Special Tax shall be identified for property within the new Tax Zone at the time of such annexation. The Assessor’s Parcels included within a new Tax Zone established when such Parcels are annexed to the CFD shall be identified by Assessor’s Parcel number in the Unanimous Approval Form that is signed by the owner(s) of the Parcels at the time of annexation.

“Tentative Map” means a map that is made for the purpose of showing the design of a proposed subdivision and the conditions pertaining thereto and is not based on a detailed survey of the property within the map and is not recorded at the County Recorder’s Office to create legal lots.

“Unanimous Approval Form” means that form executed by the record owner of fee title to a Parcel or Parcels annexed into the CFD that constitutes the property owner’s approval and unanimous vote in favor of annexing into the CFD and the levy of the Special Tax against his/her Parcel or Parcels pursuant to this Amended RMA.

“Undeveloped Property” means, in any Fiscal Year, all Parcels of Taxable Property within the CFD that are not Developed Property, Association Property, or Excess Public Property.

“Unit” means an individual single family detached residential unit or an individual residential rental unit within a duplex, triplex, fourplex, townhome, condominium structure, or apartment complex. An Accessory Unit that shares a Parcel with a single-family detached unit shall not be considered a separate Unit for purposes of this Amended RMA

B. DATA FOR ANNUAL ADMINISTRATION

On or about July 1 of each Fiscal Year, the Administrator shall identify the current Assessor’s Parcel numbers for all Taxable Property. The Administrator shall also determine: (i) within which Tax Zone each Parcel is located, (ii) whether each Assessor’s Parcel is Developed Property, Undeveloped Property, Association Property, or Excess Public Property, (iii) for Developed Property, which Parcels are Residential Property or Other Property, and (iv) the Special Tax Requirement. In addition, the Administrator shall keep a record of all Parcels for which the Maximum Special Tax has been reduced pursuant to Section C.3 of the Amended RMA as well as the resulting Maximum Special Tax for each Parcel.

In any Fiscal Year, if it is determined that (i) a Final Map for a portion of property in the CFD was recorded after the last date upon which the Assessor will incorporate the newly-created Parcels into the then current tax roll, and (ii) because of the date the Final Map was recorded, the Assessor does not yet recognize the new Parcels created by the Final Map, the Administrator shall calculate the Special Tax for the property affected by recordation of the Final Map by determining the Special Tax that applies separately to each newly-created Parcel, then applying the sum of the individual Special Taxes to the original Parcel that was subdivided by recordation of the Final Map.

C. MAXIMUM SPECIAL TAX

1. Tax Zone 1

Table 1 below identifies the Maximum Special Tax for Taxable Property within Tax Zone 1 at CFD Formation and all Parcels that annex into Tax Zone 1 after CFD Formation.

**TABLE 1
TAX ZONE 1
MAXIMUM SPECIAL TAXES**

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2016-17 *</i>
Residential Property	\$0 per Unit
Other Property	\$10 per Acre
Undeveloped Property	\$10 per Acre

**On July 1, 2017, and on each July 1 thereafter, the Maximum Special Taxes shown in Table 1 above shall be*

increased by an amount equal to two percent (2%) of the amount in effect for the prior Fiscal Year.

2. Additional Tax Zones

If property is annexed into the CFD and a separate Tax Zone is established for such property, Maximum Special Tax rates will be identified for Taxable Property in the new Tax Zone in the Unanimous Approval Form signed by the annexing property owner.

3. Changes to the Maximum Special Tax

Prior to the First Transfer Date, the Maximum Special Tax for a Parcel of Residential Property may be reduced *once* if the Administrator determines that the Maximum Special Tax for a Parcel of Residential Property would result in a total effective tax rate, including property tax, tax overrides, and other direct special taxes and assessments, greater than the percentage of the estimated sales price specified in the Purchase Agreement. Notwithstanding the forgoing, the Maximum Special Tax shall *not* be reduced for any Parcel if such a reduction reduces debt service coverage on outstanding Bonds below the Required Coverage.

The Special Tax reduction required pursuant to this section shall be made without a vote of the qualified electors in the CFD and shall be reflected in an amended Notice of Special Tax Lien against the Parcel in question which the CFD shall cause to be recorded by executing a certificate in substantially the form attached herein as Exhibit 1.

Pursuant to Section 53321 (d) of the Act, the Special Tax levied against a Parcel used for private residential purposes shall under no circumstances increase more than ten percent (10%) as a consequence of delinquency or default by the owner of any other Parcel or Parcels and shall, in no event, exceed the Maximum Special Tax in effect for the Fiscal Year in which the Special Tax is being levied.

D. METHOD OF LEVY OF THE SPECIAL TAX

Each Fiscal Year, the Administrator shall determine the Special Tax Requirement to be collected in that Fiscal Year, and the Special Tax shall be levied according to the steps outlined below.

- Step 1:** The Special Tax shall be levied Proportionately on each Parcel of Developed Property within the CFD up to 100% of the Maximum Special Tax for each Parcel for such Fiscal Year determined pursuant to Section C;
- Step 2:** If additional revenue is needed after Step 1, and after applying Capitalized Interest to the Special Tax Requirement, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property within the CFD, up to 100% of the Maximum Special Tax for Undeveloped Property for such Fiscal Year determined pursuant to Section C;
- Step 3:** If additional revenue is needed after applying the first two steps, the Special Tax shall be levied Proportionately on each Parcel of Association Property within the

CFD, up to 100% of the Maximum Special Tax for Undeveloped Property for such Fiscal Year determined pursuant to Section C;

Step 4: If additional revenue is needed after applying the first three steps, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Excess Public Property, exclusive of property exempt from the Special Tax pursuant to Section F below, up to 100% of the Maximum Special Tax for Undeveloped Property for such Fiscal Year determined pursuant to Section C.

E. COLLECTION OF SPECIAL TAX

The Special Taxes for CFD No. 2016-1 shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that prepayments are permitted as set forth in Section G below and provided further that the Authority may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner, and may collect delinquent Special Taxes through foreclosure or other available methods.

The Special Tax shall be levied and collected until principal and interest on Bonds have been paid and Authorized Facilities have been completed. However, in no event shall a Special Tax be levied after Fiscal Year 2080-81.

F. EXEMPTIONS

Notwithstanding any other provision of this Amended RMA, no Special Tax shall be levied on any Parcel of Public Property at CFD Formation, except as otherwise provided in the Act. A separate amount of public acreage may be exempted each time property annexes into the CFD, and such additional exemption shall only apply to property within the annexation area. A Special Tax may be levied on Excess Public Property pursuant to Step 4 of Section D; however, a public agency may require that the special tax obligation on land conveyed to it that would be classified as Excess Public Property be prepaid pursuant to Section G below.

G. PREPAYMENT OF SPECIAL TAX

The following definitions apply to this Section G:

"Final Bond Sale" means, at any point in time, the last series of Bonds issued by the CFD, which issuance uses up virtually all of the remaining capacity available from the Maximum Special Tax revenues that can be generated within the CFD, as determined by the Authority. If additional Bonds are expected to be issued after outstanding Bonds retire, the "Final Bond Sale" may not be the last series of Bonds ever issued by the CFD, but instead the last sale of Bonds that can be issued before some or all of the outstanding Bonds retire.

"Outstanding Bonds" means all outstanding Bonds issued on behalf of the CFD prior to the date of prepayment, with the following exception: if a Special Tax has been levied against, or already paid by, an Assessor's Parcel making a prepayment, and a portion of the Special Tax will be used to pay a portion of the next principal payment on the Bonds

that remain outstanding (as determined by the Administrator), that next principal payment shall be subtracted from the total Bond principal that remains outstanding, and the difference shall be used as the amount of Outstanding Bonds for purposes of this prepayment formula.

The Special Tax obligation applicable to an Assessor's Parcel in the CFD may be prepaid and the obligation of the Assessor's Parcel to pay the Special Tax permanently satisfied as described herein, provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Special Tax obligation shall provide the Authority with written notice of intent to prepay. Within 30 days of receipt of such written notice, the Authority or its designee shall notify such owner of the prepayment amount for such Assessor's Parcel.

1. Full Prepayment Prior to Final Bond Sale

As of the proposed date of prepayment, the Prepayment Amount shall be determined by application of the following steps:

- Step 1.** Compute the total Maximum Special Tax that could be collected from the Assessor's Parcel repaying the Special Tax in the Fiscal Year in which prepayment would be received by the Authority.
- Step 2.** Estimate the bonding capacity based on the Maximum Special Tax determined in Step 1 and an assumed bond term of 30 years using, as the interest rate for the bonding capacity calculation, the greater of (i) the current interest rate as determined by the Administrator based on discussions with industry professionals or (ii) the average true interest cost (TIC) on the Outstanding Bonds as identified by the Administrator. Notwithstanding the foregoing, if at any point in time the Administrator determines that the Maximum Special Tax revenue that could be collected from Taxable Property after the proposed prepayment is less than 110% of debt service on Bonds that will remain outstanding after defeasance or redemption of Bonds from proceeds of the estimated prepayment, the amount of the prepayment shall be increased until the amount of Bonds defeased or redeemed is sufficient to reduce remaining annual debt service to a point at which 110% debt service coverage is realized.
- Step 3.** Determine the costs of computing the prepayment amount and the costs of recording any notices to evidence the prepayment (the "*Administrative Fees and Expenses*").
- Step 4.** The Special Tax prepayment is equal to the sum of the amounts computed pursuant to Steps 2 and 3 (the "*Prepayment Amount*").

2. *Full Prepayment After Final Bond Sale*

Prepayment must be made not less than 75 days prior to any redemption date for Bonds to be redeemed with the proceeds of such prepaid Special Taxes. The Prepayment Amount shall be calculated as follows: (capitalized terms as defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Defeasance Requirement
plus	Administrative Fees and Expenses
<u>less</u>	<u>Reserve Fund Credit</u>
equals	Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount shall be determined by application of the following steps:

- Step 1.** Compute the total Maximum Special Tax that could be collected from the Assessor's Parcel prepaying the Special Tax in the Fiscal Year in which prepayment would be received by the Authority.
- Step 2.** Divide the Maximum Special Tax from Step 1 by the Maximum Special Tax revenues that could be collected in that Fiscal Year.
- Step 3.** Multiply the quotient computed pursuant to Step 2 by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (*the "Bond Redemption Amount"*).
- Step 4.** Multiply the Bond Redemption Amount computed pursuant to Step 3 by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed (*the "Redemption Premium"*).
- Step 5.** Compute the amount needed to pay interest on the Bond Redemption Amount starting with the first Bond interest payment date after which the prepayment has been received until the earliest redemption date for the Outstanding Bonds. However, if Bonds are callable at the first interest payment date after the prepayment has been received, Steps 5, 6 and 7 of this prepayment formula will not apply.
- Step 6.** Compute the amount of interest the Authority reasonably expects to derive from reinvestment of the Bond Redemption Amount plus the Redemption Premium from the first Bond interest payment date after which the prepayment has been received until the redemption date for the Outstanding Bonds.
- Step 7.** Take the amount computed pursuant to Step 5 and subtract the amount computed pursuant to Step 6 (*the "Defeasance Requirement"*).

- Step 8.** Determine the costs of computing the prepayment amount, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption (the *“Administrative Fees and Expenses”*).
- Step 9.** If and to the extent so provided in the indenture pursuant to which the Outstanding Bonds to be redeemed were issued, a reserve fund credit shall be calculated as a reduction in the applicable reserve fund for the Outstanding Bonds to be redeemed pursuant to the prepayment (the *“Reserve Fund Credit”*).
- Step 10.** The Special Tax prepayment is equal to the sum of the amounts computed pursuant to Steps 3, 4, 7, and 8, less the amount computed pursuant to Step 9 (the *“Prepayment Amount”*).

3. *Partial Prepayments*

A partial prepayment may be made in an amount equal to any percentage of full prepayment desired by the party making a partial prepayment, except that the full amount of administrative fees and expenses determined in Step 3 of Section G.1 or Step 8 of Section G.2 shall be included in the partial prepayment. The Maximum Special Tax that can be levied on an Assessor’s Parcel after a partial prepayment is made is equal to the Maximum Special Tax that could have been levied prior to the prepayment, reduced by the percentage of a full prepayment (less the amount collected for administrative fees and expenses) that the partial prepayment (less the amount collected for administrative fees and expenses) represents, all as determined by or at the direction of the Administrator.

H. INTERPRETATION OF SPECIAL TAX FORMULA

The Authority reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the Authority’s discretion. Interpretations may be made by the Authority by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Amended RMA.

I. APPEAL OF SPECIAL TAX LEVY

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the Administrator not later than one calendar year after having paid the Special Tax that is disputed. The Administrator shall promptly review the appeal and, if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and decide the appeal. If the property owner disagrees with the Administrator’s decision relative to the appeal, the owner may then file a written appeal with the Board whose subsequent decision shall be binding. If the decision of the Administrator (if the appeal is not filed with the Board) or the Board (if the appeal is filed with the Board) requires the Special Tax to be modified or changed in favor of the property owner, no cash refund shall be made for prior years’ Special Tax levies, but an adjustment shall be made to the next Special Tax levy(ies). This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

EXHIBIT 1

RIVER ISLANDS PUBLIC FINANCING AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2016-1
(RIVER ISLANDS SUPPLEMENTAL)

CERTIFICATE OF MODIFICATION OF SPECIAL TAX

1. Pursuant to Section C.3 of the Amended Rate and Method of Apportionment of Special Tax (the "Amended Rate and Method") for the River Islands Public Financing Authority Community Facilities District No. 2016-1 (River Islands Supplemental) ("CFD No. 2016-1"), the Maximum Special Tax for a Parcel of Residential Property within CFD No. 2016-1 has been modified as follows:

Assessor's Parcel Number	Maximum Special Tax Fiscal Year 2016-17 *
XXX-XX-XXX	\$[] per Unit

** On July 1, 2017, and on each July 1 thereafter, the Maximum Special Taxes shown in the table above shall be increased by an amount equal to two percent (2%) of the amount in effect for the prior Fiscal Year.*

2. The Maximum Special Tax for Residential Property may only be modified prior to the First Transfer Date (i.e., the date of the first transfer of ownership to a private homeowner after a building permit for new construction was issued).
3. Upon execution of this Certificate by CFD No. 2016-1, CFD No. 2016-1 shall cause an amended notice of Special Tax lien for CFD No. 2016-1 to be recorded reflecting the modifications set forth herein.

The undersigned acknowledges receipt of this certificate and of the modification of the Maximum Special Tax as set forth in this Certificate. Capitalized undefined terms used herein have the meanings ascribed thereto in the Amended Rate and Method.

River Islands Public Financing Authority
Community Facilities District No. 2016-1 (River Islands Supplemental)

By: _____ Date: _____

EXHIBIT C

RIVER ISLANDS PUBLIC FINANCING AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2016-1
(RIVER ISLANDS SUPPLEMENTAL)

MAXIMUM SPECIAL TAXES FOR ZONE 4 OF THE CFD

The table below identifies the Maximum Special Tax for Taxable Property within Tax Zone 4 and all Parcels that annex into Tax Zone 4.

TAX ZONE 4
MAXIMUM SPECIAL TAXES

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2016-17 *</i>
Residential Property	\$7,500 per Unit
Other Property	\$0 per Acre
Undeveloped Property	\$0 per Acre

** On July 1, 2017, and on each July 1 thereafter, the Maximum Special Taxes shown in Table 1 above shall be increased by an amount equal to two percent (2%) of the amount in effect for the prior Fiscal Year.*

EXHIBIT D

**RIVER ISLANDS PUBLIC FINANCING AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2016-1
(RIVER ISLANDS SUPPLEMENTAL)
ANNEXATION NO. 8**

**ASSESSOR'S PARCEL NUMBER(S) AND OWNER(S) OF LAND WITHIN
ANNEXATION NO. 8 TO RIVER ISLANDS PUBLIC FINANCING AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2016-1
(RIVER ISLANDS SUPPLEMENTAL)**

Name(s) of Property Owner(s)	San Joaquin County Assessor's Parcel No.
River Islands Stage 2A, LLC	210-400-14, 210-400-17

Recording Requested by and
Please Return to:

City Clerk
City of Lathrop
390 Towne Centre Drive
Lathrop, California 95330

*This Instrument Benefits City Only.
No Fee Required.*



This Space Above for Recorder's Use Only

**IRREVOCABLE OFFER OF DEDICATION OF EASEMENT
FOR PUBLIC ROADWAY PURPOSES AND PUBLIC UTILITY EASEMENT
(TRACT 4050 – OFFSITE ROADWAY DEDICATION – MULHOLLAND DRIVE)**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, River Islands Stage 2A, LLC, a Delaware limited liability company, hereby grant(s) to the CITY OF LATHROP, a municipal corporation in the County of San Joaquin, State of California, an easement for ingress, egress and road purposes, and a public utility easement (PUE), over and across the hereinafter described real property situated in City of Lathrop and more particularly described as follows:

SEE EXHIBIT “A” ATTACHED HERETO AND MADE A PART HEREOF

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California, and may be accepted at any time by the City Engineer of the City of Lathrop. This Offer of Dedication may be terminated, and right to accept such offer abandoned in the same manner as is prescribed for the vacation of streets or highways by Part 3 of Division 9, or Chapter 2 of Division 2 of the Streets and Highways Code of the State of California, whichever is applicable.

The above described easement is to be kept open, clear and free from buildings and structures of any kind. This Offer of Dedication shall be irrevocable and shall be binding on the Grantor’s heirs, executors, administrators, successors and assigns.

SIGNATURES:

Signed this _____ day of _____, 2020

RIVER ISLANDS STAGE 2A, LLC
a Delaware limited liability company

By: _____

Name: Susan Dell’Osso

Its: President

(Notary Acknowledgment Required for Each Signatory)

EXHIBIT "A"
LEGAL DESCRIPTION
OFFSITE ROADWAY DEDICATION AND ADJACENT PUBLIC UTILITY EASEMENT
MULHOLLAND DRIVE

(See Attached)

Recording Requested by and
Please Return to:

City Clerk
City of Lathrop
390 Towne Centre Drive
Lathrop, California 95330

*This Instrument Benefits City Only.
No Fee Required.*

This Space Above for Recorder's Use Only

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FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, River Islands Stage 2A, LLC, a Delaware limited liability company, hereby grant(s) to the CITY OF LATHROP, a municipal corporation in the County of San Joaquin, State of California, an easement for ingress, egress and road purposes, and a public utility easement (PUE), over and across the hereinafter described real property situated in City of Lathrop and more particularly described as follows:

SEE EXHIBIT “A” ATTACHED HERETO AND MADE A PART HEREOF

This Offer of Dedication is made pursuant to Section 7050 of the Government Code of the State of California, and may be accepted at any time by the City Engineer of the City of Lathrop. This Offer of Dedication may be terminated, and right to accept such offer abandoned in the same manner as is prescribed for the vacation of streets or highways by Part 3 of Division 9, or Chapter 2 of Division 2 of the Streets and Highways Code of the State of California, whichever is applicable.

The above described easement is to be kept open, clear and free from buildings and structures of any kind. This Offer of Dedication shall be irrevocable and shall be binding on the Grantor’s heirs, executors, administrators, successors and assigns.

SIGNATURES:

Signed this _____ day of _____, 2020

RIVER ISLANDS STAGE 2A, LLC
a Delaware limited liability company

By: _____

Name: Susan Dell’Osso

Its: President

(Notary Acknowledgment Required for Each Signatory)

This is to certify that the interest in real property offered herein to the City of Lathrop is hereby acknowledged by the undersigned, City Clerk, on behalf of the City of Lathrop City Council to authority conferred by the Lathrop Municipal Code and the grantee(s) consent(s) to the recordation thereof by its duly authorized officer

TERESA VARGAS, CITY CLERK

By: _____

Date: _____

EXHIBIT "A"
LEGAL DESCRIPTION
OFFSITE ROADWAY DEDICATION AND ADJACENT PUBLIC UTILITY EASEMENT
MULHOLLAND DRIVE

(See Attached)

EXHIBIT "A"

LEGAL DESCRIPTION
IRREVOCABLE OFFER OF DEDICATION FOR RIGHT-OF-WAY PURPOSES
TRACT 4050 (OFFSITE ROADWAY DEDICATION)
RIVER ISLANDS, STAGE 2A
LATHROP, CALIFORNIA

CERTAIN REAL PROPERTY SITUATE IN THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 17, AS SAID PARCEL IS SHOWN ON THE MAP ENTITLED "TRACT 3908, RIVER ISLANDS, STAGE 2A, LARGE LOT FINAL MAP", FILED SEPTEMBER 20, 2018, IN BOOK 43 OF MAPS AND PLATS, AT PAGE 52, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHWEST CORNER OF PARCEL A OF SAID TRACT 3908, SAID POINT ALSO BEING THE EASTERLY TERMINUS OF COURSE L169, LABELED AS "NORTH 72°18'53" 70.00 FEET", ALL AS SHOWN ON SHEET 16 OF SAID MAP OF TRACT 3908;

THENCE ALONG THE WESTERN LINE OF SAID PARCEL A, THE FOLLOWING TWO COURSES:

- 1) SOUTH 17°41'07" EAST 222.78 FEET,
- 2) ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1966.00 FEET, THROUGH A CENTRAL ANGLE OF 00°15'30", AN ARC DISTANCE OF 8.86 FEET;

THENCE LEAVING SAID WESTERN LINE, CONTINUING ALONG THE SOUTHEASTERLY PROLONGATION OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°54'29", AN ARC DISTANCE OF 65.48 FEET;

THENCE, SOUTH 65°47'31" EAST 35.77 FEET;

THENCE, SOUTH 17°39'23" EAST 60.13 FEET;

THENCE, SOUTH 22°43'04" WEST 35.85 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1970.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 66°54'27" EAST, THROUGH A CENTRAL ANGLE OF 04°25'31", AN ARC DISTANCE OF 152.16 FEET;

THENCE, SOUTH 73°19'41" EAST 35.85 FEET;

THENCE, SOUTH 29°08'18" EAST 60.00 FEET;

THENCE, SOUTH 15°03'05" WEST 35.85 FEET;

THENCE SOUTHEASTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1970.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 59°14'29" EAST, THROUGH A CENTRAL ANGLE OF 13°52'49", AN ARC DISTANCE OF 477.25 FEET TO THE SOUTHWESTERN LINE OF SAID PARCEL 17 AS SHOWN ON SAID MAP, BEING THE NORTHERN TERMINUS OF COURSE L187, LABELED AS "NORTH 44°10'58" EAST", ALL AS SHOWN ON SHEET 16 OF SAID MAP;

THENCE, ALONG THE SOUTHWESTERN LINE OF SAID PARCEL 17, RESPECTIVELY, AS SHOWN ON SAID MAP, THE FOLLOWING EIGHT (8) COURSES:

- 1) SOUTH 44°10'58" WEST 60.01 FEET,
- 2) NORTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2030.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 45°19'34" EAST, THROUGH A CENTRAL ANGLE OF 13°59'37", AN ARC DISTANCE OF 495.80 FEET,
- 3) NORTH 76°19'13" WEST 35.75 FEET,
- 4) NORTH 33°38'55" WEST 66.02 FEET,
- 5) NORTH 16°01'56" EAST 36.08 FEET,
- 6) NORTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2036.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 62°34'36" EAST, THROUGH A CENTRAL ANGLE OF 09°44'17", AN ARC DISTANCE OF 346.04 FEET,
- 7) NORTH 17°41'07" WEST 222.78 FEET, AND
- 8) NORTH 72°18'53" EAST 70.00 FEET TO SAID POINT OF BEGINNING.

CONTAINING 81,712 SQUARE FEET, MORE OR LESS.

A PLAT OF THE ABOVE DESCRIBED EASEMENT IS ATTACHED HERETO AS **EXHIBIT "B"** AND BY THIS REFERENCE MADE A PART HEREOF.

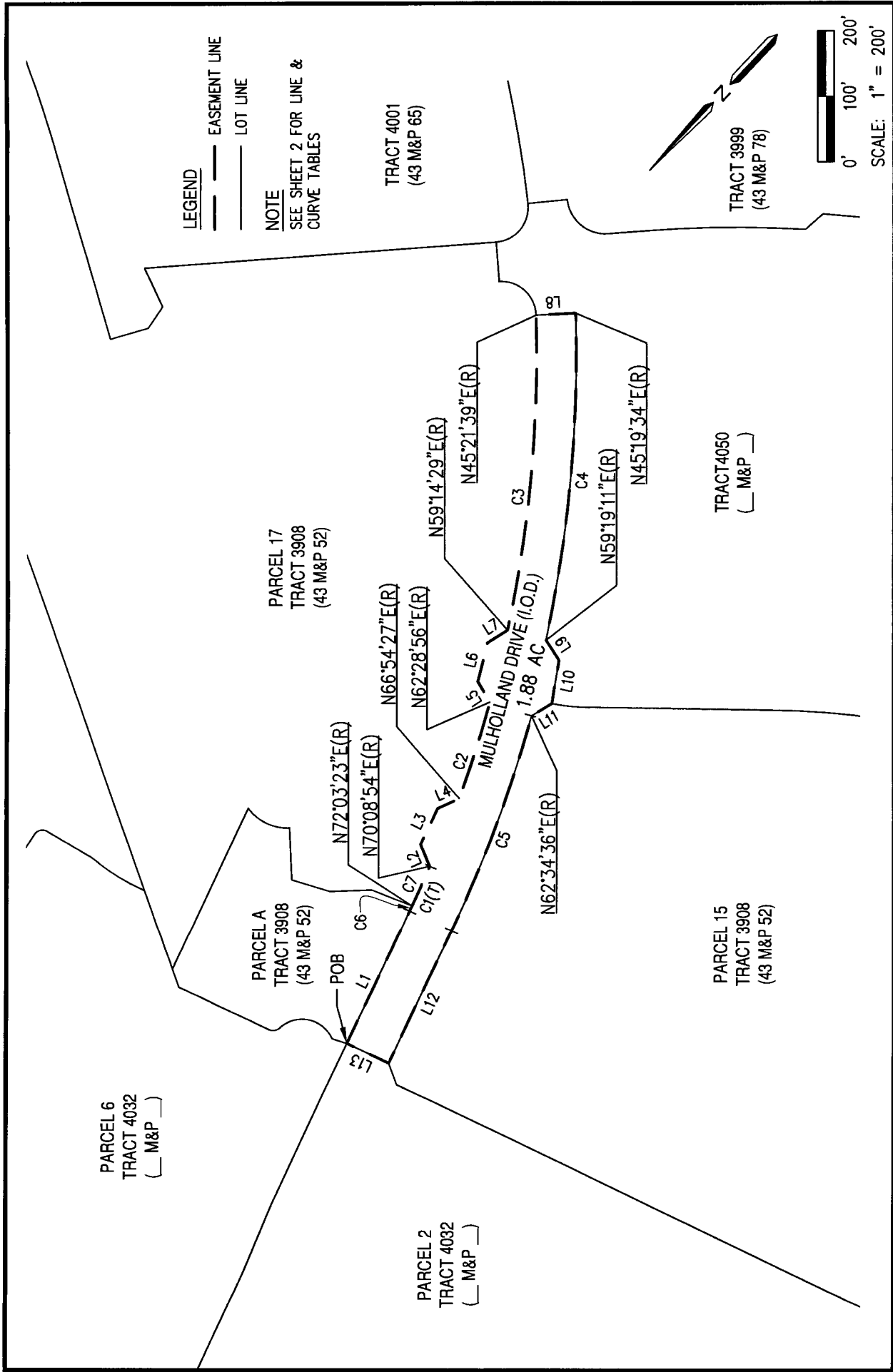
END DESCRIPTION

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYOR'S ACT.

WILLIAM M. KOCH
PROFESSIONAL LAND SURVEYOR
CALIFORNIA NO. 8092

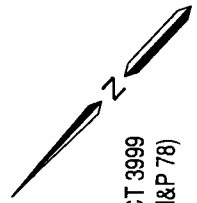


DATE



LEGEND
 --- EASEMENT LINE
 --- LOT LINE

NOTE
 SEE SHEET 2 FOR LINE &
 CURVE TABLES



0' 100' 200'
 SCALE: 1" = 200'



EXHIBIT "B"
RIVER ISLANDS - STAGE 2A
 TRACT 4050
 ROADWAY EASEMENT - MULHOLLAND DRIVE

CITY OF LATHROP
 SAN JOAQUIN COUNTY
 CALIFORNIA

SCALE: 1" = 200'	
DRAWN BY: JC	
FILE: 25502-PLAT-VILLAGE 2_MULHOLLAND DR 100.MXD	
DATE: 9/29/2020	SHEET: 1 OF 2

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N17°41'07"W	222.78'
L2	N65°47'31"W	35.77'
L3	N17°39'23"W	60.13'
L4	N22°43'04"E	35.85'
L5	N73°19'41"W	35.85'
L6	N29°08'18"W	60.00'
L7	N15°03'05"E	35.85'
L8	N44°10'58"E	60.01'
L9	N76°19'13"W	35.75'
L10	N33°38'55"W	66.02'
L11	N16°01'56"E	36.08'
L12	N17°41'07"W	222.78'
L13	N72°18'53"E	70.00'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	1966.00'	2°09'59"	74.34'
C2	1970.00'	4°25'31"	152.16'
C3	1970.00'	13°52'49"	477.25'
C4	2030.00'	13°59'37"	495.80'
C5	2036.00'	9°44'17"	346.04'
C6	1966.00'	0°15'30"	8.86'
C7	1966.00'	1°54'29"	65.48'

SCALE: N/A

DRAWN BY: JC

FILE: 25502-PLAT-VILLAGE Z_MULHOLLAND DR 100.DWG

DATE: 9/29/2020

SHEET: 2 OF 2

EXHIBIT "B"
RIVER ISLANDS - STAGE 2A
 TRACT 4050
 ROADWAY EASEMENT - MULHOLLAND DRIVE
 SAN JOAQUIN COUNTY
 CALIFORNIA



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