

September 13, 2021 – 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
Jennifer Torres-O'Callaghan, Vice Mayor
Paul Akinjo
Minnie Diallo
Diane Lazard

City Staff

Stephen Salvatore, City Manager
Salvador Navarrete, City Attorney
Teresa Vargas, Government Services
Director / 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, Recreation and
Maintenance Services Director
Lieutenant Michael Alagna, Acting 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.



SEPTEMBER 13, 2021 – Regular Meeting Agenda – 7:00 p.m.



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See Reverse

IMPORTANT NOTICE REGARDING THIS MEETING & COVID-19

On March 4, 2020, Governor Newsom proclaimed a State of Emergency in California as a result of the threat of COVID-19. On March 12, 2020, Governor Newsom issued Executive Order N-25-20, which allows Council Meetings to be conducted telephonically. On March 17, 2020, Governor Newsom issued Executive Order N-29-20, which allows for the public to participate in any meeting of the City Council by electronic means. This meeting is being conducted in person and by utilizing teleconferencing/electronic means consistent with State of California Executive Order N-29-20, dated March 17, 2020, and recent State Orders regarding the COVID-19 pandemic. In accordance with Executive Order N-29-20, the public may view the meeting on television and/or online.

Council Meetings are live-streamed (with Closed Captioning) on Comcast Cable Channel 97, and on the City Council Webpage: <https://www.ci.lathrop.ca.us/citycouncil/page/live-stream>

This meeting will be available for public participation by teleconference via ZoomGov at the following link:

<https://www.zoomgov.com/j/1618769673?pwd=bU5yT2NCV29RaEhik1V5WEIza25pUT09>

- ✚ During the meeting, those joining by ZoomGov, will be allowed to speak prior to the close of public comment on an item. If you are using this method, please “raise the hand” feature to inform the City Clerk (meeting host) you wish to speak on the matter. Please ensure your computer speaker and microphone are fully functional.
- ✚ For audio / calling in only, dial: +1 (669) 254 5252
 - To request to speak (same as the “raise hand” feature) press *9 / When the City Clerk calls your name, press *6 to unmute.
- ✚ Meeting Webinar ID: 161 876 9673/ Passcode: 670724
- ✚ If you are not able to attend the meeting in person or virtually - Public comment/questions will be accepted by email to City Clerk Teresa Vargas at website_cco@ci.lathrop.ca.us or by calling (209) 941-7230
- ✚ Questions or comments must be submitted by 4:00 p.m., on the day of the meeting.
- ✚ To address City Council in person, please submit a purple card to the City Clerk indicating name, address, and number of the item upon which a person wishes to speak.

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, or submit your request to speak via the "raise hand" feature in ZoomGov. 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. Please note, the Council Chamber has limited occupancy due to social distancing.

To leave a voice message for all Councilmembers simultaneously, dial (209) 941-7230. To send an e-mail for 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>

General Information

For reports citing supplemental documents relating to specific agenda items, these 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 and live streamed on the City's website.

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
Government Services Director / City Clerk
390 Towne Centre Drive
Lathrop, CA 95330
Telephone: (209) 941-7230

**CITY OF LATHROP
CITY COUNCIL REGULAR MEETING
MONDAY, SEPTEMBER 13, 2021
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 5:30 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 PUBLIC EMPLOYEE PERFORMANCE EVALUATION: Pursuant to Government Code Section 54957

- City Manager
- City Attorney

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 NATIONAL NIGHT OUT COMMUNITY APPRECIATION AWARDS

2.2 RECOGNITION TO SAN JOAQUIN COUNTY SHERIFF'S CAPTAIN RYAN BIEDERMANN, FOR HIS SERVICES AS LATHROP'S FORMER POLICE CHIEF

- 2.3 INTRODUCTION AND OATH OF OFFICE OF NEWLY APPOINTED LATHROP POLICE CHIEF RAYMOND BECHLER (COMMISSION STARTING JULY 1, 2022)
- 2.4 INNOVATION IN THE VALLEY: AN UPDATE ON IHUB SAN JOAQUIN

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 Special Council Meeting of July 7, 2021 and Regular Council Meeting of July 12, 2021
- 4.3 AUTHORIZE THE PURCHASE OF 12 NEW POLICE VEHICLES FOR THE NEW LATHROP POLICE DEPARTMENT
Adopt a Resolution Authorizing the Purchase of 12 New Police Vehicles for the New Lathrop Police Department in a Not to Exceed Amount of \$505,200
- 4.4 AWARD CONSTRUCTION CONTRACT TO BENTON FENCE & DRILLING, INC. FOR THE GENERATIONS CENTER SKATE PARK FENCE, CIP PK 22-13 AND APPROVE RELATED BUDGET AMENDMENT
Adopt a Resolution Awarding a Construction Contract to Benton Fence & Drilling, Inc. for the Generations Center Skate Park Fence, CIP PK 22-13, and Approve Related Budget Amendment

- 4.5 ACCEPTANCE OF PUBLIC IMPROVEMENTS CONSTRUCTED BY MIKE BROWN ELECTRIC CO. FOR TRAFFIC SIGNAL INSTALLATION – INTERSECTION OF GOLDEN VALLEY PARKWAY & SPARTAN WAY, CIP PS 18-03
Adopt a Resolution Accepting Public Improvements Constructed by Mike Brown Electric Co. for Traffic Signal Installation – Intersection of Golden Valley Parkway & Spartan Way, CIP PS 18-03, Authorize the Filing of a Notice of Completion, Release of Contract Retention, Release of Performance and Payment Bonds, and Approve Related Budget Amendment
- 4.6 ACCEPTANCE OF PUBLIC IMPROVEMENTS CONSTRUCTED BY DSS COMPANY DBA KNIFE RIVER CONSTRUCTION FOR LOUISE AVENUE PAVEMENT REHABILITATION, CIP PS 18-01 AND APPROVAL OF RELATED BUDGET AMENDMENT
Adopt a Resolution Accepting Public Improvements Constructed by DSS Company dba Knife River Construction for Louise Avenue Pavement Rehabilitation, CIP PS 18-01, Authorize the Filing of a Notice of Completion, Release of Contract Retention, Release of Performance and Payment Bonds, and Approve Related Budget Amendment
- 4.7 ACCEPTANCE OF PUBLIC IMPROVEMENTS WITH ASSOCIATED CONDITIONS FOR TRACT 4018, PHASE 1B2, IN THE CENTRAL LATHROP SPECIFIC PLAN FROM LATHROP LAND ACQUISITION, LLC
Adopt a Resolution Accepting Public Improvements with Associated Conditions for Tract 4018, Phase 1B2, in the Central Lathrop Specific Plan from Lathrop Land Acquisition, LLC
- 4.8 APPROVAL OF PROFESSIONAL CONSULTING SERVICES AGREEMENT FOR ON-CALL GIS SERVICES WITH CONDOR EARTH TECHNOLOGIES, INC. AND A RELATED BUDGET AMENDMENT
Adopt a Resolution Approving a Professional Consulting Services Agreement with Condor Earth Technologies, Inc. to Provide On-Call GIS Services and a Related Budget Amendment
- 4.9 APPROVAL OF TASK ORDER NO. 24 WITH 4LEAF, INC., FOR INTERIM CHIEF BUILDING OFFICIAL CONSULTING SERVICES
Adopt a Resolution Approving Task Order No. 24 to Provide Interim Chief Building Official Consulting Services, Pursuant to Master Consulting Agreement dated September 21, 2015 with 4Leaf, Inc.
- 4.10 APPROVAL OF PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH LDA PARTNERS, INC. FOR THE CITY'S MUNICIPAL CORPORATION YARD IMPROVEMENTS, CIP GG 21-13
Adopt a Resolution Approving a Professional Consulting Services Agreement with LDA Partners, Inc. to Provide Design Engineering Services for the City's Municipal Corporation Yard Improvements, CIP GG 21-13

- 4.11 APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH WGR SOUTHWEST, INC. TO PROVIDE SMALL CONSTRUCTION PROJECT INSPECTION SUPPORT FOR THE CITY'S STORM WATER DISCHARGE PERMIT SD 22-32 AND RELATED BUDGET AMENDMENT
Adopt a Resolution Approving a Professional Services Agreement with WGR Southwest, Inc., to Provide Small Construction Project Inspection Support for the Phase II Small MS4 Storm Water Discharge Permit Regulatory Compliance Program SD 22-32 and Related Budget Amendment
- 4.12 APPROVAL OF RESERVE WASTEWATER TREATMENT CAPACITY TRANSFER FROM CITY OF LATHROP TO SAYBROOK CLSP, LLC AND A RELATED BUDGET AMENDMENT
Adopt a Resolution Approving the Sale and Transfer Agreement of Reserve Wastewater Treatment Capacity in the Consolidated Treatment Facility from City of Lathrop to Saybrook CLSP, LLC and a Related Budget Amendment

RIVER ISLANDS CONSENT ITEM(S)

- 4.13 APPROVAL OF FINAL MAP, COMMON USE AGREEMENT AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 59 LOTS IN TRACT 4069 VILLAGE "OO2" WITHIN LAKESIDE WEST DISTRICT OF RIVER ISLANDS
Adopt a Resolution Approving Final Map for Tract 4069 Village "OO2" within the Lakeside West District, Totaling 59 Single Family Lots, a Common Use Agreement and a Subdivision Improvement Agreement with River Islands Stage 2B, LLC
- 4.14 APPROVAL OF FINAL MAP, COMMON USE AGREEMENT, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 48 LOTS IN TRACT 4089 VILLAGE "HH1" WITHIN OLD RIVER DISTRICT OF RIVER ISLANDS
Adopt a Resolution Approving Final Map for Tract 4089 Village "HH1" within the Old River District, Totaling 48 Single Family Lots, a Common Use Agreement, and a Subdivision Improvement Agreement with River Islands Stage 2B, LLC
- 4.15 APPROVAL OF FINAL MAP, COMMON USE AGREEMENT, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 48 LOTS IN TRACT 4091 VILLAGE "GG1" WITHIN OLD RIVER DISTRICT OF RIVER ISLANDS
Adopt a Resolution Approving Final Map for Tract 4091 Village "GG1" within the Old River District, Totaling 48 Single Family Lots, a Common Use Agreement, CFD Annexation No. 24, and a Subdivision Improvement Agreement with River Islands Stage 2B, LLC

5. SCHEDULED ITEMS

- 5.1 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER TENTATIVE SUBDIVISION MAP TSM-21-15 AND MINOR VARIANCE MV-21-70 FOR THE WARREN AVENUE SUBDIVISION PROJECT

Council to Consider the Following:

1. Hold a Public Hearing; and
2. Adopt a Resolution Approving Tentative Subdivision Map (TSM-21-15) and Minor Variance (MV-21-70) for the Proposed Warren Avenue Subdivision Project

5.2 PUBLIC HEARING (PUBLISHED NOTICE) TO ADOPT AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP, CALIFORNIA, AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY COUNCIL OF THE CITY OF LATHROP AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

Council to Consider the Following:

1. Hold a Public Hearing; and
2. Adopt an Urgency Ordinance of the City Council of the City of Lathrop, California, Authorizing an Amendment to the Contract Between the City Council of the City of Lathrop and the Board of Administration of the California Public Employees' Retirement System

5.3 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER FIRST READING AND INTRODUCTION OF AN ORDINANCE AMENDING LATHROP MUNICIPAL CODE TITLE 8 "HEALTH & SAFETY", CHAPTER 8.16 "GARBAGE COLLECTION AND DISPOSAL" TO INCLUDE "MANDATORY ORGANIC WASTE DISPOSAL REDUCTION" TO ENSURE STATE REGULATION COMPLIANCE FOR RESIDENTIAL AND COMMERCIAL GENERATORS

Council to Consider the Following:

1. Hold a Public Hearing; and
2. First Reading and Introduction of an Ordinance Amending the Lathrop Municipal Code Title 8 "Health and Safety", Chapter 8.16 Entitled, "Garbage and Collection Disposal", Section 8.16.010 Entitled "Definitions" and Adding a New Section 8.16.290 Entitled "Mandatory Organics Waste Disposal Reduction" and Section 8.16.300 Entitled "Violations"

5.4 FISCAL YEAR (FY) 2020/21 YEAR-END BUDGET REPORT AND RELATED AMENDMENTS

Adopt Resolution Approving the FY 2020/21 Year-End Report and Related Budget Amendments

5.5 CITY COUNCIL TO RECEIVE PROJECT STATUS FOR CIP WW 20-17 SURFACE WATER DISCHARGE PROJECT, AND CONSIDER APPROVAL OF RELATED DEVELOPER FUNDING AGREEMENTS, CONSTRUCTION CONTRACTS, PROFESSIONAL CONSULTING SERVICES AGREEMENT, RATIFICATION OF EQUIPMENT AND MATERIAL PURCHASES, RATIFICATION OF OUTFALL PERMIT AGREEMENT, AND RELATED BUDGET AMENDMENT

Adopt a Resolution Related to CIP WW 20-17 Surface Water Discharge Project:

- Approving Funding Agreements with River Islands Development, LLC, Saybrook CLSP, LLC, and Richland Crossroads, L.P.,
- Awarding Construction Contract to Cushman Contracting Corporation for Dechlorination Facilities,
- Awarding Construction Contract to Teichert & Son, Inc. dba Teichert Construction for Pipeline and River Outfall Construction,
- Approving Professional Consulting Services Agreement with TRC Engineers, Inc. for Professional Engineering Consulting Services and Construction Management,
- Ratifying Equipment and Material Purchases,
- Ratifying Outfall Permit Agreement with Reclamation District 17, and Approving Related Budget Amendment

5.6 DISCUSS INSTALLATION OF CAMERA SURVEILLANCE SYSTEM FOR MAJOR CITY PARKS

Council to Discuss, Provide Direction to Staff and Adopt a Resolution Authorizing Installation and Budget Amendment Necessary for a Camera Surveillance System for Major City Parks

5.7 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER A RESOLUTION REMOVING LATHROP ROAD, BETWEEN HARLAN ROAD AND MCKINLEY AVENUE, AS AN APPROVED TRUCK ROUTE PURSUANT TO LATHROP MUNICIPAL CODE 10.16.030

Council to Consider the Following:

1. Hold a Public Hearing; and
2. Adopt a Resolution Removing Lathrop Road Between Harlan Road and McKinley Avenue as an Approved Truck Route Pursuant to LMC 10.16.030

5.8 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER A MUNICIPAL CODE AMENDMENT TO AMEND TITLE 5, BUSINESS LICENSES AND REGULATIONS, CHAPTER 5.04, BUSINESS LICENSES GENERALLY, CHAPTER 5.26, PROHIBITION AGAINST COMMERCIAL CANNABIS, AND TITLE 17, ZONING, CHAPTER 17.18, PROHIBITED CANNABIS ACTIVITIES (TA-21-116)

Council to Consider the Following:

1. Hold a Public Hearing; and
2. First Reading and Introduction of an Ordinance Amending Title 5, Business Licenses and Regulations, Chapter 5.04, Business Licenses Generally, Chapter 5.26, Prohibition Against Commercial Cannabis, and Title 17, Zoning, Chapter 17.18, Prohibited Cannabis Activities

6. COUNCIL COMMUNICATIONS

- 6.1 MAYOR DHALI WAL REFERRAL - Appointment of One (1) Member of the City Council to the Local Agency Formation Commission (LAFCo) as an Alternate Member, with Term Ending May 1, 2023. *This appointment will be considered for approval from the San Joaquin County City Selection Committee in late September.*
- 6.2 MAYOR DHALI WAL REFERRAL - Appointment of One (1) Member to the Measure C Oversight Committee with Term Expiring June 30, 2024
- One (1) Application Received
- 6.3 MAYOR DHALI WAL REFERRAL - Appointment of Four (4) Members to the Youth Advisory Commission with Term Expiring May 31, 2022
- Five (5) Applications Received
- 6.4 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S)
- *Central Valley Executive Committee/LOCC (Akinjo/Diallo)*
 - *Council of Governments (Lazard/Diallo)*
 - *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)*
 - *LAFCo (Dhaliwal)*
- 6.5 MAYOR & COUNCILMEMBER COMMENT(S)

7. ADJOURNMENT

/Teresa Vargas/

Teresa Vargas, CMC
City Clerk



**CITY OF LATHROP
CITY COUNCIL SPECIAL MEETING
WEDNESDAY, JULY 7, 2021, 5:00 P.M.
COUNCIL CHAMBER, CITY HALL
390 Towne Centre Drive, Lathrop, CA 95330**

MINUTES

IMPORTANT NOTICE REGARDING THIS MEETING & COVID-19

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PLEASE NOTE: The Special Meeting commenced at 5:00 p.m. Closed Session followed after the conclusion of Item 2.1.

1. PRELIMINARY

- 1.1 CALL TO ORDER – Vice Mayor Torres-O’Callaghan called the meeting to order at 5:00 p.m.

Director of Government Services / City Clerk (City Clerk) Teresa Vargas provided an overview on ZoomGov login instructions for those joining virtually.

- 1.2 ROLL CALL Present: Vice Mayor Torres-O’Callaghan;
Councilmembers: *Akinjo, Diallo and Lazard

Absent: Mayor Dhaliwal

**Councilmember Akinjo arrived and joined the meeting at 5:08 p.m. after roll call was taken.*

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

2. SCHEDULED ITEMS

Community Development Director Mark Meissner provided a brief summary and introduced City Consultant Ben Ritchie (Principal, De Novo Planning Group) and Principal Planner Rick Caguiat.

- 2.1 DRAFT GENERAL PLAN LAND USE MAP

City Consultant Ben Ritchie (Principal, De Novo Planning Group) provided the presentation. A discussion was ensued that included various topics, such as: a General Plan overview, summary of the General Plan process and completed tasks; an overview on outreach efforts and summary report; visioning workshops; outreach guiding principles; draft preferred Land Use Map; overview of Planning Commission workshop held June 16, 2021; workshop objectives; next steps and proposed parcel change requests.

A question and answer period ensued throughout the presentation. Councilmembers discussed additional topics, such as: the environmental justice process and compliance with State law; Environmental Impact Reports; the 200 year flood control project; land use options; formation of the Steering Committee; zoning in the historical Lathrop area, warehousing / industrial zoning areas; future landscaping and sound wall options near Lathrop High School; commercial truck traffic on Lathrop Road and roadway improvements on Dos Reis Road near Lathrop High School. City Manager Stephen Salvatore and Principal Planner Ricardo Caguiat provided additional information.

Jerry Lum (ZoomGov speaker) commented on the properties owned by his family on 7th Street; stated a land use zoning change to high density residential from medium density residential would be an ideal land use for their property; and stated a change to service commercial zone from neighborhood commercial for the La Reina Market would also be ideal. Lawrence Abbott (ZoomGov speaker) commented on being part of a prior General Plan Advisory Committee; expressed concern with special interest groups; and advocated for additional open space and park land. Adriana Lopez (in person speaker) expressed appreciation to the City Council for the questions asked; expressed concern and commented various topics such as: formation of the Steering Committee; industrial businesses and automation; potential pollutants near the High School; open space options; and high density zoning and commercial truck traffic on Lathrop Road.

A question and answer period ensued. City Clerk Teresa Vargas provided additional information regarding the prior City Council meeting in which the formation of the Steering Committee was discussed.

Louie Tallerico (in person speaker, Manteca, CA) expressed concern with various matters related to future improvements proposed by City of Manteca on Roth Road and commercial truck traffic in the area. City Manager Stephen Salvatore provided additional information regarding the City's various attempts to solve regional transportation problems with local stakeholders in the area. Mary Meninga (in person speaker, Manteca, CA) expressed concerns related to the CenterPoint Project in Manteca, including commercial truck traffic routed through Lathrop Road. The question and answer period continued.

Lawrence Abbott (ZoomGov speaker) provided additional comments related to additional open space and park land. No further comments were provided.

The City Council concluded their review and provided comments regarding the Draft General Plan Land Use Map. Council consensus directing staff to further study the Land Use Map and initiate analysis/study of the Environmental Impact Report, and bring back policies for consideration related to traffic impacts.

Vice Mayor Torres-O'Callaghan adjourned to Closed Session at 7:38 p.m.

3. CLOSED SESSION

- 3.1 CONFERENCE WITH LEGAL COUNSEL: Anticipated Litigation – Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(b)
- 1 Potential Cases

RECONVENE – Vice Mayor Torres-O'Callaghan reconvened the meeting at 9:00 p.m.

3.2 REPORT FROM CLOSED SESSION

City Attorney Salvador Navarrete reported that direction was provided to staff and Legal Counsel; no other reportable action was taken.

4. **ADJOURNMENT** – There being no further business, Vice Mayor Torres-O'Callaghan adjourned the meeting at 9:01 p.m.



Teresa Vargas, CMC
City Clerk

This meeting was called by a majority of the City Council per Government Code Section 54956.5. Members of the public interested in addressing the City Council during this Special Meeting may address the item(s), which have been described in the notice of this Special Meeting in accordance with Government Code Section 54954.3(a).

**CITY OF LATHROP
CITY COUNCIL REGULAR MEETING
MONDAY, JULY 12, 2021
7:00 P.M.
COUNCIL CHAMBER, CITY HALL
390 Towne Centre Drive
Lathrop, CA 95330**

MINUTES

IMPORTANT NOTICE REGARDING THIS MEETING & COVID-19

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

1. PRELIMINARY

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

Absent: Lazard
- 1.3 INVOCATION – Senior Pastor Don Britton, Grace Community Church, provided the invocation.
- 1.4 PLEDGE OF ALLEGIANCE – Senior Pastor Britton led the pledge to 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 LATHROP POLICE DEPARTMENT PROJECT UPDATE, GG 21-11

City Consultant Dan Drummond (Municipal Resource Consulting Group) provided a verbal progress report on the Lathrop Police Department transition project, which included an overview of the Police Chief recruitment process, overview of the selection process, community survey results, and an update on dispatch communication options. A question and answer period followed. City Consultant Marcie Scott (Municipal Resource Consulting Group) provided additional information regarding the recruitment.

2.2 ECONOMIC DEVELOPMENT UPDATE

Economic Development Administrator Shelley Burcham provided a presentation related to economic development activity for the period of April 1, 2021 to June 30, 2021.

2.3 INFORMATION ON OPTIONS FOR CANNABIS REGULATION AND TAXATION

City Attorney Salvador Navarrete provided the presentation, which included a recap on the cannabis updated previously presented on February 8, 2021, information on various surrounding cities regarding their regulation of the sale of commercialized cannabis, and information on the various State license types and descriptions. A question and answer period ensued throughout the presentation. A consensus of the majority of Council directed staff to agendaize the matter to a Special Meeting scheduled for August 2, 2021, for further discussion the matter, including development of potential regulations to allow for the sale of commercialized cannabis, and the application and selection process.

2.4 MAYOR'S COMMITTEE REPORT(S)

- Parks & Recreation Update on Committee Events and Programs

Parks, Recreation and Maintenance Services Deputy Director Todd Sebastian reported the following past and upcoming events and programs:

- *Past Special Events*

Reported on past special events: Memorial Day Drive-in Event and Summer Movies in the Park.

- *Upcoming Special Events*

Provided an overview on various upcoming events: Family Fun Night, scheduled for August 6th, 6:00 p.m. to 8:30 p.m. at Mossdale Community Park; and Backyard Camp Out, scheduled for August 14th, registration available at: www.ci.lathrop.ca.us/parksrec

- *Special Announcements*

The City's Parks, Streets and Building Maintenance Services Division, formerly in Public Works, is now part of the Parks and Recreation Department. The newly combined divisions now form the Parks, Recreation & Maintenance Services Department.

- *Senior Programs*

Provided an overview on the reopening of the Senior Center and the Senior Center Open House event, event held on June 22, which included over 300 participants.

- *Leisure Classes*

Provided an overview on upcoming classes, which included Youth Karate, Tennis Camp, Paint Night, Puppy Training, Yoga Fitness, Zumba Fitness, and Skyhawk's Sports Camp.

- *Youth Development*

Provided an overview on upcoming youth workshops, which included Camp Lathrop, Out-of-a-Box Summer Fun, and Summer @ the Grind.

- *Sports Programs*

Provided an overview on upcoming sports programs, which included Jr. NBA, Junior Giants, NFL Flag, Adult Volleyball, and Mini Movers T-ball.

- *Maintenance Services*

Provided an overview on Maintenance Services activities, which included enhanced fleet maintenance services, and the completion of crack sealing in the Woodfield and Stonebridge neighborhoods.

- *Solid Waste & Recycling*

Provided an overview on Solid Waste & Recycling activities, which included the updated recycle bins with yellow lids were replaced at each city facility to differentiate solid waste from recycling, a product purchasing list was created for all departments that contains 30% or more post-consumer recyclable materials, created a training video for city staff to encourage recycling.

3. CITIZEN'S FORUM

Adriana Flores Lopez (in person speaker) expressed various concerns, including the San Joaquin Council of Governments involvement in regional transportation projects, commercial truck routes involving major arterial roads such as Lathrop Road, City of Manteca's CenterPoint Project, and CHP assistance for illegal truck routes compliance in residential areas. James Cadell (in person speaker) expressed various concerns, including the Roth Road realignment near his property, prior meetings with city staff regarding improvements on his property, code cases and recorded liens on his property.

Mayor Dhaliwal directed the City Engineer and Community Development to meet with Mr. Cadell regarding improvements to his property and permit application. Irene Torres (in person speaker) expressed concerns related to commercial truck traffic near her property on Lathrop Road. Margaret Louvano (in person speaker) expressed concerns related to recent improvements on Lathrop Road near her property. Mayor Dhaliwal directed Public Works to meet with Ms. Torres and Ms. Louvano regarding their concerns. Mary Meninga (in person speaker) expressed concerns related to commercial truck traffic on Lathrop Road

4. CONSENT CALENDAR

On a motion by Vice Mayor Torres-O'Callaghan, seconded by Mayor Dhaliwal, the City Council approved the Consent Calendar, including amendments to Item 4.9, by the following roll call vote, unless otherwise indicated:

Ayes: Akinjo, Diallo, Torres-O'Callaghan, and Dhaliwal
Noes: None
Absent: Lazard
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 Special Council Meetings of June 2, 2021 and June 3, 2021

4.3 SECOND READING AND ADOPTION OF ORDINANCE 21-421 BY TITLE ONLY AMENDING THE 2003 WEST LATHROP SPECIFIC PLAN FOR THE RIVER ISLANDS MODIFIED PHASE 2 PROJECT (SPA-20-34)

Waived full reading and adopted **Ordinance 21-421** by title only amending the 2003 West Lathrop Specific Plan for the River Islands Modified Phase 2 Project (SPA-20-34).

4.4 SECOND READING AND ADOPTION OF ORDINANCE 21-422 BY TITLE ONLY AMENDING THE ZONING MAP AND ZONING CODE TEXT FOR THE RIVER ISLANDS MODIFIED PHASE 2 PROJECT (REZ-20-35)

Waived full reading and adopted **Ordinance 21-422** by title only amending the Zoning Map and Zoning Code Text for the River Islands Modified Phase 2 Project (Rez-20-35).

- 4.5 SECOND READING AND ADOPTION OF ORDINANCE 21-423 BY TITLE ONLY FINDING CONSISTENCY WITH THE LATHROP GENERAL PLAN AND 2020 WEST LATHROP SPECIFIC PLAN AND APPROVAL OF THE SIXTH AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LATHROP, CALIFIA, LLC., AND RIVER ISLANDS DEVELOPMENT, LLC. (DA-20-39)

Waived full reading and adopted **Ordinance 21-423** by title only finding consistency with the Lathrop General Plan And 2020 West Lathrop Specific Plan and approval of the Sixth Amendment to the Development Agreement between the City Of Lathrop, Califia, LLC., and River Islands Development, LLC (DA-20-39).

- 4.6 SECOND READING AND ADOPTION OF ORDINANCE 21-424 BY TITLE ONLY AMENDING LATHROP MUNICIPAL CODE TITLE 13, CHAPTER 13.08 WATER CONSERVATION AND RATIONING IN ACCORDANCE WITH THE CITY OF LATHROP URBAN WATER MANAGEMENT PLAN 2020 AND WATER SHORTAGE CONTINGENCY PLAN

Waived full reading and adopted **Ordinance 21-424** by title only amending Lathrop Municipal Code Title 13, Chapter 13.08 Water Conservation and Rationing in accordance with the City of Lathrop Urban Water Management Plan 2020 and Water Shortage Contingency Plan.

- 4.7 SECOND READING AND ADOPTION OF ORDINANCE 21-425 OF THE CITY OF LATHROP LEVYING SPECIAL TAX WITHIN COMMUNITY FACILITIES DISTRICT NO. 2021-1 (GATEWAY BUSINESS PARK CITY SERVICES)

Waived full reading and adopted **Ordinance 21-425** by title only levying special tax within Community Facilities District No. 2021-1 (Gateway Business Park City Services) of the City of Lathrop.

- 4.8 CALPERS 457 PLAN ADOPTION

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

Adopted **Resolution 21-4920** approving the adoption of California Public Employee's Retirement System Deferred Compensation Plan (CalPERS 457 Plan).

- 4.9 ADOPT LATHROP POLICE DEPARTMENT POSITIONS

Pulled by Vice Mayor Torres-O'Callaghan and Councilmember Diallo. A question and answer period ensued. City Consultants Merle Switzer and Marcie Scott (Municipal Resource Group, LLC), and City Attorney Salvador Navarrete provided additional information.

Adopted **Resolution 21-4921** approving the creation of Police Department positions, job descriptions, sworn compensation plan, amended grade step table, and position control roster, as amended to reflect updated language on the Police Chief job description related to the additional requirements section, to state incumbents should be currently employed as sworn peace officers or retired sworn peace officers, in good standing, at the time employment offer is made.

- 4.10 ADOPTION OF 2021 ADEQUATE PROGRESS FINDING TOWARD PROVISION OF 200-YEAR URBAN LEVEL OF FLOOD PROTECTION FOR ISLAND RECLAMATION DISTRICT 2062 (RIVER ISLANDS PHASES 1 AND 2)

Adopted **Resolution 21-4922** adopting the 2021 Adequate Progress Findings toward providing a 200-Year Urban Level of Flood Protection in Phases 1 and 2 Levees of Island Reclamation District 2062 by the Year 2025, acting as the Land Use Agency.

- 4.11 VALIDATION OF THE JUNE 20, 2016 FINDING OF ADEQUATE PROGRESS IN THE MOSSDALE TRACT AREA

Adopted **Resolution 21-4923** validating the June 20, 2016, Urban Level of Flood Protection Finding of Adequate Progress in the Mosssdale Tract Area (Formally referred as Reclamation District 17 Basin), acting as the Land Use Agency.

- 4.12 AWARD CONSTRUCTION CONTRACT FOR CIP PS 06-06 RIVER ISLANDS PARKWAY WIDENING – PHASE 2 AND APPROVE RELATED BUDGET AMENDMENT

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

Adopted **Resolution 21-4924** awarding a Construction Contract to DSS Company dba Knife River Construction for CIP PS 06-06 River Islands Parkway Widening Project Phase 2, and approving related budget amendment.

- 4.13 APPROVAL OF TASK ORDERS NO. 22 AND NO. 23 WITH 4LEAF, INC. FOR PLAN CHECK AND STAFF AUGMENTATION SERVICES IN THE BUILDING DIVISION

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

Adopted **Resolution 21-4925** approving Task Orders No. 22 and No. 23 with 4LEAF, Inc., to provide Plan Check and Staff Augmentation Services in the Building Division Pursuant to Master Professional Services Consulting Agreement dated September 21, 2015 with 4LEAF, Inc.

4.14 APPROVAL OF TASK ORDER NO. 8 WITH INTERWEST CONSULTING GROUP, INC. FOR PLAN CHECK SERVICES IN THE BUILDING DIVISION

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

Adopted **Resolution 21-4926** approving Task Order No. No. 8 to provide plan check services in the Building Division pursuant to Master Consulting Agreement dated July 18, 2016 with Interwest Consulting Group, Inc.

4.15 APPROVAL OF NON-DISTURBANCE AND CONSENT AGREEMENT AND THIRD AMENDMENT TO THE SPRAYFIELD LEASE AGREEMENT DATED JULY 12, 2021, BETWEEN THE CITY OF LATHROP AND CALIFIA, LLC

Adopted **Resolution 21-4927** approving a Non-Disturbance and Consent Agreement and Third Amendment to the Sprayfield Lease Agreement dated July 12, 2021, between the City of Lathrop and Califia, LLC with option to purchase sprayfields.

4.16 APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 80 LOTS IN TRACT 4056 VILLAGE "DD2" WITHIN LAKESIDE EAST WEST DISTRICT OF RIVER ISLANDS

City Clerk Teresa Vargas announced corrected to title, citing the location was Lakeside West District of River Islands.

Adopted **Resolution 21-4928** approving Final Map for Tract 4056 Village "DD2" within the Lakeside East West District, totaling 80 single-family lots, and Subdivision Improvement Agreement with River Islands Stage 2B, LLC.

5. SCHEDULED ITEMS

5.1 AUTHORIZE NOTICE OF INTENT TO ADOPT THE GROUNDWATER SUSTAINABILITY PLAN FOR THE TRACY SUBBASIN

Public Works Director Michael King provided the presentation, which included an overview of the Sustainable Groundwater Management Act requirements, overview of reliable groundwater supplies, city's current standing the Act compliance plan process and related timeline. A question and answer period followed. City Manager Stephen Salvatore provided additional information on the matter.

On a motion by Vice Mayor Torres-O'Callaghan, seconded by Councilmember Diallo, the City Council adopted **Resolution 21-4929** authorizing a Notice of Intent to Adopt the Groundwater Sustainability Plan for the Tracy Subbasin, by the following roll call vote, unless otherwise indicated:

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

6. COUNCIL COMMUNICATIONS

- 6.1 MAYOR DHALI WAL REFERRAL – Appoint One (1) Member to the San Joaquin County Mosquito & Vector Control District Board of Trustees, with Term Ending December 31, 2024, due to Unexpired Term Vacancy
- One (1) Application Received

Mayor Dhaliwal made the following appointment:

<u>SJC Mosquito & Vector Control District</u>	<u>Term Expires</u>
Marianne Hope G. Datoc	December 31, 2024

On a motion by Vice Mayor Torres-O'Callaghan, seconded by Councilmember Diallo, the City Council approved the appointment made by Mayor Dhaliwal as noted above.

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

- 6.2 MAYOR DHALI WAL REFERRAL – Appoint Eleven of Thirteen (11 of 13) Members to the Youth Advisory Commission, with Term Ending May 31, 2022
- Eleven (11) Applications Received

<u>Youth Advisory Commission</u>	<u>Term Expires</u>
Amanpreet Atwal	May 31, 2022
Sarah Winkleblech	May 31, 2022
Justice Castaneda	May 31, 2022
Aidan Flores	May 31, 2022
John Wall Jr.	May 31, 2022
Emily Banh	May 31, 2022
Kimberly Auman	May 31, 2022
T'Ar Belvine	May 31, 2022
Jayden Wall	May 31, 2022
Pranav Vemparala	May 31, 2022
Juan Manuel Serrano	May 31, 2022

On a motion by Vice Mayor Torres-O'Callaghan, seconded by Councilmember Diallo, the City Council approved the appointment made by Mayor Dhaliwal as noted above.

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

Mayor Dhaliwal requested a referral on the next Regular Meeting agenda to discuss extending the Senior Advisory Commission terms expiring June 30, 2021, for year due to the COVID-19 pandemic. Council consensus agreed on the referral.

6.3 COUNCILMEMBER DIALLO REFERRAL – Social Media Policy

Councilmember Diallo provided an overview, requested that the City's Facebook account be used to promote attendance to City Council meetings and related information, and requested the creation of an Instagram account. A question and answer period ensued. City Clerk Teresa Vargas, City Attorney Salvador Navarrete, and City Manager Stephen Salvatore provided additional information. A discussion was had regarding the City's Social Media Policy, public records requests related to social media postings and government doctrine platforms, such as Nextdoor.

6.4 COUNCILMEMBER DIALLO REFERRAL – Shopping Cart Retrieval Program

Councilmember Diallo provided an overview, requested a shopping cart retrieval program and consideration of an ordinance regulating shopping cart wheel locks and cart retrieval requirements for existing and new retail stores that have anywhere from six (6) or more shopping carts available for customers carts. City Manager Stephen Salvatore and City Attorney Salvador Navarrete provided additional information. A question and answer period ensued. Council directed staff to work with retailers on an agreed shopping cart retrieval program and posting of CA Business and Professions Code 22435, et seq., regulating Shopping Cart Theft on entry/exits points of the business establishment.

6.5 VICE MAYOR TORRES-O'CALLAGHAN REFERRAL - Surveillance Camera(s) Installation at City Parks

Vice Mayor Torres-O'Callaghan provided an overview citing public safety measures and vandalism prevention. Council consensus directed staff to agendize the matter to a future City Council meeting.

6.6 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S)

City Manager Stephen Salvatore and Councilmember Akinjo reported on the \$20M award to the Valley Link Sustainable Blueprint Project from the Community Project Funds.

6.7 MAYOR & COUNCILMEMBER COMMENT(S)

Councilmember Akinjo commented on the importance of regional stakeholder participation on regional projects. Councilmember Diallo expressed her condolences to a local family for their loss. Vice Mayor Torres-O'Callaghan expressed similar sentiments. Mayor Dhaliwal commented on the upcoming National Night Out event.

7. **ADJOURNMENT** – There being no further business, Mayor Dhaliwal adjourned the meeting at 11:00 p.m.



Teresa Vargas, CMC
City Clerk

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ITEM: AUTHORIZE THE PURCHASE OF 12 NEW POLICE VEHICLES FOR THE NEW LATHROP POLICE DEPARTMENT

RECOMMENDATION: Adopt a Resolution Authorizing the Purchase of 12 New Police Vehicles for the New Lathrop Police Department in a Not to Exceed Amount of \$505,200

SUMMARY:

On June 14, 2021, the City Council approved the purchase of 11 new police vehicles for the new Lathrop Police Department. The Ford Police Interceptor Utility (PIU) Vehicle, which is designed based on the Ford Explorer platform, has been built specifically for law enforcement. The Ford PIU vehicle was selected as the standard patrol vehicle for the new Lathrop Police Department. The prior purchase included 8 Ford 2021 Police Interceptor Utility (PIU) Vehicles and 3 Dodge 2021 Charger AWD Vehicles.

Currently, the City owns 22 public safety vehicles (12 marked, 8 unmarked and 2 motorcycles) used by the San Joaquin County Sheriff (SJCS) to provide law enforcement services to the City. SJCS will continue to use these vehicles until the City transitions to the new Lathrop Police Department on July 1, 2022. Since the vehicles will be in-service until the transition is complete, the City will not have the ability to repurpose the vehicles with the proper badging and equipment until after the transition.

To ensure that the City has all the vehicles required to operate at full capacity on July 1, 2022, it is necessary to purchase an additional 12 vehicles (8 marked and 4 unmarked). When the County returns the 22 vehicles to the City on July 1, 2022, they will be repurposed for City use. Some of the returned vehicles will be put into the Police Department fleet to be used as back up when vehicles need service, and others may be used to replace aging vehicles in other City divisions such as Building, Code Enforcement and Animal Control.

The State of California issues a master contract for statewide vehicle purchases. As the largest purchaser of public safety vehicles, the State commands the best price from the manufacturer. Local agencies are allowed to purchase vehicles off the same contract. Lathrop Municipal Code 2.36.110 allows for the exemption of bidding procedures when the State of California has a master contract made available to local governments.

Folsom Lake Ford currently holds the master contract for Ford. While Elk Grove Dodge currently holds the master contract for Dodge vehicles. When vehicles are ordered through the master contract, the dealers receive priority from the manufacturer due to the volume being ordered. In addition, the dealers receive a lower price from Ford/Dodge, which translates into savings for agencies ordering through them.

CITY MANAGER’S REPORT **PAGE 2**
SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING
PURCHASE OF 12 NEW VEHICLES FOR NEW LATHROP POLICE DEPARTMENT

Production for the 2022 vehicles will begin on November 2, 2021, and delivery is estimated to take 18-20 weeks. Staff anticipates receiving the vehicles in April of 2022. In addition to the vehicles, installation of equipment will take 4-6 weeks. All vehicles should be ready for service on July 1, 2022.

The cost per vehicle is estimated to be, \$43,300 for the Ford PIU vehicle (Attachment “B”) and \$39,700 per Dodge Charger AWD (Attachment “C”). Staff recommends the City Council authorize staff to issue a purchase order with Folsom Lake Ford, a California-based company, for the purchase and delivery of 8 Ford 2022 Police Interceptor Utility Vehicles pursuant to the exemption listed in Lathrop Municipal Code Section 2.36.110, in an amount not to exceed \$346,400. Staff also recommends the City Council authorize staff to issue a purchase order with Elk Grove Dodge, a California-based company, for the purchase and delivery of 4 Dodge 2022 Charger Vehicles pursuant to the exemption listed in Lathrop Municipal Code Section 2.36.110, in an amount not to exceed \$158,800.

In addition to the purchase of the vehicles, an estimated \$294,800 is needed for badging, equipment and equipment installation. The total cost for the vehicles and equipment is estimated to be \$800,000. This amount is currently available in the FY 2020/21 budget due to salary savings from vacant positions and will be carried over to FY 2021/22 for the purchase of the vehicles.

Vehicle	Quantity	Vendor	Not to Exceed	Equip + Install	Total
Ford 2022 PIU	8	Folsom Lake Ford	\$346,400	\$240,000	\$586,400
Dodge Charger	4	Elk Grove Dodge	\$158,800	\$54,800	\$213,600
Total	12		\$505,200	\$294,800	\$800,000

BACKGROUND:

The Ford Police Interceptor Utility (PIU) Vehicle, which is designed based on a Ford Explorer, has been built specifically for law enforcement. Ford worked closely with representatives of the Los Angeles County Sheriff’s Department and Michigan State Police to design the vehicle to meet the demanding needs of law enforcement. The PIU has been widely selected as a standard vehicle by law enforcement agencies throughout the nation due to its design, safety rating and flexibility for various assignments and purposes. Therefore, the PIU vehicle has been selected as the standard vehicle for the new Lathrop Police Department.

On June 14, 2021, the City Council approved the purchase of 11 new police vehicles for the new Lathrop Police Department. The purchase included 8 Ford 2021 Police Interceptor Utility (PIU) Vehicles and 3 Dodge 2021 Charger AWD Vehicles.

CITY MANAGER'S REPORT **PAGE 3**
SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING
PURCHASE OF 12 NEW VEHICLES FOR NEW LATHROP POLICE DEPARTMENT

Currently, the City owns 22 public safety vehicles (12 marked, 8 unmarked and 2 motorcycles) used by San Joaquin County Sheriff (SJCS) to provide law enforcement services to the City. SJCS will continue to use these vehicles until the City transitions to the new Lathrop Police Department on July 1, 2022. Since the vehicles will be in-service until the transition is complete, the City will not have the ability to repurpose the vehicles with the proper badging and equipment until after the transition.

To ensure that the City has all the vehicles required to operate at full capacity July 1, 2022, it is necessary to purchase an additional 12 vehicles (8 marked and 4 unmarked). When SJCS returns the vehicles to the City on July 1, 2022, they will be repurposed for City use. Some of the returned vehicles will be put into the Police Department fleet to be used as back up when vehicles need service, and other may be used to replace aging vehicles in other City divisions.

The State of California issues a master contract for statewide vehicle purchases. As the largest purchaser of vehicles, the State commands the best price from the manufacturer. Local agencies are allowed to purchase vehicles off the same contract. Folsom Lake Ford currently holds the master contract for Ford. While Elk Grove Dodge currently holds the master contract for Dodge vehicles. When vehicles are ordered through them, the dealers receive priority from the manufacturer due to the volume being ordered. In addition, the dealer receives a lower price from Ford/ Dodge, which translates to a savings for agencies ordering through them. Lathrop Municipal Code 2.36.110 allows for the exemption of bidding procedures when the State of California has a master contract made available to local government agencies.

Section 2.36.110 of the Lathrop Municipal Code, allows the City to utilize a competitive bidding process that has already been completed by Federal, State, County, City or special district government agencies, to purchase the same supplies or equipment that the other entity has already purchased under an existing bid. Staff recommends utilizing this process in order to obtain the most competitive pricing, expedited vehicle purchases, and to ensure that vehicle specifications match those that have already been specifically developed for and utilized by law enforcement and emergency response agencies. Many local government agencies take advantage of the pricing offered under State contracts for these reasons. Using the State's bid allows the City to obtain the most competitive price as a result of discounts afforded by vendors that have established contract pricing.

Staff recommends that the City Council authorize staff to issue a purchase order with Folsom Lake Ford, a California-based company, for the purchase and delivery of 8 Ford 2022 Police Interceptor Utility Vehicles pursuant exemption listed in Lathrop Municipal Code Section 2.36.110. In addition, Staff recommends that the City Council authorize staff to issue a purchase order with Elk Grove Dodge, a California-based company, for the purchase and delivery of 4 Dodge 2022 Charger Vehicles pursuant exemption listed in Lathrop Municipal Code Section 2.36.110.

REASON FOR RECOMMENDATION:

SJCS will continue to use the current 22 City vehicles until the City transitions to the new Lathrop Police Department on July 1, 2022. Since the vehicles will be in-service until the transition is complete, the City will not have the ability to repurpose the vehicles with the proper badging and equipment until after the transition. Therefore, to ensure that the City has all the vehicles required to operate at full capacity on July 1, 2022, it is necessary to purchase an additional 12 vehicles (8 marked and 4 unmarked).

FISCAL IMPACT:

The cost of the 12 additional vehicles is \$505,200 plus badging, equipment and installation of \$294,800 for a total of \$800,000. The Fiscal Year 2020/21 budget has salary savings available to carry forward to cover this purchase and a budget amendment is not necessary.

ATTACHMENTS:

- A. Resolution Authorizing the Purchase of 12 New Police Vehicles for the New Lathrop Police Department in a Not to Exceed Amount of \$505,200
- B. Ford 2022 Police Interceptor Utility Vehicle Estimate
- C. Dodge 2022 Charger Police AWD Vehicle Estimate

CITY MANAGER'S REPORT **PAGE 5**
SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING
PURCHASE OF 12 NEW VEHICLES FOR NEW LATHROP POLICE DEPARTMENT

APPROVALS:



Thomas Hedegard
Deputy Finance Director

8/25/2021

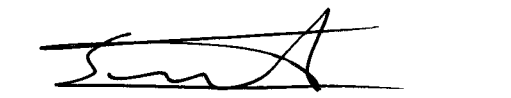
Date



Cari James
Director of Finance &
Administrative Services

8/25/2021

Date



Salvador Navarrete
City Attorney

8-25-2021

Date



Stephen J Salvatore
City Manager

8-31-21

Date

RESOLUTION NO. 21 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AUTHORIZING THE PURCHASE OF 12 NEW POLICE VEHICLES FOR THE NEW LATHROP POLICE DEPARTMENT IN A NOT TO EXCEED AMOUNT OF \$505,200

WHEREAS, on June 14, 2021, the City Council approved the purchase of 11 new police vehicles for the new Lathrop Police Department; and

WHEREAS, the Ford Police Interceptor Utility (PIU) Vehicle, which is designed based on a Ford Explorer, has been built specifically for law enforcement; and

WHEREAS, the City owns 22 public safety vehicles (12 marked, 8 unmarked and 2 motorcycles) used by the San Joaquin County Sheriff (SJCS) to provide law enforcement services to the City; and

WHEREAS, SJCS will continue to use these vehicles until the City transitions to the new Lathrop Police Department on July 1, 2022. Since the vehicles will be in-service until the transition is complete, the City will not have the ability to repurpose the vehicles with the proper badging and equipment until after the transition; and

WHEREAS, to ensure that the City has all the vehicles required to operate at full capacity on July 1, 2022, it is necessary to purchase an additional 12 vehicles (8 marked and 4 unmarked); and

WHEREAS, When the County returns the 22 vehicles to the City on July 1, 2022, they will be repurposed for City use. Some of the returned vehicles will be put into the Police Department fleet to be used as back up when vehicles need service, and others may be used to replace aging vehicles in other City divisions such as Building, Code Enforcement and Animal Control; and

WHEREAS, the State of California issues a master contract for statewide vehicle purchases. As the largest purchaser of vehicles, the State commands the best price from the manufacturer; and

WHEREAS, Folsom Lake Ford currently holds the master contract for Ford. While Elk Grove Dodge currently holds the master contract for Dodge vehicles. When vehicles are ordered through the master contract, the dealers receive priority from the manufacturer due to the volume being ordered. In addition, the dealers receive a lower price from Ford/ Dodge which translates to a savings for agencies ordering through them; and

WHEREAS, Lathrop Municipal Code 2.36.110 allows for the exemption of bidding procedures when the State of California has a master contract made available to local government agencies; and

WHEREAS, using the State's bid allows the City to obtain the most competitive price as a result of discounts afforded by vendors that have established contract pricing; and

WHEREAS, the City aims to purchase 12 new vehicles for the new police department at the best price point available.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby authorize staff to issue a purchase order with Folsom Lake Ford, a California-based company, for the purchase and delivery of 8 Ford 2022 Police Interceptor Utility Vehicles pursuant exemption listed in Lathrop Municipal Code Section 2.36.110 at State of California master contract prices, in an amount not to exceed \$346,400.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council does hereby authorize staff to issue a purchase order with Elk Grove Dodge, a California-based company, for the purchase and delivery of 4 Dodge 2022 Charger Vehicles pursuant exemption listed in Lathrop Municipal Code Section 2.36.110 at State of California master contract prices, in an amount not to exceed \$158,800.

The foregoing resolution was passed and adopted this 13th day of September 2021, 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

FOLSOM LAKE

FORD THE FORD SOURCE

12755 FOLSOM BOULEVARD
FOLSOM, CA 95630 • (916) 353-2000

2022ORDER-18-20 WEEKS
STATE CONTRACT 1-18-23-14B
PRODUCTION BEGINS 11/2/2021

DANIEL A. RAIMONDI
Fleet Director
(916) 353-2000, Ext.376
Toll Free 1-800-655-0555
Cell (916) 825-1622
Fax (916) 353-2078
danr@folsomlakeford.com

8/20/2021

- K8A 4DR AWD POLICE
- .119" WHEELBASE
- UM AGATE BLACK
- 9 CLTH BKTS/VNL R
- 6 EBONY
- 500A EQUIP GRP
- .AM/FM STEREO
- 99B 3.3L V6 TI-VCT
- 44U 10SPD AUTO TRAN
- JOB #3 ORDER
- 67H ROAD READY PKG
- .DR LOCK PLUNGER
- .100 WATT SIREN
- .TAIL LAMP PKG
- .REAR LIGHT PKG
- .RR MOUNT PLATE
- CA BOARD FEES
- FLEET SPCL ADJ
- 17T CARGO DOME LAMP
- 21L FRONT AUX LIGHT
- 425 50 STATE EMISS
- 43D COURTESY DISABL
- 51S DUAL LED LAMPS
- 59E KEY CODE 1435X
- 60R NOISE SUPPRESS
- 63B SD MARKER LGHTS
- 63L QTR GLASS LIGHT
- 66A FRONT HDLMP PKG
- .GRILL WIRING
- 68G RR DR/LK INOP
- 76R REVERSE SENSING
- 86T RR TAILLAMP HSG
- 87R RR VIEW MIR/CAM
- 90E LH/RH PNLS III
- FLEX-FUEL
- 153 FRT LICENSE BKT

\$39,633.53
 \$ 3,467.94 TAX @ 8.75%
 \$ 8.75 CA TIRE FEE

 \$43,110.22
 \$ 125.00 DELIVERY

 \$43,235.22 EACH

LESS \$500.00 EACH DISCOUNT
20 DAY PAYMENT

INCLUDES PAINTED WHITE
ROOF AND 2 FRONT DOORS

ATTACHMENT " B "

Elk Grove Auto Group

Dwane Galatti | 916.429.4702 | Quote #2021154

City of Lathrop

Prepared For: Dan Drumond

916.267.0706

Vehicle: [Fleet] 2022 Dodge Charger (LDEE48) Police AWD

C.H.P. CONTRACT 1-18-23-14A F.O.B. SACRAMENTO

\$34,360.00	2022 C.H.P. AWD V6
\$2,520.00	Options (See Attached)
<\$420.00>	Spot Lamp Delete Credit
<250.00>	Credit for Solid Paint
\$85.00	DOC Fee
<hr/>	
\$36,295.00	
\$3,175.81	Sales Tax @ 8.75% (Subject to Change)
\$8.75	Tire Fee
\$200.00	Delivery to Lathrop
<hr/>	
\$39,679.56	

ATTACHMENT " C "

Elk Grove Auto Group

Dwane Galatti | 916.429.4702 | Quote #2021154

Vehicle: [Fleet] 2022 Dodge Charger (LDEE48) Police AWD (↔ Complete)

Standard Equipment

Mechanical

Engine: 3.6L V6 24V VVT (STD)
Transmission: 8-Speed Automatic (850RE) (STD)
50 State Emissions
Transmission w/AUTOSTICK Sequential Shift Control
Automatic Full-Time All-Wheel
3.07 Axle Ratio
Engine Oil Cooler
220 Amp Alternator
800CCA Maintenance-Free Battery w/Run Down Protection
Police/Fire
Gas-Pressurized Shock Absorbers
Rear Auto-Leveling Suspension
Front Anti-Roll Bar and Rear HD Anti-Roll Bar
HD Suspension
Electro-Hydraulic Power Assist Steering
18.5 Gal. Fuel Tank
Dual Stainless Steel Exhaust
Short And Long Arm Front Suspension w/Coil Springs
Multi-Link Rear Suspension w/Coil Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

Exterior

Wheels: 18" x 7.5" Steel
Tires: P225/60R18 BSW Performance (STD)
Steel Spare Wheel
Full-Size Spare Tire Mounted Inside Under Cargo
Clearcoat Paint
Body-Colored Front Bumper
Body-Colored Rear Bumper
Black Side Windows Trim

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Data Version: 14524. Data Updated: Aug 23, 2021 11:17:00 PM PDT.

Elk Grove Auto Group

Dwane Galatti | 916.429.4702 | Quote #2021154

Vehicle: [Fleet] 2022 Dodge Charger (LDEE48) Police AWD (🔍 Complete)

Exterior

- Body-Colored Door Handles
- Power Side Mirrors w/Manual Folding
- Body Color Exterior Mirrors
- Fixed Rear Window w/Defroster
- Light Tinted Glass
- Speed Sensitive Variable Intermittent Wipers w/Heated Jets
- Galvanized Steel/Aluminum Panels
- Black Grille
- Trunk Rear Cargo Access
- Auto On/Off Projector Beam Halogen Daytime Running Headlamps w/Delay-Off
- Perimeter/Approach Lights
- LED Brakelights
- Laminated Glass

Entertainment

- Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Aux Audio Input Jack and Steering Wheel Controls
- Radio: Uconnect 4 w/7" Display
- 6 Speakers
- Streaming Audio
- Window Grid Antenna
- Uconnect w/Bluetooth Wireless Phone Connectivity
- 2 LCD Monitors In The Front

Interior

- Power 6-Way Driver Seat
- 8-Way Driver Seat -inc: Manual Recline
- 4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
- Front Facing Rear Seat
- Manual Tilt/Telescoping Steering Column
- Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Oil Temperature, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
- Power Rear Windows

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Elk Grove Auto Group

Dwane Galatti | 916.429.4702 | Quote #2021154

Vehicle: [Fleet] 2022 Dodge Charger (LDEE48) Police AWD (→ Complete)

Interior

Leather/Metal-Look Steering Wheel
Front Cupholder
Rear Cupholder
Compass
Proximity Key For Doors And Push Button Start
Valet Function
Power Fuel Flap Locking Type
Remote Keyless Entry w/Integrated Key Transmitter, 4 Door Curb/Courtesy, Illuminated Entry and Panic Button
Remote Releases -inc: Power Cargo Access and Power Fuel
Cruise Control w/Steering Wheel Controls
Dual Zone Front Manual Air Conditioning
HVAC -inc: Underseat Ducts
Illuminated Locking Glove Box
Driver Foot Rest
Full Cloth Headliner
Vinyl Door Trim Insert
Interior Trim -inc: Chrome Interior Accents
Urethane Gear Shifter Material
Heavy Duty Cloth Bucket & Rear Bench Seats
Day-Night Rearview Mirror
Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror
Partial Floor Console, Mini Overhead Console w/Storage and 1 12V DC Power Outlet
Regular Dome Lighting
Full Vinyl/Rubber Floor Covering
Vinyl/Rubber Floor Trim
Underhood And Cargo Space Lights
Smart Device Integration
FOB Controls -inc: Cargo Access
Instrument Panel Bin, Driver / Passenger And Rear Door Bins

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Elk Grove Auto Group

Dwane Galatti | 916.429.4702 | Quote #2021154

Vehicle: [Fleet] 2022 Dodge Charger (LDEE48) Police AWD (\ Complete)

Interior

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Systems Monitor
Redundant Digital Speedometer
Trip Computer
Outside Temp Gauge
Digital/Analog Appearance
Manual Anti-Whiplash Adjustable Front Head Restraints and Fixed Rear Head Restraints
Sentry Key Engine Immobilizer
Air Filtration
1 12V DC Power Outlet

Safety-Mechanical

Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags
ParkSense Rear Parking Sensors
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Driver Knee Airbag
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
ParkView Back-Up Camera

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Elk Grove Auto Group

Dwane Galatti | 916.429.4702 | Quote #2021154

Vehicle: [Fleet] 2022 Dodge Charger (LDEE48) Police AWD (Complete)

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 100,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000

Selected Model and Options

MODEL

CODE	MODEL
LDEE48	2022 Dodge Charger Police AWD

COLORS

CODE	DESCRIPTION
PS2	Bright Silver Metallic Clearcoat (P23) Torred, (PX8) Pitch Black, (PW7) Bright White Available at no Charge

ENGINE

CODE	DESCRIPTION
ERB	Engine: 3.6L V6 24V VVT (STD)

TRANSMISSION

CODE	DESCRIPTION
DFT	Transmission: 8-Speed Automatic (850RE) (STD)

CPOS PKG

CODE	DESCRIPTION
28A	Quick Order Package 28A -inc: Engine: 3.6L V6 24V VVT, Transmission: 8-Speed Automatic (850RE)

TIRES

CODE	DESCRIPTION
TWW	Tires: P225/60R18 BSW Performance (STD)

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Elk Grove Auto Group

Dwane Galatti | 916.429.4702 | Quote #2021154

Vehicle: [Fleet] 2022 Dodge Charger (LDEE48) Police AWD (Not Complete)

PRIMARY PAINT

CODE	DESCRIPTION
PS2	Bright Silver Metallic Clearcoat (P23) Torred, (PX8) Pitch Black, (PW7) Bright White Available at no Charge

SEAT TYPE

CODE	DESCRIPTION
C8X9	Black, Heavy Duty Cloth Bucket & Rear Bench Seats

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	
AEB	Street Appearance Group -inc: 18" Wheel Covers, Front Reading/Map Lamps, Dual Remote USB Port - Charge Only, Full Length Floor Console, Illuminated Front Cupholders, Front/Rear Climate Control Outlets, Rear Shelf Silencer Insulation, Power Heated Mirrors w/Man F/Away, Exterior Mirrors w/Heating Element, Floor Carpet, Front & Rear Floor Mats	\$375.00
AYE	Patrol Package Base Prep -inc: Siren Speaker & Bracket, Trunk Tray & Cooling Fan, Power Distribution Center, Front & Rear Wire Harness	\$2,000.00

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	
GUK	Power Heated Mirrors w/Man F/Away -inc: Exterior Mirrors w/Heating Element	Inc.
MDA	Front License Plate Bracket	
MSY	Delete Badge -inc: Dodge Grille Badge	
TBH	Full Spare Tire Relocation Bracket	\$145.00
W8B	18" Wheel Covers	Inc.

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Elk Grove Auto Group

Dwane Galatti | 916.429.4702 | Quote #2021154

Vehicle: [Fleet] 2022 Dodge Charger (LDEE48) Police AWD (✔ Complete)

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	
CKD	Floor Carpet -inc: Front & Rear Floor Mats	Inc.
CUF	Full Length Floor Console -inc: Illuminated Front Cupholders, Front/Rear Climate Control Outlets	Inc.
GXQ	Additional Non-Key Alike Fobs -inc: 6 additional key fobs	
HGC	Rear Shelf Silencer Insulation	Inc.
LBG	Front Reading/Map Lamps	Inc.
XDG	Passenger Side Ballistic Door Panel	
XDV	Drive Side Ballistic Door Panel	
Options Total		\$2,520.00

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ITEM 4.4

CITY MANAGER'S REPORT SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING

- ITEM:** **AWARD CONSTRUCTION CONTRACT TO BENTON FENCE & DRILLING, INC. FOR THE GENERATIONS CENTER SKATE PARK FENCE, CIP PK 22-13**
- RECOMMENDATION:** **Adopt Resolution Awarding a Construction Contract to Benton Fence & Drilling, Inc. for the Generations Center Skate Park Fence, CIP PK 22-13 and Approve Related Budget Amendment**
-

SUMMARY:

The Generations Center Skate Park Fence, CIP PK 22-13 (Project) was created to provide a perimeter fence to secure the skate park. The plans and specifications for the construction of the Project were advertised on August 5, 2021 via California Uniform Public Construction Cost Accounting Act informal bid solicitation procedures, in accordance with California Public Contract Code (PCC) and Lathrop Municipal Code (LMC).

A total of two (2) bids were received and opened by Public Works on August 19, 2021. Based on review and evaluation of the bids, the lowest responsive and responsible bidder was determined to be Benton Fence & Drilling, Inc. (Benton), with a bid of \$110,280.

Staff requests City Council award a construction contract to Benton for construction of the Project in the amount of \$110,280 plus a 10% construction contingency in the amount of \$11,028 for a total cost not to exceed \$121,308.

On June 3, 2021, the City Council approved the Biennial Budget for Fiscal Years 21/22 and 22/23. The budget included funding from Measure C for project PK22-13 in the amount of \$105,000. On June 22, 2021, the Measure C Committee found the FY 21/22 expenses in conformance with the intent of the Measure. Therefore, Staff requests City Council approve a budget amendment transferring an additional \$17,000 from the Measure C Fund (1060) to the CIP Project Fund (3010).

BACKGROUND:

On June 2, 2021, City Council approved the creation of the Generations Center Skate Park Fence, CIP PK 22-13. This project will provide a fence around the Generations Center Skate Park, allowing staff to secure the facility from use at night and during other hours of closure. The fencing consists of welded panels of galvanized and powdercoated steel, providing a strong and rust-resistant fence. The proposed fence is similar to that installed around City Hall, with a flat top rail and square-section posts, rails and pickets.

CITY MANAGER’S REPORT **PAGE 2**
SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING
AWARD CONSTRUCTION CONTRACT TO BENTON FENCE & DRILLING, INC.
FOR THE GENERATIONS CENTER SKATE PARK FENCE, CIP PK 22-13

The fence will have one gate at each of the 3 concrete walkways entering the skate park: a sliding main gate 10’ long under the shade sails to allow for service vehicles to enter, and 2 swing gates, all lockable in both closed and open positions. To simplify landscape maintenance and protect the fence from undermining, a City-standard concrete mow strip will be constructed under all portions of the fence not over hardscape.

This project will provide a method by which the City can secure the skate park from use at times scheduled for closure and in response to situations such as inclement weather and the presence of standing water from rain.

The plans and specifications for the construction of this project were completed by Public Works staff and advertised via informal bid solicitation on August 5, 2021, in accordance with PCC 220034 and LMC Chapter 3.30. A total of two (2) bids were received, both determined to be responsive and responsible. The bid results are summarized in Table 1 below:

Table 1: Summary of Bid Results

Contractor	Bid
Benton Fence & Drilling, Inc.	\$110,280
All Steel Fence, Inc.	\$156,433

Staff reviewed and evaluated the bids, and determined that the lowest responsive and responsible bidder is Benton. Staff requests City Council adopt a resolution awarding a construction contract to Benton for the amount of \$110,280. Staff also requests City Council authorize a 10% construction contingency of \$11,028, and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total cost not to exceed \$121,308.

REASON FOR RECOMMENDATION:

The skate park at the Generations Center needs to be secured outside of hours of operation and on occasions when weather and other safety considerations dictate. This project will provide a durable, weather-resistant and attractive fence to secure the Generations Skate Park.

FISCAL IMPACT:

The proposed construction contract with Benton is for \$110,280. A 10% construction contingency is requested in the amount of \$11,028 for a total cost not to exceed \$121,308.

Funding for this project was included in the FY 21/22 budget; however, sufficient funds were not allocated. Therefore, staff requests City Council approve a budget amendment transferring \$17,000 from the Measure C Fund (1060) to the CIP Project Fund (3010) as follows:

CITY MANAGER’S REPORT **PAGE 3**
SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING
AWARD CONSTRUCTION CONTRACT TO BENTON FENCE & DRILLING, INC.
FOR THE GENERATIONS CENTER SKATE PARK FENCE, CIP PK 22-13

<u>Increase Transfer Out</u>		
1060-9900-990-9010		\$17,000
<u>Increase Transfer In</u>		
3010-9900-393-0000	PK 22-13	\$17,000
<u>Increase Appropriation</u>		
3010-8000-420-1200	PK 22-13	\$17,000

ATTACHMENTS:

- A. Resolution Awarding a Construction Contract to Benton Fence & Drilling, Inc. for the Generations Center Skate Park Fence, CIP PK 22-13 and Approve Related Budget Amendment
- B. Construction Contract with Benton Fence & Drilling, Inc. for the Generations Center Skate Park Fence, CIP PK 22-13

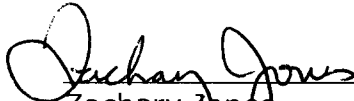
CITY MANAGER'S REPORT **PAGE 4**
SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING
AWARD CONSTRUCTION CONTRACT TO BENTON FENCE & DRILLING, INC.
FOR THE GENERATIONS CENTER SKATE PARK FENCE, CIP PK 22-13

APPROVALS:



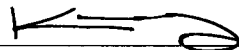
Ken Reed
Senior Construction Manager

9-1-2021
Date



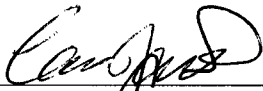
Zachary Jones
Parks, Recreation and Maintenance
Services Director

9.1.2021
Date




Michael King
Public Works Director

9.1.2021
Date



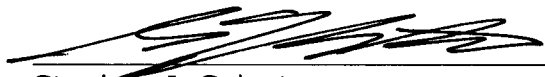
Cari James
Finance & Administrative
Services Director

9/7/2021
Date



Salvador Navarrete
City Attorney

9.2.2021
Date



Stephen J. Salvatore
City Manager

9.7.21
Date

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AWARDING A CONSTRUCTION CONTRACT TO BENTON FENCE & DRILLING, INC. FOR THE GENERATIONS CENTER SKATE PARK FENCE, CIP PK 22-13 AND APPROVE RELATED BUDGET AMENDMENT

WHEREAS, the Generations Center Skate Park Fence Capital Improvement Project (CIP) PK 22-13 was created to provide a fence around the Generations Skate Park to secure the park from use during hours of closure or inclement weather; and

WHEREAS, the plans and specifications for this project were completed by Public Works staff and advertised for bid on August 5, 2021 in accordance with Public Contract Code Section 220034, and with Lathrop Municipal Code (LMC) Chapter 3.30; and

WHEREAS, a total of two (2) bids were received and opened by Public Works on August 19, 2021; and

WHEREAS, upon review and evaluation of the bids, the lowest responsive and responsible bidder for the project was determined to be Benton Fence & Drilling, Inc. with a bid of \$110,280; and

WHEREAS, staff requests the City Council award a construction contract to Benton Fence & Drilling, Inc. in the amount of \$110,280; and

WHEREAS, staff also requests Council authorize a 10% construction contingency in the amount of \$11,028 and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total cost not to exceed \$121,308; and

WHEREAS, on June 3, 2021 the City Council approved the Biennial Budget for Fiscal Years 21/22 and 22/23. The budget included funding from Measure C for project PK 22-13 in the amount of \$105,000; and

WHEREAS, on June 22, 2021, the Measure C Committee found the FY 21/22 expenses in conformance with the intent of the Measure; and

WHEREAS, sufficient funds were not allocated in the adopted FY 21/22 Budget; therefore, staff requests City Council approve a budget amendment transferring \$17,000 from the Measure C Fund (1060) to the Project CIP Fund (3010) as follows:

<u>Increase Transfer Out</u>		
1060-9900-990-9010		\$17,000
<u>Increase Transfer In</u>		
3010-9900-393-0000	PK 22-13	\$17,000
<u>Increase Appropriation</u>		
3010-8000-420-1200	PK 22-13	\$17,000

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby awards a construction contract to Benton Fence & Drilling, Inc. for Generations Center Skate Park Fence, CIP PK 22-13 for a cost of \$110,280; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby approve a 10% construction contingency in the amount of \$11,028 for a total cost not to exceed \$121,308 for the construction and authorizes staff to spend up to this amount as necessary to accomplish the goals of the project; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop also approves a budget amendment transferring \$17,000 from the Measure C Fund (1060) to the Project CIP Fund (3010) as detailed above in order to have the necessary funds to pay for the project.

The foregoing resolution was passed and adopted this 13th day of September 2021, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

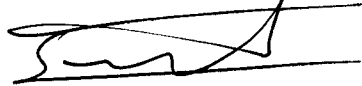
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

CONSTRUCTION CONTRACT

This Contract, dated **September 13, 2021**, is entered into by and between the **City of Lathrop**, a municipal corporation of the State of California (City), and **Benton Fence & Drilling, Inc.** (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 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 the, **CIP PK 22-13, Generations Center Skate Park Fence** (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 demolition, hauling and disposing of two (2) existing wooden shade shelters, associated concrete slabs and outdoor furnishings, and construction of two (2) concrete slabs and metal shade shelters and provision and installation of new exterior furnishings.

The work shall be **completed within 40 working days** following issuance of Notice to Proceed.

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 actual work performed in accordance with the unit prices and provisions contained in these Construction Documents.

Bid Total: \$ 110,280 (One Hundred Ten Thousand, Two Hundred Eighty Dollars)

3. 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 **Benton Fence & Drilling, Inc.** on August 19, 2021. 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 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.
- 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 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 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;
 - (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.

To City: City of Lathrop
 City Clerk
 390 Towne Centre Drive
 Lathrop, CA 95330

To City: 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

To Contractor: Benton Fence & Drilling, Inc.
Mailing Address: P.O. Box 190 Acampo, CA 95220
Phone: (209) 339.2303
Email: _____
ATTN: _____

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 USC 1368), 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.
- (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 Packet

Certification of insurance, performance and payment bonds, and worker's compensation certification shall be furnished to the City by the Contractor after City Council's approval with resolution.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above stated in Lathrop, California.

CONTRACTOR:

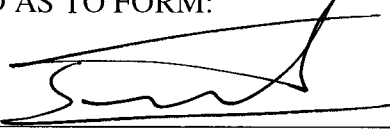
By: _____

Name: _____

Title: _____

CITY OF LATHROP

APPROVED AS TO FORM:

By:  _____

Salvador Navarrete, City Attorney

RECOMMENDED FOR APPROVAL:

By: _____

Michael King, Director of Public Works

APPROVED:

By: _____

Stephen J. Salvatore, City Manager

(END OF SECTION)

GENERATIONS CENTER SKATE PARK FENCE, CIP PK 22-13
CUPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

BID PROPOSAL FORMS

TO: City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

ATTENTION: Public Works Department

FOR: **GENERATIONS CENTER SKATE PARK FENCE, CIP PK 22-13**

THE UNDERSIGNED, AS BIDDER, HEREBY AGREES AND DECLARES THAT:

LEGAL COMPLIANCE

The only persons or parties interested in this Bid as Principals are those named herein; that this Bid is made without collusion with any other person, firm, partnership, corporation, or association; that he has carefully examined the location of the proposed work and the Construction Documents; and he proposes and agrees that if this Bid is accepted he will contract with the City of Lathrop, in the form of the Contract as set forth in the Construction Documents for said project, to provide all the necessary labor, services, materials, and equipment, and to do all the work and furnish all the materials; and that he will accept in full payment therefore the price as proposed in the following Bid Schedule.

SCHEDULE OF PRICES

All applicable permit fees, licensing costs, sales taxes, State, and/or Federal, and any other taxes, patent rights, or royalties are included in the prices quoted in the Bid. All blank spaces must be filled in.

BASIS OF AWARD

The basis for award of the contract will be the total price of the bid. The City of Lathrop reserves the right to award the work contemplated by the bid or none of the work.

SECTION 00300

GENERATIONS CENTER SKATE PARK FENCE, CIP PK 22-13
 CUPCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

GENERATIONS CENTER SKATE PARK FENCE, CIP PK 22-13

BID SCHEDULE

BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED TOTAL
1	Construct Complete Fence with 3 Gates, per Plans and Specifications	680	LF	115.00	78,200.00
2	Construct PCC Mow Strip	610	LF	50.00	30,500.00
3	Spare Panel	4	EA	395.00	1580.00

TOTAL BID: \$ 110,280.00

TOTAL BID IN WORDS: one hundred ten thousand two hundred eighty.

SECTION 00300

GENERATIONS CENTER SKATE PARK FENCE, CIP PK 22-13
CUPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

INFORMATION REQUIRED OF BIDDER

The Bidder (Contractor) shall furnish the following information. This information is considered essential in enabling the Project Manager to determine if the Bidder is experienced in similar types of work and if the Bid is based on a careful study of methods applicable to the work and full realization of the various factors which may affect the progress of the work. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

BIDDER'S INFORMATION

- (1) Bidder's name and address:

Benton Fence and Drilling, Inc.
P.O. Box 190 Acampo, CA 95220

- (2) Bidder's telephone number: (209) 339-2303

- (3) Bidder's fax number: (209) 339-0213

- (4) Bidder's Contractor's License (Class): C-13

License No.: 273445

Expires: 7/31/2023

- (5) Person who inspected site of proposed work for Contractor's firm:

Name: Jayson Walsh Date of Inspection: 8/18/21

SECTION 00300

GENERATIONS CENTER SKATE PARK FENCE, CIP PK 22-13
 CUPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

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. After the opening of bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of work to be performed with the words "and/or" will not be permitted. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection. Should the Contractor provide a bid that does not require a subcontractor, the Contractor shall note that on this page by writing "Not Applicable" in the list below.

<u>Work to be Performed</u>	<u>Subcontractor License Number</u>	<u>Percent of Total Contract</u>	<u>Subcontractor's Name & Address</u>
1. <u>RCC mow strip</u>	<u>776221</u>	<u>28%</u>	<u>Gates Concrete Construction</u> <u>4520 E Harvest Rd.</u> <u>Acampo, CA 95820</u>
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____

Note: Attach additional sheets if required.

SECTION 00300

GENERATIONS CENTER SKATE PARK FENCE, CIP PK 22-13
CUPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

ADDENDA

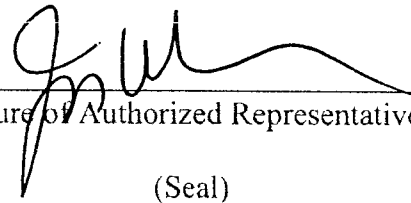
Bidder acknowledges receipt of the following addendum (addenda):

1

Respectfully submitted,

8/18/21
Dated

Benton Fence and Drilling, Inc.
Legal Name of Firm


Signature of Authorized Representative
(Seal)

(If Bidder is a corporation, show State in which incorporated.)

The full names and post office addresses of all persons and parties interested in the foregoing Bid as principals are as follows:

(NOTICE): Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer, and Manager, and in case of partnerships and joint ventures, give names and Post Office addresses of all the individual members.

Jayson Walsh, President 598 Bernier Cir., Galt, CA 95632
Richard Benton, V.P. P.O. Box 693, Acampo, CA 95220

SECTION 00300

GENERATIONS CENTER SKATE PARK FENCE, CIP PK 22-13
 CUPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

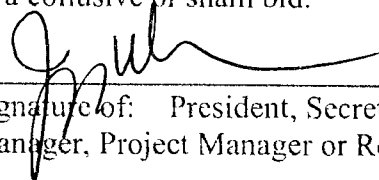
NONCOLLUSION AFFIDAVIT

STATE OF _____)
) SS.
 COUNTY OF _____)

Jayson Walsh, being first duly sworn, deposes and says that he or she is

President of Benton Fence and Drilling 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.

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.

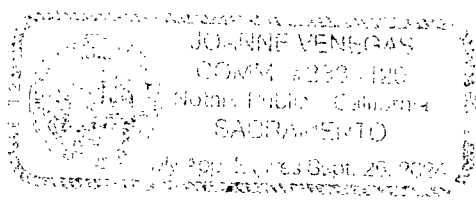


 Signature of: President, Secretary,
 Manager, Project Manager or Representative

The County of SACRAMENTO
 State of CALIFORNIA

Subscribed and sworn to (or affirmed) before me
 on this 18 day of AUG, 2021, by
JAYSON A. WALSH, proved to
 me on the basis of satisfactory evidence to be the
 person ~~(s)~~ who appeared before me.

Seal _____
 Signature JAW



SECTION 00300

GENERATIONS CENTER SKATE PARK FENCE, CIP PK 22-13
CUPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

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

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.

(END OF SECTION)

00300-9

ITEM 4.5

CITY MANAGER'S REPORT SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING

**ITEM: ACCEPTANCE OF PUBLIC IMPROVEMENTS
CONSTRUCTED BY MIKE BROWN ELECTRIC CO. FOR
TRAFFIC SIGNAL INSTALLATION – INTERSECTION
OF GOLDEN VALLEY PARKWAY & SPARTAN WAY, CIP
PS 18-03**

**RECOMMENDATION: Adopt Resolution Accepting Public Improvements
Constructed by Mike Brown Electric Co. for Traffic
Signal Installation – Intersection of Golden Valley
Parkway & Spartan Way, CIP PS 18-03, Authorize the
Filing of a Notice of Completion, Release of Contract
Retention, Release of Performance and Payment
Bonds, and Approve Related Budget Amendment**

SUMMARY:

Mike Brown Electric Co. has completed the construction of the Traffic Signal Installation – Intersection of Golden Valley Parkway & Spartan Way, Capital Improvement Project (CIP) PS 18-03. Staff has inspected the improvements and has deemed these improvements complete and in accordance with the approved plans and specifications.

Mike Brown Electric Co. has submitted lien releases confirming all sub-contractors and suppliers have been paid in full, and a one-year warranty bond (based on 10% of the construction contract) for the improvements to be accepted.

Staff requests City Council accept the improvements constructed by Mike Brown Electric Co. for the Traffic Signal Installation – Intersection of Golden Valley Parkway & Spartan Way, CIP PS 18-03. Staff also requests City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk, the release of contract retention to Mike Brown Electric Co. in the amount of \$33,833 within forty-five (45) days after the recording of the Notice of Completion, release of performance and payment bonds, and approve related budget amendment.

BACKGROUND:

On May 11, 2020, City Council awarded a construction contract to Mike Brown Electric Co. for improvements pursuant to Traffic Signal Installation – Intersection of Golden Valley Parkway & Spartan Way, CIP PS 18-03. The project included the installation of a traffic signal with an ITERIS video detection system and conduits for future interconnection to proximal signals, improved traffic control devices such as signage and striping, pedestrian controls, and a slurry seal application.

CITY MANAGER’S REPORT **PAGE 2**
SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING
ACCEPTANCE OF PUBLIC IMPROVEMENTS CONSTRUCTED BY MIKE BROWN
ELECTRIC CO. FOR TRAFFIC SIGNAL INSTALLATION – INTERSECTION OF
GOLDEN VALLEY PARKWAY & SPARTAN WAY, CIP PS 18-03

The project was largely funded by the Federal Highway Administration through a Congestion Mitigation and Air Quality (CMAQ) grant in the amount of \$400,000 and by the Central Lathrop developer Saybrook CLSP, LLC, whose proportionate share was \$180,000.

The awarded contract was for \$599,495, and a 10% construction contingency of \$59,950 was authorized for staff to use as necessary to achieve the goals of the project. The total construction budget for the project was \$675,000. During construction, contract change orders totaling \$77,164 were issued for a final contract amount of \$676,659. The costs referenced below capture all project expenditures.

Project Costs are as follows:

A. Construction Contract	\$599,495
B. Approved Change Orders	\$ 77,164
C. Design, Construction Management, Inspection, Testing & Miscellaneous Project Management	<u>\$ 12,587</u>
Total Project Costs	\$689,246
Total Project Budget	\$675,000

Mike Brown Electric Co. completed the construction of the project within the original contract time frame and staff has inspected the improvements and deemed them complete and in accordance with the approved 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.

Staff requests City Council accept the public improvements constructed by Mike Brown Electric Co. for Traffic Signal Installation – Intersection of Golden Valley Parkway & Spartan Way, CIP PS 18-03. Staff also requests City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk, the release of contract retention to Mike Brown Electric Co. in the amount of \$33,833 within forty-five (45) days after the recording of the Notice of Completion, release of performance and payment bonds, and approve a budget amendment transferring \$54,000 to the project. Staff requests that unused funds be transferred back into the Gas Tax Fund (2030).

REASON FOR RECOMMENDATION:

Mike Brown Electric Co. completed the project pursuant to the contract documents dated May 11, 2020. Staff has inspected the improvements and deemed them complete and in accordance with City standards. The performance and payment

CITY MANAGER’S REPORT **PAGE 3**
SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING
ACCEPTANCE OF PUBLIC IMPROVEMENTS CONSTRUCTED BY MIKE BROWN
ELECTRIC CO. FOR TRAFFIC SIGNAL INSTALLATION – INTERSECTION OF
GOLDEN VALLEY PARKWAY & SPARTAN WAY, CIP PS 18-03

bonds (Bond No. 070211460, \$599,495) will be released and replaced with a one-year warranty bond (Bond No. 070211460, \$67,666) upon City Council’s acceptance of the improvements. The warranty bond covers any repairs or replacements that become necessary during the one-year period, beginning with this acceptance, due to defective materials or workmanship in connection with the completed improvements. Mike Brown Electric Co. has also provided the necessary lien releases for the materials supplied and completed work.

FISCAL IMPACT:

The final construction contract amount with Mike Brown Electric Co. was for \$599,495. A 10% construction contingency in the amount of \$59,950 was authorized for staff to use as necessary to achieve the goals of the project. The total construction budget for the project was \$659,445.

The amount of \$450,000 was included in the FY 19/20 Budget for Traffic Signal Installation – Intersection of Golden Valley Parkway & Spartan Way, CIP PS 18-03, \$400,000 of which was received from a CMAQ Federal grant used for construction. To date, \$360,991 has been approved by Caltrans for payment. The additional \$39,009 will be reimbursed to the City following payment of retention to the Contractor, as the City is required to spend local funds prior to receiving reimbursement. The developer, Saybrook CLSP, LLC, contributed \$180,000 towards construction of the project as a required condition of the Central Lathrop Specific Plan (CLSP) Tract 3789 large lot final map. On May 11, 2020, City Council approved a budget amendment transferring \$45,000 towards the project to support the total construction budget.

Adequate funds have not been allocated in the FY 21/22 budget to close out the project. Staff requests a budget transfer of \$54,000 from the Gas Tax Fund (2030) Highway Users Tax Account (HUTA), \$39,009 of which is reimbursable, as follows:

<u>Increase Transfer Out</u>		
2030-9900-990-9010		\$54,000
 <u>Increase Transfer In</u>		
3310-9900-393-0000	PS 18-03	\$54,000
 <u>Increase Expenditures</u>		
3310-8000-420-1200	PS 18-03	\$54,000

CITY MANAGER'S REPORT **PAGE 4**
SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING
ACCEPTANCE OF PUBLIC IMPROVEMENTS CONSTRUCTED BY MIKE BROWN
ELECTRIC CO. FOR TRAFFIC SIGNAL INSTALLATION – INTERSECTION OF
GOLDEN VALLEY PARKWAY & SPARTAN WAY, CIP PS 18-03

ATTACHMENTS:

- A. Resolution Accepting Public Improvements Constructed Mike Brown Electric Co. for Traffic Signal Installation – Intersection of Golden Valley Parkway & Spartan Way, CIP PS 18-03, Authorize the Filing of a Notice of Completion, Release of Contract Retention, Release of Performance and Payment Bonds, and Approve Related Budget Amendment
- B. Notice of Completion –Traffic Signal Installation – Intersection of Golden Valley Parkway & Spartan Way, CIP PS 18-03
- C. Project Vicinity Map – Traffic Signal Installation – Intersection of Golden Valley Parkway & Spartan Way, CIP PS 18-03

CITY MANAGER'S REPORT **PAGE 5**
SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING
ACCEPTANCE OF PUBLIC IMPROVEMENTS CONSTRUCTED BY MIKE BROWN
ELECTRIC CO. FOR TRAFFIC SIGNAL INSTALLATION – INTERSECTION OF
GOLDEN VALLEY PARKWAY & SPARTAN WAY, CIP PS 18-03

APPROVALS:



Ken Reed
Senior Construction Manager

8-31-2021
Date




Michael King
Public Works Director

9.1.2021
Date



Cari James
Finance and Administrative
Services Director

9/1/2021
Date



Salvador Navarrete
City Attorney

9-7-2021
Date



Stephen J. Salvatore
City Manager

9.7.21
Date

RESOLUTION NO. 21 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING IMPROVEMENTS CONSTRUCTED BY MIKE BROWN ELECTRIC CO. FOR TRAFFIC SIGNAL INSTALLATION – INTERSECTION OF GOLDEN VALLEY PARKWAY & SPARTAN WAY CIP PS 18-03, AUTHORIZE THE FILING OF A NOTICE OF COMPLETION, AND RELEASE CONTRACT RETENTION AND PERFORMANCE & PAYMENT BONDS, AND* APPROVE RELATED BUDGET AMENDMENT

WHEREAS, on May 11, 2020, City Council awarded a construction contract to Mike Brown Electric Co. for the construction of Traffic Signal Installation – Intersection of Golden Valley Parkway & Spartan Way CIP PS 18-03; and

WHEREAS, the project included the installation of a traffic signal with a video detection system and conduits for future interconnection to proximal signals, improved traffic control devices such as signage and striping, pedestrian controls, and a slurry seal application to three approaches to the intersection; and

WHEREAS, the project was largely funded by the Federal Highway Administration through a Congestion Mitigation and Air Quality (CMAQ) grant in the amount of \$400,000 and by the Central Lathrop developer (Saybrook CLSP, LLC) whose proportionate share was \$180,000; and

WHEREAS, the awarded contract was for \$599,495, and a 10% construction contingency of \$59,950 was authorized for staff to use as necessary to achieve the goals of the project; and

WHEREAS, during construction, approved Change Orders totaling \$77,164 were issued for a final contract amount of \$676,659; and

WHEREAS, Mike Brown Electric Co. has satisfactorily completed the construction of the project, and staff has inspected the improvements and has deemed them complete and in accordance with the approved plans and specifications; and

WHEREAS, Mike Brown Electric Co. has provided the necessary lien releases for the materials supplied and completed work; and

WHEREAS, Mike Brown Electric Co. has submitted a one-year warranty bond (based on 10% of total project cost) for the improvements being accepted to cover any repairs or replacements that may become necessary during the one-year period, beginning with this acceptance, due to defective materials or workmanship in connection with the completed improvements; and

WHEREAS, the performance and payment bonds (Bond No. 070211460, \$599,495) will be released and replaced with a one-year warranty bond (Bond No. Bond No. 070211460, \$67,666) upon City Council's acceptance of the improvements; and

WHEREAS, adequate funds were not allocated in the adopted budget to close out the project and staff is requesting Council authorize a budget amendment transferring \$54,000 from the Gas Tax Fund (2030) to close out the project as follows:

<u>Increase Transfer Out</u>		
2030-9900-990-9010		\$54,000
<u>Increase Transfer In</u>		
3310-9900-393-0000	PS 18-03	\$54,000
<u>Increase Expenditures</u>		
3310-8000-420-1200	PS 18-03	\$54,000

WHEREAS, staff requests City Council accept the public improvements constructed by Mike Brown Electric Co. for Traffic Signal Installation – Intersection of Golden Valley Parkway & Spartan Way CIP PS 18-03; and

WHEREAS, staff requests that any portion of unused funds from the contingent request be transferred back into the Gas Tax Fund (2030);

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby accept the public improvements constructed by Mike Brown Electric Co. for Traffic Signal Installation – Intersection of Golden Valley Parkway & Spartan Way CIP PS 18-03 pursuant to the contract documents dated May 11, 2020; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop authorizes the filing of the Notice of Completion with the San Joaquin County Clerk and the release of the contract retention to Mike Brown Electric Co., in the amount of \$33,833 within forty-five (45) days after the recording of the Notice of Completion, and authorizes the release of the performance and payment bonds; and

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve the requested budget amendment; and

BE IT FINALLY RESOLVED, that City Council also authorizes the transfer of unused Project funds back into the Gas Tax Fund (2030).

The foregoing resolution was passed and adopted this 13th day of September, 2021, 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, AND
WHEN RECORDED MAIL TO:**

CITY OF LATHROP
ATTN: CITY CLERK
390 TOWNE CENTRE DRIVE
LATHROP, CA 95330
Exempt from payment of recording fees (GC 11922)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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 CA 95330

(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 PS 18-03 Traffic Signal Installation – Intersection of Golden Valley Parkway & Spartan Way

4. That on the 13th day of September, 2021 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: Mike Brown Electric Co.

6. That the name and address of the transferor is:

NAME STREET AND NO. CITY STATE

Mike Brown Electric Co. 561-A Mercantile Drive Cotati CA 94931

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 PS 18-03 Traffic Signal Installation – Intersection of Golden Valley Parkway & Spartan Way

CITY OF LATHROP

By: _____
Stephen J. Salvatore, City Manager Date

That the undersigned has knowledge of the contents herein and states under penalty of perjury that the foregoing is true and correct.

By: _____
Teresa Vargas, City Clerk Date

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the NOTICE OF COMPLETION dated **September 13, 2021** by **Mike Brown Electric Co.** 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 Resolution of the City Council adopted on **September 13, 2021**, and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____

By _____
Stephen J. Salvatore, City Manager



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ITEM 4.6

CITY MANAGER'S REPORT SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING

**ITEM: ACCEPTANCE OF PUBLIC IMPROVEMENTS
CONSTRUCTED BY DSS COMPANY DBA KNIFE RIVER
CONSTRUCTION FOR LOUISE AVENUE PAVEMENT
REHABILITATION CIP PS 18-01 AND APPROVAL OF
RELATED BUDGET AMENDMENT**

**RECOMMENDATION: Adopt Resolution Accepting Public Improvements
Constructed by DSS Company dba Knife River
Construction for Louise Avenue Pavement
Rehabilitation CIP PS 18-01, Authorize the Filing of
a Notice of Completion, Release of Contract
Retention, Release of Performance and Payment
Bonds, and Approve Related Budget Amendment**

SUMMARY:

DSS Company dba Knife River Construction (Knife River) has completed construction of the Louise Avenue Pavement Rehabilitation Capital Improvement Project (CIP) PS 18-01. Staff has inspected the improvements and has deemed these improvements complete and in accordance with the approved plans and specifications.

Knife River has submitted lien releases confirming all sub-contractors and suppliers have been paid in full, and a one-year maintenance bond (based on 10% of the construction contract) for the improvements to be accepted.

Staff requests City Council accept the improvements constructed by Knife River for Louise Avenue Pavement Rehabilitation CIP PS 18-01. Staff also requests City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk, release of contract retention to Knife River, in the amount of \$243,510 within forty-five (45) days after the recording of the Notice of Completion, and the release of performance and payment bonds.

Reynolds & Brown (Developer) contributed their fair share of the funds to the City rather than constructing a portion of the improvements with the North Crossroads Business Center Project (Crossroads). In order to recognize the revenue received from the Developer and use it towards the construction cost of the project, staff is also requesting City Council approve a budget amendment transferring \$612,391 from Developer Contribution Fund (2710) towards the completed project.

CITY MANAGER’S REPORT **PAGE 2**
SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING
ACCEPTANCE OF PUBLIC IMPROVEMENTS CONSTRUCTED BY DSS COMPANY
DBA KNIFE RIVER FOR LOUISE AVENUE PAVEMENT REHABILITATION CIP PS
18-01 AND APPROVAL OF RELATED BUDGET AMENDMENT

BACKGROUND:

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) needs improvement in order to facilitate current and future development.

On August 10, 2020, City Council awarded a construction contract to Knife River for the construction of Louise Avenue Pavement Rehabilitation CIP PS 18-01. The project accomplished the removal and replacement of concrete sidewalk, curb, and gutter, reconstruction of the road structural section and wearing course, construction of two center medians, and installation of a 12” water main within a 5,400-foot segment of Louise Avenue.

The awarded contract was in the amount of \$3,678,694, and a 10% construction contingency of \$367,870 was authorized. The total construction budget for the project was \$4,046,564. However, during construction, the additional work below was identified and resulted in contract change orders:

- (1) Reduced the thickness of the roadway section and installed reinforcing pavement fabric to protect the existing PG&E gas lines along Louise Avenue
- (2) Upgraded all curb ramps, constructed additional sidewalk, modified traffic signals and installed more signage to comply with the Americans with Disabilities Act (ADA)

The contract change orders totaled \$1,191,494 for a final contract amount of \$4,870,188. To support the construction cost of the additional work, on November 9, 2020, City Council approved a budget amendment to transfer \$950,000 from the Street Reserve Fund (1010) to the Streets CIP Fund (3310). With the approved budget amendment, staff was authorized to spend \$4,996,608 as necessary to achieve the goals of the project.

The project has been completed within the original contract period and in accordance with the plans, specifications, and City of Lathrop Standards. The construction costs referenced below capture all expenditures.

Construction costs are as follows:

A.	Construction Contract Amount	\$ 3,678,694
B.	Final Change Orders	\$ 1,191,494
		\$ 4,870,188
Total Construction Costs		\$ 4,870,188

SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING**ACCEPTANCE OF PUBLIC IMPROVEMENTS CONSTRUCTED BY DSS COMPANY DBA KNIFE RIVER FOR LOUISE AVENUE PAVEMENT REHABILITATION CIP PS 18-01 AND APPROVAL OF RELATED BUDGET AMENDMENT**

Upon acceptance of the improvements, the performance and payment bonds (Bond No. 190-045-315 / 107264112) will be released and replaced with the maintenance bond (Bond No. 190-045-315-M / 107264112-M). The maintenance bond covers any repairs or replacements that become necessary during the one-year period, beginning with this acceptance, due to defective materials or workmanship in connection with the completed improvements. Knife River has also provided the necessary lien releases for the materials supplied and completed work.

Knife River completed the construction of the project and staff has inspected the improvements and deemed them complete and in accordance with the approved plans and specifications.

Staff requests City Council accept the public improvements constructed by Knife River for Louise Avenue Pavement Rehabilitation CIP PS 18-01. Staff also requests City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk, the release of contract retention to Knife River, in the amount of \$243,510 within forty-five (45) days after the recording of the Notice of Completion, and the release of performance and payment bonds.

Reynolds & Brown (Developer) contributed their fair share of the funds to the City rather than constructing a portion of the improvements with the North Crossroads Business Center Project (Crossroads). The revenue received from the Developer will need to be recognized and used towards the construction cost of the project. Staff is also requesting City Council approve a budget amendment transferring \$612,391 from Developer Contribution Fund (2710) towards the completed project.

REASON FOR RECOMMENDATION:

Pavement evaluation studies determined that the existing pavement section in Louise Avenue is structurally deficient, and the current deteriorating pavement conditions of the segment between Harlan Road and the railroad crossing east of 5th Street warranted this to be a high priority project for City's road maintenance and repair program.

The project was completed by Knife River pursuant to the contract documents dated August 10, 2020. Staff has inspected the improvements and deemed them complete and in accordance with City standards. The performance and payment bonds (Bond No. 190-045-315 / 107264112) will be released and replaced with a one-year maintenance bond (Bond No. 190-045-315-M / 107264112-M) upon City Council's acceptance of the improvements.

CITY MANAGER'S REPORT **PAGE 4**
SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING
ACCEPTANCE OF PUBLIC IMPROVEMENTS CONSTRUCTED BY DSS COMPANY
DBA KNIFE RIVER FOR LOUISE AVENUE PAVEMENT REHABILITATION CIP PS
18-01 AND APPROVAL OF RELATED BUDGET AMENDMENT

FISCAL IMPACT:

Staff is requesting City Council approve a budget amendment to recognize \$612,391 received from the Developer and use it towards the construction cost of the project. In addition, staff is also requesting to recognize and adjust \$400,000 Regional Surface Transportation Program (RSTP) funds transferred to the Pavement Maintenance and Repair Project CIP PS 21-12 from the Louise Avenue Pavement Rehabilitation project CIP PS 18-01, as follows:

Increase Revenue		
2710-8000-372-01-00	PS 18-01	\$612,391
Increase Transfers Out		
2710-9900-990-9010		\$612,391
Increase Transfers In		
3310-9900-393-0000	PS 18-01	\$400,000
3310-9900-393-0000	PS 18-01	\$612,391
Decrease Transfers In		
3310-9900-393-0000	PS 21-12	\$400,000
Increase Expenditures		
3310-8000-420-12-00	PS 18-01	\$400,000
3310-8000-420-12-00	PS 18-01	\$612,391
Decrease Expenditures		
3310-8000-420-12-00	PS 21-12	\$400,000

ATTACHMENTS:

- A. Resolution Accepting Public Improvements Constructed by DSS Company dba Knife River for Louise Avenue Pavement Rehabilitation CIP PS 18-01, Authorize the Filing of a Notice of Completion, Release of Contract Retention, Release of Performance and Payment Bonds, and Approve Related Budget Amendment
- B. Notice of Completion – Louise Avenue Pavement Rehabilitation CIP PS 18-01
- C. Project Vicinity Map – Louise Avenue Pavement Rehabilitation CIP PS 18-01

CITY MANAGER'S REPORT **PAGE 5**
SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING
ACCEPTANCE OF PUBLIC IMPROVEMENTS CONSTRUCTED BY DSS COMPANY
DBA KNIFE RIVER FOR LOUISE AVENUE PAVEMENT REHABILITATION CIP PS
18-01 AND APPROVAL OF RELATED BUDGET AMENDMENT

APPROVALS:



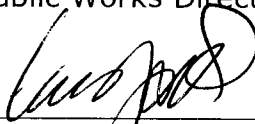
Ken Reed
Senior Construction Manager

8-26-2021
Date




Michael King
Public Works Director

8-25-2021
Date



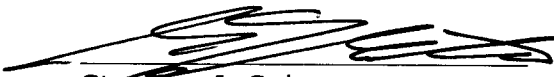
Cari James
Finance and Administrative
Services Director

8/30/2021
Date



Salvador Navarrete
City Attorney

8.30.2021
Date



Stephen J. Salvatore
City Manager

9.2.21
Date

RESOLUTION NO. 21 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING IMPROVEMENTS CONSTRUCTED BY DSS COMPANY DBA KNIFE RIVER CONSTRUCTION FOR LOUISE AVENUE PAVEMENT REHABILITATION CIP PS 18-01, AUTHORIZE THE FILING OF A NOTICE OF COMPLETION, RELEASE CONTRACT RETENTION AND PERFORMANCE & PAYMENT BONDS, AND APPROVE RELATED BUDGET AMENDMENT

WHEREAS, on August 10, 2020, City Council awarded a construction contract to DSS Company dba Knife River Construction (Knife River) for the construction of Louise Avenue Pavement Rehabilitation CIP PS 18-01; and

WHEREAS, the scope of work included the removal and replacement of concrete sidewalk, curb, and gutter, reconstruction of the road structural section and wearing course, construction of two center medians, and installation of a 12" water main within a 5,400-foot segment of Louise Avenue; and

WHEREAS, the awarded contract was in the amount of \$3,678,694, and a 10% construction contingency of \$367,870 was authorized for total construction budget for the project was \$4,046,564; and

WHEREAS, during construction, the additional work below was identified and resulted in contract change orders:

- (1) Reduced the thickness of the roadway section and installed reinforcing pavement fabric to protect the existing PG&E gas lines along Louise Avenue
- (2) Upgraded all curb ramps, constructed additional sidewalk, modified traffic signals and installed more signage to comply with the Americans with Disabilities Act (ADA)

WHEREAS, the contract change orders totaled \$1,191,494 for a final contract amount of \$4,870,188; and

WHEREAS, on November 9, 2020, City Council approved a budget amendment to transfer \$950,000 from the Street Reserve Fund (1010) to the Streets CIP Fund (3310)to support the additional construction cost; and

WHEREAS, with the approved budget amendment, staff was authorized to spend \$4,996,608 as necessary to achieve the goals of the project; and

WHEREAS, Knife River has satisfactorily completed the construction of the project, and staff has inspected the improvements and has deemed them complete and in accordance with the approved plans and specifications; and

WHEREAS, Knife River has provided the necessary lien releases for the materials supplied and completed work; and

WHEREAS, the performance and payment bonds (Bond No. 190-045-315 / 107264112) will be released and replaced with a one-year maintenance bond (Bond No. 190-045-315-M / 107264112-M) upon City Council’s acceptance of the improvements; and

WHEREAS, Knife River has submitted a one-year maintenance bond (based on 10% of total project cost) for the improvements being accepted; and

WHEREAS, the one-year maintenance bond covers any repairs or replacements that may become necessary during the one-year period, beginning with this acceptance, due to defective materials or workmanship in connection with the completed improvements; and

WHEREAS, staff requests City Council accept the public improvements constructed by Knife River for Louise Avenue Pavement Rehabilitation CIP PS 18-01; and

WHEREAS, staff also requests City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk, the release of contract retention to Knife River, in the amount of \$243,510 within forty-five (45) days after the recording of the Notice of Completion, and the release of performance and payment bonds; and

WHEREAS, Reynolds & Brown (developer) contributed their fair share of the funds to the City rather than constructing a portion of the improvements with the North Crossroads Business Center Project (Crossroads); and

WHEREAS, staff is requesting City Council approve a budget amendment to recognize \$612,391 received from the Developer and use it towards the construction cost of the project; and

WHEREAS, staff is also requesting a budget amendment to recognize and adjust \$400,000 Regional Surface Transportation Program (RSTP) funds transferred to the Pavement Maintenance and Repair Project CIP PS 21-12 from the Louise Avenue Pavement Rehabilitation project CIP PS 18-01, as follows:

Increase Revenue		
2710-8000-372-01-00	PS 18-01	\$612,391
Increase Transfers Out		
2710-9900-990-9010		\$612,391
Increase Transfers In		
3310-9900-393-0000	PS 18-01	\$400,000
3310-9900-393-0000	PS 18-01	\$612,391
Decrease Transfers In		
3310-9900-393-0000	PS 21-12	\$400,000

Increase Expenditures		
3310-8000-420-12-00	PS 18-01	\$400,000
3310-8000-420-12-00	PS 18-01	\$612,391
Decrease Expenditures		
3310-8000-420-12-00	PS 21-12	\$400,000

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby accept the public improvements constructed by DSS Company dba Knife River for improvements to Louise Avenue Pavement Rehabilitation CIP PS 18-01 pursuant to the contract documents dated August 10, 2020; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop authorizes the filing of the Notice of Completion with the San Joaquin County Clerk and the release of the contract retention to Knife River, in the amount of \$243,510 within forty-five (45) days after the recording of the Notice of Completion, and authorizes the release of the performance and payment bonds; and

BE IT FURTHER RESOLVED, that City Council of the City of Lathrop also approves a budget amendment transferring \$612,391 from Developer Contribution Fund (2710) towards the completed project and adjusting \$400,000 Regional Surface Transportation Program (RSTP) funds transferred to the Pavement Maintenance and Repair Project CIP PS 21-12 from the Louise Avenue Pavement Rehabilitation project CIP PS 18-01.

The foregoing resolution was passed and adopted this 13th day of September, 2021, 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

RECORDING REQUESTED BY, AND
WHEN RECORDED MAIL TO:

CITY OF LATHROP
 ATTN: CITY CLERK
 390 TOWNE CENTRE DRIVE
 LATHROP, CA 95330
 Exempt from payment of recording fees (GC 11922)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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 CA 95330

(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 PS 18-01 Louise Avenue Pavement Rehabilitation by DSS Company dba Knife River Construction

4. That on the 13th day of September 2021 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: DSS Company dba Knife River Construction

6. That the name and address of the transferor is:

NAME	STREET AND NO.	CITY	STATE
------	----------------	------	-------

DSS Company 655 W. Clay Street Stockton CA
dba Knife River Construction

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 PS 18-01 Louise Avenue Pavement Rehabilitation by DSS Company dba Knife River Construction

CITY OF LATHROP

By: _____
 Stephen J. Salvatore, City Manager Date

That the undersigned has knowledge of the contents herein and states under penalty of perjury that the foregoing is true and correct.

By: _____
 Teresa Vargas, City Clerk Date

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the NOTICE OF COMPLETION dated **September 13, 2021** by **DSS Company dba Knife River Construction** 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 **September 13, 2021**, and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____

By _____
Stephen J. Salvatore, City Manager

Attachment C



ITEM 4.7

CITY MANAGER'S REPORT SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING

ITEM: **ACCEPTANCE OF PUBLIC IMPROVEMENTS WITH ASSOCIATED CONDITIONS FOR TRACT 4018, PHASE 1B2, IN THE CENTRAL LATHROP SPECIFIC PLAN FROM LATHROP LAND ACQUISITION, LLC**

RECOMMENDATION: **Adopt Resolution Accepting Public Improvements with Associated Conditions for Tract 4018, Phase 1B2, in the Central Lathrop Specific Plan from Lathrop Land Acquisition, LLC**

SUMMARY:

Lathrop Land Acquisition, LLC (Saybrook), the developer for the Central Lathrop Specific Plan (CLSP), has substantially completed construction of the public improvements listed in the GASB 34 report, included as Attachment "D", for Tract 4018, Phase 1B2, in accordance with their Subdivision Improvement Agreement (SIA). The improvements listed in the GASB 34 report have been inspected by City staff to ensure conformance with the approved plans. A Vicinity Map for Tract 4018 is included as Attachment "C".

Saybrook has provided a one-year warranty bond based on 10% of the completed improvement construction cost and lien releases for the improvements being accepted. Staff recommends City Council accept Public Improvements contingent on the completion of the conditions listed in Attachment "B".

BACKGROUND:

On October 5, 2006, the City approved a Vesting Tentative Map (VTM) for Tract 3533 to create 62 parcels on 960 acres of land. On March 20, 2007, the City approved a VTM for Tract 3647 to subdivide a portion of Tract 3533 into 1,071 parcels on 190 acres of land. On August 13, 2018, the City approved VTM 3967 to subdivide a portion of Tract 3533 into 113 parcels on 18 acres of land to replace the previously planned school location with residential lots. The land for Tract 4018 is within the geographic boundaries of the VTMs for Tracts 3647 and 3967.

On June 14, 2021, City Council approved Tract 4018, establishing 292 single-family lots. As required by the City's subdivision ordinance, the approved Tract 4018 included an SIA to guarantee certain public improvements associated with the final map. Saybrook has completed most of the improvements associated with the SIA for Tract 4018. Staff is requesting that City Council approve the acceptance of the improvements contingent on Saybrook's completion of the items listed in Attachment "B". Approval to accept the improvements contingent on completion will accelerate the construction of the homes by allowing Saybrook to sell the land to the builders in mid-September, rather than waiting for acceptance during the October City Council meeting.

CITY MANAGER’S REPORT **PAGE 2**
SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING
ACCEPTANCE OF PUBLIC IMPROVEMENTS WITH ASSOCIATED CONDITIONS
FOR TRACT 4018, PHASE 1B2, IN THE CENTRAL LATHROP SPECIFIC PLAN
FROM LATHROP LAND ACQUISITION, LLC

To guarantee the completion of the unfinished improvements, Performance Bond No. PB01987300003 in the sum of \$8,827,659 and Labor and Materials No. PB01987300003 in the sum of \$4,413,829 will remain in place until the conditions listed in Attachment “B” are complete and inspected by staff. The bonds will be released and maintenance will begin upon inspection and confirmation by City staff that all items listed in the GASB 34 Report, included as Attachment “D”, are completed in compliance with the approved plans and City Standards.

Saybrook has provided one-year warranty bonds based on 10% of the completed improvements construction cost and both a master lien release and lien releases from each contractor, included in Attachment “E”. The warranty bond values and descriptions are detailed in Table 1 below. Staff recommends City Council accept the public improvements contingent on the completion of the remaining improvements listed in Attachment “B”.

Table 1

Contractor	Scope of Work	Bond Number	Bond Value
Teichert Construction	Underground	070212143 (Provided with Tract 4017 Acceptance)	\$1,368,503.67
Teichert Construction	Top Side	070212844	\$374,961.62
David Hall Masonry	Sound Walls	1001086868	\$94,581.40
Odyssey Environmental	Landscaping	CAC718774M	\$66,269.72
Smith Denison Construction	Joint Trench	100564832	\$269,158.85

REASON FOR RECOMMENDATION:

Construction of the public improvements for Tract 4018 is substantially complete and have been inspected by City staff to ensure conformance with the approved plans. Saybrook has submitted lien releases and a one-year maintenance bond for the improvements being accepted. Conditional acceptance of the improvements will allow for the continued development of Tract 4018. City staff will confirm when all conditions have been met and will subsequently request the City Engineer to release the Performance and Labor and Materials bonds as well as allow for the City to start maintenance of the improvements.

CITY MANAGER'S REPORT **PAGE 3**
SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING
ACCEPTANCE OF PUBLIC IMPROVEMENTS WITH ASSOCIATED CONDITIONS
FOR TRACT 4018, PHASE 1B2, IN THE CENTRAL LATHROP SPECIFIC PLAN
FROM LATHROP LAND ACQUISITION, LLC

FISCAL IMPACT:

The City's maintenance costs will increase because of the additional improvements that have to be maintained.

The one-year warranty bond covers any repairs or replacements that become necessary during the one-year period, beginning with this acceptance, due to defective materials or workmanship in connection with the completed improvements.

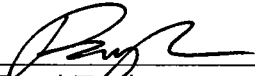
The City's Service Maintenance CFD 2019-02 has been established to help fund City maintenance and operating costs.

ATTACHMENTS:

- A. Resolution Accepting Public Improvements with Associated Conditions for Tract 4018, Phase 1B2, in the Central Lathrop Specific Plan from Lathrop Land Acquisition, LLC
- B. Conditions of Approval
- C. Tract 4018 Acceptance Vicinity Map
- D. GASB 34 Report for Tract 4018
- E. Lien Releases & Maintenance Warranty Bonds

CITY MANAGER'S REPORT
SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING
ACCEPTANCE OF PUBLIC IMPROVEMENTS WITH ASSOCIATED CONDITIONS
FOR TRACT 4018, PHASE 1B2, IN THE CENTRAL LATHROP SPECIFIC PLAN
FROM LATHROP LAND ACQUISITION, LLC

APPROVALS:




Brad Taylor
Land Development Manager

9/2/2021
Date



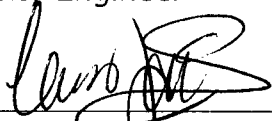
Michael King
Director of Public Works

9.1.2021
Date



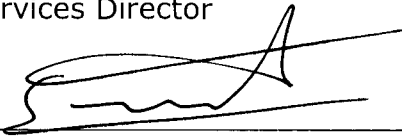
Glenn Gebhardt
City Engineer

9-2-21
Date




Cari James
Finance & Administrative
Services Director

9/3/2021
Date



Salvador Navarrete
City Attorney

9.2.2021
Date



Stephen J. Salvatore
City Manager

9.7.21
Date

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING PUBLIC IMPROVEMENTS WITH ASSOCIATED CONDITIONS FOR TRACT 4018, PHASE 1B2, IN THE CENTRAL LATHROP SPECIFIC PLAN FROM LATHROP LAND ACQUISITION, LLC

WHEREAS, on October 5, 2006, the City approved a Vesting Tentative Map (VTM) for Tract 3533 to create 62 parcels on 960 acres of land. On March 20, 2007, the City approved a VTM for Tract 3647 to subdivide a portion of Tract 3533 into 1,071 parcels on 190 acres of land; and

WHEREAS, on August 13, 2018, the City approved VTM 3967 to subdivide a portion of Tract 3533 into 113 parcels on 18 acres of land to replace the previously planned school location with residential lots. The land for Tract 4018 is within the geographic boundaries of the VTMs for Tracts 3647 and 3967; and

WHEREAS, on June 14, 2021, the City Council approved one Final Map for Tract 4018, establishing 292 single-family lots. As required by the City's subdivision ordinance, the approved Tract 4018 included an SIA to guarantee certain public improvements associated with the final map; and

WHEREAS, Lathrop Land Acquisition, LLC (Saybrook) has completed most of the improvements associated with the SIA for Tract 4018. Staff is requesting that City Council approve the acceptance of the improvements contingent on Saybrook's completion of the items listed in Attachment "B" of the City Manager's Report; and

WHEREAS, approval to accept the improvements contingent on completion will accelerate the construction of the homes by allowing Saybrook to sell the land to the builders in mid-September, rather than waiting for acceptance during the October City Council meeting; and

WHEREAS, to guarantee the completion of the unfinished improvements, Performance Bond No. PB01987300003 in the sum of \$8,827,659 and Labor and Materials No. PB01987300003 in the sum of \$4,413,829 will remain in place until the remaining improvements are complete and inspected by staff; and

WHEREAS, the bonds will be released and maintenance will begin upon inspection and confirmation by City staff that all items listed in the GASB 34 Report, included as Attachment "D", are completed in compliance with the approved plans and City Standards; and

WHEREAS, Saybrook has provided one-year warranty bonds based on 10% of the completed improvements construction cost and both a master lien release and lien releases from each contractor. The warranty bond values and descriptions are detailed in Table 1 below:

Table 1

Contractor	Scope of Work	Bond Number	Bond Value
Teichert Construction	Underground	070212143 (Provided with Tract 4017 Acceptance)	\$1,368,503.67
Teichert Construction	Top Side	070212844	\$374,961.62
David Hall Masonry	Sound Walls	1001086868	\$94,581.40
Odyssey Environmental	Landscaping	CAC718774M	\$66,269.72
Smith Denison Construction	Joint Trench	100564832	\$269,158.85

WHEREAS, City staff will confirm when all conditions have been met and will subsequently request the City Engineer to release the Performance and Labor and Materials bonds as well as allow for the City to start maintenance of the improvements; and

WHEREAS, the City's Service Maintenance CFD 2019-02 has been established to help fund City maintenance and operating costs.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby accept the public improvements associated with the Subdivision Improvement Agreement for Tract 4018 in the Central Lathrop Specific Plan from Lathrop Land Acquisition, LLC in accordance with City specifications, contingent on the satisfaction of the conditions listed in Attachment B of the City Manger's Report. The City Engineer is to confirm when these conditions have been met and upon satisfaction of the conditions, the Performance and Labor and Materials bonds will be released and the City will begin maintenance of the improvements.

The foregoing resolution was passed and adopted this 13th day of September 2021, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

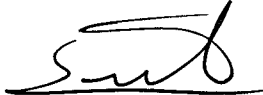
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas
City Clerk

APPROVED AS TO FORM:



Salvador Navarrete
City Attorney

CONDITIONS OF APPROVAL FOR TRACT 4018

Teichert (Underground and Topside):

- Complete the concrete at the entrances of Isadore (Pleasant/Sierra Mar)
- Complete the forming and pouring of the remaining in-tract handicap ramps
- Complete the forming and pouring of gaps/driveways and hydrant pads
- Remove the curb cut and vertical curb and install driveway at lot 82 that was not staked correctly
- Back up and clean up the planters throughout 1B2
- Raise the iron in 1B2
- Spin off the lots that require touching up
- Clean up the hinge points in front of the lots
- Replace the sewer clean out in the driveways with G-5 traffic boxes
- Sign and stripe
- Final cleanup of Tract
- Install air release valves
- Grout manholes and catch basins
- Slurry seal Barbara Terry

Smith Denison (Joint Trench):

- Electric tie-ins
- Street light wiring
- Set transformer-all but 4
- Barbara Terry power

Odyssey (Landscaping):

- Parcel B completion
- Stanford Crossing completion
- Barbara Terry completion
- Corner of Isadore/Stanford Crossing completion
- Entrance at Pleasant Drive completion
- Entrance at Sierra Mar/ Isadore completion
- Entrance at Sierra Mar/Barbara Terry
- Entrance at Rosedale completion
- Median at Rosedale completion
- Median at Sierra Mar/Barbara Terry completion
- Median at Pleasant/Isadore
- Median at Sierra Mar/Isadore
- Isadore booster pump
- Barbara Terry booster pump
- Controller on Barbara Terry
- Mow band at end of pilasters at four entrances

CENTRAL LATHROP SPECIFIC PLAN - TRCACT 4018 VICINITY MAP



08-18-2021 4:16pm Jeff Matson P:\05226\053\ENR-D\TRACT 4018 - VICINITY MAP.DWG

**CITY OF LATHROP
PROJECT ACCEPTANCE
(GASB 34 REPORT)**

Date: 8/25/2021

Submitted by: MacKay & Soms
Tract 4018 - Lathrop, CA

*Based on Improvement and Grading Plans prepared by MacKay & Soms dated June 2020

<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Cost</u>
Structural Section (4" AC, 4" AB, 12" LTB)	SF	370,924	4.00 \$	1,483,696.00
Survey Monuments	EA	69	800.00 \$	55,200.00
Community Wall	LF	3,408	150.00 \$	511,200.00
			\$	-
6" Standard curb and gutter	LF	19,434	16.00 \$	310,944.00
9" Median curb & apron (Type F)	LF	466	33.50 \$	15,611.00
6" Sidewalk	SF	89,418	5.00 \$	447,090.00
Curb Return and ADA ramp	EA	36	2,500.00 \$	90,000.00
Driveways	EA	292	725.00 \$	211,700.00
			\$	-
Manholes including reset to finish grade and vacuum test	EA	47	6,000.00 \$	282,000.00
60" Manhole incl.reset to finish grade &vacuum test	EA	2	7,000.00 \$	14,000.00
8" Pipe including backfill	LF	9,946	32.00 \$	318,272.00
4" Laterals w/ cleanouts	EA	292	1,000.00 \$	292,000.00
			\$	-
Storm drain manhole including reset to finish grade	EA	13	3,200.00 \$	41,600.00
Storm drain manhole including reset to finish grade saddle type base)	(with EA	5	5,500.00 \$	27,500.00
			\$	-
15" RCP Storm drain pipe	LF	5,404	65.75 \$	355,313.00
18" RCP Storm drain pipe	LF	2,538	66.00 \$	167,508.00
24" RCP Storm drain pipe	LF	818	85.00 \$	69,530.00
30" RCP Storm drain pipe	LF	603	124.00 \$	74,772.00
36" RCP Storm drain pipe	LF	405	124.00 \$	50,220.00
42" RCP Storm drain pipe	LF	287	173.33 \$	49,746.67
48" RCP Storm drain pipe	LF	134	198.00 \$	26,532.00
Curb inlet	EA	93	3,800.00 \$	353,400.00
Curb inlet (with saddle type base)	EA	10	5,500.00 \$	55,000.00
			\$	-
8" Potable Water Main including fittings	LF	10,167	30.00 \$	305,010.00
8" Steel Potable Water Main including fittings	LF	113	60.00 \$	6,780.00
Fire hydrant assembly	EA	18	5,500.00 \$	99,000.00
1" Service Lateral	EA	292	1,200.00 \$	350,400.00
Meter boxes	EA	292	100.00 \$	29,200.00
8" Butterfly Valves	EA	51	800.00 \$	40,800.00
Water sampling station	EA	1	2,500.00 \$	2,500.00
Grand Total			\$	6,136,524.67

**To: City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330**

NOTICE OF WAIVER AND RELEASE

Saybrook CLSP, LLC has received Unconditional Waiver and Release On Final Payment forms from contractor(s) it engaged for construction of the following improvement:

Stanford Crossing Neighborhoods Phase 1B-2 (Tract 4018) Topside Improvements

Copies of those documents are attached to this Notice.

Those documents waive and release lien, stop payment notice, and payment bond rights the claimants had for all labor and service provided, and equipment and material delivered, for the work of improvement listed above.

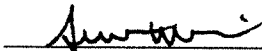
In addition, CLSP certifies:

- 1) To the best of its knowledge, any and all persons entitled to record mechanics lien, stop payment notices or payment bond claims for labor, service, equipment, or material provided to the work of improvement identified above have been paid in full; and
- 2) That it has not received any notice or claim from any persons entitled to record mechanics lien, stop payment notices or payment bond claims for labor, service, equipment, or material provided to the work of improvement identified above.

SAYBROOK CLSP, LLC

Date: 9/3/2021

By: Saybrook Fund Investors, LLC
Its: Managing Member

By: 
Jeffrey M. Wilson

MAINTENANCE AND WARRANTY BOND

Bond Number: 070210008-M

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, City of Lathrop, hereinafter called the Obligee or City, and Saybrook CLSP, LLC, hereinafter called Saybrook, the developer for the Central Lathrop Specific Plan ("CLSP"), entered into a Development Agreement dated December 5, 2016 and subsequently, a Subdivision Improvement Agreement dated June 14, 2021, requiring construction of certain improvements including but not limited to topside improvements at Neighborhood Phase 1B-2 - Tract 4018 ("Phase 1B-2 Topside Improvements"); and

WHEREAS, A Teichert & Son, Inc., dba Teichert Construction hereinafter called the Principal or Contractor, constructed and completed the Phase 1B-2 Topside Improvements under a contract with Saybrook dated April 1, 2021; and

WHEREAS, the City has inspected the Phase 1B-2 Topside Improvements and deemed said improvements to be complete and built to the Obligee's specifications and the City Council of Lathrop accepted the Phase 1B-2 Topside Improvements at its meeting on September 13, 2021; and

WHEREAS, Saybrook is required to guarantee replacement and/or repair of the Phase 1B-2 Topside Improvements as a result of defective materials, equipment or defective workmanship for a period of one (1) year from the date of acceptance of the Phase 1B-2 Topside Improvements by the City Council of Lathrop.

NOW, THEREFORE, Principal and Liberty Mutual Insurance Company, hereinafter called Surety, are held and firmly bound unto the Obligee, in the penal sum of Three Hundred Seventy-Four Thousand Nine Hundred Sixty-One and 62/100 Dollars (\$374,961.62) the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

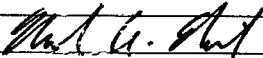
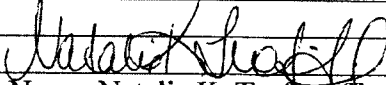
The condition of this obligation is such that, if Principal shall, upon receipt of notice in writing from City, promptly investigate and make all repairs to the Phase 1B-2 Topside Improvements arising out of defective materials, workmanship, or equipment that appear within one (1) year from the date City accepts the Phase 1B-2 Topside Improvements, then this obligation shall be null and void: otherwise is shall remain in full force and effect.

PROVIDED, HOWEVER, that the Obligee shall give Principal and Surety notice of observed defects with reasonable promptness.

City is hereby authorized to make such repairs. and the Principal and Surety shall be liable for the cost thereof, if ten (10) days after giving of such notice to the Contractor, the Contractor has failed to make or undertake the repairs with due diligence. In case of emergency, where in the opinion of the City delay could cause serious loss or damage, repairs may be made without notice being sent to the Contractor, and the expense in connection therewith shall be charged to the Contractor, and its Surety shall be liable for the cost thereof.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Development Agreement, Subdivision Improvement Agreement, or to the Phase 1B-2 Topside Improvements to be performed thereunder 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 Development Agreement, Subdivision Improvement Agreement, or to the Phase 1B-2 Topside Improvements, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, this instrument has been duly executed by the Contractor and Surety above named, on the 31st day of August, 2021.

CONTRACTOR, as Principal	SURETY
A Teichert & Son, Inc., dba Teichert Construction	Liberty Mutual Insurance Company
By: 	By: 
Print Name: Mark A. Nilsen	Print Name: Natalie K. Trofimoff
Title: Vice-President	Title: Attorney-in-Fact
Address: 265 Val Dervin Parkway Stockton, CA 95206 Sacramento, CA 95834 Attn.: Mark A. Nilsen	Address: 175 Berkeley St. Boston, MA 02116

NOTE: NOTARY ACKNOWLEDGMENT FOR SURETY AND SURETY'S POWER OF ATTORNEY MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

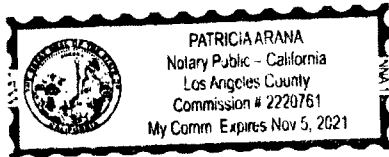
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California)
) ss
County of Los Angeles)

On 10/04/2021, before me, Patricia Arana, Notary Public, personally appeared Natalie K. Trofimoff, 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.



(Seal)

Signature: *Patricia Arana*
Patricia Arana, Notary Public



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: 8204962-977459

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, C. K. Nakamura, E. S. Albrecht Jr., Jessica L. Rosser, Lisa L. Thornton, Maria Pena, Natalie K. Trofimoff, Noemi Quiroz, Patricia S. Arana, Tim M. Tomko

all of the city of Los Angeles 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 4th day of March, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 4th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty 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 - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: 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 AUG 31 2021 day of



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

RECEIVED
SEP 03 2021
STOCKTON OFFICE

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: Teichert Construction

Name of Customer: Saybrook CLSP, LLC

Job Location: STANFORD CROSSING NEIGHBORHOODS PHASE 1B-2 (TRACT 4018) TOPSIDE IMP
LATHROP ROAD & GOLDEN PARKWAY & LAND PARK DRIVE, LATHROP

Owner: Saybrook CLSP, LLC

Unconditional Waiver and Release

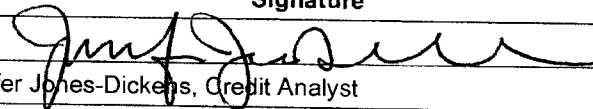
This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions

This document does not affect any of the following:
Disputed claims for extras in the amount of: \$ 0.00

Signature

Claimant's Signature:



Claimant's Title: Jennifer Jones-Dickens, Credit Analyst

Date of Signature: 09/01/2021

7/1/12

CALIFORNIA 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 Sacramento }

On September 02, 2021 before me, Rachel P. Ordonez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jennifer Jones Dickens-----
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.

Place Notary Seal and/or Stamp Above

Signature Rachel P. Ordonez
Signature of Notary Public

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: _____ Signer's Name: _____

Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____

Partner – Limited General Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____

**To: City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330**

NOTICE OF WAIVER AND RELEASE

Saybrook CLSP, LLC has received Unconditional Waiver and Release On Final Payment forms from contractor(s) it engaged for construction of the following improvement:

Stanford Crossing Neighborhoods Phase 1B-2 (Tract 4018) Sound Wall Improvements

Copies of those documents are attached to this Notice.

Those documents waive and release lien, stop payment notice, and payment bond rights the claimants had for all labor and service provided, and equipment and material delivered, for the work of improvement listed above.

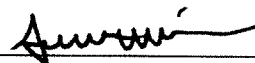
In addition, CLSP certifies:

- 1) To the best of its knowledge, any and all persons entitled to record mechanics lien, stop payment notices or payment bond claims for labor, service, equipment, or material provided to the work of improvement identified above have been paid in full; and
- 2) That it has not received any notice or claim from any persons entitled to record mechanics lien, stop payment notices or payment bond claims for labor, service, equipment, or material provided to the work of improvement identified above.

SAYBROOK CLSP, LLC

Date: 9/3/2021

By: Saybrook Fund Investors, LLC
Its: Managing Member

By: 
Jeffrey M. Wilson

MAINTENANCE AND WARRANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, City of Lathrop, hereinafter called the Obligee or City, and Saybrook CLSP, LLC, hereinafter called Saybrook, the developer for the Central Lathrop Specific Plan ("CLSP"), entered into a Development Agreement dated December 5, 2016 and subsequently, a Subdivision Improvement Agreement dated June 14, 2021, requiring construction of certain improvements including but not limited to sound wall improvements at Neighborhood Phase 1B-2 - Tract 4018 ("Phase 1B-2 Sound Wall Improvements"); and

WHEREAS, David Hall Masonry, Inc. hereinafter called the Principal or Contractor, constructed and completed the Phase 1B-2 Sound Wall Improvements under a contract with Saybrook dated March 30, 2021; and

WHEREAS, the City has inspected the Phase 1B-2 Sound Wall Improvements and deemed said improvements to be complete and built to the Obligee's specifications and the City Council of Lathrop accepted the Phase 1B-2 Sound Wall Improvements at its meeting on September 13, 2021; and

WHEREAS, Saybrook is required to guarantee replacement and/or repair of the Phase 1B-2 Sound Wall Improvements as a result of defective materials, equipment or defective workmanship for a period of one (1) year from the date of acceptance of the Phase 1B-2 Sound Wall Improvements by the City Council of Lathrop.

NOW, THEREFORE, Principal and U.S. Specialty Insurance Company, hereinafter called Surety, are held and firmly bound unto the Obligee, in the penal sum of Ninety-Four Thousand Five Hundred Eighty-One and 40/100 Dollars (\$94,581.40) the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

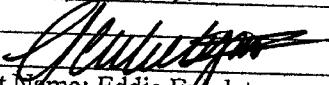

The condition of this obligation is such that, if Principal shall, upon receipt of notice in writing from City, promptly investigate and make all repairs to the Phase 1B-2 Sound Wall Improvements arising out of defective materials, workmanship, or equipment that appear within one (1) year from the date City accepts the Phase 1B-2 Sound Wall Improvements, then this obligation shall be null and void; otherwise is shall remain in full force and effect.

PROVIDED, HOWEVER, that the Obligee shall give Principal and Surety notice of observed defects with reasonable promptness.

City is hereby authorized to make such repairs, and the Principal and Surety shall be liable for the cost thereof, if ten (10) days after giving of such notice to the Contractor, the Contractor has failed to make or undertake the repairs with due diligence. In case of emergency, where in the opinion of the City delay could cause serious loss or damage, repairs may be made without notice being sent to the Contractor, and the expense in connection therewith shall be charged to the Contractor, and its Surety shall be liable for the cost thereof.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Development Agreement, Subdivision Improvement Agreement, or to the Phase 1B-2 Sound Wall Improvements to be performed thereunder 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 Development Agreement, Subdivision Improvement Agreement, or to the Phase 1B-2 Sound Wall Improvements, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, this instrument has been duly executed by the Contractor and Surety above named, on the 27th day of August, 2021.

CONTRACTOR, as Principal	SURETY
David Hall Masonry, Inc.	U.S. Specialty Insurance Company
By: 	By: 
Print Name: Eddie Erdelatz	Print Name: Carol F. McFarland
Title: President	Title: Attorney-in-Fact
Address: 651 S. Stockton Avenue Ripon, CA 95366 Attn.: Eddie Erdelatz	Address: 501 W. Broadway, Suite 1470 San Diego, CA 92101

NOTE: NOTARY ACKNOWLEDGMENT FOR SURETY AND SURETY'S POWER OF ATTORNEY MUST BE ATTACHED.

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.

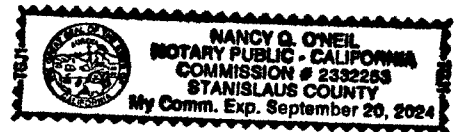
State of California
County of Stanislaus)

On August 27, 2021 before me, Nancy Q. O'Neil, Notary Public
(insert name and title of the officer)

personally appeared Carol F. McFarland
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 Nancy Q. O'Neil (Seal)



TOKIO MARINE
HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jeffrey J. Quinn, Marc Q. O'Neil, Nancy Q. O'Neil, Alma G. Sablan
or Carol F. McFarland of Modesto, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Three Million***** Dollars (***\$3,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California
County of Los Angeles



By:
Daniel P. Aguilar, Vice President

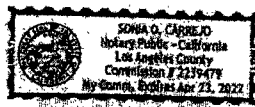
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 27th day of August, 2021.

Corporate Seals
Bond No.
Agency No. 19832



Kio Lo, Assistant Secretary

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Name of Claimant: DAVID HALL MASONRY, INC.

Name of Customer: SAYBROOK CLSP, LLC

Job Location: STANFORD CROSSING 1B-2

(ADDRESS)

STANFORD CROSSING AND BARBARA TERRY BLVD., LATHROP, CA.

(CITY)

(STATE)

(ZIP)

Owner: SAYBROOK CLSP, LLC

Unconditional Waiver and Release:

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions:

This document does not affect the following:

Disputed claims for extras in the amount of: \$ ZERO

Signature:

Claimant's Signature: 

Claimant's Title: OFFICE MANAGER

Date of Signature: 8/27/21

**To: City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330**

NOTICE OF WAIVER AND RELEASE

Saybrook CLSP, LLC has received Unconditional Waiver and Release On Final Payment forms from contractor(s) it engaged for construction of the following improvement:

Stanford Crossing Neighborhoods Phase 1B-2 (Tract 4018) Landscape Improvements

Copies of those documents are attached to this Notice.

Those documents waive and release lien, stop payment notice, and payment bond rights the claimants had for all labor and service provided, and equipment and material delivered, for the work of improvement listed above.

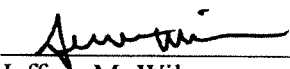
In addition, CLSP certifies:

- 1) To the best of its knowledge, any and all persons entitled to record mechanics lien, stop payment notices or payment bond claims for labor, service, equipment, or material provided to the work of improvement identified above have been paid in full; and
- 2) That it has not received any notice or claim from any persons entitled to record mechanics lien, stop payment notices or payment bond claims for labor, service, equipment, or material provided to the work of improvement identified above.

SAYBROOK CLSP, LLC

Date: 9 / 3 / 2021

By: Saybrook Fund Investors, LLC
Its: Managing Member

By: 
Jeffrey M. Wilson

MAINTENANCE AND WARRANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, City of Lathrop, hereinafter called the Obligee or City, and Saybrook CLSP, LLC, hereinafter called Saybrook, the developer for the Central Lathrop Specific Plan ("CLSP"), entered into a Development Agreement dated December 5, 2016 and subsequently, a Subdivision Improvement Agreement dated June 14, 2021, requiring construction of certain improvements including but not limited to landscape improvements at Neighborhood Phase 1B-2 - Tract 4018 ("Phase 1B-2 Landscape Improvements"); and

WHEREAS, Odyssey Environmental Services, Inc. hereinafter called the Principal or Contractor, constructed and completed the Phase 1B-2 Landscape Improvements under a contract with Saybrook dated March 26, 2021; and

WHEREAS, the City has inspected the Phase 1B-2 Landscape Improvements and deemed said improvements to be complete and built to the Obligee's specifications and the City Council of Lathrop accepted the Phase 1B-2 Landscape Improvements at its meeting on September 13, 2021; and

WHEREAS, Saybrook is required to guarantee replacement and/or repair of the Phase 1B-2 Landscape Improvements as a result of defective materials, equipment or defective workmanship for a period of one (1) year from the date of acceptance of the Phase 1B-2 Landscape Improvements by the City Council of Lathrop.

NOW, THEREFORE, Principal and Merchants Bonding Company (Mutual), hereinafter called Surety, are held and firmly bound unto the Obligee, in the penal sum of Sixty-Six Thousand Two Hundred Sixty-Nine and 72/100 Dollars (\$66,269.72) the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

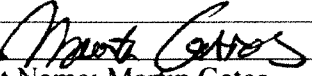
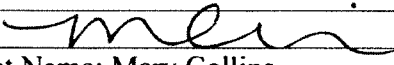
The condition of this obligation is such that, if Principal shall, upon receipt of notice in writing from City, promptly investigate and make all repairs to the Phase 1B-2 Landscape Improvements arising out of defective materials, workmanship, or equipment that appear within one (1) year from the date City accepts the Phase 1B-2 Landscape Improvements, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that the Obligee shall give Principal and Surety notice of observed defects with reasonable promptness.

City is hereby authorized to make such repairs, and the Principal and Surety shall be liable for the cost thereof, if ten (10) days after giving of such notice to the Contractor, the Contractor has failed to make or undertake the repairs with due diligence. In case of emergency, where in the opinion of the City delay could cause serious loss or damage, repairs may be made without notice being sent to the Contractor, and the expense in connection therewith shall be charged to the Contractor, and its Surety shall be liable for the cost thereof.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Development Agreement, Subdivision Improvement Agreement, or to the Phase 1B-2 Landscape Improvements to be performed thereunder 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 Development Agreement, Subdivision Improvement Agreement, or to the Phase 1B-2 Landscape Improvements, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, this instrument has been duly executed by the Contractor and Surety above named, on the 2nd day of September, 2021.

CONTRACTOR, as Principal	SURETY
Odyssey Environmental Services, Inc.	Merchants Bonding Company (Mutual)
By: 	By: 
Print Name: Martin Gates	Print Name: Mary Collins
Title: President	Title: Attorney-In-Fact
Address: 5400 W. Highway 12 Lodi, CA 95242 Attn.: Martin Gates	Address: 6700 Westown Parkway West Des Moines, IA 50266-7754

NOTE: NOTARY ACKNOWLEDGMENT FOR SURETY AND SURETY'S POWER OF ATTORNEY MUST BE ATTACHED.

Notary Acknowledgment

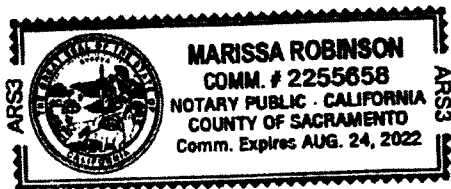
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

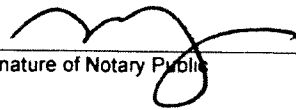
STATE OF CALIFORNIA
 COUNTY OF Sacramento

On September 2, 2021, before me, Marissa Robinson, Notary Public, personally appeared Mary Collins, 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 of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

- | | |
|---|--|
| <input type="checkbox"/> Partner(s)

<input type="checkbox"/> Attorney-In-Fact
<input type="checkbox"/> Trustee(s)
<input type="checkbox"/> Guardian/Conservator
<input type="checkbox"/> Other: | Title(s)

<input type="checkbox"/> Limited
<input type="checkbox"/> General |
|---|--|

Signer is representing:
 Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Bill Rapp, Brad Espinosa; Claudine Gordon, Deanna Quintero, Elizabeth Colfodi, Jason March, Jennifer Lakmann, John Hopkins, K. Corey Ward, Kristie Phillips, Marissa Robinson; Mary Collins, Matthew Foster, Michael K. Feeney, Mindy Whitehouse, Phillip Watkins; Renee Ramsey, Samantha Watkins, Sara Walliser, Sarah Otto, Stephanie Agapoff, Steven Lee Williams; Tony Clark

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc. on October 16, 2015.

"The President, Secretary, Treasurer or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of August, 2021.

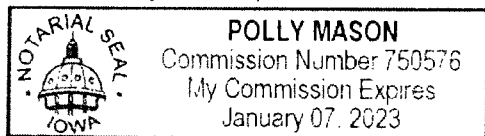


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss

On this 5th day of August, 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC. and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies, and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 2nd day of September, 2021.



William Warner Jr.
Secretary

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: Odyssey Environmental Services, Inc

Name of Customer: Saybrook CLSP, LLC

Job Location: Stanford Crossings Neighborhoods Phase 1B-2 (Tract 4018), Lathrop CA

Owner: Saybrook CLSP, LLC

Unconditional Waiver and Release

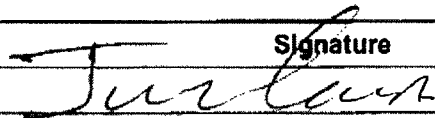
This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions

This document does not affect any of the following:
Disputed claims for extras in the amount of: \$ 0.00

Signature

Claimant's Signature:



Claimant's Title: Contracts Administrator

Date of Signature: 08/31/2021

7/1/12

To: **City of Lathrop**
390 Towne Centre Drive
Lathrop, CA 95330

NOTICE OF WAIVER AND RELEASE

Saybrook CLSP, LLC has received Unconditional Waiver and Release On Final Payment forms from contractor(s) it engaged for construction of the following improvement:

Stanford Crossing Neighborhoods Phase 1B-2 (Tract 4018) Joint Trench Improvements

Copies of those documents are attached to this Notice.

Those documents waive and release lien, stop payment notice, and payment bond rights the claimants had for all labor and service provided, and equipment and material delivered, for the work of improvement listed above.

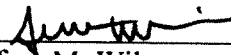
In addition, CLSP certifies:

- 1) To the best of its knowledge, any and all persons entitled to record mechanics lien, stop payment notices or payment bond claims for labor, service, equipment, or material provided to the work of improvement identified above have been paid in full; and
- 2) That it has not received any notice or claim from any persons entitled to record mechanics lien, stop payment notices or payment bond claims for labor, service, equipment, or material provided to the work of improvement identified above.

SAYBROOK CLSP, LLC

Date: 9/3/2021

By: Saybrook Fund Investors, LLC
Its: Managing Member

By: 
Jeffrey M. Wilson

MAINTENANCE AND WARRANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, City of Lathrop, hereinafter called the Obligee or City, and Saybrook CLSP, LLC, hereinafter called Saybrook, the developer for the Central Lathrop Specific Plan ("CLSP"), entered into a Development Agreement dated December 5, 2016 2016 and subsequently, a Subdivision Improvement Agreement dated June 14, 2021, requiring construction of certain improvements including but not limited to joint trench improvements at Neighborhood Phase 1B-2 - Tract 4018 ("Phase 1B-2 Joint Trench Improvements"); and

WHEREAS, Smith Denison Construction Company (Inc.) hereinafter called the Principal or Contractor, constructed and completed the Phase 1B-2 Joint Trench Improvements under a contract with Saybrook dated March 26, 2021; and

WHEREAS, the City has inspected the Phase 1B-2 Joint Trench Improvements and deemed said improvements to be complete and built to the Obligee's specifications and the City Council of Lathrop accepted the Phase 1B-2 Joint Trench Improvements at its meeting on September 15, 2021; and

WHEREAS, Saybrook is required to guarantee replacement and/or repair of the Phase 1B-2 Joint Trench Improvements as a result of defective materials, equipment or defective workmanship for a period of one (1) year from the date of acceptance of the Phase 1B-2 Joint Trench Improvements by the City Council of Lathrop.

NOW, THEREFORE, Principal and CS Specialty Insurance Company, hereinafter called Surety, are held and firmly bound unto the Obligee, in the penal sum of Two Hundred Sixty-Nine Thousand One Hundred Fifty-eight and 85/100 Dollars (\$269,158.85) the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

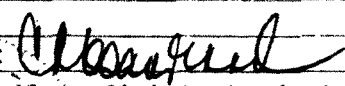
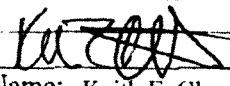
The condition of this obligation is such that, if Principal shall, upon receipt of notice in writing from City, promptly investigate and make all repairs to the Phase 1B-2 Joint Trench Improvements arising out of defective materials, workmanship, or equipment that appear within one (1) year from the date City accepts the Phase 1B-2 Joint Trench Improvements, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that the Obligee shall give Principal and Surety notice of observed defects with reasonable promptness.

City is hereby authorized to make such repairs, and the Principal and Surety shall be liable for the cost thereof, if ten (10) days after giving of such notice to the Contractor, the Contractor has failed to make or undertake the repairs with due diligence. In case of emergency, where in the opinion of the City delay could cause serious loss or damage, repairs may be made without notice being sent to the Contractor, and the expense in connection therewith shall be charged to the Contractor, and its Surety shall be liable for the cost thereof.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Development Agreement, Subdivision Improvement Agreement, or to the Phase 1B-2 Joint Trench Improvements to be performed thereunder 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 Development Agreement, Subdivision Improvement Agreement, or to the Phase 1B-2 Joint Trench Improvements, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, this instrument has been duly executed by the Contractor and Surety above named, on the 26th day of August, 2021.

CONTRACTOR, as Principal	SURETY
Smith Denison Construction Company a California Corporation	U.S. Specialty Insurance Company
By: 	By: 
Print Name: Cindy McCausland	Print Name: Keith E. Clements
Title: CFO	Title: Attorney in Fact
Address: 500 Greenville Road Livermore, CA 94550 Attn: Cindy McCausland	Address: 501 W. Broadway, Suite 1470 San Diego, CA 92101 Attn: Keith Clements

NOTE: NOTARY ACKNOWLEDGMENT FOR SURETY AND SURETY'S POWER OF ATTORNEY MUST BE ATTACHED.



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That, U.S. SPECIALTY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint,

KEITH E. CLEMENTS

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver bond number 100600570 issued in the course of its business and to bind the Company thereby, in an amount not to exceed Five million and 00/100 (\$5,000,000.00). Said appointment is made under and by authority of the following resolutions of the Board of Directors of U. S. Specialty Insurance Company:

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." Adopted by unanimous written consent in lieu of meeting on September 1st, 2011.

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, U.S. Specialty Insurance Company has caused its seal to be affixed hereto and executed by its Senior Vice President on this 18th day of December 2017.

State of California
County of Los Angeles



U.S. SPECIALTY INSURANCE COMPANY

By: Adam S. Pessin
Adam S. Pessin, Senior Vice President

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.

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Adam S. Pessin, Senior Vice President of U.S. Specialty Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 Sonia O. Carrejo

(seal)



I, Kio Lo, Assistant Secretary of U.S. Specialty Insurance Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 26th day of August, 2021.

Bond No. 100600570

Agency No. 5579



Kio Lo
Kio Lo, Assistant Secretary

HCCSZZ POAUS51C06/2018

visit tmhcc.com/surety for more information

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.

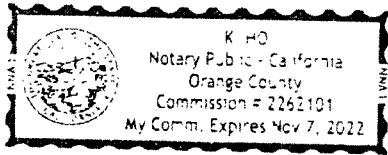
State of California)
County of Orange)

On 8 26 21 before me, K. Ho, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Keith E. Clements
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 [Handwritten 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: Bond # Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Keith Clements
 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: _____

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 Alameda

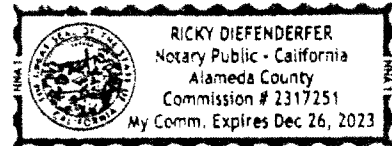
On 08/30/2021 before me, Ricky Diefenderfer, Notary Public
(insert name and title of the officer)

personally appeared Cynthia McCaustland
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)



UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

(California Civil Code § 8138)

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

IDENTIFYING INFORMATION

Name of Claimant: SMITH DENISON CONSTRUCTION COMPANY

Name of Customer: SAYBROOK CLSP, LLC

Job Location: STANFORD CROSSING NBH PHASE 1B - 2 TRACT # 4018 LATHROP, CA CONTRACT # 33716893.2

Owner: SAYBROOK CLSP, LLC

UNCONDITIONAL WAIVER AND RELEASE

This document waives and release lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

EXCEPTIONS

This document does not affect any of the following:

Disputed claims for extras in the amount of: \$0.00

SIGNATURE

Claimant's Signature: 

Claimant's Title: CFO

Date of Signature: 09/03/21

ITEM 4.8

CITY MANAGER'S REPORT SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVAL OF PROFESSIONAL CONSULTING SERVICES AGREEMENT FOR ON-CALL GIS SERVICES WITH CONDOR EARTH TECHNOLOGIES, INC. AND A RELATED BUDGET AMENDMENT**

RECOMMENDATION: **Adopt Resolution Approving a Professional Consulting Services Agreement with Condor Earth Technologies, Inc. to provide On-Call GIS Services and a Related Budget Amendment**

SUMMARY:

The Land Development Division within the Public Works Department is responsible for processing all residential, commercial, and industrial development projects. The City continues to experience rapid growth over the past few years, even during the recent pandemic, and the increase in construction and development projects has remained steady.

While City staff perform the key tasks related to processing land development projects, specialized consultant services are needed to complete Geographical Information System (GIS) electronic data conversion tasks. GIS locates, displays and describes all infrastructure within the City to support maintenance and future development as well as utility modelling.

Staff is requesting City Council approval of a Professional Consulting Services Agreement with Condor Earth Technologies, Inc. (Condor) to provide On-Call GIS Services on a time and materials basis for a cost not to exceed \$100,000 for each year for a total amount of \$200,000 and a Related Budget Amendment. The cost to perform the GIS electronic data conversion tasks will be fully funded by the development at the time of acceptance of the public improvements and the costs for these services will only be paid if the revenue has been received.

BACKGROUND:

The City's GIS identifies the location and details of all components of infrastructure including, pipes, manholes, valves, hydrants, laterals, meters, pumps, and outfalls for storm water, sewer or water facilities. Each component is displayed on a satellite image in the exact location with details on material, age, size and type shown by clicking on a particular item. This information is critical for the maintenance and repair of the City's infrastructure as well as identification and modelling of utilities for new development.

**CITY MANAGER'S REPORT
SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING
APPROVAL OF PROFESSIONAL CONSULTING SERVICES AGREEMENT FOR ON-
CALL GIS SERVICES WITH CONDOR EARTH TECHNOLOGIES, INC. AND A
RELATED BUDGET AMENDMENT**

PAGE 2

Upon acceptance of public improvements from new developments, the infrastructure needs to be added to the City's GIS. While City staff perform the key tasks related to processing land development projects, specialized consultant services are needed to complete Geographical Information System (GIS) electronic data conversion tasks.

Staff solicited and received a proposal from Condor to provide on-call GIS services on a time and materials basis for a cost not to exceed \$100,000 per fiscal year. The cost to perform the GIS electronic data conversion tasks will be fully funded by the development at the time of acceptance of the public improvements and the costs for these services will only be paid if the revenue has been received.

REASON FOR RECOMMENDATION:

Professional services for GIS electronic data conversion tasks are needed for the Land Development Division to keep up with the continued rapid growth over the past few years, and the increase in construction and development projects.

FISCAL IMPACT:

The cost for the agreement with Condor to perform the GIS electronic data conversion tasks is not to exceed \$200,000 and will be paid on a time and materials basis.

Sufficient funds were not allocated in fiscal years 21/22 & 22/23 and therefore, a budget amendment is required in the amount of \$200,000 from fund PW Land Development Professional Services (2020) as follows;

Increase Appropriation in fiscal year 21/22

2020-50-04-420-01-00 \$100,000

Increase Appropriation in fiscal year 22/23

2020-50-04-420-01-00 \$100,000

The cost to perform the GIS electronic data conversion tasks will be fully funded by the development at the time of acceptance of the public improvements and the costs for these services will only be paid if the revenue has been received.

ATTACHMENTS:

- A. Resolution Approving a Professional Consulting Services Agreement with Condor Earth Technologies, Inc. to provide On-Call GIS Services and Related Budget Amendment
- B. Professional Consulting Services Agreement with Condor Earth Technologies, Inc. to provide On-Call GIS Services

CITY MANAGER'S REPORT
SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING
APPROVAL OF PROFESSIONAL CONSULTING SERVICES AGREEMENT FOR ON-
CALL GIS SERVICES WITH CONDOR EARTH TECHNOLOGIES, INC. AND A
RELATED BUDGET AMENDMENT

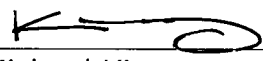
APPROVALS:



Brad Taylor
Land Development Manager

9/1/2021

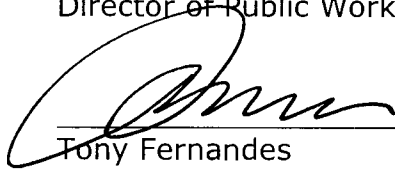
Date



Michael King
Director of Public Works

9-1-2021

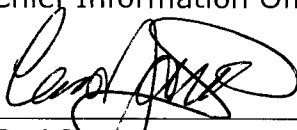
Date



Tony Fernandes
Chief Information Officer

9-1-2021

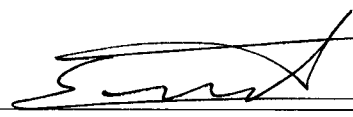
Date



Cari James
Finance & Administrative
Services Director

9-1-2021


Date



Salvador Navarrete
City Attorney

9-1-2021

Date



Stephen J. Salvatore
City Manager

9.3.21

Date

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH CONDOR EARTH TECHNOLOGIES, INC. TO PROVIDE ON-CALL GIS SERVICES AND A RELATED BUDGET AMENDMENT

WHEREAS, the Land Development Division within the Public Works Department is responsible for processing all residential, commercial, and industrial development projects; and

WHEREAS, the City continues to experience rapid growth over the past few years, even during the recent pandemic, and the increase in construction and development projects has remained steady; and

WHEREAS, upon acceptance of public improvements from new developments, the infrastructure needs to be added to the City's Geographical Information System (GIS); and

WHEREAS, while City staff perform the key tasks related to processing land development projects, specialized consultant services are needed to complete GIS electronic data conversion tasks; and

WHEREAS, staff solicited and received a proposal from Condor Earth Technologies, Inc. to provide on-call GIS services on a time and materials basis for a cost not to exceed \$100,000 per year; and

WHEREAS, the cost to perform the GIS electronic data conversion tasks will be fully funded by the development at the time of acceptance of the public improvements and the costs for these services will only be paid if the revenue has been received; and

WHEREAS, sufficient funds were not allocated in fiscal years 21/22 & 22/23 and therefore, a budget amendment is required in the amount of \$100,000 per year from fund PW Land Development Professional Services (2020) as follows:

Increase Appropriation in fiscal year 21/22
2020-50-04-420-01-00 \$100,000

Increase Appropriation in fiscal year 22/23
2020-50-04-420-01-00 \$100,000

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve a Professional Consulting Services Agreement with Condor Earth Technologies, Inc. to provide On-Call GIS Services and will be paid on a time and material basis for an amount not to exceed \$100,000 per year.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby authorize a budget amendment to the PW Land Development Professional Services (2020) as follows:

Increase Appropriation in fiscal year 21/22

2020-50-04-420-01-00 \$100,000

Increase Appropriation in fiscal year 22/23

2020-50-04-420-01-00 \$100,000

The foregoing resolution was passed and adopted this 13th day of September 2021, 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

**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN THE CITY OF LATHROP
AND CONDOR EARTH TECHNOLOGIES, INC.**

TO PROVIDE GIS ELECTRONIC DATA CONVERSION SUPPORT

THIS AGREEMENT, dated for convenience this 13th day of **September 2021**, is by and between Condor Earth Technologies, Inc. (“CONSULTANT”) and the CITY OF LATHROP, a California municipal corporation (“CITY”);

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent provide GIS Electronic Data Conversion Support; and

WHEREAS, CONSULTANT was selected by the CITY as the most qualified to perform these services; and is specially trained, experienced, and competent to provide GIS Electronic Data Conversion Support; and

WHEREAS, CONSULTANT is willing to render such GIS Electronic Data Conversion Support 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 Exhibit “A” and incorporated herein by reference. CONSULTANT agrees to diligently perform these services in accordance with the standards of its profession, as stated in Article 11, and CITY’S satisfaction.

(2) Compensation.

CITY hereby agrees to pay CONSULTANT on a time and expense reimbursement basis in accordance with Exhibit “A” up to a sum not to exceed \$100,000 for fiscal year 21/22 and \$100,000 for fiscal year 22/23, for a total agreement amount of **\$200,000** to provide GIS Electronic Data Conversion Support services as set forth in Exhibit “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 pursuant to Paragraph 5 below.

Compensation for any task must be equal or less than the percentage complete. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit “A”, Scope of Work, 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.

Payment is made based on a time and material basis.

(3) Effective Date and Term.

The effective date of this Agreement is **September 13th, 2021**, and it shall terminate no later than **June 30, 2023**.

(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 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 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, 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 of

CONSULTANT's Authorized Representative: **Brad Peterson**, 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 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 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, unless otherwise authorized by City. 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. Workers Compensation Insurance shall be provided as required by law, 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.

CITY OF LATHROP – AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
CONDOR EARTH TECHNOLOGIES, INC. – GIS ELECTRONIC DATA CONVERSION SUPPORT

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 therefrom, 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 additional insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONSULTANT, including 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.
 - (v) 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 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, so long as commercially available at reasonable rates.

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's policies shall have self-insured retentions not exceeding \$100,000 except with concurrence of the CITY.
- (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, so long as commercially available at reasonable rates.
 - (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 in accordance with the Standard of Care in Article 11.

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 in accordance with Article 11.

Pursuant to Civil Code 2782.2 CONSULTANT shall indemnify, defend, and hold CITY, its officers, employees, and agents 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, 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 or agents. It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2782.8 of the California Civil Code. This agreement further clarifies that the duty to defend shall not be a duty to provide upfront defense. The duty shall be to provide reimbursement for defense costs incurred by City proportional to the extent that such cost are attributable to CONSULTANT's negligence. 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. Consultant will include these insurance provisions and indemnification in the sub-consultants contracts and shall have the sub-consultants provide the City with a Certificate of Insurance. Notwithstanding the foregoing, CONSULTANT's liability shall not exceed available insurance proceeds

(11) Standard of Care.

CONSULTANT agrees that, in connection with its services to be performed under this Agreement, such services are performed with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and in the same or a similar locality. CITY recognizes that the state of practice, particularly with respect to hazardous waste conditions, is changing and evolving.

While CONSULTANT will perform in reasonable accordance with standards in effect at the time its services are performed, it is recognized that such standards may subsequently change because of improvements in the state of practice. When the findings and recommendations of CONSULTANT are based on information supplied by CITY and others, CONSULTANT shall have the right to rely on the accuracy and completeness of such information.

No warranty or guarantee, express or implied, is made or intended by providing of

consulting services or by furnishing oral or written reports of the findings made.

(12) 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, by signing this agreement CONSULTANT states 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.

(13) Business Licenses.

CONSULTANT shall obtain and maintain a CITY of Lathrop Business License until all Agreement services are rendered and accepted by the CITY.

(14) Termination.

Either CITY or CONSULTANT may cancel this Agreement at any time for convenience upon thirty (30) days written notification to 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.

(15) 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. CONSULTANT shall not be required to provide services beyond available funding.

(16) 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

Copy to: City of Lathrop
Department of Public Works
390 Towne Centre Drive
Lathrop, CA 95330

Phone: (209) 941-7430
Fax: (209) 941-7449

To Consultant: Condor Earth Technologies, Inc.
21663 Brain Lane
Sonora, CA 95370
Phone: (209) 934-0518
Fax: (209) 234-0538

(17) 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. Definitions.
- (c) 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.

(18) General Contractor Responsibilities.

Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT or CONSULTANT'S sub-consultants shall relieve the any General Contractor retained by the CITY 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.

(19) 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 insurances have been received. City shall not be obligated to pay CONSULTANT for any services prior to issuance of the Notice to Proceed.

(20) CADD Documents.

Any Computer Aided Design and Drafting (CADD) documents, drawings and data files provided by CONSULTANT in an electronic format, on tape, computer disk or other electronic media, in accordance with the services covered by this Agreement or as a courtesy to CITY do not constitute the delivery of CONSULTANT's professional work product. Only the original paper prints constitute CONSULTANT'S professional work product. Because the electronic media may be damaged during transfer or altered, the paper prints shall control where there are any differences between the paper prints and the electronic media. CONSULTANT makes no warranties, either express or implied, of the merchantability, applicability, compatibility with CITY'S computer equipment or software, or fitness for any particular purpose for the electronic media or that the electronic media contain no defects or are virus free.

Modification or use by CITY of any documents or electronic media prepared by CONSULTANT for any purpose or project other than the project subject to this Agreement shall be at CITY'S sole risk. CITY agrees to indemnify and hold CONSULTANT harmless from any claims, damages, liabilities or costs, including attorneys' fees and costs of defense, arising from any reuse or modification of any documents or electronic media prepared by CONSULTANT without the prior written consent of CONSULTANT.

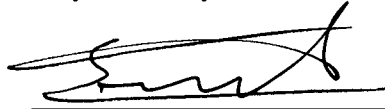
(21) Signatures.

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 – AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
CONDOR EARTH TECHNOLOGIES, INC. – GIS ELECTRONIC DATA CONVERSION SUPPORT

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

9-1-2021

Date

Recommended for Approval:

City of Lathrop
Public Works Director

Michael King

Date

City of Lathrop
Chief Information Officer

Tony Fernandes

Date

Accepted By:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

CONSULTANT:

Condor Earth Technologies, Inc.
21663 Brain Lane
Sonora, CA 95370

Fed ID # 94-2908050
Lathrop Bus License #20535

Signature

Date

Ronald L. Skaggs, V.P. Engineering
Print Name, Title

CONDOR EARTH
21663 Brian Lane, P.O. Box 3905
Sonora, CA 95370
209.532.0361
Fax 209.532.0773
www.condorearth.com



Condor Proposal No. 7569L

August 18, 2021

Brad Taylor
Land Development Manager
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

**Subject: Proposal for CAD to GIS Electronic Data Conversion
City of Lathrop, California**

Dear Mr. Taylor,

Condor Earth (Condor) is pleased to present this Proposal to the City of Lathrop (City) to perform CAD to GIS data conversion for integration into the City's existing Enterprise Geodatabase. The work will be performed for past and future improvement projects in accordance with the City's GIS Data Standards.

SCOPE OF WORK (MEANS AND METHODS)

Condor will provide the following data conversion services.

- Condor will import the CAD data into ArcGIS and convert the various vector data (points, lines, and polygons) into the appropriate City provided datasets.
- Condor will then add specific attribute information per the City's requirements and standards for GIS data and based on available information supplied in the CAD file.
- Condor will also add additional attribute information requested by the City based on available information supplied in the CAD file.
- Condor will provide an additional QA/QC Flag dataset of potential errors and inconsistencies in the source CAD file for review by the City to assist in determining if the submitted CAD data is incomplete.

DELIVERABLE SCHEDULE AND FEES

Deliverables will be sent directly to the requested correspondent with the City or hand delivered on a portable USB drive if the file size exceeds file size limitations of either the City's or Condor's email server.


Individual cost estimates will be provided for each assignment from the City. Deliverable timeframes for each project will be determined and included in the individual cost estimates.

Condor will charge our professional service fees pursuant to our 2021 Schedule of Fees (attached). Fees will be subject to a 3 percent increase each year for the term of the contract beginning January 1, 2022. If you find this Proposal acceptable, Condor can provide these services in accordance with existing contract terms that have been previously negotiated and are in place with the City.

We appreciate the opportunity to present this Proposal and trust it will meet your needs. If you have any questions regarding the scope of work, or level of effort estimated, or assumptions presented in this Proposal, please do not hesitate to contact Jeremiah Wilson at 209.588.6298 or Brad Peterson at 209.536.7372.

Sincerely,
CONDOR EARTH

Jeremiah Wilson
Jeremiah Wilson
GIS Technician
Unmanned Aerial Systems Specialist


Brad Peterson
Project Director

Attachment:
Schedule of Fees

X:\Project\7000_prj\7569 City of Lathrop\7569L GIS Services\Contracts_Proposals_CEP 20210818 City of Lathrop Data Conversions.docx



**CONDOR EARTH
SCHEDULE OF FEES
2021**

<u>STAFF MEMBER</u>	<u>RATE PER HOUR (\$)</u>
PRINCIPALS/PROJECT MANAGEMENT	
Senior Principal	245.00
Principal Tunneling Consultant.....	235.00
Principal Engineer/Geologist.....	219.00
Project Director	209.00
Construction Manager	204.00
Project/Senior Manager.....	184.00
TECHNICAL	
Senior Geotechnical Engineer	209.00
Registered Geotechnical Engineer	199.00
Certified Hydrogeologist/Engineering Geologist.....	199.00
Senior Geologist/Engineer/Environmental Specialist	189.00
Senior Process Safety Management Specialist.....	179.00
Unmanned Aerial System (UAS) Specialist.....	153.00
GIS Programmer/Analyst	153.00
Process Safety Management Specialist	153.00
Resident Construction Inspector.....	153.00
Associate Geologist/Engineer/Environmental Specialist	153.00
Aboveground Storage Tank (AST) Certified Inspector.....	143.00
Staff Geologist/Engineer/Environmental Specialist.....	138.00
GIS Technician.....	128.00
Engineering Assistant.....	112.00
Senior Technician.....	107.00
Draftsperson	102.00
Technician	87.00
MATERIALS TESTING *	
MTSI Project/Laboratory Manager	128.00
Certified Welding Inspector	122.00
Special Inspector	102.00
Senior Materials Technician.....	97.00
Materials Technician	82.00
SUPPORT STAFF	
Senior Project Administrator.....	133.00
Administrative Specialist.....	107.00
Project Coordinator	107.00
Technical Editor	79.00
Administrative Assistant	73.00
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



ITEM 4.9

CITY MANAGER'S REPORT SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING

ITEM: APPROVAL OF TASK ORDER NO. 24 WITH 4LEAF, INC., FOR INTERIM CHIEF BUILDING OFFICIAL CONSULTING SERVICES

RECOMMENDATION: Adopt Resolution Approving Task Order No. 24 to provide Interim Chief Building Official Consulting Services, Pursuant to Master Consulting Agreement dated September 21, 2015 with 4Leaf, Inc.

SUMMARY:

On September 21, 2015, City Council approved a Master Professional Services Consulting Agreement with 4Leaf Inc. (4Leaf), 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. On March 8, 2021, City Council approved Amendment No. 3, extending the Master Agreement expiration date to June 30, 2023, and allow future task orders.

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 4Leaf to provide continued professional services in the Building Division.

Staff recommends City Council approve Task Order No. 24 with 4Leaf, to provide continued professional consultant services in the capacity of an Interim Chief Building Official.

BACKGROUND:

The Chief Building Official position oversees the day-to-day functions of the Building Division. The external recruiting environment for this position is very competitive and it has become difficult to find a fully qualified and certified candidate. Considering the current residential, commercial, and industrial development projects taking place within the City, it is necessary to utilize the services of a professional consultant for this position on an interim basis while recruiting.

CITY MANAGER’S REPORT **PAGE 2**
SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING
APPROVE TASK ORDER NO. 24 WITH 4LEAF, INC., FOR INTERIM CHIEF
BUILDING OFFICIAL CONSULTING SERVICES

Below is a summary of approved task orders to date:

Task Order No.	Date Approved	Work Scope Description
1,2	09/21/15	Staff Augmentation, Plan Check Services
3	07/18/16	Plan Check Services
4	10/17/16	Plan Check Services
5	12/05/16	Inspection Services
6-7	06/19/17	Plan Check / 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
12-13	05/13/19	Inspection & 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
18	11/9/2020	Inspection Services
19	12/14/2020	Staff Augmentation Building Division
20	03/08/2021	Interim Chief Building Official
21	05/10/2021	Inspection Services
22	07/12/2021	Plan Check Services
23	07/12/2021	Staff Augmentation Services

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 Task Order No. 24 is not to exceed \$120,000, and will be paid on a time and material basis. Sufficient funds of \$120,000 will be paid from funds allocated in FY 21/22 for Building Division professional services.

ATTACHMENTS:

- A. Resolution Approving Task Order No. 24 to provide Interim Chief Building Official Consulting Services, Pursuant to Master Consulting Agreement dated September 21, 2015, with 4Leaf, Inc.
- B. Task Order No. 24 Pursuant to Master Consulting Agreement dated September 21, 2015 with 4Leaf, Inc. to Provide Interim Chief Building Official Consultant Services.

CITY MANAGER'S REPORT **PAGE 3**
SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING
APPROVE TASK ORDER NO. 24 WITH 4LEAF, INC., FOR INTERIM CHIEF
BUILDING OFFICIAL CONSULTING SERVICES

APPROVALS:



Brad Taylor
Land Development Manager

9/1/2021

Date



Michael King
Public Works Director

9.1.2021

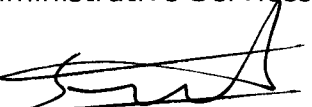
Date



Cari James
Director of Finance &
Administrative Services

9/3/2021


Date



Salvador Navarrete
City Attorney

9.2.2021

Date



Stephen J. Salvatore
City Manager

9.7.21

Date

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING TASK ORDER NO. 24 TO PROVIDE INTERIM CHIEF BUILDING OFFICIAL CONSULTING SERVICES, PURSUANT TO MASTER CONSULTING AGREEMENT DATED SEPTEMBER 21, 2015 WITH 4LEAF, INC.

WHEREAS, since the resignation of the Chief Building Official in the latter part of 2017, the position has been filled with an Interim Chief Building Official pursuant to the City's agreement with 4Leaf, Inc.; and

WHEREAS, on May 13, 2019, City Council approved an extension to the Master Professional Services Consulting Agreement through June 30, 2021. On March 8, 2021, City Council approved Amendment No. 3, extending the Master Agreement expiration date to June 30, 2023, and allow future task orders; 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, and plan checking in order to keep pace with ongoing development; and

WHEREAS, 4Leaf, Inc. has provided the qualified and certified staff necessary to provide Interim Chief Building Official professional services in the Building Division; and

WHEREAS, the cost of Task Order No. 24 is not to exceed \$120,000, and will be paid on a time and material basis. Sufficient funds of \$120,000 will be paid from funds allocated in FY 21/22 for Building Division professional services.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve Task Order No. 24 to provide Interim Chief Building Official Consulting Services, pursuant to Master Consulting Agreement dated September 21, 2015 with 4Leaf, Inc.

The foregoing resolution was passed and adopted this 13th day of September 2021, 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. 24

**PURSUANT TO MASTER CONSULTING AGREEMENT DATED SEPTEMBER
21, 2015 WITH 4LEAF, INC.**

**TO PROVIDE INTERIM CHIEF BUILDING OFFICIAL CONSULTING
SERVICES**

THIS TASK ORDER NO. 24 dated for convenience this **13th day of September 2021** 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, 2023 pursuant to an Amendment No. 3 to the Master Agreement dated, May 13, 2019, on March 8, 2021, City Council approved an extension of the term to June 30, 2023 (“AGREEMENT”) by which the CONSULTANT agreed to provide Interim Chief Building Official Consultant Services; and

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Interim Chief Building Official Consultant 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 Chief Building Official Consultant 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 Interim Chief Building Official Consultant Services in accordance with the scope of work and fee proposal provided in **Exhibit “A”** to this Task Order. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to the CITY’S satisfaction.

CITY OF LATHROP – TASK ORDER NO. 24 WITH 4LEAF INC. FOR INTERIM CHIEF BUILDING OFFICIAL CONSULTING SERVICES

(3) **Effective Date and Term**

The effective date of this **Task Order No. 24** is **September 13, 2021**, and it shall terminate no later than **March 31, 2022**.

(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 **\$120,000** for the Interim Chief Building Official Consultant 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) **Maximum Hours**

The maximum number of hours by any single 4Leaf employee, who is a CalPERS retired annuitant, pursuant to this agreement shall not exceed 960 hours during the fiscal year. All hours worked will be reported to CalPERS as required. CONSULTANT will provide required reporting information.

(6) **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.

(7) **Independent Contractor Status**

It is expressly understood and agreed by both parties that CONSULTANT, while engaged in carrying out and complying with any 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 this Task Order No. 24 to the City’s satisfaction. CONSULTANT expressly warrants not to represent, at any time or in any manner, that CONSULTANT is an employee of the CITY.

(8) **Consultant to Advise City of Any Potential Conflict of Interest**

CONSULTANT agrees not to assign personnel to work in direct conflict with the work performed to CITY and advise CITY of any potential conflict immediately upon discovery of such potential or actual conflict of interest.

(9) **Consultant to Provide Personnel with the Tools for Providing Services Rendered Pursuant to This Agreement**

Parties agree that CONSULTANT shall supply tools to personnel for providing the

CITY OF LATHROP – TASK ORDER NO. 24 WITH 4LEAF INC. FOR INTERIM CHIEF BUILDING OFFICIAL CONSULTING SERVICES

services rendered pursuant to this Agreement. For example, CONSULTANT shall maintain an office for assigned personnel outside of City Hall.

Provided, however, since CITY has several empty offices and cubicle spaces, excess cell phones, excess computers, and excess tablets, CONSULTANT personnel may be allowed by CITY to temporarily use some of CITY office resources. CONSULTANT expressly agrees that CONSULTANT personnel's use of any such City resources shall not exonerate Consultant from purchasing and paying for any tools necessary for Consultant to provide services to CITY under this Agreement. CONSULTANT further agrees that CONSULTANT shall not claim that any use by CONSULTANT's personnel of CITY resources should be considered evidence that CONSULTANT's personnel is an employee during the term of this Agreement instead of an employee of CONSULTANT.

(10) **Staff Direction**

CONSULTANT will not supervise CITY staff but will provide professional direction in their daily responsibilities based on building code standards.

(11) **Training**

CONSULTANT shall be trained on any specialty area they are providing professional consulting services to the City. CITY will not provide or pay for CONSULTANT training.

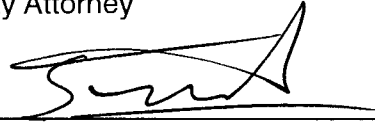
(12) **Signatures**

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. 24 WITH 4LEAF INC. FOR INTERIM CHIEF BUILDING OFFICIAL CONSULTING SERVICES

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

9.2.2021

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:

4LEAF, INC.
2126 Rheem Drive
Pleasanton, CA 94588
Fed ID # 94-3393574
Bus License # 20088

Signature

Date

Kevin J. Duggan
President



FY2021-2022 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	65% 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 (BIII)	\$115/hour
Commercial Building Inspector (BII)	\$105/hour
Residential Building Inspector (BI)	\$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 2021-2022 contract period. 3% escalation for 2022 and 2023 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 4.10

CITY MANAGER'S REPORT SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING

ITEM: APPROVAL OF PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH LDA PARTNERS, INC. FOR THE CITY'S MUNICIPAL CORPORATION YARD IMPROVEMENTS CIP GG 21-13

RECOMMENDATION: Adopt Resolution Approving a Professional Consulting Services Agreement with LDA Partners, Inc. to provide Design Engineering Services for the City's Municipal Corporation Yard Improvements CIP GG 21-13

SUMMARY:

The City's Municipal Corporation Yard (Corp Yard) is essential for the ongoing operation and maintenance of City infrastructure, including the Louise Avenue Water Treatment Facility (LAWTF). The Corp Yard needs improvement in order to keep up with recent and planned growth and to comply with new regulatory requirements associated with the America's Water Infrastructure Act (AWIA).

In order to move forward with the project, professional consulting services are needed to assist with the planning and designing of Corp Yard improvements. Staff solicited and received a proposal from LDA Partner, Inc. (LDA) to provide design services for a cost not to exceed \$131,000. After the design is completed, staff will return to Council to request approval of a construction contract.

Staff is requesting City Council approve a Professional Consulting Services Agreement with LDA for a cost not to exceed \$131,000. Sufficient funds have been allocated in the adopted Fiscal Year 2021/22 Budget.

BACKGROUND:

The Corp Yard is an approximately 10-acre site located at 2112 East Louise Avenue and is essential for the ongoing operation and maintenance of the City. This facility houses the Louise Avenue Water Treatment Facility (LAWTF), provides office space for staff, storage for material and equipment, enable compliance with regulatory programs and has the ability to operate as a command center in the event of an emergency.

On April 12, 2021, City Council approved the creation of Capital Improvement Project (CIP) GG 21-13 City's Municipal Corporation Yard Improvements. The project will construct additional office space, security upgrades, a material handling site, storage racks and additional asphalt pavement.

CITY MANAGER'S REPORT **PAGE 2**
SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING
APPROVAL OF PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH
LDA PARTNERS, INC. FOR THE CITY'S MUNICIPAL CORPORATION YARD
IMPROVEMENTS CIP GG 21-13

Staff solicited and received a proposal from LDA Partner, Inc. (LDA) to provide schematic / design development documents and prepare construction plans that will include architectural, structural, electrical, mechanical and plumbing engineering for the City's Municipal Corporation Yard Improvements project. LDA's scope of work also includes support during construction phase by responding to Request for Information (RFIs), reviewing potential change orders, punch-list and project closeout. LDA will also provide a conceptual design for a new fleet maintenance facility and façade improvements to the existing Corporation Yard building.

Staff is requesting City Council approve a Professional Consulting Services Agreement with LDA for a cost not to exceed \$131,000.

REASON FOR RECOMMENDATION:

Approval of the Professional Consulting Services Agreement with LDA will allow staff to move forward with the design phase and construction plans for the Corporation Yard site, operations building and the administration facility to include new offices and public counter space.

Staff will return to Council prior to awarding a construction contract.

FISCAL IMPACT:

The cost of the Professional Consulting Services Agreement with LDA is not to exceed \$131,000. Sufficient funds have been allocated at the creation of the CIP GG 21-13 to support the cost of the Professional Consulting Services Agreement with LDA.

ATTACHMENTS:

- A. Resolution Approving a Professional Consulting Services Agreement with LDA Partners, Inc. to provide Design Engineering Services for the City's Municipal Corporation Yard Improvements CIP GG 21-13
- B. Professional Consulting Services Agreement with LDA Partners, Inc. to provide Design Engineering Services for the City's Municipal Corporation Yard Improvements CIP GG 21-13

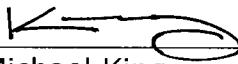
CITY MANAGER'S REPORT
SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING
APPROVAL OF PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH
LDA PARTNERS, INC. FOR THE CITY'S MUNICIPAL CORPORATION YARD
IMPROVEMENTS CIP GG 21-13

APPROVALS:



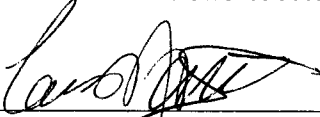
Angel Abarca
Assistant Engineer

8/25/2021
Date




Michael King
Director of Public Works

8.25.2021
Date




Cari James
Finance & Administrative
Services Director

8/30/2021
Date



Salvador Navarrete
City Attorney

8.26.2021
Date



Stephen J. Salvatore
City Manager

9.7.21
Date

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH LDA PARTNERS, INC. TO PROVIDE DESIGN ENGINEERING SERVICES FOR THE CITY'S MUNICIPAL CORPORATION YARD IMPROVEMENTS CIP GG 21-13

WHEREAS, on April 12, 2021, City Council approved the creation of Capital Improvement Project (CIP) GG 21-13 City's Municipal Corporation Yard Improvements; and

WHEREAS, the project will construct additional office space, security upgrades, a material handling site, storage racks and additional asphalt pavement; and

WHEREAS, in order to move forward with the design phase, professional consulting services are needed to assist with the planning and designing of these improvements; and

WHEREAS, staff solicited and received a proposal from LDA Partner, Inc. (LDA) to provide schematic / design development documents and prepare construction plans that will include architectural, structural, electrical, mechanical and plumbing engineering for the City's Municipal Corporation Yard Improvements project; and

WHEREAS, LDA's scope of work also includes support during construction phase by responding to Request for Information (RFIs), reviewing potential change orders, punch-list and project closeout; and

WHEREAS, LDA will also provide a conceptual design for a new fleet maintenance facility and façade improvements to the existing Corporation Yard building; and

WHEREAS, staff is requesting City Council approve a Professional Consulting Services Agreement with LDA for a cost not to exceed \$131,000; and

WHEREAS, sufficient funds have been allocated at the creation of the CIP GG 21-13 to support the cost of the Professional Consulting Services Agreement with LDA.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve a Professional Consulting Services Agreement with LDA Partners, Inc. to provide Design Engineering Services for the City's Municipal Corporation Yard Improvements CIP GG 21-13 for an amount not to exceed \$131,000.

The foregoing resolution was passed and adopted this 13th day of September 2021, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

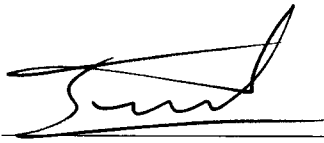
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

CITY OF LATHROP

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES WITH LDA PARTNERS, INC.

TO PERFORM DESIGN ENGINEERING SERVICES FOR THE CITY'S MUNICIPAL CORPORATION YARD – CIP GG 21-13

THIS AGREEMENT, dated for convenience this 13th day of **September 2021**, is by and between **LDA Partners, Inc.** (“CONSULTANT”) and the **City of Lathrop**, a California municipal corporation (“CITY”);

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Professional Consulting 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 Professional Consulting Services, 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 perform Professional Consulting Services in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit “A” and incorporated herein by reference. CONSULTANT represents it is prepared to and can diligently perform these services in accordance with the upmost standards of its profession and to CITY’S satisfaction. The fee proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved of in advance and in writing, by the CITY.

(2) Compensation

CITY hereby agrees to pay CONSULTANT a sum not to exceed **\$131,000.00**, for the Professional Consulting Services 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. Payment is made based on a time and materials basis.

(3) Effective Date and Term

The effective date of this Agreement is **September 13th, 2021**, and it shall terminate no later than **June 30, 2022**.

(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 shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. 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. CONSULTANT shall submit to CITY such reports, diagrams, drawings and other work products developed pursuant to the Scope of Services.

(7) Auditing

CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the requirement. CONSULTANT further

CITY OF LATHROP – PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH LDA PARTNERS, INC. FOR THE CITY’S MUNICIPAL CORPORATION YARD – CIP GG 21-13

agrees to maintain such records for a period of three (3) years after final payment under this agreement.

(8) Assignment of Personnel

CONSULTANT acknowledges that the CITY has relied on CONSULTANT’s capabilities and on the qualifications of CONSULTANT’s principals and staff as identified in its proposal to CITY. The services shall be performed by, or under the direct supervision, of CONSULTANT’s Authorized Representative: **Eric Wohle**. CITY shall be notified by CONSULTANT of any change of its Authorized Representative, and CITY is granted the right of approval of all original, additional, and replacement personnel at CITY’s sole discretion, and shall be notified by CONSULTANT of any changes of CONSULTANT’s project staff prior to any change.

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.

(9) 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.

(10) 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 (\$1,000,000). 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.

CITY OF LATHROP – PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH LDA PARTNERS, INC. FOR THE CITY’S MUNICIPAL CORPORATION YARD – CIP GG 21-13

- (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 (\$1,000,000) 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.

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.

CITY OF LATHROP – PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH LDA PARTNERS, INC. FOR THE CITY’S MUNICIPAL CORPORATION YARD – CIP GG 21-13

(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 Two Million Dollars (\$2,000,000) 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 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.

- (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.

(11) 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.

(12) 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.

(13) Business Licenses

CONSULTANT shall obtain and maintain a CITY of Lathrop Business License until all Agreement services are rendered and accepted by the CITY.

(14) Termination

Either CITY or CONSULTANT may cancel this Agreement upon 30 days written notification to the other party. Upon termination, or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) calendar days.

(15) 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.

(16) 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
Lathrop, CA 95330

CITY OF LATHROP – PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH LDA PARTNERS, INC. FOR THE CITY’S MUNICIPAL CORPORATION YARD – CIP GG 21-13

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: LDA Partners, Inc.
222 Central Court
Stockton, CA 95204
Phone: (209) 943-0405

(17) 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) Contract Terms Prevail. All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and attached exhibits, the terms of this Agreement shall prevail.
- (c) 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.
- (d) Definitions. The definitions and terms are as defined in these specifications.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) 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.
- (i) 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.

CITY OF LATHROP – PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH LDA PARTNERS, INC. FOR THE CITY’S MUNICIPAL CORPORATION YARD – CIP GG 21-13

- (j) Ownership of Documents. All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of the CITY. Upon CITY’s request, CONSULTANT shall allow CITY to inspect all such documents during the CONSULTANT’s regular business hours.
- (k) 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.
- (l) Severability. The invalidity in whole or part of any provision of this Agreement shall not void or affect the validity of any other provision of this agreement. 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.
- (m) 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.
- (n) 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.
- (o) 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.
- (p) 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.
- (q) 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.

(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.

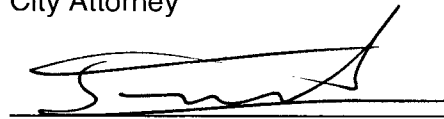
(19) Signatures

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.

CITY OF LATHROP – PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH LDA PARTNERS, INC. FOR THE CITY’S MUNICIPAL CORPORATION YARD – CIP GG 21-13

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

8-26-2021

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:

LDA Partners, Inc.
222 Central Court
Stockton, CA 95204

Fed ID # _____

Business License # _____

Signature

Date

Print Name and Title



12 July 2021

Mr. Ken Reed
Senior Construction Manager
City of Lathrop
390 Towne Centre Dr.
Lathrop, CA 95330

Re: City of Lathrop – Public Works Corporation Yard Improvements

Dear Mr. Reed:

Thank you for the opportunity to submit the enclosed proposal for City of Lathrop, Public Works Corporation Yard expansion, located on Louise Avenue in Lathrop, CA.

Project Scope

The following represents our understanding of the project:

Renovations to the existing crew areas of the existing corporation yard building to include

- Expanded locker room facilities
- Title 24 Access Improvements
- Per our conversations it is the intention to prepare and submit separate design packages for the Site, Parks/ Operations Building, and the Administration Building.
- New Offices and public counter
- Façade Improvements to the existing Corporation Yard Building

Additionally, the following design services are included

- Conceptual design for a new fleet maintenance facility

Scope of Work

1. Prepare Schematic and Design Development documents outlining the intent and overall Scope of Work for the various portions of the project for City review and comment.
2. Upon approval of design development, prepare construction documents for bid.
3. Prepare construction documents for submission to City of Lathrop Building Department.
4. Construction Documents will include:
 - a. Architectural Design
 - b. Structural Design, exclusive of metal building calculations and reactions
 - c. Electrical Engineering Design
 - d. Mechanical & Plumbing engineering and design
5. Support during the Construction Phase to include:
 - Review/respond to RFI's
 - Submittal review
 - Review Potential Change Orders
 - Issue any RFIs or Construction Bulletins if necessary
 - Punchlist / Project Closeout

6. Construction Administration Services to include up to 100 hours.

Our services will not include:

1. Site utility investigation or potholing to determine location and/or elevation of underground utilities. We anticipate relying on information to be provided by the SJDC for all existing utilities and boundary information.
2. Geotechnical testing, reports, and investigations.
3. Planning Department Submittal
4. Civil Engineering
5. Landscape Architecture
6. All reproduction costs
7. Any fees required by this work.
8. Full offsite improvements or easement acquisition.
9. Storm Water Quality Control Plan
10. Public plan and profile
11. Site QSD/ QSP services
12. The design, engineering, and preparation of construction documents for any fire protection system, etc. (Assumed to be design-build)
13. Revisions to conceptual plans, design development drawings, or construction documents, beyond the initial revisions contemplated herein. Any revisions beyond those contemplated will be performed on an hourly basis, in accordance with the schedule listed herein.
14. The Architect cannot assume responsibility for construction means, methods, techniques, sequences or procedures, safety precautions, programs connected with the work, or for acts and omissions by the Contractor, subcontractors, or others.
15. The Architect will not be providing inspections or testing before, during or after construction.
16. Asbestos and/or hazardous materials surveys and/or removal of asbestos or other hazardous materials.
17. Additional services beyond those listed herein.
18. Construction administration services beyond those listed herein (Additional services to be billed hourly)
19. Additional services caused by project delays or interruption, or those listed herein.
20. Additional services caused by Contractor errors or default in executing the construction project in a proper or timely manner.
21. Non-Code related Signage.
22. LEED documentation or design.
23. Design of communication tower.
24. Detailed material take-offs and costs estimates.
25. Completion of NRCA and NRCX forms.
26. Title Reports and supplemental documentation
27. Pot-holing costs if required to identify location of existing utilities
28. Planning and environmental studies, applications or permitting with local, state and federal agencies
29. Encroachment Permit Fees and/or Processing.
30. Joint Trench Plans/Dry Utility Design/Underground Electrical Design/Site Lighting Design/Gas Design
31. Flow and pressure tests on existing water system and/or fire hydrants
32. Design of Cathodic Protection.
33. Off-Site Analysis or Capacity Verification and/or Design of Storm, Sewer, or Water Utilities.
34. Fire Sprinkler Design/Booster Pump Design.
35. Pump Station Design/Plans
36. Construction Noise Management Plan.
37. Grading and Earthwork Design and Quantity Calculations associated with Soil Contamination/ Remediation.
38. Construction staking, inspection, observation, and reports
39. Dust Control/Air Quality Control.
40. Construction and Demolition Debris Recycling Statement and Recycling Summary Report.
41. Notice of Termination preparation (NOT).

The above services will be performed for a fixed fee as follows:

Proposed Fee Schedule

Schematic Design:	\$12,500
Design Development:	\$23,500
Construction Documents:	\$50,000
Construction Administration:	\$15,000
Conceptual Design for future Fleet Facility:	\$22,500
Reimbursable Allowance:	\$7,500
Total:	\$131,000

Reimbursable Expenses

Reimbursable expenses are in addition to the compensation for basic services and shall include the actual expenditures made by the Architect and their employees and consultants in the interest of the project, at cost plus 10%, which are itemized as follows:

- Reproduction Costs
- Shipping/Postage
- Telephone Charges
- Computer Plotting
- Mileage/Travel

Architectural Hourly Rates

Principal Architect:	\$200.00/hour
Project Architect/Manager:	\$175.00/hour
Project Designer/Planner:	\$165.00/hour
Draftsperson:	\$135.00/hour
Clerical/Staff:	\$ 75.00/hour

Items not included within this Scope of Work will be performed upon written direction from the City of Lathrop and shall be billed hourly in accordance with the aforementioned schedule.

Should the project be terminated, the Architect shall be compensated for all services performed to date. All work will be billed on a monthly basis for service performed to date. All monthly billings not paid within 60 days shall be considered past due, and shall accrue interest from the 61st day at a rate of 1-1/2% per month or 18% per annum. The Architect, may at his discretion terminate services if payments are not made within 60 days. Changes to the scope of work shall be subject to renegotiation. This proposal is subject to renegotiation if not agreed upon within sixty (60) days.

The Client agrees to defend, indemnify, and hold the Architect, his employees, and consultants harmless from any claim or third party claim related to services for the investigation of or remedial work related to asbestos, toxic, hazardous, and/or dangerous materials resulting from the services provided by the Architect pursuant to this Agreement.

Services provided by the Architect and his Consultants will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Architects are licensed and regulated by the California Architects Board located at 2420 Del Paso Road, Suite 105, Sacramento, CA 95834

The Americans with Disabilities Act is Federal legislation, not building code. The law provides for the enforcement through either private lawsuits or Justice Department action. Therefore, the compliance with the ADA is a legal matter, not a design responsibility. The design professional will endeavor to assist the College in their responsibility to comply with the requirements of the ADA throughout the design of the facility through California Title 24. However, the design professional is not responsible for failure to comply with these regulations.

Should any litigation be commenced between the parties hereto concerning any provision of this Agreement or the rights and obligations of either in relation thereto, the party, the Owner, or the Architect, prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorney's fees and court costs as incurred in such litigation, as determined by a court of competent jurisdiction.

If this proposal is acceptable, please initiate your Standard Form Contract for review and execution. Thank you for your interest in our firm for your project. If you have any questions, please let me know.

Cordially,

A handwritten signature in black ink, appearing to read 'Eric Wohle', written in a cursive style.

Eric W. Wohle, A.I.A., LEED ap
President
LDA Partners, Inc.

ITEM 4.11

CITY MANAGER'S REPORT SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH WGR SOUTHWEST, INC. TO PROVIDE SMALL CONSTRUCTION PROJECT INSPECTION SUPPORT FOR THE CITY'S STORM WATER DISCHARGE PERMIT SD 22-32 AND RELATED BUDGET AMENDMENT**

RECOMMENDATION: **Adopt a Resolution Approving a Professional Services Agreement with WGR Southwest, Inc., to Provide Small Construction Project Inspection Support for the Phase II Small MS4 Storm Water Discharge Permit Regulatory Compliance Program SD 22-32 and Related Budget Amendment**

SUMMARY:

Approval of a professional services agreement with WGR Southwest, Inc. (WGR) is requested to provide small construction project inspection support services for the City's Small Phase II Municipal Separate Storm Sewer System (MS4) regulatory compliance program SD 22-32. The cost of the agreement is \$61,900 and is to be paid from the storm water inspection fees collected during the building permit process. Staff also requests approval of a budget amendment to transfer these fees to the Small Phase II MS4 Regulatory Compliance Program SD 22-32.

BACKGROUND:

The current Phase II Small MS4 General Permit was adopted by the State Water Resources Control Board on February 5, 2013 and became effective on July 1, 2013. The permit requirements include inspection of small construction projects, (defined as projects with less than one acre of soil disturbance) that are also required to submit project specific Erosion and Sediment Control Plans (ESCPs) for the City to review. The City is also required to maintain an inventory of all the small construction projects.

Until recently, WGR has provided the City with comprehensive storm water permit compliance support services, which today are now mostly administered by Public Works staff with the exception of the small construction project inspections. At the request of staff, WGR has provided a proposal to provide small construction project inspection support services from September 2021 through June 30, 2022. The cost for these services is estimated to be \$61,900 based on the current volume of small construction projects.

CITY MANAGER'S REPORT **PAGE 2**
SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING
APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH WGR
SOUTHWEST, INC. TO PROVIDE SMALL CONSTRUCTION PROJECT INSPECTION
SUPPORT FOR THE CITY'S STORM WATER DISCHARGE PERMIT SD 22-32 AND
RELATED BUDGET AMENDMENT

REASON FOR RECOMMENDATION:

Approval of the agreement with WGR will allow the City to remain in compliance with the Phase II Small MS4 General Permit for small construction project inspections.

FISCAL IMPACT:

Funds approved in the City's budget for the Storm Water Discharge Permit Compliance for Fiscal Year 2021-2022 are insufficient to authorize the agreement with WGR, and will need to be supplemented by allocating storm water inspection fees to the Storm Water Discharge Permit Regulatory Compliance Program SD 22-32 through the following budget amendment:

Increase Appropriations

2020-50-03-420-01-00	SD 22-32	\$ 61,900
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Increase Revenue

2020-50-03-341-02-03	SD 22-32	\$ 61,900
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ATTACHMENTS:

- A. Resolution Approving a Professional Services Agreement with WGR Southwest, Inc., to Provide Small Construction Project Inspection Support for the Phase II MS4 Storm Water Discharge Permit SD 22-32 and Related Budget Amendment
- B. Professional Services Agreement with WGR Southwest, Inc. to Provide Small Construction Project Inspection Support for the Phase II MS4 Storm Water Discharge Permit Regulatory Compliance Program SD 22-32

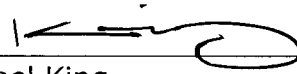
CITY MANAGER'S REPORT
SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING
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SUPPORT FOR THE CITY'S STORM WATER DISCHARGE PERMIT SD 22-32 AND
RELATED BUDGET AMENDMENT

APPROVALS:



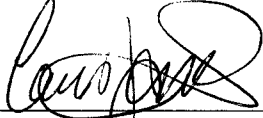
Greg Gibson
Senior Civil Engineer

9/2/2021
Date



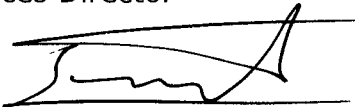
Michael King
Director of Public Works

9.2.2021
Date




Cari James
Finance & Administrative
Services Director

9/3/2021
Date



Salvador Navarrete
City Attorney

9-2-2021
Date



Stephen J. Salvatore
City Manager

9.7.21
Date

RESOLUTION NO. 21-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH WGR SOUTHWEST, INC. TO PROVIDE SMALL CONSTRUCTION PROJECT INSPECTION SUPPORT FOR THE PHASE II SMALL MS4 STORM WATER DISCHARGE PERMIT REGULATORY COMPLIANCE PROGRAM SD 22-32 AND RELATED BUDGET AMENDMENT

WHEREAS, the current Phase II Small MS4 General Permit for storm water discharge was adopted by the State Water Resources Control Board (SWRCB) on February 5, 2013 and became effective on July 1, 2013; and

WHEREAS, the permit requirements include inspection of small construction projects (defined as projects with less than one acre of soil disturbance) that are also required under the permit to submit Erosion and Sediment Control Plans (ESCPs) for review; and

WHEREAS, until recently, WGR has provided the City with comprehensive storm water permit compliance support services, which are now mostly administered by Public Works staff with the exception of the small construction project inspections; and

WHEREAS, at the request of staff, WGR has provided a proposal to provide small construction project inspection support services from September 2021 through June 30, 2022 for an estimated cost of \$61,900 based on the current volume of small construction projects; and

WHEREAS, funds approved in the City's budget for storm water discharge permit compliance for Fiscal Year 2021-2022 are insufficient to authorize the agreement with WGR, and will need to be supplemented by allocating storm water inspection fees to the Storm Water Discharge Permit Regulatory Compliance Program SD 22-32 through a budget amendment.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve a professional services agreement with WGR to provide small construction inspection support for the Phase II Small MS4 General Permit for a cost not to exceed \$61,900 to be paid on an hourly basis from funds collected by the City for storm water inspection fees and allocated to the City's Storm Water Discharge Regulatory Compliance Program SD 22-32 in accordance with the following budget amendment:

Increase Appropriations

2020-50-03-420-01-00 SD 22-32 \$ 61,900

Increase Revenue

2020-50-03-341-02-03 SD 22-32 \$ 61,900

The foregoing resolution was passed and adopted this 13th day of September 2021, 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

CITY OF LATHROP

**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES WITH
WGR SOUTHWEST, INC.**

**TO PROVIDE SMALL CONSTRUCTION PROJECT INSPECTION
SUPPORT FOR THE PHASE II SMALL MS4 STORMWATER DISCHARGE
PERMIT REGULATORY COMPLIANCE PROGRAM – SD 22-32**

THIS AGREEMENT, dated for convenience this _____ **day of September 2021**, is by and between **WGR Southwest, Inc.** (“CONSULTANT”) and the **City of Lathrop**, a California municipal corporation (“CITY”);

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Professional Consulting 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 Professional Consulting Services, 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 perform Professional Consulting Services in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit “A” and incorporated herein by reference. CONSULTANT represents it is prepared to and can diligently perform these services in accordance with the upmost standards of its profession and to CITY’S satisfaction. The fee proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved of in advance and in writing, by the CITY.

(2) Compensation

CITY hereby agrees to pay CONSULTANT a sum not to exceed **\$61,900**, for the Professional Consulting Services on an hourly basis set forth in Exhibit “A”. CONSULTANT shall be paid any uncontested sum due and payable within thirty

CITY OF LATHROP - PROFESSIONAL SERVICES AGREEMENT WITH WGR SOUTHWEST, INC. FOR SMALL CONSTRUCTION INSPECTION SUPPORT, SD 22-32

(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. Payment is made based on a time and materials basis.

(3) Effective Date and Term

The effective date of this Agreement is **September _____, 2021** and it shall terminate no later than **June 30, 2022**.

(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 shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. 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. CONSULTANT shall submit to CITY such reports, diagrams, drawings and other work products developed pursuant to the Scope of Services.

(7) Auditing

CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this agreement.

(8) Assignment of Personnel

CONSULTANT acknowledges that the CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The services shall be performed by, or under the direct supervision, of CONSULTANT's Authorized Representative: **Jonah Sonner**. CITY shall be notified by CONSULTANT of any change of its Authorized Representative, and CITY is granted the right of approval of all original, additional, and replacement personnel at CITY's sole discretion, and shall be notified by CONSULTANT of any changes of CONSULTANT's project staff prior to any change.

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.

(9) 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.

(10) 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 (\$1,000,000). 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 (\$1,000,000) 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.

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).

CITY OF LATHROP - PROFESSIONAL SERVICES AGREEMENT WITH WGR
SOUTHWEST, INC. FOR SMALL CONSTRUCTION INSPECTION SUPPORT, SD 22-32

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 Two Million Dollars (\$2,000,000) 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.

CITY OF LATHROP - PROFESSIONAL SERVICES AGREEMENT WITH WGR
SOUTHWEST, INC. FOR SMALL CONSTRUCTION INSPECTION SUPPORT, SD 22-32

- (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.
- (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:

CITY OF LATHROP - PROFESSIONAL SERVICES AGREEMENT WITH WGR SOUTHWEST, INC. FOR SMALL CONSTRUCTION INSPECTION SUPPORT, SD 22-32

- (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.

(11) 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.

(12) 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.

(13) Business Licenses

CONSULTANT shall obtain and maintain a CITY of Lathrop Business License until all Agreement services are rendered and accepted by the CITY.

(14) Termination

Either CITY or CONSULTANT may cancel this Agreement upon 30 days written notification to the other party. Upon termination, or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) calendar days.

(15) 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.

(16) 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
Lathrop, CA 95330

CITY OF LATHROP - PROFESSIONAL SERVICES AGREEMENT WITH WGR
SOUTHWEST, INC. FOR SMALL CONSTRUCTION INSPECTION SUPPORT, SD 22-32

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: WGR Southwest, Inc.
11780 N. Highway 99
Lodi, CA 95240
Phone: (209) 334-5363

(17) 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) Contract Terms Prevail. All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and attached exhibits, the terms of this Agreement shall prevail.
- (c) 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.
- (d) Definitions. The definitions and terms are as defined in these specifications.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) Integration. This Agreement and any amendments hereto between the

CITY OF LATHROP - PROFESSIONAL SERVICES AGREEMENT WITH WGR
SOUTHWEST, INC. FOR SMALL CONSTRUCTION INSPECTION SUPPORT, SD 22-32

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.

- (i) **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.
- (j) **Ownership of Documents.** All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of the CITY. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during the CONSULTANT's regular business hours.
- (k) **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.
- (l) **Severability.** The invalidity in whole or part of any provision of this Agreement shall not void or affect the validity of any other provision of this agreement. 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.
- (m) **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.
- (n) **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.
- (o) **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.

CITY OF LATHROP - PROFESSIONAL SERVICES AGREEMENT WITH WGR SOUTHWEST, INC. FOR SMALL CONSTRUCTION INSPECTION SUPPORT, SD 22-32

- (p) 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.
- (q) 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.

(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.

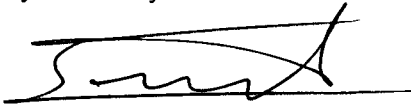
(19) Signatures

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.

CITY OF LATHROP - PROFESSIONAL SERVICES AGREEMENT WITH WGR
SOUTHWEST, INC. FOR SMALL CONSTRUCTION INSPECTION SUPPORT, SD 22-32

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

9.2.2021

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

Date

Consultant:

WGR Southwest, Inc.
11780 N. Highway 99
Lodi, CA 95240

Fed ID # 33-0717621
Business License # 20074

Signature

Date

Print Name and Title



August 11, 2021

Mr. Gregory W. Gibson
City of Lathrop
390 Towne Center Dr.
Lathrop, CA 95330

RE: E.10.c Small Construction Project Inspection Support

Dear Mr. Gibson,

WGR Southwest, Inc. (WGR) is pleased to bring you this proposal to provide support for the E.10.c Construction Site Inspection Program. Specifically, the City has requested support for inspecting small Erosion and Sediment Control Plan (ESCP) projects, and provide additional support as needed to coordinate inspections or update the construction inventory with new information.

Inspections are charged unit cost, per inspection performed. The number of inspections (presented in Attachment A) are *estimated* based on the level of supported indicated by the City and current volume of active small construction projects. WGR has reviewed the number of Erosion and Sediment Control Plans issued during the previous fiscal year to estimate the number of inspections from September 2021 until June 2022. The "Additional Support" category estimates for a maximum of two hours a week at a \$115 per hour to provide support for updating the construction inventory or coordinating inspections with applicants and staff as needed. Please see Attachment A for the cost estimate.

If you would like WGR to assist you with the services described in this proposal, please complete the "Approvals to Proceed" section below. You can then scan and email the completed Approvals to Proceed page to my email shown below.

We thank you for this additional opportunity to serve you. If I can answer any questions concerning our proposal or the permit requirements, please do not hesitate to call me or to schedule a meeting to discuss the proposed scope of work.

Respectfully,
WGR Southwest, Inc.

Jonah Sonner, QSP, CISEC
Compliance Specialist
(209) 334-5363, ext. 119
jsonner@wgr-sw.com

WGR Southwest, Inc.
11780 N. Hwy 99 Lodi, CA 95240 • (209) 334-5363 ext. 119 • jsonner@wgr-sw.com

Approvals to Proceed

(✓ - Please indicate which services you would like for WGR Southwest, Inc. to perform)

1. E.10.c Small Construction Project Inspection Support _____

Services do not include agency fees. I understand the fees and services stated in this document. I agree to pay for the services which I have indicated above.

Signature

Title

Name

Date

**WGR Southwest, Inc.
 Estimated Annual Costs for City of Lathrop E.10 Construction Program Support, Attachment A**

**Construction Program Support from September 2021 - June 2022:
 Inspection Type and Rate:**

Small ESCP Construction Project Inspections (Only require a Pre-Construction and Post Construction inspection, if a follow-up inspection is required, it will be considered a part of the figure below)	2	Inspections (1 Pre and 1 Post)	for	150	Sites	@	\$155	Per inspection	\$46,500
Follow-up Construction Project Inspections (as required due to corrective actions, this is a monthly estimate and may increase or decrease during each month depending on how many failed inspections there are per month)	4	Follow-up Inspections	for	10	Months	@	\$155	Per inspection	\$6,200
Additional Support to Coordinate Scheduling Inspections or Update Construction Inventory	8	Hours/Month	for	10	Months	@	\$115	Hour	\$9,200

Total Estimated Cost: \$61,900

ITEM 4.12

CITY MANAGER'S REPORT SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING

ITEM: APPROVAL OF RESERVE WASTEWATER TREATMENT CAPACITY TRANSFER FROM CITY OF LATHROP TO SAYBROOK CLSP, LLC AND A RELATED BUDGET AMENDMENT

RECOMMENDATION: Adopt Resolution Approving the Sale and Transfer Agreement of Reserve Wastewater Treatment Capacity in the Consolidated Treatment Facility from City of Lathrop to Saybrook CLSP, LLC and a Related Budget Amendment

SUMMARY:

Saybrook CLSP, LLC ("Saybrook") owns parcels (as Lathrop Land Acquisition, LLC) within the Central Lathrop Specific Plan. Saybrook will use all their Initial and Reserve wastewater treatment capacity in the Consolidated Treatment Facility ("CTF") with their next final maps, and has requested to purchase Reserve Capacity from other developers. Only River Islands and the City of Lathrop have unused Reserve Capacity. River Islands has declined the offer from Saybrook to purchase their capacity. The City is therefore the only remaining entity with Reserve Capacity, and this capacity must be first offered to developers who funded the CTF expansion.

Staff recommends Council approve the requested sale and transfer of wastewater treatment capacity and authorize the City Manager to execute the Reserve Wastewater Treatment Capacity Transfer Agreement ("Transfer Agreement").

BACKGROUND:

In November 2016, the City and several developers entered into a Design and Construction Funding Agreement Related to the Phase 2 Expansion of Existing Lathrop Consolidated Treatment Facility ("CTF 2 Agreement", Exhibit A of Attachment B). The CTF 2 Agreement assigned sewer allocation in two categories, Initial Capacity and Reserve Capacity, with use of the Initial Capacity being immediately available and the Reserve Capacity being subject to demonstration of need. Capacity assigned is shown in Table 1 below:

Table 1 – CTF Capacity Assignments

Developer	Initial Capacity	Reserve Capacity	% Of Expansion
River Islands	652,840	237,396	59.35 %
Crossroads (Owned by City)	216,000	78,545	19.64 %
Crossroads (Richland)	114,000	41,455	10.36 %
Saybrook	100,000	36,364	9.09 %
Lathrop Mosssdale Investors	17,160	6,240	1.56%
Total	1,100,000	400,000	100.00 %

Richland Developers, Inc. transferred all of their Initial and Reserve capacity to South Lathrop Land, LLC (SLL) for use in the South Lathrop Specific Plan area as documented in the Transfer Agreement between SLL and Richland Developers Inc., adopted by the City Ordinance No. 18-390.

Saybrook CLSP, LLC (Saybrook) owns the property (as Lathrop Land Acquisition, LLC) for a mixed-use development including residential, retail, office, and other public/semi-public uses such as schools, parks, and other civic-oriented facilities pursuant to the Central Lathrop Specific Plan (“Saybrook Project”). Saybrook also entered into the CTF 2 Agreement, whereby the City allocated 100,000 gpd in Initial Wastewater Treatment Capacity, and 36,364 gpd of Reserve Wastewater Treatment Capacity.

Developers are required to allocate sewer capacity to all lots within a final map prior to approval by City Council. Saybrook intends to request Council approval of a final map for Tract 4062, Phase 1C, at the October 11th, 2021, Council meeting. The final maps for Tract 4062, plus the prior Saybrook final maps for Phase 1A and 1B (Tracts 3808, 3809, 3810, 3811, 3812, 4017 and 4018) will require the use of all of Saybrook’s Initial Capacity and Reserve Capacity plus the Reserve Capacity they purchased from South Lathrop Land, LLC on September 14, 2020 and will also require additional sewer capacity in the amount of 8,562 gpd.

Saybrook has demonstrated their need to use all of their Reserve Capacity and is considered a Perfected Developer per Section 7C of the CTF 2 Agreement, providing them the option to request to purchase Reserve Capacity from other participants in the CTF 2 Agreement. As a Perfected Developer, Saybrook made a Reserve Capacity Requests to the City for 8,562 gpd (Attachment B). The City passed those requests to River Islands, the only developer holding unperfected Reserve Capacity. River Islands declined to sell their Reserve Capacity.

The purchase price has been established by the City in accordance with the CTF 2 Agreement as \$32.98/gpd, and so the purchase price for 8,562 gpd is \$282,375.

CITY MANAGER'S REPORT **PAGE 3**
SEPTEMBER 13, 2021, CITY COUNCIL REGULAR MEETING
APPROVE RESERVE WASTEWATER TREATMENT CAPACITY SALE/TRANSFER
FROM CITY TO SAYBROOK CLSP, LLC

Section 7 of the CTF 2 Agreement requires that, before the Reserve Capacity can be allocated from the City to the developer, developers must demonstrate that they will use the Reserve Capacity within the one year. Saybrook demonstrated they would use the 8,562 gpd of unperfected Reserve Capacity to approve Tract 4062 in the very near future. However, with delays in processing due to Covid-19, Saybrook is asking for two years to get approval for final maps to use the capacity. Staff recommends approval of that request.

Section 4d of the CTF 2 Agreement exempted allocation transfers from the City's Transfer Policy, but required allocation transfers to comply with Schedule 3 of the CTF 2 Agreement and be approved by City Council. Consistent with Schedule 3 of the CTF 2 Agreement, Saybrook filed an application in the form of a Reserve Wastewater Treatment Capacity Transfer Agreement ("Transfer Agreement", Attachment C) with the City and Saybrook to effect the sale/transfer of 8,562 gpd of Reserve Wastewater Treatment Capacity. Saybrook has also provided the City with the 10% down payment (\$28,237.50) required. The reallocation form to transfer this capacity to Saybrook is included as Exhibit A to Attachment C.

REASON FOR RECOMMENDATION:

The Public Works Director has confirmed that the requested Transfer Agreement is consistent with the City's General Plan, Sewer Master Plan and Zoning Ordinance. The Public Works Director and the City Engineer recommend City Council approve the sewer transfer and authorize the City Manager to execute the Transfer Agreement, approved as to form by the City Attorney, with the applicant.

FISCAL IMPACT:

Saybrook will pay to the City \$282,375 for the purchase of 8,562 gpd of Reserve Phase 2 CTF sewer treatment capacity and therefore a budget amendment is required as follows:


Increase Revenue
6030-5030-318-0470 \$282,375

ATTACHMENTS:

- A. Resolution Approving the Transfer of Reserve Wastewater Treatment Capacity in the Consolidated Treatment Facility from the City of Lathrop, to Saybrook CLSP LLC, and an Associated Transfer Agreement
- B. Reserve Wastewater Treatment Capacity Requests to the City for 8,562 gpd
- C. Reserve Wastewater Treatment Capacity Transfer Agreement (Transfer Agreement) from City to Saybrook

CITY MANAGER'S REPORT
SEPTEMBER 13, 2021, CITY COUNCIL REGULAR MEETING
APPROVE RESERVE WASTEWATER TREATMENT CAPACITY SALE/TRANSFER
FROM CITY TO SAYBROOK CLSP, LLC

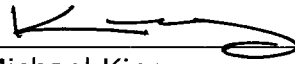
APPROVALS



Brad Taylor
Land Development Manager

8/25/2021

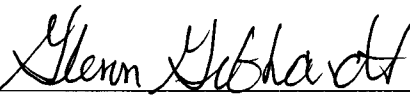
Date



Michael King
Director of Public Works

8.25.2021

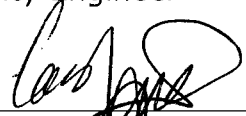
Date



Glenn Gebhardt
City Engineer

8/25/21

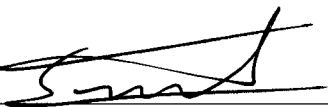
Date



Cari James
Finance & Administrative
Services Director

9/1/2021

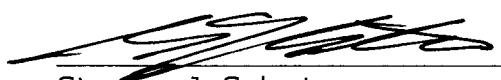
Date



Salvador Navarrete
City Attorney

8.25.2021

Date



Stephen J. Salvatore
City Manager

9.2.21

Date

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE SALE AND TRANSFER AGREEMENT OF RESERVE WASTEWATER TREATMENT CAPACITY IN THE CONSOLIDATED TREATMENT FACILITY FROM CITY OF LATHROP TO SAYBROOK CLSP, LLC AND A RELATED BUDGET AMENDMENT

WHEREAS, in November, 2016, the City and several developers entered into a Design and Construction Funding Agreement Related to the Phase 2 Expansion of Existing Lathrop Consolidated Treatment Facility (Funding Agreement); and

WHEREAS, the Funding Agreement assigned sewer allocation in two categories, Initial Capacity and Reserve Capacity, with use of the Initial Capacity being immediately available and use of the Reserve Capacity being subject to demonstration of need; and

WHEREAS, developers are required to allocate sewer capacity to all lots within a final map prior to approval by City Council; and

WHEREAS, Saybrook CLSP, LLC ("Saybrook") intends to request Council approval of final map Tract 4062 for Phase 1C at the October 11, 2021 Council meeting; and

WHEREAS, final maps for Phase 1B Tracts 4017 and 4018 plus the prior final maps for Phase 1A required use of all of Saybrook's Initial Capacity of 100,000 gallons per day (gpd) and Reserve Capacity of 36,364 gpd, and sewer capacity in the amount of 11,617 gpd, purchased from Crow Industrial Limited, LLC; and

WHEREAS, Saybrook has therefore demonstrated their need for use of all of their Reserve Capacity, and is considered a Perfected Developer per Section 7C of the Funding Agreement, providing them the option to request to purchase Reserve Capacity from other participants in the Funding Agreement; and

WHEREAS, as a Perfected Developer, Saybrook made a Reserve Capacity Requests to the City, for 8,562 gpd, and the City passed that request to River Islands as the only developer holding unperfected Reserve Capacity, and River Islands declined to offer to purchase their capacity; and

WHEREAS, staff is recommending the City offer to sell 8,562 gpd of unperfected Reserve Capacity to Saybrook; and

WHEREAS, the purchase price has been established in accordance with the Funding Agreement as \$32.98/gpd, and so the purchase price for a total of 8,562 gpd is \$282,375; and

WHEREAS, Saybrook will pay to the City \$282,375 for the purchase of 8,562 gpd of Reserve Phase 2 CTF sewer treatment capacity and therefore a budget amendment is required as follows;

Increase Revenue
6030-5030-318-0470 \$282,375

WHEREAS, Section 7 of the Funding Agreement requires that, before the Reserve Capacity is allocated to the developer, developers must demonstrate that they will use the Reserve Capacity within the next 3 ½ years; and

WHEREAS, Saybrook demonstrated they would use the 8,562 gpd of unperfected Reserve Capacity to approve Phase 1C Final Map 4062 in the very near future, although Saybrook has asked for and Staff recommends Council approve a two year time limit to get approval of a final map for Phase C that would allocate the subject sewer; and

WHEREAS, Section 4d of the Funding Agreement exempted allocation transfers from the City’s Transfer Policy, but required allocation transfers to be in compliance with Schedule 3 of the Funding Policy and approved by City Council; and

WHEREAS, Saybrook provided the required application for Wastewater Capacity Transfer to the Public Works Director requesting 8,562 gpd of Reserve Capacity, including all required information, and provided the 10% deposit toward the cost of the sewer; and

WHEREAS, the Public Works Director has confirmed that the requested Transfer is consistent with the City’s General Plan, Sewer Master Plan and Zoning Ordinance, and the Public Works Director and the City Engineer recommend City Council approve the application for sewer transfer and authorize the City Manager to execute and agreement, approved by the City Attorney, with the applicant.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve the application from Saybrook for wastewater capacity transfer for Reserve Capacity in the Consolidated Treatment Facility from the City, and allows Saybrook two years to allocate the sewer with a final map approved by City Council; and

AND BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby authorize the City Manager to execute an agreement, approved by the City Attorney, with Saybrook to purchase 8,562 gpd unperfected Reserve Capacity Wastewater Treatment from the City; and

AND BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby authorizes a budget amendment as follows:

Increase Revenue
6030-5030-318-0470 \$282,375

PASSED AND ADOPTED by the City Council of the City of Lathrop this 13th day of September 2021, by the following vote:

AYES:

NOES:

ABSTAIN:


ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas
City Clerk

APPROVED AS TO FORM:



Salvador Navarrete
City Attorney



Saybrook Fund Advisors, LLC
501 Santa Monica Blvd., Suite 607
Santa Monica, CA 90401

August 17, 2021

City of Lathrop

Sent via email: ggebhardt@ci.lathrop.ca.us

mking@ci.lathrop.ca.us

RE: Request for Stanford Crossing Phase 1C Sewage Capacity (8,562 gpd)

Dear Mr. Gebhardt and Mr. King,

Pursuant to Schedule 3 of the Reserve Wastewater Treatment Capacity Transfer Agreement, Saybrook CLSP, LLC ("Saybrook") desires to purchase 8,562 gallons per day of Reserve Wastewater Treatment Capacity in the Phase 2 Combined Treatment Facility expansion from the City of Lathrop for Saybrook's Phase 1C. The additional capacity will be purchased at \$32.98 per gallon for a total of \$282,375.00. The additional sewage capacity does not include disposal capacity. A down payment of 10% (\$28,237.50) is included with this request, to be applied to the full cost of the capacity once approved by City Council.

Saybrook expects to request City Council approval of Phase 1C Final Map 4062 approval for the 191 lots in October, 2021, and Saybrook has already used their Initial and Reserve Capacity from the Combined Treatment Facility expansion.

Saybrook acknowledges that it has responsibility to provide any sewer line extensions and related facilities necessary to utilize the additional capacity.

Feel free to contact me if you need any further information.

Sincerely,

SAYBROOK CLSP, LLC

By: Saybrook Fund Investors, LLC, its managing member

A handwritten signature in black ink, appearing to read "Jeffrey M. Wilson", written over a horizontal line.

Jeffrey M. Wilson

Officer

RECORDING REQUESTED BY, AND

WHEN RECORDED MAIL TO:

CITY OF LATHROP
ATTN: CITY CLERK
390 TOWNE CENTRE DRIVE
LATHROP, CA 95330
Exempt from payment of recording fees (GC 27383)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APNs: 192-030-33, 34 and 35

**RESERVE WASTEWATER TREATMENT CAPACITY
TRANSFER AGREEMENT**

THIS RESERVE WASTEWATER TREATMENT CAPACITY TRANSFER AGREEMENT (the "Agreement"), is made this 13th day of September, 2021 ("**Effective Date**"), by and between Saybrook CLSP, LLC a Delaware limited liability company, hereinafter referred to as "**Saybrook**" and the City of Lathrop, a municipal corporation in the State of California, hereinafter referred to as "**City**". Hereinafter all parties may be referred to collectively as "Parties" or individually as a "Party".

RECITALS

WHEREAS, on November 21, 2016, City, River Islands, Richland, Lathrop Mossdale Investors and Saybrook entered into the Design and Construction Funding Agreement Related to the Phase 2 Expansion of the Existing Lathrop Consolidated Treatment Facility with the City ("**CTF 2 Agreement**"). The CTF 2 Agreement states that the City was allocated 216,000 gallons per day ("**gpd**") of Initial Wastewater Treatment Capacity, and 78,545 gpd of Reserve Wastewater Treatment Capacity, and Saybrook was allocated 100,000 gpd in Initial Wastewater Treatment Capacity and 36,364 gpd of Reserve Wastewater Treatment Capacity; and

WHEREAS, South Lathrop Land, LLC ("**SLL**") acquired the SLL Property from Richland Developers, Inc., and Richland Developers, Inc.'s transfer of all of their rights to the Phase 2 Expansion of the Existing Lathrop Consolidated Treatment Facility as documented in the Transfer Agreement Relating to Design and Construction Funding Agreement For The Phase 2 Expansion of the Lathrop Consolidated Treatment Facility between SLL and Richland Developers Inc. as adopted by the City Ordinance No. 18-390 and as approved by the City and recorded by the San Joaquin County Recorder's Office as Doc # 2018-047863 on May 1, 2018. SLL became and now is the successor in interest to all of Richland Developers, Inc.'s rights contained within the CTF 2 Agreement; and

WHEREAS, SLL's sold and the City transferred 41,455 gpd of Reserve Wastewater Treatment Capacity to Saybrook toward their phases 1B and 1C; and

WHEREAS, Saybrook owns parcels in City designated with APNs 192-030-33 through 35 for phase 1C, and is the developer of a mixed use development including residential, retail, office, and other public/semi-public uses such as schools, parks, and other civic oriented facilities pursuant to the Central Lathrop Specific Plan ("**Saybrook Project**"); and

WHEREAS, the CTF 2 Agreement assigned sewer allocation in two categories, Initial Capacity and Reserve Capacity, with use of the Initial Capacity being immediately available and use of the Reserve Capacity being subject to demonstration of need; and

WHEREAS, final maps for Saybrook Phase 1B Tracts 4017 and 4018 plus the prior final maps for Saybrook and Phase 1A Tracts 3808, 3809, 3810, 3811 and 3812 required the use of all of Saybrook's Initial Capacity of 100,000 gpd and Reserve Capacity of 36,364 gpd, and also required additional sewer capacity in the amount of 11,617 gpd, which Saybrook purchased from SLL plus their balance of 29,838 gpd of unperfected Reserve Capacity toward the Saybrook Phase 1C; and

WHEREAS, Saybrook has, therefore, demonstrated their need for the use of all of their Reserve Capacity, and is considered a Perfected Developer per Section 7C of the CTF 2 Agreement, providing them the option to request to purchase Reserve Capacity from other participants in the CTF 2 Agreement; and

WHEREAS, as a Perfected Developer, Saybrook made a Reserve Capacity Requests to the City for 8,562 gpd and the City passed that request to River Islands, the only developer holding unperfected Reserve Capacity, and River Islands declined the offer to purchase; and

WHEREAS, the purchase price has been established by the City in accordance with the Funding Agreement as \$32.98/gpd, and so the purchase price for a total of 8,562 gpd is agreed by Saybrook to equal \$282,375; and

WHEREAS, City recognizes the benefits to the long term development goals of City to transfer a portion of its allocated Reserve Wastewater Treatment Capacity to support the Saybrook Project and therefore wishes to sell/transfer to Saybrook, and Saybrook wishes to accept, 8,562 gpd of Reserve Wastewater Treatment Capacity previously allocated to City under the CTF 2 Agreement; and

WHEREAS, City's Reserve Wastewater Treatment Capacity, which it intends to transfer to Saybrook, is reflected on a document entitled "Reallocation of Wastewater (Sewer) Capacity from City of Lathrop" which the City Engineer and Director of Finance will execute in September of 2021 upon approval of the transfer by City Council to document the allocation of a portion of City's Reserve Wastewater Capacity to Saybrook parcels, and which reflects this Transfer of allocation to Saybrook. The original unsigned Reallocation form to reflect the transfer to Saybrook is attached to the September 13, 2021 City Manager's Report as Attachment D and is included in this Agreement as Exhibit "A"; and

WHEREAS, the Public Works Director has confirmed that the requested Transfer is consistent with the City's General Plan, Sewer Master Plan, and Zoning Ordinance, that Saybrook has provided a down payment of 10% of the sewer cost (\$28,237.50) and the Public Works Director and the City Engineer recommend City Council approve the application for sewer transfer and authorize the City Manager to execute this agreement, approved by the City Attorney, with the applicant; and

WHEREAS, consistent with Schedule 3 of the CTF 2 Agreement, Saybrook has filed an application with the City to effectuate the transfer contemplated in this Agreement, and that application took the form of this Agreement, attached to the September 13, 2021 City Manager's Report as Attachment C. This Agreement, which shall be approved as to form by the City

Attorney, constitutes the agreement required by the City pursuant to Schedule 3 of the CTF 2 Agreement.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. **Allocation of Reserve Wastewater Treatment Capacity.** City agrees to transfer to the Saybrook 8,562 gpd of the Reserve Wastewater Treatment Capacity previously allocated to City in the CTF 2 Agreement. This will leave City with 69,983 gpd remaining Reserve Wastewater Treatment Capacity as identified in the CTF 2 Agreement. The Reserve Wastewater Treatment Capacity transferred as part of this Agreement shall be allocated to Saybrook once the requirements of this Agreement are satisfied.

2. **Payment for Allocation of Reserve Wastewater Treatment Capacity.** In exchange for City's transfer of Reserve Wastewater Treatment Capacity pursuant to this, Saybrook agrees to pay to City \$282,375, or \$32.98 for each gpd of Reserve Wastewater Treatment Capacity transferred pursuant to this Agreement. In addition to the down payment, the remaining 90% payment shall be made in full within ten (10) days after the date when the City Council approves the transfer and this Agreement. At the time of receipt of payment from Saybrook, City will transfer the treatment capacity to Saybrook. Upon transfer, Saybrook shall have full ownership and use of City's Reserve Wastewater Treatment Capacity.

3. **Agreement Contingent on City's Approval of Transfer of Reserve Wastewater Treatment Capacity.** The obligations in this Agreement are contingent on the City Council's approval of the transfer and this Agreement pursuant to the procedure outlined in Schedule 3 of the CTF 2 Agreement. In the event that the Lathrop City Council denies the transfer of the Agreement, City shall have no further obligation to transfer Reserve Wastewater Treatment Capacity to Saybrook under this Agreement, and the Agreement shall have no further binding effect on the Parties, and the City will immediately return the down payment provided by Saybrook. The City also confirms that Saybrook has fulfilled all of their obligations under the CTF 2 Agreement, no amounts are owed, and no event of default exists.

4. **Saybrook's Obligation to Obtain Project Approvals Within One Year of City Approval of Reserve Wastewater Treatment Capacity Allocation.** Consistent with the requirements in Schedule 3 of the CTF 2 Agreement, Saybrook shall obtain a building permit or City approval of a final map for the Saybrook Project within one year from the City's approval of the transfer and Agreement, unless the City Council approves an alternative time limit. If Saybrook fails to obtain said building permit or approval of a final map within the timeframe in this paragraph, Saybrook shall sell the transferred Reserve Wastewater Treatment Capacity units back to the City without conditions and/or limitations of use. The purchase price for the City shall be the same as the costs paid by Saybrook pursuant to Paragraph 2 above less the City's administrative fee.

5. **Mutual Hold Harmless / Indemnification.** Each Party shall hold each other harmless, and defend, and indemnify the other Party, its officers, employees, consultants, and agents from and against any and all claims, suits, causes of action, or other proceedings for damages, injuries, losses, costs (including attorneys' fees and costs of suit or other dispute resolution processes), or any other liability arising out of, or in connection with, the performance, or failure to perform, any of the duties and obligations outlined in this Agreement hereunder. The duty to defend shall include provision for all costs and fees, including attorneys' fees, associated with such defenses.

6. **No Partnership.** It is not the purpose or the intention of this Agreement to create, and this Agreement shall not create, a joint venture, partnership, or other relationship whereby either Party would be liable for the omissions, commissions, or performance of the other Party.

7. **Further Assurance.** The Parties shall execute and deliver such further instruments and do further acts and things as may be required to carry out the intent and purposes of this Agreement as may be reasonably requested by either Party.

8. **Force Majeure.** With respect to the matters contemplated by this Agreement, neither Party shall be liable or responsible to the other as a result of any injury to property or as a result of inability to provide capacity, which was caused by any Force Majeure event.

9. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.

10. **Assignment.** No Party may assign its rights under this Agreement to any person, entity, or governmental or quasi-governmental body without the prior written consent of the other Parties.

11. **Entire Agreement / Amendment.** This Agreement including the recitals, which are incorporated by this reference, contains the entire Agreement between the Parties regarding the Wastewater Transfer between the Parties. No change or modification of this Agreement shall be valid unless the same is an amendment, in writing, signed by both Parties.

12. **Recordation of Agreement.** Consistent with the requirements of Schedule 3 of the CTF 2 Agreement, City shall cause this Agreement to be recorded in the San Joaquin County Recorder's Office within thirty (30) days after the City Council approves the transfer and this Agreement.

13. **Exhibits.** The Exhibits referenced and included in the Agreement are as follows:

Exhibit A: Reallocation form to reflect the transfer of the Reserve Wastewater Treatment Capacity from the City to Saybrook.

IN WITNESS WHEREOF, the parties have caused their respective duly authorized representatives to execute this Agreement as of the Effective Date above.

OWNER:

Saybrook CLSP, LLC

a Delaware limited liability company

By: Saybrook Fund Investors, LLC

Its: Managing Member

By: _____
Jeffrey M. Wilson
Officer

CITY:

CITY OF LATHROP, a
Municipal Corporation of the
State of California

By: Stephen J. Salvatore
Its: City Manager

ATTEST:
City Clerk of and for the City

By: Teresa Vargas
Its: City Clerk

**APPROVED AS TO FORM BY THE
CITY OF LATHROP CITY ATTORNEY:**

By: Salvador Navarrete
Its: City Attorney

Exhibit "A"
Reallocation Form

Reallocation of Phase 2 CTF Reserve Wastewater (Sewer) Capacity from City of Lathrop

Total Initial Balance 11-21-16¹ 78,545 gpd

<u>New Development</u>	<u>Allocation</u>	
Current Balance	78,545	gpd
Saybrook CLSP Phase 1C	8,562	gpd
<i>Remaining Capacity</i>	69,983	gpd

<u>Allocation Date</u>	<u>Allocation No.</u>	<u>gpd/Acre^{2,4}</u>
September 13, 2021	2021-01	n/a

<u>Allocated to Parcel Number(s)</u>	<u>Acres</u>	<u>Sewer Treatment & Disposal Allocated to parcels (gpd)²</u>
APN 192-030-33, 34 and 35	n/a	8,562
Totals	0.00	8,562

Notes:

1. Capacity per Exhibit B-1 of CTF Phase 2 Expansion Design and Construction Agreement dated 11-21-16
2. Balance needed by Saybrook for Phase 1C of CLSP
3. Saybrook owned Central Lathrop Specific Plan Phase 1C parcels include APN 192-030-33, 34 and 35

Authorized by:

City of Lathrop

Saybrook CLSP, LLC

Glenn Gebhardt, City Engineer Date Title

Jeff Wilson Date

ITEM 4.13

CITY MANAGER'S REPORT SEPTEMBER 13, 2021, CITY COUNCIL REGULAR MEETING

ITEM: APPROVAL OF FINAL MAP, COMMON USE AGREEMENT AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 59 LOTS IN TRACT 4069 VILLAGE "OO2" WITHIN LAKESIDE WEST DISTRICT OF RIVER ISLANDS

RECOMMENDATION: Adopt Resolution Approving Final Map for Tract 4069 Village "OO2" within the Lakeside West District, Totaling 59 Single Family Lots, a Common Use Agreement and a Subdivision Improvement Agreement with River Islands Stage 2B, LLC

SUMMARY:

The proposed Final Map for Tract 4069 will be the second and final tract map within the Village "OO" area. Kiper Homes is proposing fifty-nine (59) 45' 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 4069, Village "OO2", a Common Use Agreement with Island Reclamation District No. 2062 for portions of Tribune and Merrick Courts and a Subdivision Improvement Agreement with River Islands Stage 2B, LLC ("River Islands"), 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 December 2, 2020, the City of Lathrop Planning Commission approved a Neighborhood Design Plan (NDP) and Architectural Guidelines and Design Standards (AG/DS) for the Lakeside West District, known as Stage 2B, within Phase 1 of the project. While the NDP contains conceptual guidance on parks within the Lakeside West District, a Master Parks Plan includes revisions to the parks and open spaces within the Stage 2B area and is pending Planning Commission action. The land for the proposed Final Map for Tract 4069 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 total cost of the improvements for Village "OO" is \$1,918,000, however, a large percentage of the improvements have already been construction and therefore do not need to be guaranteed.

CITY MANAGER’S REPORT **PAGE 2**
SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING
APPROVAL OF FINAL MAP, COMMON USE AGREEMENT AND SUBDIVISION
IMPROVEMENT AGREEMENT FOR 59 LOTS IN TRACT 4069 VILLAGE “OO2”
WITHIN LAKESIDE WEST DISTRICT OF RIVER ISLANDS

Performance and labor & material securities were provided with the SIA for Tract 4068 that guarantee the unfinished improvements for Village “OO”, including both Tract 4068 and 4069, in the amount of:

Unfinished Improvement Total:	\$245,771
Performance Bond (120% of Unfinished Improvements):	\$270,348
Labor & Materials Bond (50% of Performance Bond)	\$135,174

The SIA for Tract 4069 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 4069, 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 “OO” was annexed to the four different Community Facilities Districts (CFDs) for maintenance purposes with the approval of the Tract 4068 Final Map in 2021. The CFDs are for the City, Reclamation District 2062, and River Islands Public Financing Authority (RIPFA).

There is also a need for a Common Use Agreement (CUA) between the City and Reclamation District No. 2062 (RD 2062) as a portions of Tribune and Merrick Courts share an area with the easements recorded in favor of RD 2062 for the levee system. The CUA, included as Attachment “F”, 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 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**
SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING
APPROVAL OF FINAL MAP, COMMON USE AGREEMENT AND SUBDIVISION
IMPROVEMENT AGREEMENT FOR 59 LOTS IN TRACT 4069 VILLAGE "OO2"
WITHIN LAKESIDE WEST DISTRICT OF RIVER ISLANDS

REASON FOR RECOMMENDATION:

River Islands 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 4068	Completed
4. Labor and Materials Security – Uncompleted Landscaping and Miscellaneous Improvements provided with Tract 4068	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 "OO" – City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities) Annexation No. 18	Annexed with Tract 4068 on 2/8/2021
15. Common Use Agreement with Island Reclamation District No. 2062	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

CITY MANAGER'S REPORT **PAGE 4**
SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING
APPROVAL OF FINAL MAP, COMMON USE AGREEMENT AND SUBDIVISION
IMPROVEMENT AGREEMENT FOR 59 LOTS IN TRACT 4069 VILLAGE "OO2"
WITHIN LAKESIDE WEST DISTRICT OF RIVER ISLANDS

BUDGET IMPACT:

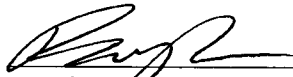
There is no budget impact to the City as all costs are covered by development fees and any shortfalls in the City's maintenance and operating costs are covered by the CFDs.

ATTACHMENTS:

- A. Resolution Approving Final Map for Tract 4069 Village "OO2" within the Lakeside west District, Totaling 62 Single Family Lots, a Common Use Agreement and a Subdivision Improvement Agreement with River Islands Stage 2B, LLC
- B. Vicinity Map - Village "OO"
- C. Subdivision Improvement Agreement between the City of Lathrop and River Islands Stage 2B, LLC, a Delaware limited liability company, for Tract 4069, Village "OO2"
- D. Escrow Instructions for Final Map Tract 4069 Village "OO2"
- E. Final Map - Tract 4069 Village "OO2"
- F. Common Use Agreement with Island Reclamation District No. 2062 for a portion of Tribune and Merrick Courts, and associated;
 - o Offer of Dedication for Public Utility Easement


CITY MANAGER'S REPORT
SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING
APPROVAL OF FINAL MAP, COMMON USE AGREEMENT AND SUBDIVISION
IMPROVEMENT AGREEMENT FOR 59 LOTS IN TRACT 4069 VILLAGE "002"
WITHIN LAKESIDE WEST DISTRICT OF RIVER ISLANDS

APPROVALS



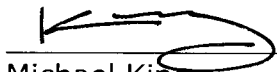
Brad Taylor
Land Development Manager

8/24/2021
Date



Glenn Gebhardt
City Engineer

8/24/21
Date



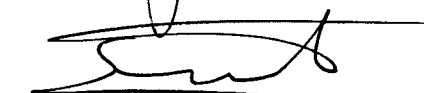
Michael King
Public Works Director

8.25.2021
Date



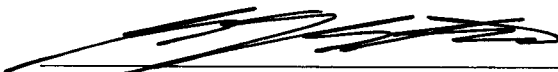
Cari James
Finance & Administrative Services Director

8/26/2021
Date



Salvador Navarrete
City Attorney

8-25-2021
Date



Stephen J. Salvatore
City Manager

8-31-21
Date

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING FINAL MAP FOR TRACT 4069 VILLAGE "OO2" WITHIN THE LAKESIDE WEST DISTRICT, TOTALING 59 SINGLE FAMILY LOTS, A COMMON USE AGREEMENT AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH RIVER ISLANDS STAGE 2B, 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 December 2, 2020, the City of Lathrop Planning Commission approved a Neighborhood Design Plan (NDP) and Architectural Guidelines and Design Standards (AG/DS) for the Lakeside West District, known as Stage 2B, within Phase 1 of the project; and

WHEREAS, the land for the proposed Final Map for Tract 4069 is within the geographic boundaries of VTM 3694 and Stage 2B; 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 were provided with the SIA for Tract 4068 that guarantee the unfinished improvements for Village "OO", including both Tract 4068 and 4069, in the amount as follows; and

Unfinished Improvement Total:	\$245,771
Performance Bond (120% of Unfinished Improvements):	\$270,348
Labor & Materials Bond (50% of Performance Bond)	\$135,174

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 Tribune and Merrick Courts share an area with the easements recorded in favor of RD 2062 for the levee system. The CUA, included as Attachment "F" to the City Manager's Report; and

WHEREAS, River Islands Stage 2B 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 4069, Village "OO2", 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 2B, LLC in substantially the form as attached to the September 13, 2021 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 and Acceptance of Offer of Dedication for Public Utility Easements with River Islands Stage 2B, LLC, in substantially the form as attached to the City Manager's Report as Attachment "F", 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 13th day of September 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

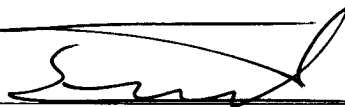
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

LAKE 13



VILLAGE NN-1

VILLAGE NN-2

VILLAGE EE-2

VILLAGE OO

VILLAGE DD

SCHOOL

VILLAGE Z

ATTACHMENT "B"
VILLAGE OO
VICINITY MAP

SUBDIVISION IMPROVEMENT AGREEMENT
BY AND BETWEEN THE CITY OF LATHROP AND
RIVER ISLANDS STAGE 2B, LLC, A DELAWARE LIMITED LIABILITY COMPANY
FOR TRACT 4069 VILLAGE “OO2” 59 RESIDENTIAL LOTS

RECITALS

A. This Agreement is made and entered into this **13th day of September 2021**, by and between the **CITY OF LATHROP**, a municipal corporation of the State of California (hereinafter "CITY") and **River Islands Stage 2B, LLC**, a Delaware limited liability company, (hereinafter "SUBDIVIDER").

B. 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 4069. However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with Tract 4069 (Village “OO”) located within the Lakeside West District of River Islands Phase 1, which also includes major streets necessary to access the site. Performance and Labor & Material securities have been provided with the SIA for Tract 4068 that guarantee the unfinished improvements for Village “OO”, which includes Tract 4069, in the amount shown in Section 8, and therefore no additional security is needed for Tract 4069.

C. SUBDIVIDER has completed a portion of the joint trench improvements for Tract 4069 and as noted in Recital B, security shall be required for the unfinished portion of these improvements, along with other required infrastructure associated with Tract 4069 and Village “OO” 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 4069 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:

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4069 Village "OO"

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 West neighborhood, to the limits identified in Exhibit "A", including the public landscaping, streetlight and joint trench improvements. A Vicinity Map is included as Exhibit "B".

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 4069 that is conveyed to a private interest not associated with the transfer of title of Tract 4069 associated with the filing of Tract 4069 (homebuilder), prior to the completion and occupancy of the last production dwelling unit associated with Tract 4069, or September 13, 2022, 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 \$191,800, equal to 10% of the estimated cost of the Improvements for the Village "OO" entire area (\$1,918,000) as included in the Engineer's estimate attached to this Agreement as Exhibit "D", 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. 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.

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4069 Village "OO"

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.

8. 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 Village "OO" as included and described in Exhibit "D" of this Agreement. Performance and Labor & Material securities have been provided with the SIA for Tract 4068 that guarantee the unfinished improvements for Village "OO", which includes Tract 4069, in the amount shown in Table 1 below and therefore no additional security is needed for Tract 4069. SUBDIVIDER shall also comply with CITY'S insurance requirements set forth on Exhibit "C" attached hereto and incorporated herein.

Table 1 – Bond Values

Unfinished Improvement Total:	\$245,771
Performance Bond (Bond No. 0757341):	\$270,348
Labor & Materials Bond (Bond No. 0757341)	\$135,174

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4069 Village "OO"

15. 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.

16. 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.

17. 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.

18. 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.

19. 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 4069.

20. 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.

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4069 Village "OO"

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 4069

EXHIBIT B TRACT 4069 AND VILLAGE "OO" AREA

EXHIBIT C: CITY INSURANCE REQUIREMENTS

EXHIBIT D: UNFINISHED IMPROVEMENT COST ESTIMATE AND VILLAGE "OO"
IMPROVEMENTS COST ESTIMATE

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4069 Village "OO"

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 13th day of September 2021, 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 THE CITY OF LATHROP CITY ATTORNEY

BY: _____
Salvador Navarrete Date
City Attorney

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4069 Village "OO"

SUBDIVIDER

River Islands Stage 2B, LLC,
a Delaware limited liability company

BY: _____
Susan Dell'Osso
President

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4069 Village "OO"

EXHIBIT "A"

FINAL MAP - TRACT 4069

OWNERS STATEMENT

THE UNDERSIGNED, DOES HEREBY STATE THAT THEY ARE THE OWNERS OR HAVE ANY RECORD TITLE INTEREST OF ALL THE LAND DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINE OF THE HERIN EMBODIED FINAL MAP ENTITLED, TRACT 4069, RIVER ISLANDS-STAGE 2B, VILLAGE 002, CITY OF LATHROP, CALIFORNIA, CONSISTING OF LOTS 1, 10, 11, 16, 21, 22, 31, 32, 41, 42, 49, 52 AND 59, HEREIN REFERRED TO AS THE PROJECT SITE, AND THE REAL PROPERTY DESCRIBED BELOW IS AN EASEMENT FOR PUBLIC PURPOSES

TO THE CITY OF LATHROP FOR PUBLIC RIGHT-OF-WAY PURPOSES, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS MERRICK COURT AND TRIBUNE COURT AS SHOWN ON THIS FINAL MAP

- A NON-EXCLUSIVE EASEMENT TO THE CITY OF LATHROP, TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN, PALES, 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 BELONG TO THE CITY OF LATHROP ALL ABUTTERS RIGHT OF ACCESS TO LOTS 1, 10, 11, 16, 21, 22, 31, 32, 41, 42, 49, 52 AND 59 ALONG THE LOT LINES AS INDICATED BY THE SYMBOL  AS SHOWN ON THIS FINAL MAP

TO ENSURE MUNICIPAL WATER SERVICES TO ALL LOTS SHOWN UPON THIS MAP, ALL GROUND WATER RIGHTS THAT THE UNDERSIGNED MAY HAVE WITHIN THE DISTINCTIVE BORDER UPON THIS MAP, HEREBY ARE DEDICATED TO THE CITY OF LATHROP

THE UNDERSIGNED DOES HEREBY RESERVE PARCELS A, B AND C AS SHOWN ON THIS MAP, SAID PARCELS ARE NOT DEDICATED HEREON, BUT WILL BE CONVERTED TO ISLAND RECLAMATION DISTRICT NO. 2062 BY SEPARATE DOCUMENT SUBSEQUENT TO THE FILING OF THIS FINAL MAP

OWNERS: RIVER ISLANDS STAGE 2B, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: NAME _____ DATE _____
 SUSAN DELLOSSO
 PRESIDENT

DATED THIS _____ DAY OF _____, 2021

OLD REPUBLIC TITLE COMPANY, AS TRUSTEE, UNDER THE DEED OF TRUST RECORDED DECEMBER 22, 2016, DOCUMENT NUMBER 2016-048071, AND BINDER NUMBER 2016-048071, AND BINDER NUMBER 2016-048071, DOCUMENT NUMBER 2020-048008, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

BY: NAME _____ DATE _____

DATED THIS _____ DAY OF _____, 2021

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 _____, 2021 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 CAPACITIES, 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, EXCLUDED 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 _____

EXEMPT FROM FEE PER GOVERNMENT CODE 27388.1; DOCUMENT RECORDED IN CONNECTION WITH A CONCURRENT TRANSFER SUBJECT TO THE IMPOSITION OF DOCUMENTARY TRANSFER TAX

**TRACT 4069
 RIVER ISLANDS - STAGE 2B
 VILLAGE 002**

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCELS 2, 3 AND 4 OF TRACT 4068 (43 MAP 162) CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2021



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 CERTIFY THAT I HAVE REVIEWED THE RECORDS OF THE CITY OF LATHROP, STATE OF CALIFORNIA, AND HEREBY CERTIFY THAT THE RECORDS OF THE CITY OF LATHROP, STATE OF CALIFORNIA, DO NOT REFLECT ANY CHANGES TO THE STATEMENT WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A MEETING THEREOF HELD ON THE _____ DAY OF _____, 2021, AND THAT SAID CITY COUNCIL DID THEREUPON BY RESOLUTION NO. _____, 2021, AND THAT SAID CITY COUNCIL DID THEREUPON BY USE, THE REINFORCEMENT OF ACCESS RIGHTS TO LOTS 1, 10, 11, 16, 21, 22, 31, 32, 41, 42, 49, 52 AND 59, AND AUTHORIZED ITS RECORDED, AND ACCEPTED ON BEHALF OF THE CITY OF LATHROP, FOR PUBLIC USE, THE REINFORCEMENT OF ACCESS RIGHTS TO LOTS 1, 10, 11, 16, 21, 22, 31, 32, 41, 42, 49, 52 AND 59, AND THE DEDICATION OF ALL PUBLIC UTILITY EASEMENTS, AND ACCEPTED THE OFFER OF ADJUSTION OF RIGHTS, COURTS AS SHOWN ON SAID MAP SUBJECT TO THE IMPROVEMENTS BEING 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

DATED THIS _____ DAY OF _____, 2021

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 }

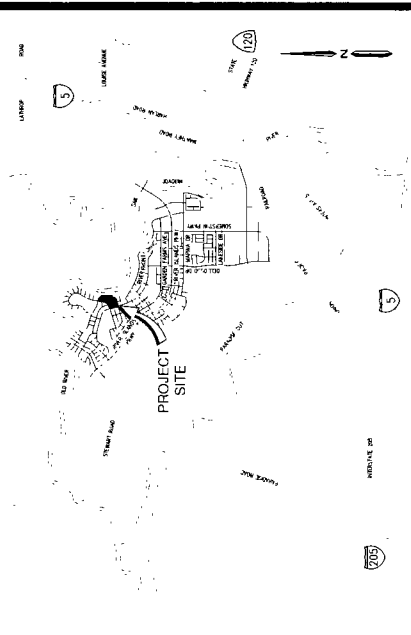
ON _____, 2021 BEFORE ME, _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/HER AUTHORIZED CAPACITIES, AND THAT BY HIS/HER/HER SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXCLUDED 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 _____

EXEMPT FROM FEE PER GOVERNMENT CODE 27388.1; DOCUMENT RECORDED IN CONNECTION WITH A CONCURRENT TRANSFER SUBJECT TO THE IMPOSITION OF DOCUMENTARY TRANSFER TAX



SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

THIS MAP CONFORMS TO TENTATIVE MAP NO. 3684 APPROVED BY THE PLANNING COMMISSION DATED THIS _____ DAY OF _____, 2021

MARY WESSNER, COMMUNITY DEVELOPMENT DIRECTOR
 CITY OF LATHROP

DATED THIS _____ DAY OF _____, 2021

CITY ENGINEERS STATEMENT

I, GLENN GEBHARDT, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA AND THAT I HAVE REVIEWED THE MAP AND THE RECORDS OF THE CITY OF LATHROP, CALIFORNIA, AND HEREBY CERTIFY THAT THE RECORDS OF THE CITY OF LATHROP, CALIFORNIA, DO NOT REFLECT ANY CHANGES TO THE STATEMENT WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A MEETING THEREOF HELD ON THE _____ DAY OF _____, 2021, AND THAT SAID CITY COUNCIL DID THEREUPON BY RESOLUTION NO. _____, 2021, AND THAT SAID CITY COUNCIL DID THEREUPON BY USE, THE REINFORCEMENT OF ACCESS RIGHTS TO LOTS 1, 10, 11, 16, 21, 22, 31, 32, 41, 42, 49, 52 AND 59, AND AUTHORIZED ITS RECORDED, AND ACCEPTED ON BEHALF OF THE CITY OF LATHROP, FOR PUBLIC USE, THE REINFORCEMENT OF ACCESS RIGHTS TO LOTS 1, 10, 11, 16, 21, 22, 31, 32, 41, 42, 49, 52 AND 59, AND THE DEDICATION OF ALL PUBLIC UTILITY EASEMENTS, AND ACCEPTED THE OFFER OF ADJUSTION OF RIGHTS, COURTS AS SHOWN ON SAID MAP SUBJECT TO THE IMPROVEMENTS BEING 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

GLENN GEBHARDT, P.E. C. 34681
 CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA

DATED THIS _____ DAY OF _____, 2021



RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2021, AT _____ M
 IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY

FEE \$ _____

BY _____ ASSISTANT/DEPUTY RECORDER
 STEVE BESTOLARIES, COUNTY CLERK
 SAN JOAQUIN COUNTY, CALIFORNIA

TRACT 4069 RIVER ISLANDS - STAGE 2B VILLAGE 002

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 2, 3 AND 4 OF TRACT 4068 (43 MAP 162)
CITY OF LAHROP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2021



CITY SURVEYOR'S STATEMENT

I, DARRYL A. ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4069, RIVER ISLANDS-STAGE 2B, VILLAGE 002", CITY OF LAHROP, CALIFORNIA, AND I AM SATISFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2021.

DARRYL A. ALEXANDER, P.L.S. 5071
ACTING CITY SURVEYOR



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 ORDINANCES AT THE REQUEST OF RIVER ISLANDS DEVELOPMENT, LLC, ON SEPTEMBER 11, 2020. 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 EMERGE THIS SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED UNDATED MEASURING TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2021.



DYLAN CRAWFORD, P.L.S. NO. 7788

RECITALS

- RIGHT TO FARM STATEMENT.
THE CITY OF LAHROP, MUNICIPAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15.48.04, THE CITY OF LAHROP 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 INCONVENIENCE OR DISCOMFORT ARISING FROM THE LAWFUL AND PROPER USE OF AGRICULTURAL CHEMICALS AND SERVICES, INCLUDING PESTICIDES, FERTILIZERS, AND IRRIGATION, AND FROM OTHER AGRICULTURAL ACTIVITIES, INCLUDING WITHOUT LIMITATIONS, CULTIVATION, PLANTING AND ANIMALS FROM IRRIGATION AND OTHER ACTIVITIES WHICH MAY GENERATE DUST, SMOKE, NOISE, OILS, PESTS 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.
- A SOILS REPORT ENTITLED "GEO-TECHNICAL EXPLORATION, RIVER ISLANDS PHASE 1, LAHROP, CALIFORNIA" HAS BEEN PREPARED FOR THIS PROJECT AND IS ATTACHED TO THIS MAP AS EXHIBIT 2B. THIS REPORT HAS BEEN PREPARED FOR THIS PROJECT BY ENCO, INCORPORATED, 10501 DOLLE, C1, BOX 26377, LAS VEGAS, NV 89126. THIS REPORT DESCRIBES TRACT 4069, RIVER ISLANDS-STAGE 2B, VILLAGE 002, CONTAINS 59 RESIDENTIAL LOTS CONTAINING 8.23 ACRES, MORE OR LESS, INCLUDING ROADWAYS THAT ARE BEING DEDICATED BY THIS FINAL MAP AND PARCELS A, B AND C CONTAINING 0.08 ACRES, MORE OR LESS AS SHOWN ON THIS FINAL MAP (PLEASE REFER TO THE AREA TABLE BELOW).

TRACT 4069 AREA SUMMARY	
LOTS 1 THROUGH 59	7.367 AC±
STREET DEDICATION	0.885 AC±
PARCELS A, B AND C	0.076 AC±
TOTAL	8.31 AC±

- BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 1214021990-LR, DATED JUNE 21, 2021, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

REFERENCES

- TRACT 4032, RIVER ISLANDS-STAGE 2B, LARGE LOT FINAL MAP, FILED OCTOBER 8, 2020, IN BOOK 43 OF MAPS AND PLATS, PAGE 142, S.J.C.R. (43 MAP 142)
- TRACT 4055, RIVER ISLANDS-STAGE 2B, VILLAGE DD1, FILED JANUARY 28, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 156, S.J.C.R. (43 MAP 156)
- TRACT 4063, RIVER ISLANDS-STAGE 2B, VILLAGE EE, FILED FEBRUARY 17, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 160, S.J.C.R. (43 MAP 160)
- TRACT 4068, RIVER ISLANDS-STAGE 2B, VILLAGE DD1, FILED MARCH 3, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 162, S.J.C.R. (43 MAP 162)
- TRACT 4071, RIVER ISLANDS-STAGE 2B, VILLAGE MM1, FILED MAY 4, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 166, S.J.C.R. (43 MAP 166)

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66438 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 UNDER AND ADJACENT TO THE PROPERTY DESCRIBED IN THIS MAP, ORDER NUMBER 2082 PER DOCUMENT NUMBER 2018-860995, S.J.C.R.
- LEASE EASEMENT IN FAVOR OF RECLAMATION DISTRICT 2082 PER DOCUMENT NUMBER 2018-860995, S.J.C.R.

LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEET 3 ONLY

LINE	DIRECTION	LENGTH
L1	N65°16'03"W	35.91'
L2	N27°19'53"E	35.36'
L3	N62°41'07"W	35.36'
L4	N72°18'53"E	74.09'
L5	N89°04'28"W	40.57'
L6	N21°46'40"E	38.60'
L7	N61°14'28"E	58.63'
L8	N72°18'53"E	43.07'
L9	N62°41'07"W	35.36'
L10	N18°24'52"E	29.46'
L11	N11°16'14"E	42.81'
L12	N34°44'49"W	139.09'

LINE	DIRECTION	LENGTH
L13	N3°44'49"W	103.24'
L14	N2°46'35"W	30.66'
L15	N1°36'36"W	102.69'
L16	N3°14'00"W	123.29'
L17	N9°43'36"W	27.37'
L18	N0°00'00"E	148.06'
L19	N7°19'41"W	87.25'
L20	N66°11'09"W	59.75'
L21	N67°28'13"W	107.76'
L22	N73°52'07"E	19.73'
L23	N72°18'53"E	98.07'
L24	N61°14'28"E	108.32'

CURVE	RADIUS	DELTA	LENGTH
C1	55.00	90°00'00"	86.39'
C2	485.00	5°09'52"	43.72'
C3	270.00	17°09'44"	60.87'
C4	270.00	11°04'25"	57.18'
C5	485.00	17°48'56"	150.81'
C6	3103.00	2°02'54"	119.93'
C7	50.00	91°31'23"	79.87'
C8	3103.00	1°38'47"	89.16'
C9	50.00	92°01'58"	80.31'
C10	50.00	6°22'03"	5.56'

CURVE	RADIUS	DELTA	LENGTH
C11	330.00	25°13'46"	145.31'
C12	485.00	23°27'42"	198.60'
C13	1965.00	0°15'02"	8.59'
C14	2000.00	4°08'07"	144.35'
C15	450.00	28°05'33"	220.64'
C16	450.00	31°15'50"	245.55'
C17	450.00	12°57'30"	101.77'
C18	300.00	11°04'25"	57.98'
C19	300.00	33°13'51"	174.00'

TRACT 4069 RIVER ISLANDS - STAGE 2B VILLAGE 002

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 2, 3 AND 4 OF TRACT 4068 (43 MAP 162)
CITY OF LAHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2021



LEGEND

- ① SET STANDARD CITY OF LAHROP MONUMENT WELL STAMPED "PLS 7788"
- FOUND MONUMENT PER (R1)
- FOUND MONUMENT PER TRACT 4068 (R4)
- FOUND MONUMENT PER TRACT 4068 (R4)
- FOUND 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788" PER (R1) AND (R2)
- FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788" (R1)
- SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- RESTRICTED ACCESS
- BOUNDARY
- LOT LINE OR RIGHT-OF-WAY LINE
- EASEMENT LINE
- CENTERLINE
- MEASURED AND RECORD DATA PER REFERENCE (R1)
- DOTTED REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2
- (M-B) MONUMENT TO BOUNDARY
- (M-M) MONUMENT TO MONUMENT
- (M-CL, INTX) MONUMENT TO CENTERLINE INTERSECTION
- (R) RADIAL BEARING
- (B) BOUNDARY
- DN DOCUMENT NUMBER
- P.U.E. PUBLIC UTILITY EASEMENT
- L1/C1/R1 LINE, CURVE, RADIAL LINE
- ① EASEMENT REFERENCE NUMBER (SEE THIS SHEET)

NOTES

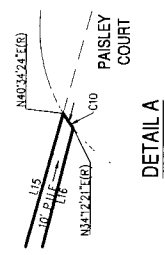
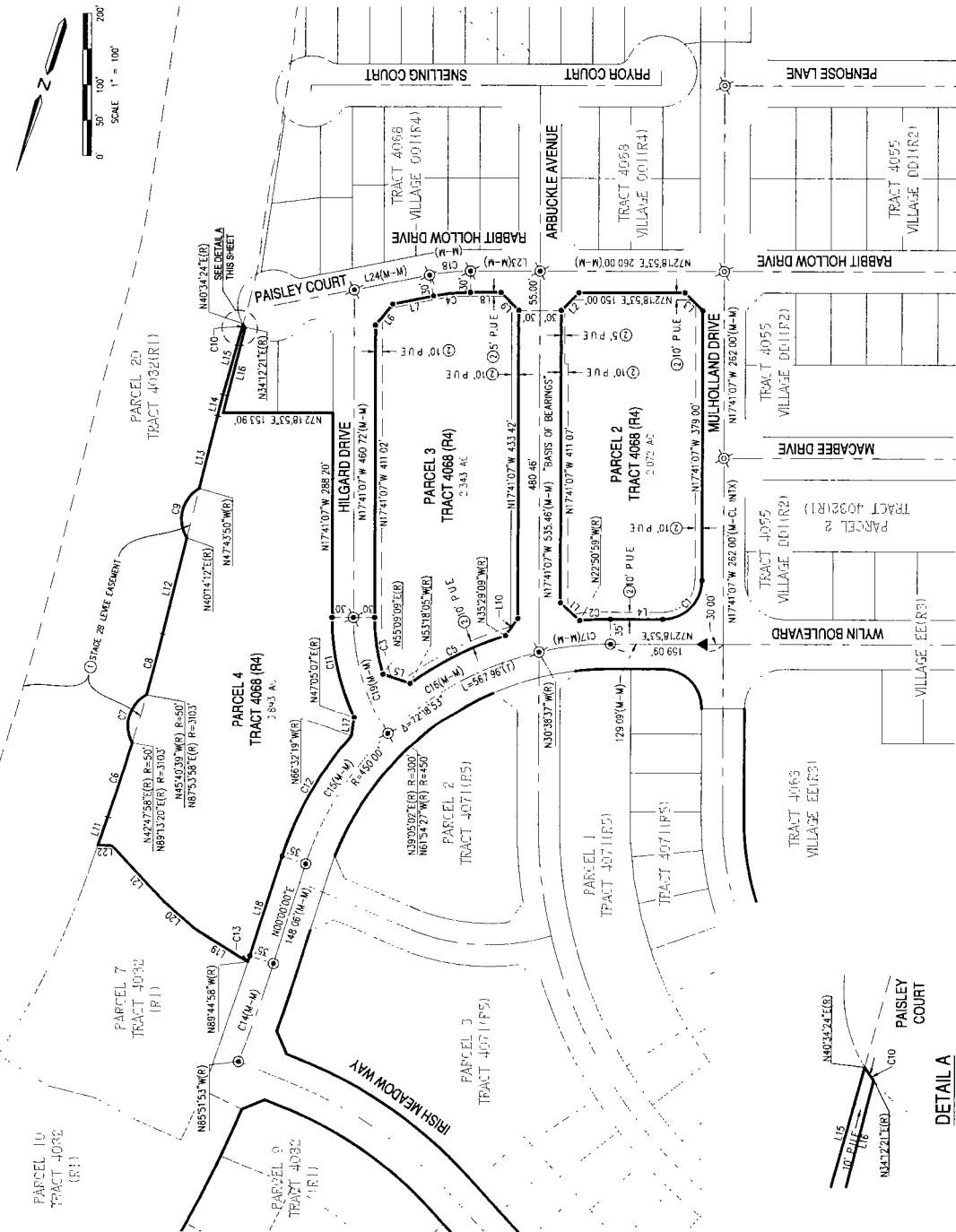
1 - SEE SHEET 2 FOR REFERENCES AND LINE AND CURVE TABLES

BASIS OF BEARINGS

THE BEARINGS OF NORTH 174°07' WEST BETWEEN FOUND MONUMENTS ALONG ARBUCKLE AVENUE AND RABBIT HOLLOW DRIVE WERE MEASURED AND RECORDED IN MAPS 162 AND 163. BEARINGS SHOWN ON TRACT 4068, FILED MARCH 3, 2021, IN BOOK 43 OF MAPS AND PLATS, AT PAGE 162, 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.

EASEMENTS

- ① STAGE 2B LOT/EASEMENT IN FAVOR OF ISLAND RECLAMATION DISTRICT 2082 PER DN 2018-860095, S.J.C.R.
- ② PUBLIC UTILITY EASEMENT PER TRACT 4068, FILED MARCH 3, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 162, S.J.C.R. (43 MAP 162)



TRACT 4069

RIVER ISLANDS - STAGE 2B

VILLAGE 002

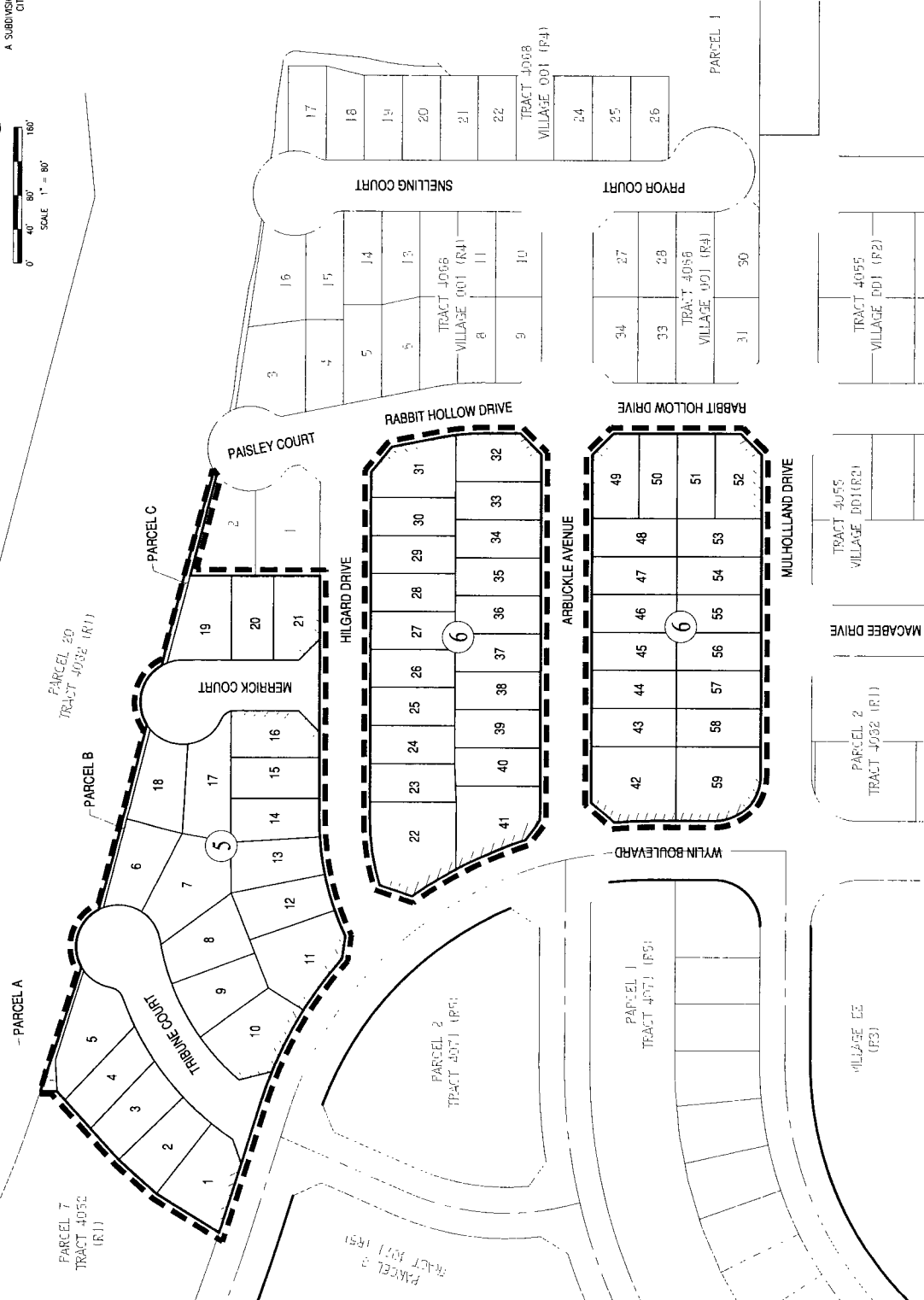
A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 2, 3 AND 4 OF TRACT 4688 (43 MAP 162)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2021



- LEGEND**
- BOUNDARY
 - LOT LINE
 - EXISTING ROADWAY EASEMENT
 - SHEET NUMBER
 - SHEET LIMIT LINE
 - RESTRICTED ACCESS

7

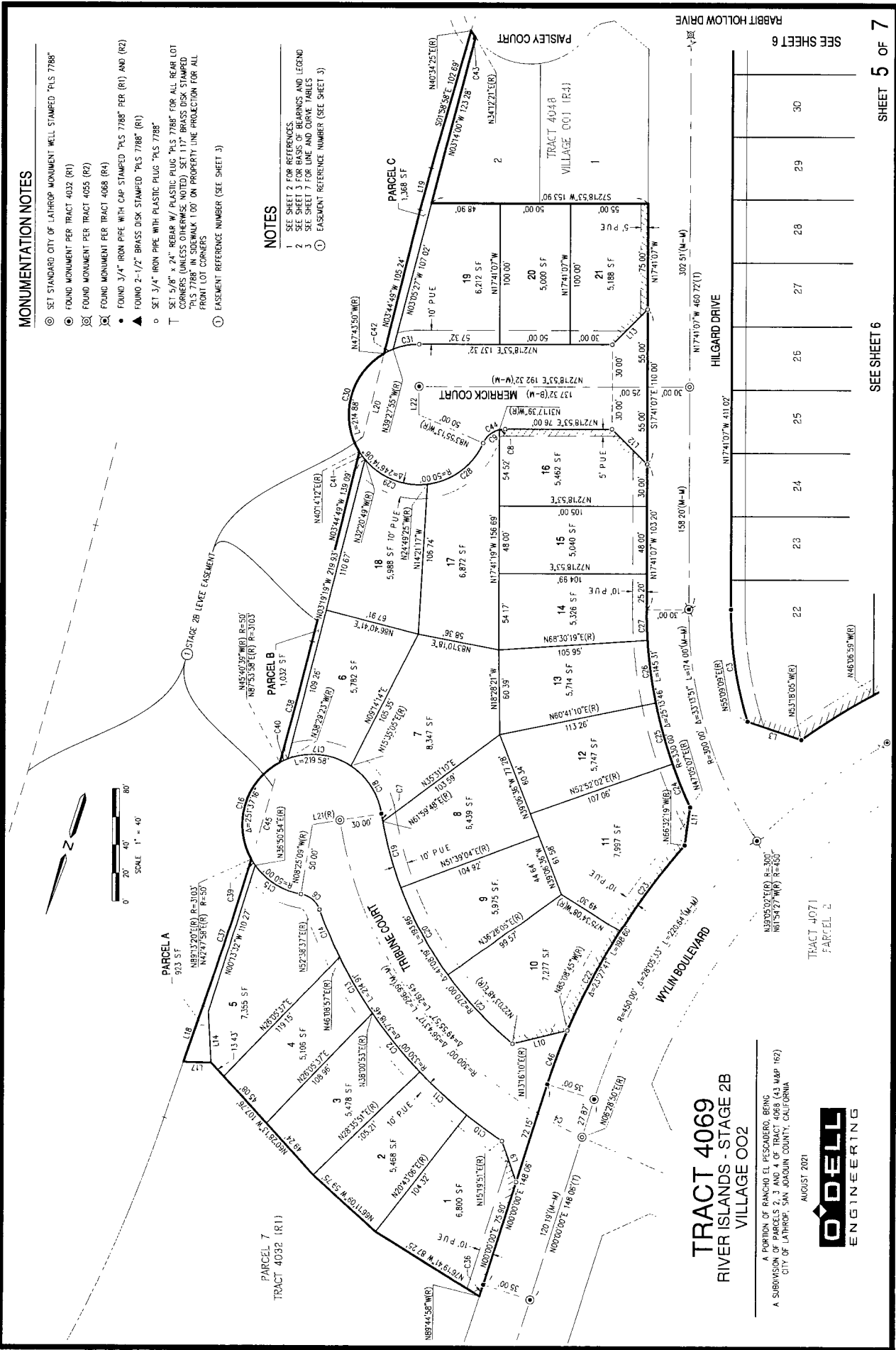


MONUMENTATION NOTES

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ FOUND MONUMENT PER TRACT 4032 (R1)
- ⊙ FOUND MONUMENT PER TRACT 4055 (R2)
- ⊙ FOUND MONUMENT PER TRACT 4068 (R4)
- FOUND 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788" PER (R1) AND (R2)
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788" (R1)
- SET 3/4" 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 SIDEWALK 1'00" ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS
- ⓪ EASEMENT REFERENCE NUMBER (SEE SHEET 3)

NOTES

- 1 SEE SHEET 2 FOR REFERENCES
- 2 SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
- 3 SEE SHEET 3 FOR LINE AND CURVE TABLES
- ⓪ EASEMENT REFERENCE NUMBER (SEE SHEET 3)



TRACT 4069
RIVER ISLANDS - STAGE 2B
VILLAGE 002

A PORTION OF RANCHO EL PESCADERO, BRONS
A SUBDIVISION OF PARCELS 2, 3 AND 4 OF TRACT 4068 (43 MAP 162)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2021



TRACT 4071
PARCEL 2

HILGARD DRIVE

RABBIT HOLLOW DRIVE

22	23	24	25	26	27	28	29	30
----	----	----	----	----	----	----	----	----

SEE SHEET 6

SEE SHEET 6

SEE SHEET 6

SEE SHEET 6

SEE SHEET 6

SEE SHEET 6

SEE SHEET 6

SEE SHEET 6

SEE SHEET 6

SEE SHEET 6

SEE SHEET 6

SEE SHEET 6

SEE SHEET 6

SEE SHEET 6

SEE SHEET 6

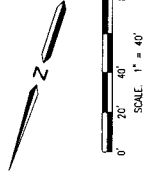
SEE SHEET 6

SEE SHEET 6

TRACT 4069 RIVER ISLANDS - STAGE 2B VILLAGE 002

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 2, 3 AND 4 OF TRACT 4068 (43 MAP 162)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2021



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.
- ① EASEMENT REFERENCE NUMBER (SEE SHEET 3)

MONUMENTATION NOTES

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ FOUND MONUMENT PER TRACT 4032 (R1)
- ⊙ FOUND MONUMENT PER TRACT 4055 (P2)
- ⊙ FOUND MONUMENT PER TRACT 4068 (R4)
- FOUND 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788" PER (R1) AND (R2)
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788" (R1)
- SET 3/4" 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 SIDEWALK 1.00' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS
- ① EASEMENT REFERENCE NUMBER (SEE SHEET 3)

TRACT 4069 RIVER ISLANDS - STAGE 2B VILLAGE 002

A PORTION OF RANCHO EL PESCAERO, BEING
A SUBDIVISION OF PARCELS 2, 3 AND 4 OF TRACT 4688 (43 MAP 162)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2021



LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 7 THROUGH 12 ONLY

LINE	DIRECTION	LENGTH
L1	N65°16'03"W	36.91'
L2	N18°24'32"E	29.46'
L3	N89°04'28"W	40.57'
L4	N21°46'40"E	38.60'
L5	N72°18'53"E	43.07'
L6	N62°41'07"W	35.36'
L7	N27°18'53"E	35.36'
L8	N62°41'07"W	35.36'
L9	N37°00'55"W	30.32'
L10	N89°27'32"E	49.25'
L11	N84°13'36"W	27.37'
L12	N62°41'07"W	35.36'
L13	N72°18'53"E	35.36'
L14	N20°50'17"W	36.86'
L15	S20°13'48"E	19.11'
L16	S20°13'48"E	25.94'
L17	N73°52'07"E	19.73'
L18	N1°16'14"E	42.61'
L19	N2°46'35"W	30.69'
L20	N3°44'49"W	71.95'
L21	N63°12'07"E	20.00'
L22	N17°41'07"W	20.00'

CURVE	RADIUS	DELTA	LENGTH
C1	55.00	90°00'00"	86.39'
C2	485.00	5°09'52"	43.72'
C3	270.00	17°09'44"	80.87'
C4	300.00	6°47'20"	35.55'
C5	270.00	11°04'25"	52.16'
C6	17.00	61°03'47"	18.12'
C7	270.00	11°19'05"	5.66'
C8	17.00	13°36'32"	4.04'
C9	17.00	52°37'34"	15.61'
C10	330.00	5°23'15"	31.03'
C11	330.00	7°52'45"	45.38'
C12	330.00	9°25'03"	54.24'
C13	330.00	8°05'03"	46.85'
C14	330.00	6°29'41"	37.41'
C15	50.00	45°16'03"	39.90'
C16	50.00	91°31'23"	78.87'
C17	50.00	54°04'28"	47.19'
C18	50.00	47°37'02"	41.55'
C19	270.00	10°20'45"	48.75'
C20	270.00	15°10'58"	71.55'

CURVE	RADIUS	DELTA	LENGTH
C21	270.00	14°24'16"	67.88'
C22	485.00	9°34'37"	81.07'
C23	485.00	9°01'45"	76.44'
C24	330.00	5°46'55"	33.33'
C25	330.00	7°49'09"	45.03'
C26	330.00	7°49'09"	45.03'
C27	330.00	3°48'34"	21.94'
C28	50.00	59°05'48"	51.57'
C29	50.00	57°10'14"	48.89'
C30	50.00	92°03'58"	80.31'
C31	50.00	21°46'48"	19.01'
C32	485.00	7°11'07"	60.82'
C33	485.00	10°37'50"	89.99'
C34	270.00	35°18'18"	18.17'
C35	270.00	7°33'08"	34.02'
C36	1965.00	0°15'02"	8.59'
C37	3103.00	2°02'54"	110.93'
C38	3103.00	1°38'47"	89.16'
C39	50.00	55°27'04"	5.19'
C40	50.00	7°11'16"	6.27'

CURVE	RADIUS	DELTA	LENGTH
C41	50.00	75°32'33"	6.89'
C42	50.00	81°55'55"	7.21'
C43	50.00	6°22'04"	5.56'
C44	17.00	66°14'06"	19.65'
C45	3103.00	11°52'22"	71.65'
C46	485.00	45°11'15"	41.09'

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4069 Village "OO"

EXHIBIT "B"

TRACT 4069 VILLAGE "OO" AREA

LAKE 13



VILLAGE NN-1

VILLAGE NN-2

VILLAGE EE-2

VILLAGE OO

VILLAGE DD

SCHOOL

VILLAGE Z

EXHIBIT "B"
VILLAGE OO
VICINITY MAP

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)
06/25/2021

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 INSURER B: Navigators Specialty Insurance Company INSURER C: Homesite Insurance Company INSURER D: INSURER E: INSURER F:	NAIC # 12537 36056 17221
INSURED River Islands Stage 2B, LLC 73 W Stewart Rd Lathrop, CA 95330		


COVERAGES **CERTIFICATE NUMBER:** W21372166 **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:		Y	ATN217764P	03/19/2021	03/19/2024	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 - COMP/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) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			LA21FXSZ07W8RIC	03/19/2021	03/19/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 Prods/Comp Ops \$ 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		Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
C	Excess Liability			CPX-7558052-00	03/19/2021	03/19/2024	Each Occurrence \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Tract 4069, (OO #2)

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.

CERTIFICATE HOLDER City of Lathrop 390 Towne Centre Drive Lathrop, CA 95330	CANCELLATION 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 
---	--

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Insurance Services West, Inc.		NAMED INSURED River Islands Stage 2B, 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

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.

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.

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.

United Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 051 00 (02/20)

PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** of the **COMMERCIAL GENERAL LIABILITY COVERAGE PART**, and supersedes any provision to the contrary:

Primary and Non-Contributory Insurance

Any coverage provided to an Additional Insured under this policy shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless:

- a. (1) The Additional Insured is a Named Insured under such other insurance;
and
 - (2) A fully written contract fully executed prior to the Named Insured's commencement of work for such Additional Insured for the specific project that is the subject of the claim, "suit," or "occurrence" expressly requires that this insurance:
 - (i) apply on a primary and non-contributory basis;
and
 - (ii) would not seek contribution from any other insurance available to the additional insured.
- or
- b. Prior to a loss, you request in writing and we agree in writing that this insurance shall apply on a primary and non-contributory basis.

Name Of Person(s) Or Organization(s)
As Required By Written Contract, Fully Executed Prior To The Named Insured's Work.

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

Policy: ATN217764P

UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 064 00 (01/15)

THIRD PARTY CANCELLATION NOTICE ENDORSEMENT

This endorsement modifies the 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

Name and Address of Other Person/Organization

City of Lathrop, its officers, City Council,
boards and commissions and members thereof,
its employees and agents
390 Towne Centre Drive
Lathrop, CA 95330

Number of Days Notice

30

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4069 Village "OO"

EXHIBIT "D"

**UNFINISHED IMPROVEMENT COST ESTIMATE
AND VILLAGE "OO" – FULL IMPROVEMENT COST**

ENGINEER'S BOND ESTIMATE
COST TO COMPLETE
RIVER ISLANDS - Stage 2B
VILLAGE OO (89 LOTS)
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

January 6, 2021
 Job No.: 25503-55

Item	Description	Quantity	Unit	Unit Price	Amount
1	Sanitary Sewer Raising Iron & Setting SSCO boxes <i>(0% Completion)</i>	1	LS	\$ 43,000.00	\$ 43,000.00
2	Storm Drain Raising Iron <i>(0% Completion)</i>	1	LS	\$ 3,200.00	\$ 3,200.00
3	Domestic Water Raising Iron & Setting Water Boxes <i>(0% Completion)</i>	1	LS	\$ 49,700.00	\$ 49,700.00
4	Joint Trench <i>(80% Completion)</i>	1	LS	\$ 100,300.00	\$ 100,300.00
5	Striping & Mounments <i>(0% Completion)</i>	1	LS	\$ 20,000.00	\$ 20,000.00
TOTAL COST TO COMPLETE					\$ 216,200.00

Notes:

- 1) Estimate for cost to complete based on contractor's note for Village OO dated 01/06/2021



OPINION OF PROBABLE COST

River Islands Parkway - Village "OO"

Lathrop, CA

100% Submittal

1/7/2021

ITEM DESCRIPTION	UNIT	QUANT.	UNIT COST	AMOUNT
A. Site Preparation				
1 Site Grading (Fine)	SF	6,017	\$0.50	\$3,008.50
SUB-TOTAL				\$3,008.50
B. Flatwork / Surfacing / Walls				
1 12" Concrete Mow Curb	LF	75	\$12.00	\$900.00
SUB-TOTAL				\$900.00
C. Planting				
1 1 Gallon Shrubs	EA	474	\$8.25	\$3,910.50
2 15 Gallon Trees	EA	15	\$120.00	\$1,800.00
3 Soil Conditioning & Amendments	SF	6,017	\$0.30	\$1,805.10
4 Bark	SF	6,017	\$0.25	\$1,504.25
5 Root Barrier	LF	300	\$6.00	\$1,800.00
SUB-TOTAL				\$10,819.85
D. Irrigation Controls & Distribution				
1 Root Watering System	EA	30		
2 Pipe Transition Point	EA	9		
3 Flush Valve	EA	18		
4 Operation Indicator	EA	18		
5 Dripline	LF	4,581		
6 1" Valves/Filter, Boxes & Decoders	EA	5		
7 Quick Coupler Valve	EA	2		
8 Ball Valve	EA	9		
9 3/4" Lateral Line	LF	1,036		
10 1" Lateral Line	LF	81		
11 2" Mainline	LF	417		
12 Dripline Header	LF	45		
13 Pipe Sleeve	LF	264		
14 1" Conduit for Control Wires	LF	374		
15 Irrigation Sub-Total	SF	6,017	\$2.02	\$12,154.34
SUB-TOTAL				\$12,154.34
TOTAL				\$26,882.69
10% Contingency				\$2,688.27
Construction Total				\$29,570.96

Original Budget (2018-06-22)	
\$34,976	
Red=over budget / Green=under budget	
Village OO (A1412):	\$8,800.00
Village OO (A142):	\$4,640.00
Village OO (Pkwy Strips):	\$21,536.00

\$5,405

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

DRAFT ENGINEER'S OPINION OF PROBABLE COST
RIVER ISLANDS - Stage 2B
VILLAGE OO (89 UNITS)
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

October 31, 2018
 Job No.: 25503-55

Item	Description	Quantity	Unit	Unit Price	Amount
<u>STREET WORK</u>					
1	Fine Grading	267,800	SF	\$ 0.45	\$ 120,510.00
2	3" AC Paving	53,200	SF	\$ 1.50	\$ 79,800.00
3	4.5" AC Paving	97,000	SF	\$ 2.25	\$ 218,250.00
4	6" Aggregate Base	37,700	SF	\$ 0.90	\$ 33,930.00
5	7" Aggregate Base	15,500	SF	\$ 1.05	\$ 16,275.00
6	8" Aggregate Base	97,000	SF	\$ 1.20	\$ 116,400.00
7	Vertical Curb and Gutter <i>(with AB cushion)</i>	3,500	LF	\$ 15.00	\$ 52,500.00
8	Roll Curb and Gutter <i>(with AB cushion)</i>	4,700	LF	\$ 15.00	\$ 70,500.00
9	Concrete Sidewalk	46,300	SF	\$ 5.00	\$ 231,500.00
10	Driveway Approach	89	EA	\$ 600.00	\$ 53,400.00
11	Handicap Ramps	18	EA	\$ 2,500.00	\$ 45,000.00
12	Survey Monuments	15	EA	\$ 300.00	\$ 4,500.00
13	Traffic Striping & Signage	4,100	LF	\$ 5.00	\$ 20,500.00
Subtotal Street Work					\$ 1,063,065.00
<u>STORM DRAIN</u>					
14	Catch Basins <i>(type A inlet over type I manhole base)</i>	14	EA	\$ 2,800.00	\$ 39,200.00
15	Catch Basins <i>(type A inlet over type II manhole base)</i>	1	EA	\$ 5,000.00	\$ 5,000.00
16	15" Storm Drain Pipe	760	LF	\$ 34.00	\$ 25,840.00
17	18" Storm Drain Pipe	620	LF	\$ 46.00	\$ 28,520.00
18	30" Storm Drain Pipe	300	LF	\$ 80.00	\$ 24,000.00
19	36" Storm Drain Pipe	430	LF	\$ 95.00	\$ 40,850.00
20	Manholes <i>(type I)</i>	1	EA	\$ 3,000.00	\$ 3,000.00
21	Manholes <i>(type II)</i>	3	EA	\$ 5,000.00	\$ 15,000.00
22	Connect To Existing	6	EA	\$ 1,700.00	\$ 10,200.00
Subtotal Storm Drain					\$ 191,610.00
<u>SANITARY SEWER</u>					
23	8" Sanitary Sewer Pipe	3,130	LF	\$ 28.00	\$ 87,640.00
24	Sewer Service	89	EA	\$ 600.00	\$ 53,400.00
25	Manholes	13	EA	\$ 4,000.00	\$ 52,000.00
26	Connect To Existing	4	EA	\$ 3,000.00	\$ 12,000.00
Subtotal Sanitary Sewer					\$ 205,040.00

Item	Description	Quantity	Unit	Unit Price	Amount
<u>WATER SUPPLY</u>					
27	8" Water Line (including all appurtenances)	3,260	LF	\$ 32.00	\$ 104,320.00
28	8" GV	18	EA	\$ 1,550.00	\$ 27,900.00
29	10" Water Line (including all appurtenances)	970	LF	\$ 40.00	\$ 38,800.00
30	10" GV	6	EA	\$ 2,500.00	\$ 15,000.00
31	ARV	4		\$ 2,500.00	\$ 10,000.00
32	BOV	5		\$ 4,000.00	\$ 20,000.00
33	Water Services	89	EA	\$ 2,000.00	\$ 178,000.00
34	Fire Hydrants	8	EA	\$ 4,000.00	\$ 32,000.00
35	Connect To Existing	8	EA	\$ 4,000.00	\$ 32,000.00
Subtotal Water Supply					\$ 458,020.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 1,918,000.00
COST PER LOT					\$ 21,550.00

Notes:

- 1) This estimate does not include surveying, engineering, clearing, grading, erosion control, dry utilities, landscaping, irrigation, or street trees.
- 2) Unit prices are based on estimated current construction costs and no provision for inflation is included.

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAPS
(RIVER ISLANDS AT LATHROP)**

September 13, 2021

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 4069; Escrow No. 1214021990

Dear Lori:

This letter constitutes the joint escrow instructions ("**Escrow Instructions**") of River Islands Stage 2B, LLC, a Delaware limited liability company ("**RIS2B**") 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 RIS2B 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 30, 2021, at the time designated in writing by RIS2B, subject to satisfaction of the conditions set forth below (each a "**Closing**"). If the Final Map has not been recorded by June 30, 2022, 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 and RIS2B for recordation in the Official Records of San Joaquin County, California ("**Official Records**").

B.1. One original Final Map for Tract 4069, executed and acknowledged by the City (provided to title by City).

B.2. One original Common Use Agreement with Island Reclamation District No. 2062 for portions of Tribune Court and Merrick Court, including Offer of Dedication for Public Utility Easements (provided to title by City).

The document listed in Items B.1 and B.2 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.

C. Funds and Settlement Statement

You also have received, or will receive from RIS2B, 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 RIS2B and City ("**Settlement Statement**"): recordation costs, escrow fees and other

JOINT ESCROW INSTRUCTIONS RECORDATION OF FINAL MAPS (RIVER ISLANDS AT LATHROP)

amounts as set forth in the Settlement Statement. Such costs, fees and other amounts are the sole responsibility of RIS2B.

- 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 **\$27,655.68**, 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 **\$3,328.00** multiplied by **8.31** 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) Brad Taylor (btaylor@ci.lathrop.ca.us); (d) Salvador Navarrete (snavarrete@ci.lathrop.ca.us); (e) Glenn Gebhardt (ggebhardt@ci.lathrop.ca.us), (f) Sandra Lewis (slewis@ci.lathrop.ca.us), and have confirmation (by telephone or email) from Susan Dell'Osso and Glenn Gebhardt or Brad Taylor 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.

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;

**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 RIS2B 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 2B, LLC
73 W. Stewart Road
Lathrop, CA 95330
Attn: Susan Dell'Osso

E.5. Notify Susan Dell'Osso (sdelloso@riverslands.com), Debbie Belmar (dbelmar@riverislands.com), Glenn Gebhardt (ggebhardt@ci.lathrop.ca.us), Brad Taylor (btaylor@ci.lathrop.ca.us), Sandra Lewis (slewis@ci.lathrop.ca.us), Teresa Vargas (tvargas@ci.lathrop.ca.us), Sarah Pimentel (spimentel@ci.lathrop.ca.us), and Jose Molina (JMolina@sigov.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 2B, LLC, 73 W. Stewart Road, Lathrop, CA 95330; and (2) Mr. Glenn Gebhardt, City Engineer, 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.

The Escrow Instructions may be modified only in a writing signed by both of the undersigned.

Very truly yours,

Stephen J. Salvatore Date
City Manager
City of Lathrop

Susan Dell'Osso Date
President
River Islands Stage 2B, LLC

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAPS
(RIVER ISLANDS AT LATHROP)**

ESCROW INSTRUCTIONS
ACKNOWLEDGEMENT AND AGREEMENT:

Receipt of the foregoing Escrow Instructions from RIS2B 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 RIS2B and the City that the undersigned is authorized to execute this Acknowledgement and Agreement, for itself, and on behalf of ORTC.

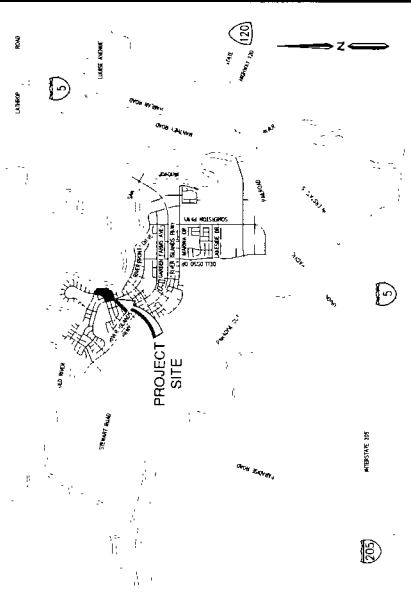
Old Republic Title Company

By: _____
Its: _____
Date: _____

TRACT 4069 RIVER ISLANDS -STAGE 2B VILLAGE OO2

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCELS 2, 3 AND 4 OF TRACT 4068 (43 MAP 162) CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2021



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 HEREN EMBODIED MAP ENTITLED "TRACT 4069 RIVER ISLANDS-STAGE 2B, VILLAGE OO2", 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 _____ DAY OF _____, 2021, AND THAT SAID CITY COUNCIL DID THEREUPON BY RESOLUTION NO. _____, 2021, PASS AND ADOPTED AT SAID MEETING, APPROVE SAID MAP AND THE REINDEMENT OF ACCESS RIGHTS TO LOTS 1, 10, 11, 15, 16, 21, 22, 31, 32, 41, 42, 49, 52 AND 59 ALONG THE LOT LINES AS INDICATED BY THE SYMBOL //, THE DEDICATION OF GROUND WATER RIGHTS, THE DEDICATION OF ALL PUBLIC UTILITY EASEMENTS, AND ACCEPTED THE OFFER OF DEDICATION OF ALL COURTS AS SHOWN ON SAID MAP SUBJECT TO THE IMPROVEMENTS BEING 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 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 _____, 2021 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 LOOKING TO ME THAT HE/SHE/IT/ THEY EXECUTED THE SAME IN HIS/HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/ THEIR SIGNATURE(S) ON THE WITHIN 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 _____

EXEMPT FROM FEE PER GOVERNMENT CODE 27388.1. 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 OR HAVE ANY RECORD TITLE INTEREST OF THE REAL PROPERTY DESCRIBED BELOW AND EXERCISES THE ENTIRE BOUNDARY LINE OF THE HEREN EMBODIED FINAL MAP ENTITLED "TRACT 4069 RIVER ISLANDS-STAGE 2B, VILLAGE OO2", CITY OF LATHROP, CALIFORNIA, CONSISTING OF SEVEN (7) 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 REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES

- 1. TO THE CITY OF LATHROP FOR PUBLIC RIGHT-OF-WAY PURPOSES, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS MERRICK COURT AND TRIBUNE COURT AS SHOWN ON THIS FINAL MAP
2. A NON-EXCLUSIVE EASEMENT TO THE CITY OF LATHROP, 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 REINDEMENT TO THE CITY OF LATHROP ALL ADJUTERS RIGHT OF ACCESS TO LOTS 1, 10, 11, 15, 16, 21, 22, 31, 32, 41, 42, 49, 52 AND 59 ALONG THE LOT LINES AS INDICATED BY THE SYMBOL // AS SHOWN ON THIS FINAL MAP.

TO ENSURE MUNICIPAL WATER SERVICES TO ALL LOTS SHOWN UPON THIS MAP, ALL GROUND WATER RIGHTS THAT THE UNDERSIGNED MAY HAVE WITHIN THE DISTINCTIVE BORDER UPON THIS MAP, HEREBY ARE DEDICATED TO THE CITY OF LATHROP.

THE UNDERSIGNED DOES HEREBY RESERVE PARCELS A, B AND C AS SHOWN ON THIS MAP. SAID PARCELS ARE NOT DEDICATED HEREON, BUT WILL BE CONVEYED TO ISLAND RECLAMATION DISTRICT NO. 2062 BY SEPARATE DOCUMENT SUBJECT TO THE FILING OF THIS FINAL MAP.

OWNERS RIVER ISLANDS STAGE 2B, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY _____ DATE _____ ITS _____ PRESIDENT

DATED THIS _____ DAY OF _____, 2021

OLD REPUBLIC TITLE COMPANY, AS TRUSTEE, UNDER THE DEED OF TRUST RECORDED DECEMBER 23, 2016 AS DOCUMENT NUMBER 2016-160986, 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

BY _____ ITS _____

ACKNOWLEDGEMENT CERTIFICATE (OWNER'S)

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 _____, 2021 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 LOOKING TO ME THAT HE/SHE/IT/ THEY EXECUTED THE SAME IN HIS/HER/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/ THEIR SIGNATURE(S) ON THE WITHIN 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 _____

SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

THIS MAP CONFORMS TO TENTATIVE MAP NO. 3694 APPROVED BY THE PLANNING COMMISSION DATED THIS _____ DAY OF _____, 2021.

MARK WESSNER, COMMUNITY DEVELOPMENT DIRECTOR CITY OF LATHROP

CITY ENGINEER'S STATEMENT

I, GLENN CEBARDO, HEREBY STATE THAT I, AS THE CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA, AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4069 RIVER ISLANDS-STAGE 2B, VILLAGE OO2" CITY OF LATHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP NO. 3694, 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 THE TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2021

GLENN CEBARDO, P.E., V.A.S.H. CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA



RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2021, AT _____ M IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____ AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY FEE \$ _____

STEVE BESTOLARIDES COUNTY CLERK SAN JOAQUIN COUNTY, CALIFORNIA BY _____ ASSISTANT/DEPUTY RECORDER

TRACT 4069 RIVER ISLANDS - STAGE 2B VILLAGE 002

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 2, 3 AND 4 OF TRACT 4068 (43 MAP 162)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2021



CITY SURVEYORS STATEMENT

DARRYL A. ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4069, RIVER ISLANDS - STAGE 2B, VILLAGE 002," CITY OF LATHROP, CALIFORNIA, AND I AM SATISFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2021

DARRYL A. ALEXANDER, P.L.S. NO. 5071
ACTING CITY SURVEYOR



SURVEYORS 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, 2020. I HEREBY STATE ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET AT POSITIONS BEFORE DECEMBER 31, 2023, AND THAT THE MONUMENTS ARE, OR THAT THEY WILL BE, SUFFICIENT TO IDENTIFY THE CORNERS OF THE MAP, THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED AMENDED VESTING TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2021

DIYAN CRAWFORD, P.L.S. NO. 7786



RECITALS

- RIGHT TO FARM STATEMENT
PER CITY OF LATHROP MUNICIPAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15-49.04, 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 OPERATIONS THAT MAY BE CAUSING OR ARISING FROM THE CARPUL AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTICIDES AND FROM OTHER OPERATIONS INCLUDING SPRINKLING, HARVESTING, BURNING OF AGRICULTURAL WASTE PRODUCTS, PROTECTION OF CROPS AND ANIMALS FROM DEPRECIATION, AND OTHER ACTIVITIES WHICH MAY GENERATE DUST, SMOKE, NOISE, ODDS AND RISKS AND PESTS BE AWARE ALSO, THAT THIS PROPERTY MAY BE LOCATED ADJACENT TO AGRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION. CONSEQUENTLY, DEFENDING ON THE LOCATION OF YOUR PROPERTY, IT MAY BE NECESSARY THAT YOU BE PREPARED TO ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL AND NECESSARY TO THE OPERATION OF AN AGRICULTURALLY ACTIVE REGION.
- NECESSARY REPORT OF LIVING IN AN AGRICULTURALLY ACTIVE REGION PHASE 1, LATHROP, CALIFORNIA, PROJECT REFERENCED AS PROJECT NO. 2014-001-01 AND DATED 11/28/2014, HAS BEEN FILED WITH THE CITY OF LATHROP BY ENCO, INCORPORATED, JOSEF J. TOOLE, G.E. NO. 2677, AND IS ON FILE WITH THE CITY OF LATHROP.
- TRACT 4069, RIVER ISLANDS-STAGE 2B, VILLAGE 002, CONTAINS 59 RESIDENTIAL LOTS CONTAINING 823 ACRES, MORE OR LESS, INCLUDING ROADWAYS THAT ARE BEING DEDICATED BY THIS FINAL MAP, AND PARCELS A, B AND C CONTAINING 0.09 ACRES, MORE OR LESS AS SHOWN ON THIS FINAL MAP (PLEASE REFER TO THE AREA TABLE BELOW)

TRACT 4069 AREA SUMMARY	
LOTS 1 THROUGH 59	7.367 AC.
STREET DEDICATION	0.865 AC.
PARCELS A, B AND C	0.076 AC.
TOTAL	8.31 AC.

- BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, DROEP NUMBER 1214021990-LR, DATED JUNE 21, 2021, PROVIDED BY OLD REPUBLIC TITLE COMPANY

REFERENCES

- TRACT 4032, RIVER ISLANDS-STAGE 2B, LARGE LOT FINAL MAP, FILED OCTOBER 8, 2020, IN BOOK 43 OF MAPS AND PLATS, PAGE 142, S.J.C.R. (43 MAP 142)
- TRACT 4055, RIVER ISLANDS-STAGE 2B, VILLAGE DD1, FILED JANUARY 28, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 156, S.J.C.R. (43 MAP 156)
- TRACT 4063, RIVER ISLANDS-STAGE 2B, VILLAGE EE, FILED FEBRUARY 17, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 160, S.J.C.R. (43 MAP 160)
- TRACT 4068, RIVER ISLANDS-STAGE 2B, VILLAGE DD1, FILED MARCH 3, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 162, S.J.C.R. (43 MAP 162)
- TRACT 4071, RIVER ISLANDS-STAGE 2B, VILLAGE NN1, FILED MAY 4, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 166, S.J.C.R. (43 MAP 166)

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66426 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:

- RECLAIMED ISLAND LAND COMPANY (RESERVATION FOR OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET PER DOCUMENT NUMBER 2062 PER DOCUMENT NUMBER 2019-060095, S.J.C.R.)
- LEEVEE EASEMENT IN FAVOR OF RECLAMATION DISTRICT 2062 PER DOCUMENT NUMBER 2019-060095, S.J.C.R.

LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEET 3 ONLY

LINE	DIRECTION	LENGTH
L13	N344.49°W	105.24'
L14	N2746.35°W	30.69'
L15	N158.58°W	102.89'
L16	N314.00°W	123.29'
L17	N943.38°W	27.37'
L18	N0700.00°E	148.06'
L19	N7619.41°W	87.25'
L20	N6511.09°W	59.75'
L21	N6028.13°W	107.76'
L22	N7352.07°E	19.73'
L23	N7218.53°E	98.07'
L24	N6114.28°E	108.32'

LINE	DIRECTION	LENGTH
L1	N6516.03°W	38.91'
L2	N2718.53°E	35.36'
L3	N6274.07°W	35.36'
L4	N7218.53°E	74.09'
L5	N8904.28°W	40.57'
L6	N07146.40°E	38.60'
L7	N6114.28°E	56.63'
L8	N7218.53°E	43.07'
L9	N6274.07°W	35.36'
L10	N1874.52°E	29.46'
L11	N17614.1°E	42.61'
L12	N3444.49°W	139.09'

CURVE	CURVE TABLE		
	RADIUS	DELTA	LENGTH
C1	55.00	90°00'00"	86.39'
C2	485.00	509°52'	43.72'
C3	270.00	1709°44'	80.87'
C4	270.00	11°04'25"	52.18'
C5	485.00	17°48'56"	150.81'
C6	3103.00	2°02'54"	110.93'
C7	50.00	91°31'23"	79.87'
C8	3103.00	138°47'	89.16'
C9	50.00	92°01'58"	80.31'
C10	50.00	67°20'3"	5.56'

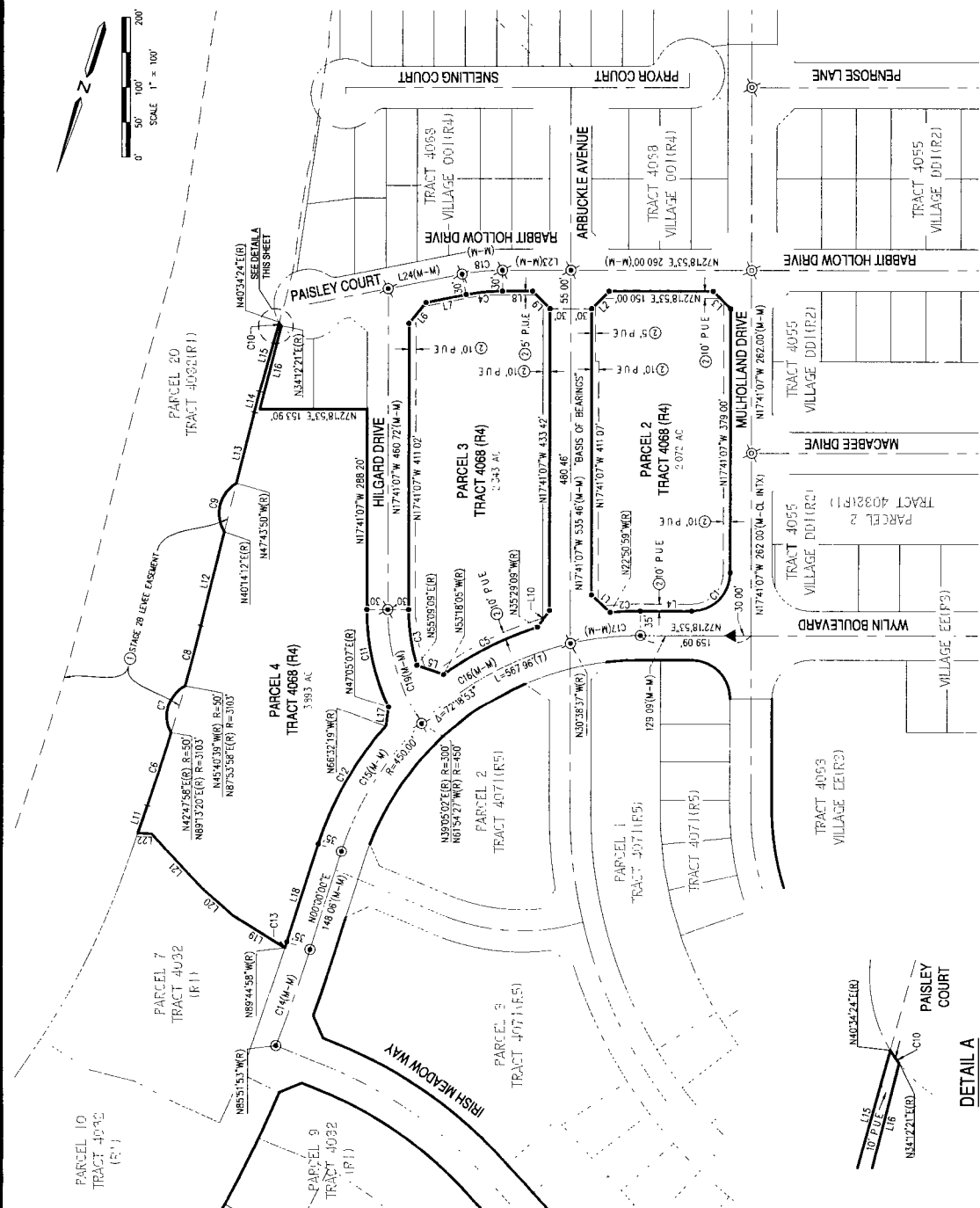
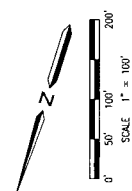
CURVE	CURVE TABLE		
	RADIUS	DELTA	LENGTH
C11	330.00	29°34'48"	145.31'
C12	485.00	232°742"	198.60'
C13	1985.00	0°15'02"	8.59'
C14	2000.00	4°08'07"	144.35'
C15	450.00	28°05'33"	220.64'
C16	450.00	3°15'56"	245.55'
C17	450.00	1°25'20"	101.77'
C18	300.00	1°10'25"	57.98'
C19	300.00	33°03'51"	174.00'

TRACT 4069 RIVER ISLANDS - STAGE 2B VILLAGE 002

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 2, 3 AND 4 OF TRACT 4088 (43 MAP 162)
CITY OF LAHROP, SAN JOAQUIN COUNTY, CALIFORNIA



AUGUST 2021



LEGEND

- (1) SET STANDARD CITY OF LAHROP MONUMENT WELL STAMPED "PLS 7788"
- (2) FOUND MONUMENT PER (R1)
- (3) FOUND MONUMENT PER TRACT 4055 (R2)
- (4) FOUND MONUMENT PER TRACT 4068 (R4)
- (5) FOUND 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788" PER (R1) AND (R2)
- (6) FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788" (R1)
- (7) SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- 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 BOUNDARY
- MONUMENT TO MONUMENT
- MONUMENT TO CENTERLINE INTERSECTION
- RADIAL BEARING
- BOUNDARY
- DOCUMENT NUMBER
- PUBLIC UTILITY EASEMENT
- P.U.E.
- L1/C1/R1
- (1)

NOTES

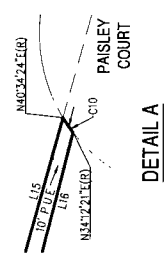
1. SEE SHEET 2 FOR REFERENCES AND LINE AND CURVE TABLES

BASIS OF BEARINGS

THE BEARINGS OF NORTH 174°10'7" WEST BETWEEN FOUND MONUMENTS ALONG ARBUCKLE AVENUE AS SHOWN ON TRACT 4068, FILED MARCH 3, 2021, IN BOOK 43 OF MAPS AND PLATS, AT PAGE 162, 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.

EASEMENTS

- (1) STAGE 2B LEVEL EASEMENT IN FAVOR OF ISLAND RECLAMATION DISTRICT 2062 PER DN 2018-060095, S.J.C.R.
- (2) PUBLIC UTILITY EASEMENT PER TRACT 4068, FILED MARCH 3, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 162, S.J.C.R. (43 MAP 162)

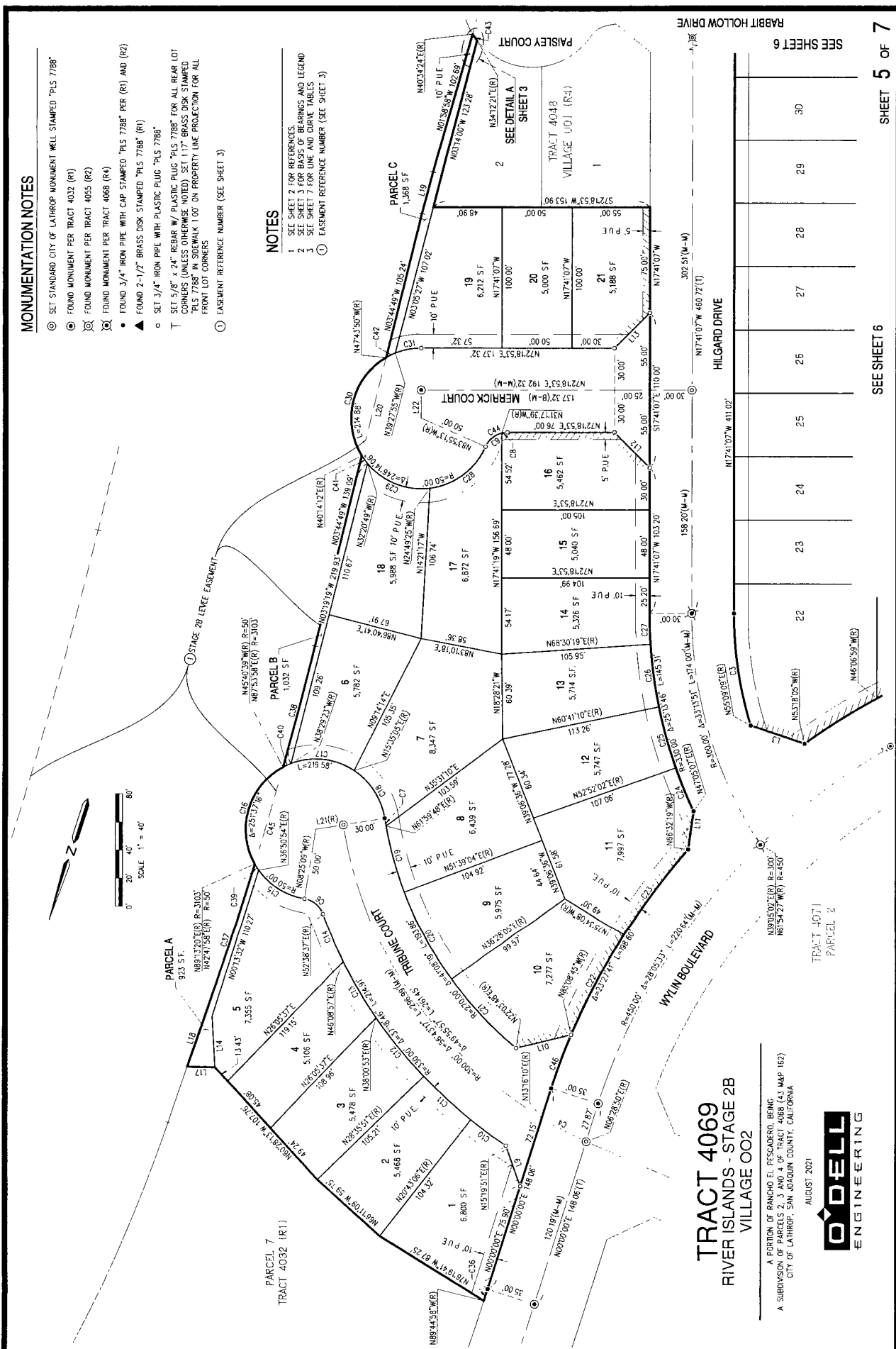


MONUMENTATION NOTES

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ FOUND MONUMENT PER TRACT 4032 (R1)
- ⊙ FOUND MONUMENT PER TRACT 4035 (R2)
- ⊙ FOUND MONUMENT PER TRACT 4066 (R4)
- FOUND 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788" PER (R1) AND (R2)
- FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788" (R1)
- SET 3/4" 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 SIDEWALK 1.00' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS
- Ⓢ EASEMENT REFERENCE NUMBER (SEE SHEET 3)

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
- Ⓢ EASEMENT REFERENCE NUMBER (SEE SHEET 3)



TRACT 4069
RIVER ISLANDS - STAGE 2B
VILLAGE 002

A PORTION OF RANCHO EL PESCADERO, BEING
 A SUBDIVISION OF PARCELS 2, 3 AND 4 OF TRACT 4688 (41 MAP 162)
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

AUGUST 2021



TRACT 4071
 PARCEL 2

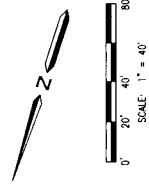
SEE SHEET 6	30
29	28
27	26
25	24
23	22

SEE SHEET 6

SEE SHEET 5 OF 7

TRACT 4069 RIVER ISLANDS - STAGE 2B VILLAGE 002

A PORTION OF RANCHO EL PESADERO, BEING A SUBDIVISION OF TRACT 4069 (41 MAP 162) CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2021

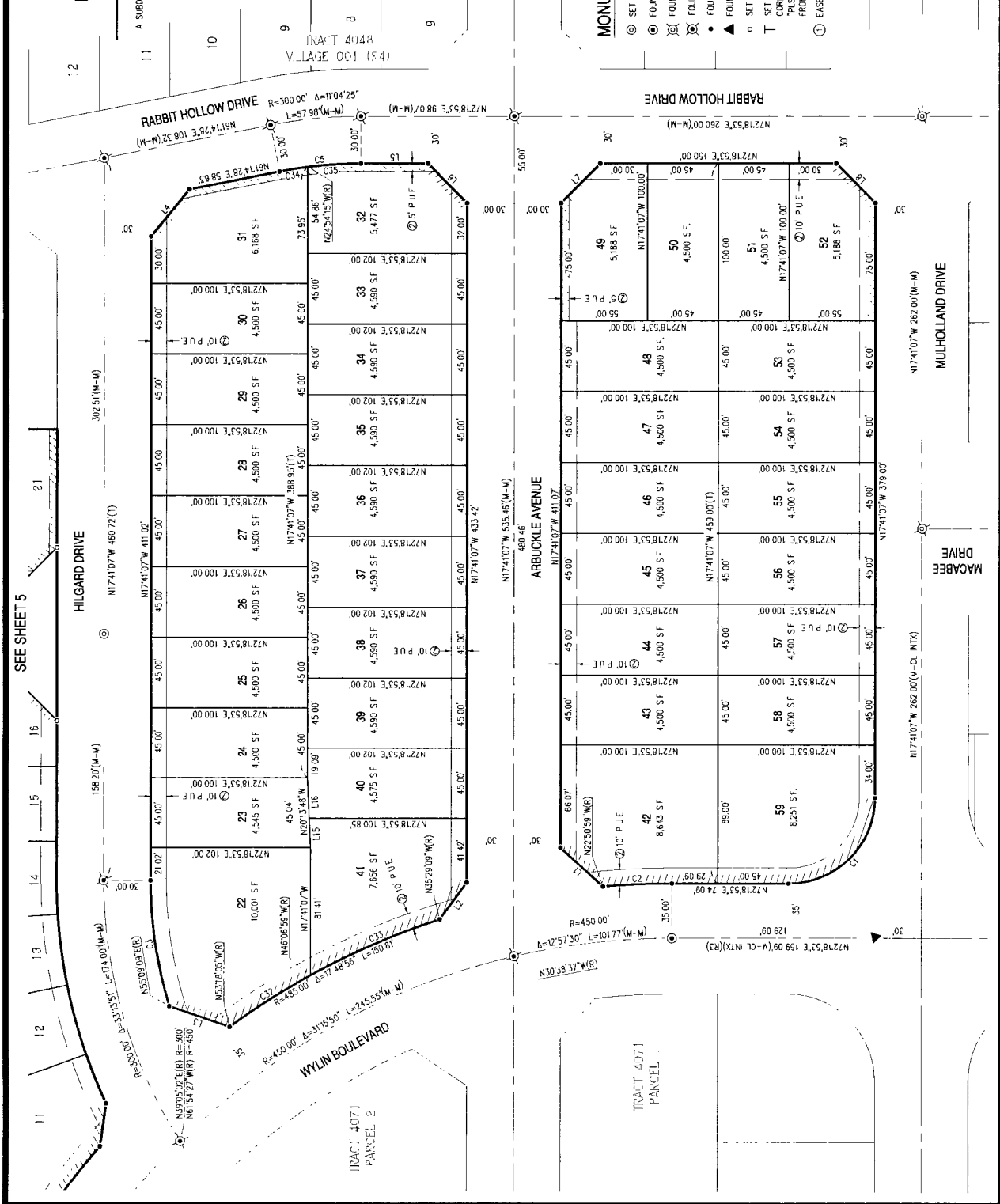


NOTES

- SEE SHEET 2 FOR REFERENCES
- SEE SHEET 2 FOR BRASS DISK BEARINGS AND LEGEND
- SEE SHEET 2 FOR MONUMENTS AND BRASS MARKERS
- EASEMENT REFERENCE NUMBER (SEE SHEET 3)

MONUMENTATION NOTES

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ FOUND MONUMENT PER TRACT 4032 (R1)
- ⊙ FOUND MONUMENT PER TRACT 4055 (R2)
- ⊙ FOUND MONUMENT PER TRACT 4068 (R4)
- FOUND 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788" PER (R1) AND (R2)
- ▲ SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" (R1)
- SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- 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
- ⓪ EASEMENT REFERENCE NUMBER (SEE SHEET 3)



TRACT 4069 RIVER ISLANDS - STAGE 2B VILLAGE 002

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 27, 3 AND 4 OF TRACT 4069 (43 MAP 162)
CITY OF LATHROP, SAN JORDAN COUNTY, CALIFORNIA

AUGUST 2021



LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 7 THROUGH 12 ONLY

LINE	DIRECTION	LENGTH
L1	N65°16'03"W	36.91'
L2	N48°24'52"E	29.46'
L3	N88°04'28"W	40.57'
L4	N21°46'40"E	38.80'
L5	N72°18'53"E	43.07'
L6	N62°41'07"W	35.86'
L7	N27°18'53"E	35.36'
L8	N62°41'07"W	35.36'
L9	N37°20'05"W	30.32'
L10	N58°27'32"E	40.25'
L11	N8°43'36"W	27.57'
L12	N62°41'07"W	35.36'
L13	N27°18'53"E	35.36'
L14	N20°50'17"W	36.86'
L15	S20°13'48"E	19.11'
L16	S20°13'48"E	25.94'
L17	N73°52'07"E	19.73'
L18	N116°14'E	42.61'
L19	N24°46'55"W	30.69'
L20	N34°44'49"W	71.95'
L21	N63°12'07"E	20.80'
L22	N174°107"W	20.00'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	55.00	90°00'00"	86.39'
C2	485.00	5°09'52"	43.72'
C3	270.00	17°09'44"	80.87'
C4	300.00	6°47'20"	35.55'
C5	270.00	11°04'25"	52.18'
C6	17.00	6°10'47"	18.12'
C7	270.00	11°21'18"	5.68'
C8	17.00	13°36'32"	4.04'
C9	17.00	5°23'34"	15.61'
C10	330.00	5°23'15"	31.03'
C11	330.00	7°52'45"	45.38'
C12	330.00	9°25'03"	54.24'
C13	330.00	8°08'03"	46.85'
C14	330.00	6°29'41"	37.41'
C15	50.00	45°16'03"	39.50'
C16	50.00	91°31'23"	79.87'
C17	50.00	54°04'26"	47.19'
C18	50.00	47°37'02"	41.55'
C19	270.00	10°26'45"	48.75'
C20	270.00	15°10'59"	71.55'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C21	270.00	14°24'16"	67.88'
C22	485.00	9°34'37"	81.07'
C23	485.00	9°01'49"	76.44'
C24	330.00	5°46'55"	33.30'
C25	330.00	7°49'09"	45.03'
C26	330.00	7°49'09"	45.03'
C27	330.00	3°48'34"	21.94'
C28	50.00	59°05'48"	51.57'
C29	50.00	5°10'14"	49.89'
C30	50.00	92°01'58"	80.31'
C31	50.00	21°46'48"	19.01'
C32	485.00	7°11'07"	60.82'
C33	485.00	10°37'52"	88.99'
C34	270.00	3°51'18"	18.17'
C35	270.00	7°13'08"	34.02'
C36	1965.00	0°15'02"	8.59'
C37	3103.00	2°02'54"	110.93'
C38	3103.00	1°36'47"	89.16'
C39	50.00	5°57'04"	5.19'
C40	50.00	7°11'16"	6.27'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C41	50.00	7°53'23"	6.89'
C42	50.00	8°15'55"	7.21'
C43	50.00	6°22'04"	5.56'
C44	17.00	68°14'06"	19.65'
C45	3003.00	1°19'22"	71.65'
C46	485.00	4°51'15"	41.09'

RECORDING REQUESTED BY, AND

WHEN RECORDED MAIL TO:

CITY OF LATHROP
ATTN: CITY CLERK
390 TOWNE CENTRE DRIVE
LATHROP, CA 95330
Exempt from payment of recording fees (GC 27383)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**COMMON USE AGREEMENT
FOR THE STAGE 2B PORTION LEVEE EASEMENTS THAT AFFECT
TRIBUNE COURT AND MERRICK COURT
AND ADJACENT PUBLIC UTILITY EASEMENT
BY AND BETWEEN THE
CITY OF LATHROP
AND
ISLAND RECLAMATION DISTRICT NO. 2062**

This COMMON USE AGREEMENT FOR TRIBUNE COURT AND MERRICK COURT AND ADJACENT PUBLIC UTILITY EASEMENT, associated with Phase 1 of River Islands at Lathrop entered into on **September 13, 2021** ("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 property to be dedicated to City for public right of way purposes known as Tribune Court and Merrick Court, cul-de-sacs within the River Islands at Lathrop Master Planned Community ("River Islands Site"), being developed by River Islands Stage 2B, LLC ("River Islands").
- B. The Agreement also sets for the process and includes a Grant Deed (included herein as Exhibit "B" to this Agreement), that will dedicate public utility easements (PUEs) adjacent to the rights of way of Tribune Court and Merrick Court that extend into the levee easement of the District.
- C. 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").
- D. River Islands has proposed Tract 4069, a final map that will create a single-family subdivision within the Stage 2B sub-planning of the River Islands Site, specifically located within Village OO. Tract 4069 contains Tribune Court and Merrick Court, cul-de-sacs with PUEs that

extend into a portion of the existing Levee Easements ("Village OO Portion of Tribune Court and Merrick Court"), 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 4069 and the dedication of right of way for the Village OO Portion of Tribune Court and Merrick Court, 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 Tribune Court and Merrick Court right of way located within portions of the Levee Easements ("Common Use Area") and allow for the lawful dedication of PUEs necessary for public utility services allowed and regulated by CITY.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, the Parties 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 OO Portion of Tribune Court and Merrick Court 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 OO 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 OO Portion of Tribune Court and Merrick Court 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 OO Portion of Tribune Court and Merrick Court 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 OO

Portion of Tribune Court and Merrick Court 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 is responsible for maintaining the aesthetic, structural integrity, and safety of its pedestrian bridges constructed by District that may transverse City right of way, including the Village OO Portion of Tribune Court and Merrick Court, including, but not limited to the bridge

decks, piers, foundations, railings, abutment walls, and ramps. City shall not be responsible for the inspection, maintenance or repair of any District pedestrian bridges, including safety inspections of the bridge structure, footings, or abutments.

14. 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.

15. District shall, for public purposes, dedicate the PUEs via Grant Deed included and incorporated herein as Exhibit "B" to this Agreement, for Tribune Court and Merrick Court. This Grant Deed shall be recorded concurrently with the recordation of the Tract 4069 final map.

16. To the extent that the City's rights to its rights of way and/or PUEs for Tribune Court and Merrick Court 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.

17. 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.

18. 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

19. 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.

20. This Agreement is governed by California law.

21. This Agreement may not be modified or amended except in writing signed by both parties.

22. 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.

23. 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.

24. 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

By: _____
Stephen Salvatore, City Manager

ISLAND RECLAMATION DISTRICT
NO. 2062 a California reclamation
district

By: _____
Susan Dell'Osso, President

ATTEST:

By: _____
Teresa Vargas, City Clerk

APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY:

By: _____
Salvador V. Navarrete, City Attorney

EXHIBIT "A"
COMMON USE AREA DEPICTION

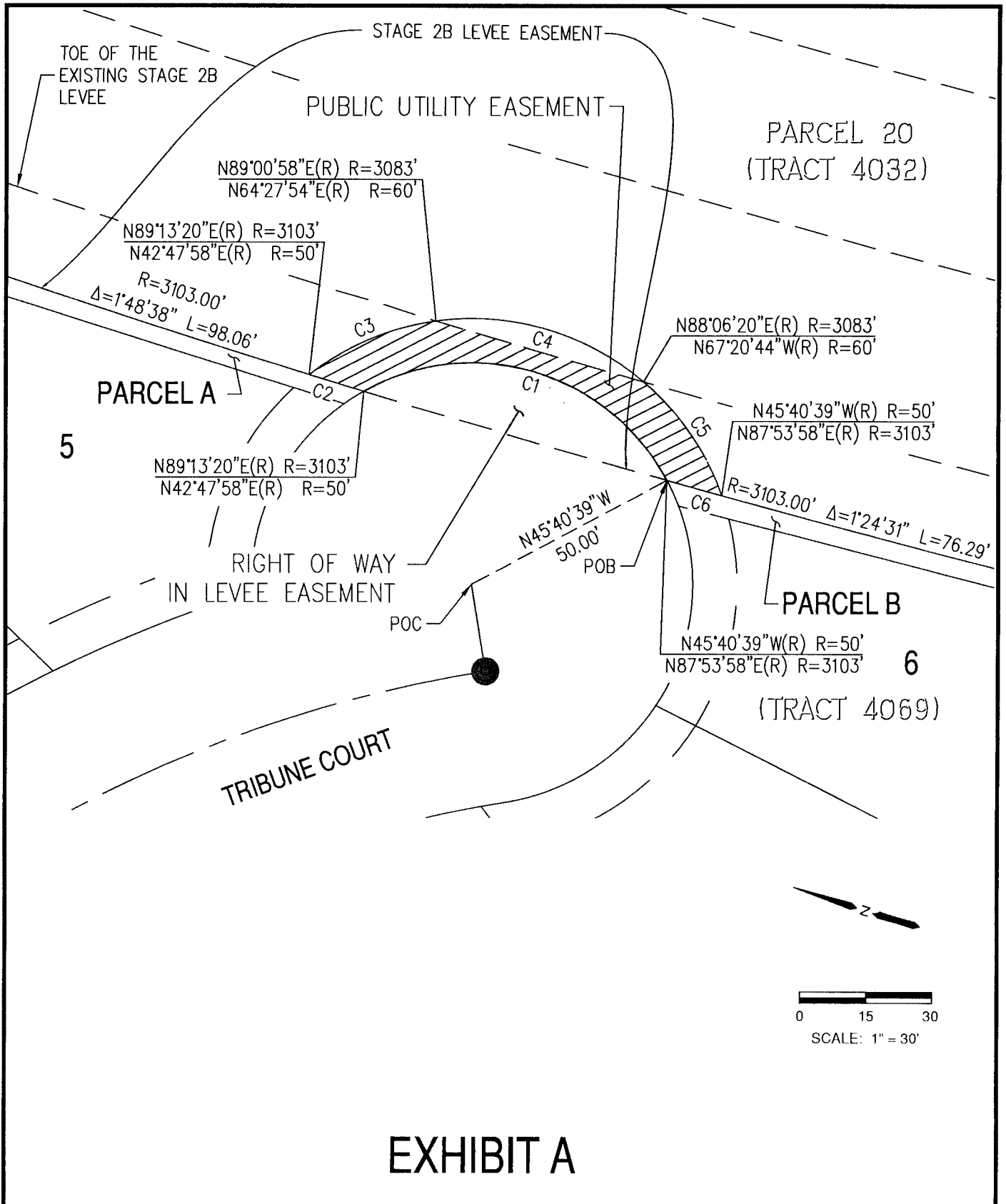


EXHIBIT A



1165 Scenic Drive, Suite A
 Modesto, CA 95350
 odellengineering.com

DESCRIPTION: COMMON USE AGREEMENT

SCALE:	1" = 30'	DATE:	AUG 16, 2021
JOB NO.:	25503		
FILE:	25503-FM-TRACT 4069_CUA.DWG		

1
of
2

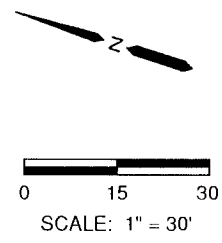
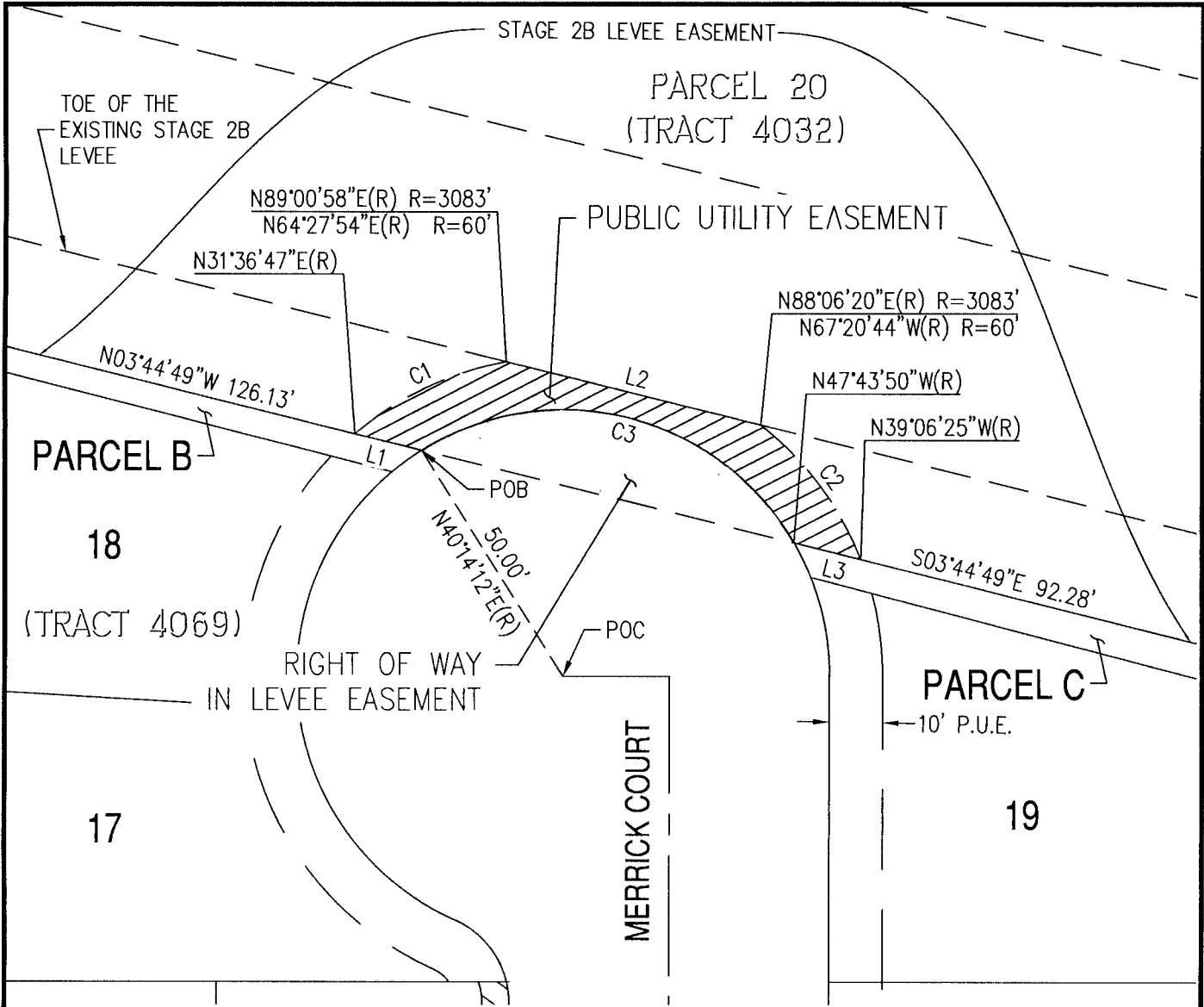


EXHIBIT A



1165 Scenic Drive, Suite A
Modesto, CA 95350
odellengineering.com

DESCRIPTION: COMMON USE AGREEMENT			
SCALE:	1" = 30'	DATE:	AUG 16, 2021
JOB NO.:	25503		
FILE:	25503-FM-TRACT 4069_CUA.DWG		

2
of
2

EXHIBIT "B"
GRANT DEED FOR DEDICATION OF PUBLIC UTILITY EASEMENTS

RECORDING REQUESTED BY, AND

WHEN RECORDED MAIL TO:

CITY OF LATHROP
ATTN: CITY CLERK
390 TOWNE CENTRE DRIVE
LATHROP, CA 95330
Exempt from payment of recording fees (GC 27383)

APN: ____-____-__

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**Offer of Dedication
for Public Utility Easements
(Final Map 4069)**

THIS INSTRUMENT BENEFITS THE CITY ONLY. NO FEE REQUIRED.

THE UNDERSIGNED GRANTOR(S) DECLARE(S): DOCUMENTARY TRANSFER TAX IS \$ _____

- () computed on full value of property conveyed, or
- () computed on full value less liens and encumbrances remaining at time of sale.
- () Unincorporated area (X) City of Lathrop

For a valuable consideration, receipt of which is hereby acknowledged,
RIVER ISLANDS STAGE 2B, LLC, a Delaware limited liability company, "Grantor(s)",

hereby grants to **CITY OF LATHROP**, a California municipal corporation "Grantee",

for public purposes, a non-exclusive public utility easement together with the right to construct, reconstruct, repair and maintain, poles, wires, cables, pipes, and conduits and their appurtenances upon (the "Public Utility Easement") over all that real property situated in the State of California, County of San Joaquin, City of Lathrop and more particularly described as follows:

See attached Exhibit "A"

In witness whereof the undersigned have executed this instrument on September 13, 2021.

Grantor(s):
RIVER ISLANDS STAGE 2B, LLC,
a Delaware limited liability company

By: _____
Susan Dell'Osso, President

(Notary Acknowledgment Required for each Signatory)

EXHIBIT A

LEGAL DESCRIPTION
PUBLIC UTILITY EASEMENTS
PARCEL 20, TRACT 4032 (43 M&P 142)
RIVER ISLANDS-STAGE 2B
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

CERTAIN REAL PROPERTY SITUATE IN THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PUBLIC UTILITY EASEMENT (TRIBUNE COURT)

BEING A PORTION OF PARCEL 20 AS SAID PARCEL IS SHOWN ON THE MAP ENTITLED "TRACT 4032, RIVER ISLANDS-STAGE 2B, LARGE LOT FINAL MAP", FILED OCTOBER 8, 2020, IN BOOK 43 OF MAPS AND PLATS, AT PAGE 142, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF TRIBUNE COURT CUL DE SAC AS SHOWN ON THE MAP ENTITLED "TRACT 4069, RIVER ISLANDS-STAGE 2B, VILLAGE 002" FILED _____, 2021, IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY;

THENCE, ALONG A RADIAL BEARING OF NORTH 45°40'46" WEST, A DISTANCE OF 50.00 FEET TO THE WESTERLY LINE OF PARCEL 20 OF SAID TRACT 4032, ALSO BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED EASEMENT;

THENCE, ALONG SAID WESTERLY LINE, ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 91°31'09", AND AN ARC DISTANCE OF 79.86 FEET;

THENCE, CONTINUING ALONG SAID WESTERLY LINE, ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 3103.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 89°36'20" EAST, THROUGH A CENTRAL ANGLE OF 00°14'16", AND AN ARC DISTANCE OF 12.87 FEET;

THENCE, LEAVING SAID SOUTHEASTERLY LINE, ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 34°18'50" WEST, THROUGH A CENTRAL ANGLE OF 30°09'12", AND AN ARC DISTANCE OF 31.58 FEET TO THE TOE OF THE EXISTING STAGE 2B LEVEE;

THENCE, ALONG SAID LEVEE TOE, ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 3,083.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 89°00'58" EAST, THROUGH A CENTRAL ANGLE OF 00°54'37", AND AN ARC DISTANCE OF 48.99 FEET;

THENCE, LEAVING SAID LEVEE TOE, ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 67°20'44" EAST, THROUGH A CENTRAL ANGLE OF 30°09'12", AND AN ARC LENGTH OF 31.58 FEET TO THE WESTERLY LINE OF SAID PARCEL 20;

THENCE, ALONG SAID WESTERLY LINE, ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 3,103.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 87°39'43" EAST, THROUGH A CENTRAL ANGLE OF 00°14'16", AND AN ARC DISTANCE OF 12.87 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 794 SQUARE FEET, MORE OR LESS.

PUBLIC UTILITY EASEMENT (MERRICK COURT)

BEING A PORTION OF PARCEL 20 AS SAID PARCEL IS SHOWN ON THE MAP ENTITLED "TRACT 4032, RIVER ISLANDS-STAGE 2B, LARGE LOT FINAL MAP", FILED OCTOBER 8, 2020, IN BOOK 43 OF MAPS AND PLATS, AT PAGE 142, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF THE MERRICK COURT CUL DE SAC AS SHOWN ON THE MAP ENTITLED "TRACT 4069, RIVER ISLANDS-STAGE 2B, VILLAGE 002" FILED _____, 2021, IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY;

THENCE, ALONG A RADIAL BEARING OF NORTH 40°14'12" EAST, A DISTANCE OF 50.00 FEET TO THE WESTERLY LINE OF PARCEL 20 OF SAID TRACT 4032, ALSO BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED EASEMENT;

THENCE, ALONG SAID WESTERLY LINE, NORTH 03°44'49" WEST, FOR A DISTANCE OF 12.96 FEET;

THENCE, LEAVING SAID WESTERLY LINE, ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 60 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 31°36'47" WEST, THROUGH A CENTRAL ANGLE OF 30°25'46", AND AN ARC DISTANCE OF 31.87 FEET TO THE TOE OF THE EXISTING STAGE 2B LEVEE;

THENCE, ALONG SAID LEVEE TOE, SOUTH 03°44'49" EAST, A DISTANCE OF 49.21 FEET;

THENCE, LEAVING SAID LEVEE TOE, ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 60.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 69°32'11" WEST, THROUGH A CENTRAL ANGLE OF 30°25'46", AND AN ARC DISTANCE OF 31.87 TO THE WESTERLY LINE OF SAID PARCEL 20;

THENCE, ALONG SAID WESTERLY LINE, NORTH 03°44'49" WEST, A DISTANCE OF 12.96 FEET;

THENCE, CONTINUING ALONG SAID WESTERLY LINE, ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 03°44'49" WEST, THROUGH A CENTRAL ANGLE OF 92°01'58", AND AN ARC DISTANCE OF 80.31 TO THE **POINT OF BEGINNING**;

CONTAINING 801 SQUARE FEET, MORE OR LESS.

PLATS OF THE ABOVE DESCRIBED EASEMENTS ARE ATTACHED HERETO AS **EXHIBIT B** AND BY THIS REFERENCE MADE A PART HEREOF.

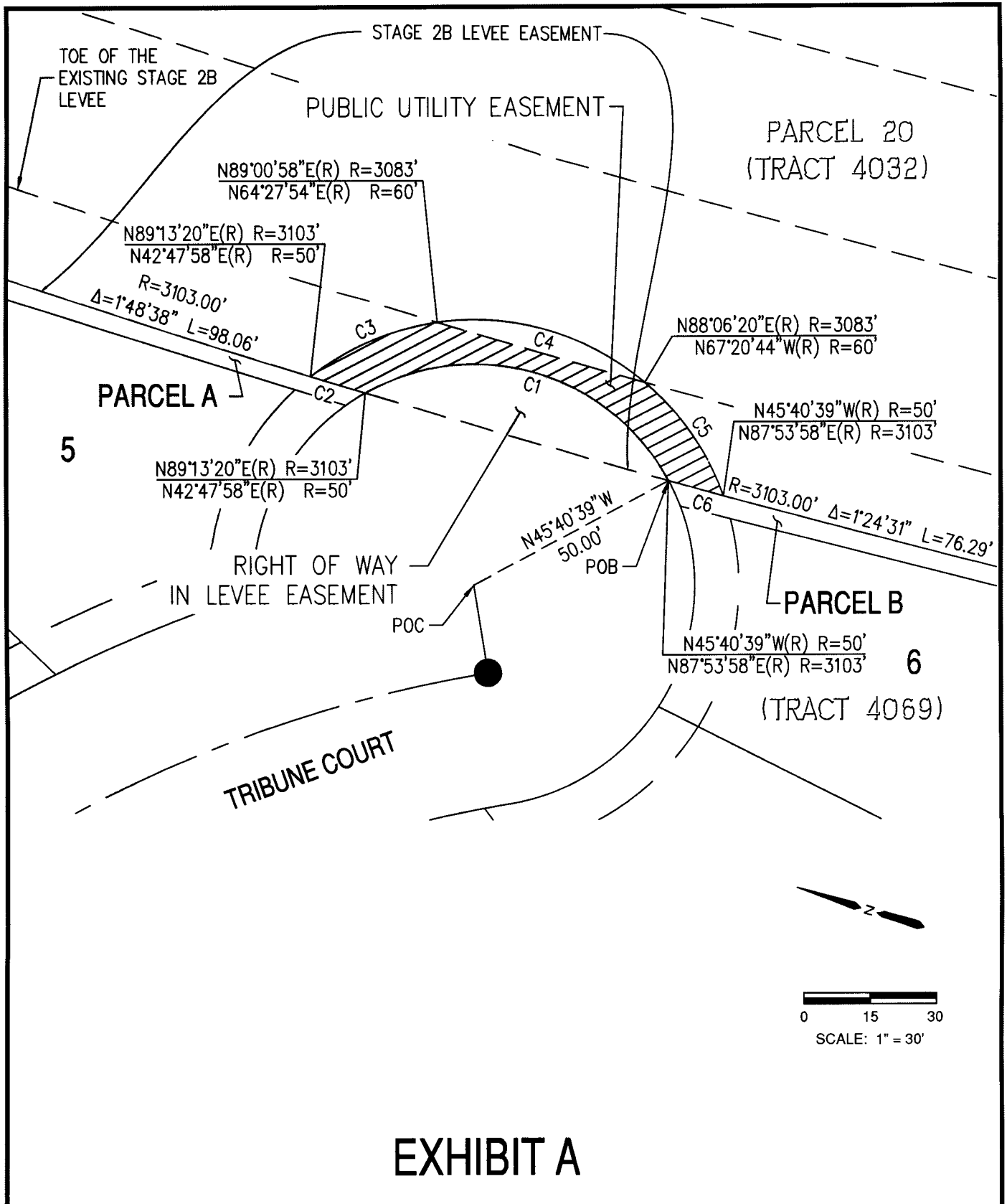
END DESCRIPTION

THIS 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



1165 Scenic Drive, Suite A
Modesto, CA 95350
odellengineering.com

DESCRIPTION: COMMON USE AGREEMENT			
SCALE:	1" = 30'	DATE:	AUG 16, 2021
JOB NO.:	25503		
FILE:	25503-FM-TRACT 4069_CUA.DWG		

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of
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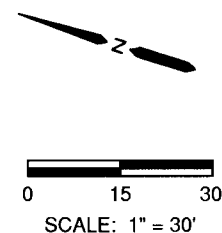
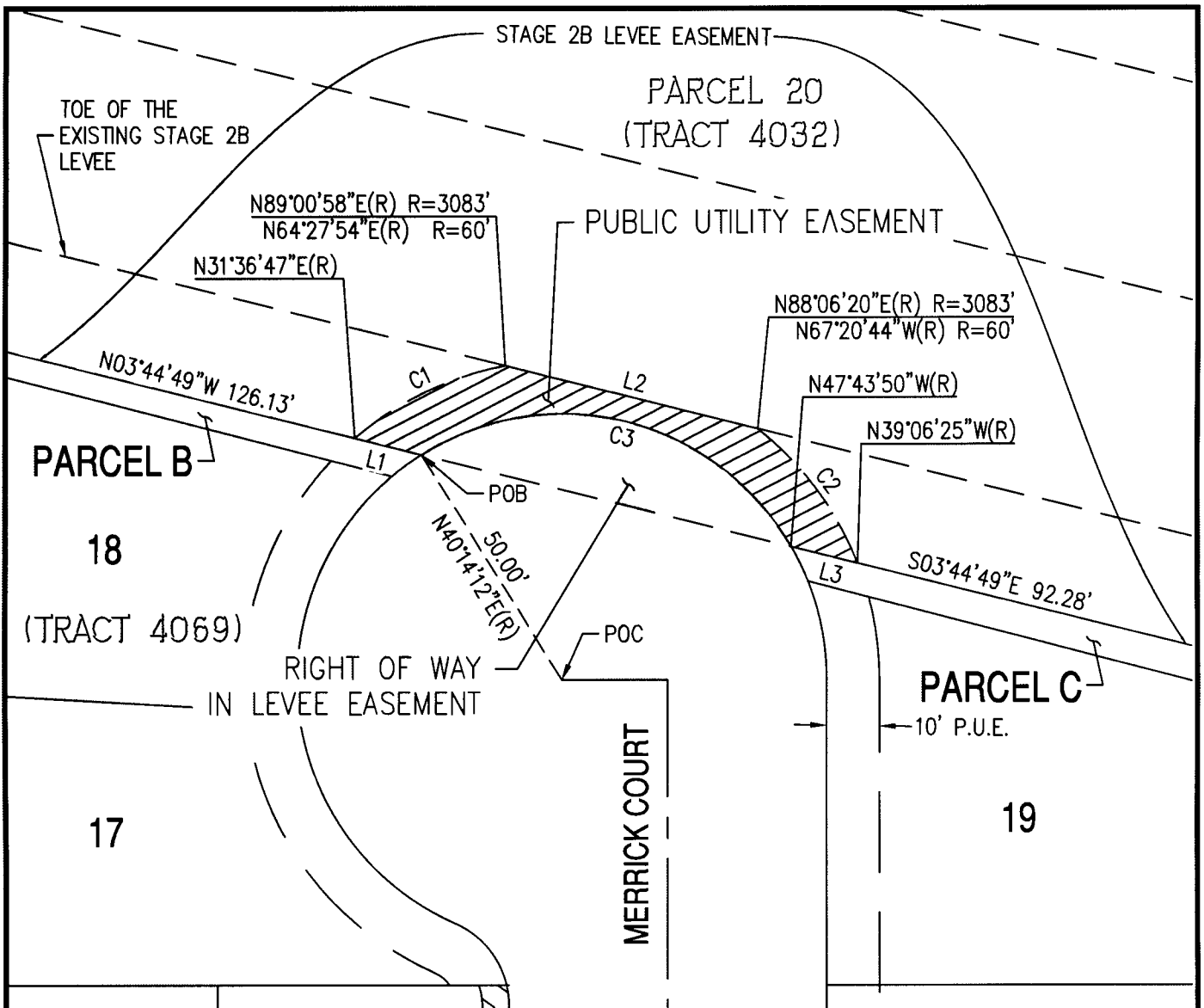


EXHIBIT A



1165 Scenic Drive, Suite A
 Modesto, CA 95350
 odellengineering.com

DESCRIPTION: COMMON USE AGREEMENT			
SCALE:	1" = 30'	DATE:	AUG 16, 2021
JOB NO.:	25503		
FILE:	25503-FM-TRACT 4069_CUA.DWG		

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 of
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ITEM 4.14

CITY MANAGER'S REPORT SEPTEMBER 13, 2021, CITY COUNCIL REGULAR MEETING

ITEM: **APPROVAL OF FINAL MAP, COMMON USE AGREEMENT, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 48 LOTS IN TRACT 4089 VILLAGE "HH1" WITHIN OLD RIVER DISTRICT OF RIVER ISLANDS**

RECOMMENDATION: **Adopt Resolution Approving Final Map for Tract 4089 Village "HH1" within the Old River District, Totaling 48 Single Family Lots, a Common Use Agreement, and a Subdivision Improvement Agreement with River Islands Stage 2B, LLC**

SUMMARY:

The proposed Final Map for Tract 4089 will be the first tract map within the Village "HH" area. Pulte Homes is proposing forty-eight (48) 50' x 80' single-family lots. A Vicinity Map is included as Attachment "B".

Staff recommends that the City Council approve the proposed Final Map Tract 4089, Village "HH", a Common Use Agreement with Island Reclamation District No. 2062 for portions of Beckford, Cloverdale and Woodgreen Courts, and a Subdivision Improvement Agreement with River Islands Stage 2B, LLC ("River Islands"), included as Attachment "C".

BACKGROUND:

The City of Lathrop City Council approved Vesting Tentative Map (VTM) 6716 on June 14, 2021. On August 4, 2021, the City of Lathrop Planning Commission approved a Neighborhood Design Plan (NDP) and Architectural Guidelines and Design Standards (AG/DS) for the Old River District, known as Stage 2B, within Phase 1 of the project. While the NDP contains conceptual guidance on parks within the Old River District, a Master Parks Plan includes revisions to the parks and open spaces within the Stage 2B area and is pending Planning Commission action. The land for the proposed Final Map for Tract 4089 is within the geographic boundaries of VTM 6716 and Stage 2B.

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 total cost of the improvements for Village "HH" is \$1,749,000, however, a large percentage of the improvements have already been construction and therefore do not need to be guaranteed. Performance and labor & material securities have been provided with the SIA for Tract 4089 that guarantee the unfinished improvements for Village "HH" in the amount of:

CITY MANAGER’S REPORT **PAGE 2**
SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING
APPROVAL OF FINAL MAP, COMMON USE AGREEMENT, AND SUBDIVISION
IMPROVEMENT AGREEMENT FOR 48 LOTS IN TRACT 4089 VILLAGE “HH”
WITHIN OLD RIVER DISTRICT OF RIVER ISLANDS

Unfinished Improvement Total:	\$1,093,823
Performance Bond (120% of Unfinished Improvements):	\$1,312,588
Labor & Materials Bond (50% of Performance Bond)	\$656,294

The SIA for Tract 4089 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 4089, 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 “DD” was annexed into the four different Community Facilities Districts (CFD’s) for maintenance purposes with the approval of Tract 4091, Village GG. The CFDs are for the City, RD 2062 and River Islands Public Financing Authority (RIPFA).

There is also a need for a Common Use Agreement (CUA) between the City and Reclamation District No. 2062 (RD 2062) as a portions of Beckford, Cloverdale and Woodgreen Courts share an area with the easements recorded in favor of RD 2062 for the levee system. The CUA, included as Attachment “F”, 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 affected areas. The CUA also includes a dedication and Public Utility Easement (PUE) to the City from RD 2062.

River Islands 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**
SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING
APPROVAL OF FINAL MAP, COMMON USE AGREEMENT, AND SUBDIVISION
IMPROVEMENT AGREEMENT FOR 48 LOTS IN TRACT 4089 VILLAGE “HH”
WITHIN OLD RIVER DISTRICT OF RIVER ISLANDS

REASON FOR RECOMMENDATION:

River Islands 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	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 HH -Annexation No. 24 of City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities)	Completed with Tract 4091
15. Common Use Agreement with Island Reclamation District No. 2062	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

CITY MANAGER'S REPORT **PAGE 4**
SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING
APPROVAL OF FINAL MAP, COMMON USE AGREEMENT, AND SUBDIVISION
IMPROVEMENT AGREEMENT FOR 48 LOTS IN TRACT 4089 VILLAGE "HH"
WITHIN OLD RIVER DISTRICT OF RIVER ISLANDS

BUDGET IMPACT:

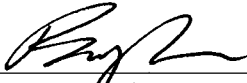
There is no budget impact to the City as all costs are covered by development fees and any shortfalls in the City's maintenance and operating costs are covered by the CFDs.

ATTACHMENTS:

- A. Resolution Approving Final Map for Tract 4089 Village "HH1" within the Old River District, Totaling 48 Single Family Lots, a Common Use Agreement, and a Subdivision Improvement Agreement with River Islands Stage 2B, LLC
- B. Vicinity Map - Village "HH"
- C. Subdivision Improvement Agreement between the City of Lathrop and River Islands Stage 2B, LLC, a Delaware limited liability company, for Tract 4089, Village "HH1"
- D. Escrow Instructions for Final Map Tract 4089 Village "HH1"
- E. Final Map – Tract 4089 Village "HH1"
- F. Common Use Agreement with Island Reclamation District No. 2062 for a portion of Beckford, Cloverdale and Woodgreen Courts, and associated;
 - o Offer of Dedication for Public Utility Easement


CITY MANAGER'S REPORT **PAGE 5**
SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING
APPROVAL OF FINAL MAP, COMMON USE AGREEMENT, AND SUBDIVISION
IMPROVEMENT AGREEMENT FOR 48 LOTS IN TRACT 4089 VILLAGE "HH"
WITHIN OLD RIVER DISTRICT OF RIVER ISLANDS

APPROVALS



Brad Taylor
Land Development Manager

8/25/2021
Date



Glenn Gebhardt
City Engineer

8/25/21
Date




Michael King
Public Works Director

8.25.2021
Date



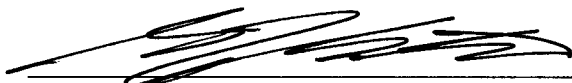
Cari James
Finance & Administrative Services Director

8/25/2021
Date



Salvador Navarrete
City Attorney

8.25-2021
Date



Stephen J. Salvatore
City Manager

8-31-21
Date

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING FINAL MAP FOR TRACT 4089 VILLAGE "HH1" WITHIN THE OLD RIVER DISTRICT, TOTALING 48 SINGLE FAMILY LOTS, A COMMON USE AGREEMENT, AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH RIVER ISLANDS STAGE 2B, LLC

WHEREAS, the City of Lathrop City Council approved Vesting Tentative Map (VTM) 6716 on June 14, 2021; and

WHEREAS, On August 4, 2021, the City of Lathrop Planning Commission approved a Neighborhood Design Plan (NDP) and Architectural Guidelines and Design Standards (AG/DS) for the Old River District, known as Stage 2B, within Phase 1 of the project; and

WHEREAS, the land for the proposed Final Map for Tract 4089 is within the geographic boundaries of VTM 6716 and Stage 2B; and

WHEREAS, 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 total cost of the improvements for Village "HH" is \$1,749,000, 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 4089 that guarantee the unfinished improvements for Village "HH" in the amount of; and

Unfinished Improvement Total:	\$1,093,823
Performance Bond (120% of Unfinished Improvements):	\$1,312,588
Labor & Materials Bond (50% of Performance Bond)	\$656,294

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 Beckford, Cloverdale and Woodgreen Courts share an area with the easements recorded in favor of RD 2062 for the levee system. The CUA, included as Attachment "F" to the City Manager's Report; and

WHEREAS, Village "HH" was annexed into the four different Community Facilities Districts (CFD's) for maintenance purposes with the approval of Tract 4091, Village "GG". The CFDs are for the City, RD 2062 and River Islands Public Financing Authority (RIPFA); and

WHEREAS, River Islands Stage 2B 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 4089, Village HH1, 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 2B, LLC in substantially the form as attached to the September 13, 2021 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 and Acceptance of Offer of Dedication for Public Utility Easements with River Islands Stage 2B, LLC, in substantially the form as attached to the City Manager's Report as Attachment "F", 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 13th day of September 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

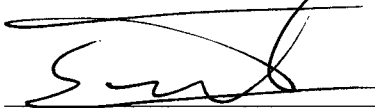
ABSENT:

Sonny Dhaliwal, Mayor

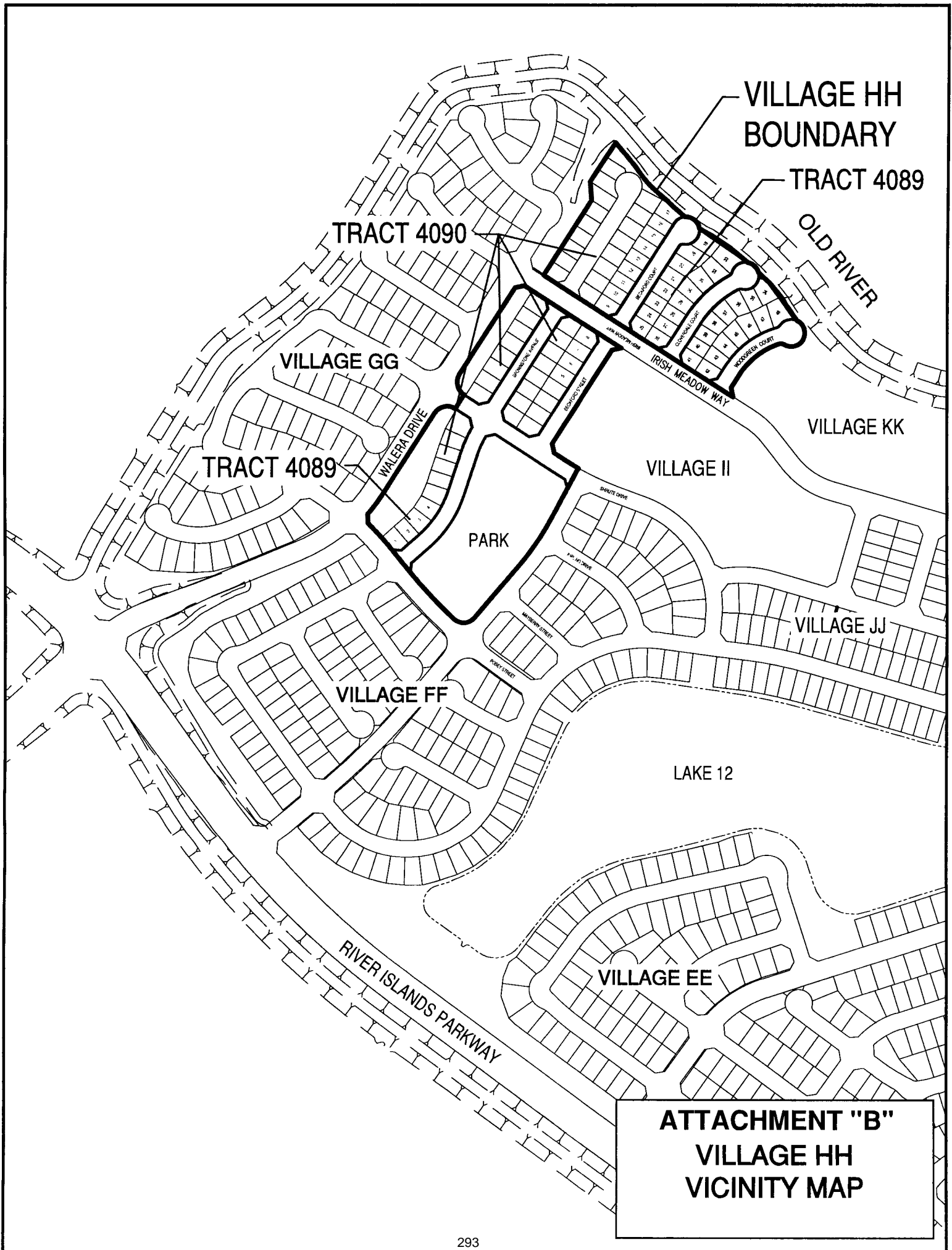
ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney



ATTACHMENT "B"
VILLAGE HH
VICINITY MAP

SUBDIVISION IMPROVEMENT AGREEMENT
BY AND BETWEEN THE CITY OF LATHROP AND
RIVER ISLANDS STAGE 2B, LLC, A DELAWARE LIMITED LIABILITY COMPANY
FOR TRACT 4089 VILLAGE “HH1” 48 RESIDENTIAL LOTS

RECITALS

- A. This Agreement is made and entered into this **13th day of September 2021**, by and between the **CITY OF LATHROP**, a municipal corporation of the State of California (hereinafter "CITY") and **River Islands Stage 2B, LLC**, a Delaware limited liability company, (hereinafter "SUBDIVIDER").
- B. 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 4089. However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with Tract 4089 (Village “HH”) located within the Old River District of River Islands Phase 1, which also includes major streets necessary to access the site. Performance and Labor & Material securities have been provided that guarantee the unfinished improvements for Village “HH” in the amount shown in Section 8.
- C. SUBDIVIDER has completed a portion of the joint trench improvements for Tract 4089 and as noted in Recital B, security shall be required for the unfinished portion of these improvements, along with other required infrastructure associated with Tract 4089 and Village “HH” 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 4089 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:

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4089 Village "HH"

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 Old River neighborhood, to the limits identified in Exhibit "A", including the public landscaping, streetlight and joint trench improvements. A Vicinity Map is included as Exhibit "B".

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 4089 that is conveyed to a private interest not associated with the transfer of title of Tract 4089 associated with the filing of Tract 4089 (homebuilder), prior to the completion and occupancy of the last production dwelling unit associated with Tract 4089, or September 13, 2022, 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 \$174,900, equal to 10% of the estimated cost of the Improvements for the Village "HH" entire area (\$1,749,000) as included in the Engineer's estimate attached to this Agreement as Exhibit "D", 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. 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.

8. 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 Village “HH” as included and described in Exhibit “D” of this Agreement. Performance and Labor & Material securities have been provided in the amount shown in Table 1 below. SUBDIVIDER shall also comply with CITY’S insurance requirements set forth on Exhibit “C” attached hereto and incorporated herein.

Table 1 – Bond Values

Unfinished Improvement Total:	\$1,093,823
Performance Bond (120% of Unfinished Improvements):	\$1,312,588
Labor & Materials Bond (50% of Performance Bond)	\$656,294

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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 4089.

20. 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.

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4089 Village "HH"

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 4089

EXHIBIT B TRACT 4089 AND VILLAGE "HH" AREA

EXHIBIT C: CITY INSURANCE REQUIREMENTS

EXHIBIT D: UNFINISHED IMPROVEMENT COST ESTIMATE AND VILLAGE "HH"
IMPROVEMENTS COST ESTIMATE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 13th day of September 2021, 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 THE CITY OF LATHROP CITY ATTORNEY

BY: _____
Salvador Navarrete Date
City Attorney

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4089 Village "HH"

SUBDIVIDER

River Islands Stage 2B, LLC,
a Delaware limited liability company

BY: _____
Susan Dell'Osso
President

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4089 Village "HH"

EXHIBIT "A"

FINAL MAP - TRACT 4089

OWNERS STATEMENT

THE UNDERSIGNED DOES HEREBY STATE THAT THEY ARE THE OWNERS OF OR HAVE RECORD TITLE INTEREST IN THE LAND DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINE OF THE HEREIN EMBODIED FINAL MAP ENTITLED, "TRACT 4089, RIVER ISLANDS-STAGE 2B, VILLAGE HH1", CITY OF LAHROP, CALIFORNIA, CONSISTING OF TEN (10) 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 REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES

1. THE UNDERSIGNED DOES HEREBY DEDICATE TO THE CITY OF LAHROP FOR PUBLIC RIGHT-OF-WAY PURPOSES, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS BECKFORD STREET, BECKFORD COURT, BROWNSTONE AVENUE, CLOVERDALE COURT, SHUTE DRIVE AND WOODGREEN COURT AS SHOWN ON THIS FINAL MAP.

2. THE UNDERSIGNED DOES HEREBY DEDICATE A NON-EXCLUSIVE EASEMENT TO THE CITY OF LAHROP, 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 REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES

1. THE UNDERSIGNED DOES HEREBY DEDICATE TO THE CITY OF LAHROP, PARCELS A AND B FOR PURPOSES OF OPEN SPACE, AND PARK, INCLUDING PUBLIC UTILITIES, STORM DRAIN FACILITIES, SANITARY SEWER FACILITIES, FENCE MAINTENANCE, 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 LAHROP ALL ABUTTERS RIGHT OF ACCESS TO LOTS 1, 8, 9, 25, 26, 41 AND 42, ALONG THE LOT LINES AS INDICATED BY THE SYMBOL ||||| AS SHOWN ON THIS FINAL MAP.

TO ENSURE MUNICIPAL WATER SERVICE TO ALL LOTS SHOWN UPON THIS MAP, ALL GROUND WATER RIGHTS TO THE UNDERSIGNED MAY HAVE WITHIN THE OUSTING BORDER UPON THIS MAP, HEREBY ARE DEDICATED TO THE CITY OF LAHROP.

THE UNDERSIGNED DOES HEREBY RESERVE PARCELS C AND D AS SHOWN ON THIS MAP, SAID PARCELS ARE NOT DEDICATED HEREON, 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 1 THROUGH 4 FOR FUTURE DEVELOPMENT.

OWNER- RIVER ISLANDS STAGE 2B, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: SUSAN BELLOSSO DATE: _____ 2021
ITS: PRESIDENT

DATED THIS _____ DAY OF _____, 2021

OLD REPUBLIC TITLE COMPANY, AS TRUSTEE, UNDER THE DEED OF TRUST RECORDED DECEMBER 22, 2016, AS DOCUMENT NUMBER 2016-100886, AND AS AMENDED IN DOCUMENT RECORDED DECEMBER 26, 2017 AS DOCUMENT NUMBER 2017-150771, AND FURTHER AMENDED IN DOCUMENT RECORDED APRIL 13, 2020 AS DOCUMENT NUMBER 2020-046005, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

BY: _____ DATE: _____
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 _____, 2021 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/THEY EXECUTED THE SAME IN HIS/HER/their AUTHORIZED CAPACITIES, 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 NUMBER _____
MY COMMISSION EXPIRES _____

**TRACT 4089
RIVER ISLANDS - STAGE 2B
VILLAGE HH1**

A PORTION OF RANCHO EL PESCARO, BEING
A SUBDIVISION OF PARCELS 15 & 16 OF TRACT 4032 (43 MAP 42)
CITY OF LAHROP, SAN JOAQUIN COUNTY, CALIFORNIA
APPROVED 2021



CITY CLERK'S STATEMENT

I, TERESA VARGAS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LAHROP, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE HEREIN EMBODIED MAP ENTITLED, "TRACT 4089, RIVER ISLANDS-STAGE 2B, VILLAGE HH1", CITY OF LAHROP, CALIFORNIA, WAS PREPARED BY _____, AND THIS STATEMENT WAS PRESENTED TO SAID CITY COUNCIL, _____, AT A MEETING HELD ON THE _____ DAY OF _____, 2021, AND THAT SAID CITY COUNCIL DID THEREUPON BY RESOLUTION NO. _____ DULY PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP, AND AUTHORIZED ITS RECORDED, AND ACCEPTED ON BEHALF OF THE CITY OF LAHROP, FOR PUBLIC USE, THE REINDEMENT OF ACCESS RIGHTS TO LOTS 1, 8, 9, 25, 26, 41 AND 42, ALONG THE LOT LINES AS INDICATED BY THE SYMBOL |||||, THE DEDICATION OF ALL PUBLIC UTILITY STREETS, AND COURTS AS SHOWN ON SAID MAP SUBJECT TO THE IMPROVEMENTS BEING COMPLETED IN ACCORDANCE WITH CHAPTER 16, TITLE 16.16 OF THE CITY OF LAHROP MUNICIPAL CODE.

ALSO, PURSUANT TO SECTION 66446(G) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE CITY OF LAHROP DOES HEREBY ABANDON THE NON-EXCLUSIVE PUBLIC UTILITY EASEMENT FOR PUBLIC PURPOSES RECORDED MAP NO. 2021-05 DOCUMENT NUMBER 2021-108861, AND THE PUBLIC UTILITY EASEMENT RECORDED MAP NO. 2021-05 DOCUMENT NUMBER 2021-076701, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WITHIN THE BOUNDARY OF THIS FINAL MAP.

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 LAHROP AND FILED IN MY OFFICE.

TERESA VARGAS _____
CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LAHROP, 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 }

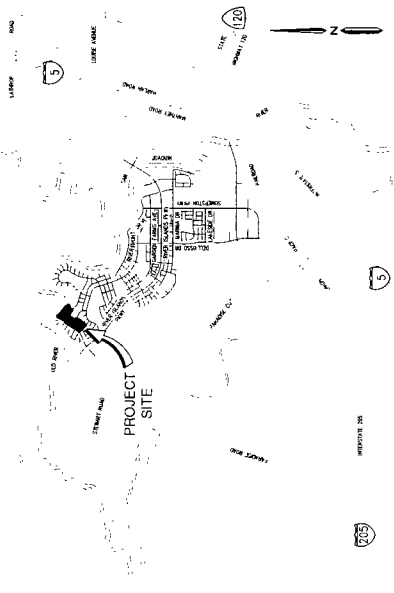
ON _____, 2021 BEFORE ME, _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/their AUTHORIZED CAPACITIES, AND THAT BY HIS/HER/THEIR SIGNATURE(S) 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 NUMBER _____
MY COMMISSION EXPIRES _____

EXEMPT FROM FEE PER GOVERNMENT CODE 27388.1, DOCUMENT RECORDED IN CONNECTION WITH A CONCURRENT TRANSFER SUBJECT TO THE IMPOSITION OF DOCUMENTARY TRANSFER TAX



VICINITY MAP
NOT TO SCALE

SECRETARY OF THE PLANNING COMMISSIONS STATEMENT

THIS MAP CONFORMS TO AMENDED VESTING TENTATIVE MAP NO. 3694 APPROVED BY THE PLANNING COMMISSION

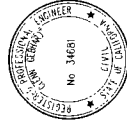
DATED THIS _____ DAY OF _____, 2021

MARK AGESSNER, COMMUNITY DEVELOPMENT DIRECTOR
CITY OF LAHROP

CITY ENGINEERS STATEMENT

I, CLENN GEBHARDT, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LAHROP, CALIFORNIA AND I HAVE REVIEWED THE SUBDIVISION MAP ENTITLED, "TRACT 4089, RIVER ISLANDS-STAGE 2B, VILLAGE HH1", CITY OF LAHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS SHOWN ON THE AMENDED VESTING TENTATIVE MAP NO. 3694, 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 LAHROP, AND ANY AMENDMENTS HERETO, APPLICABLE AT THE TIME OF APPROVAL OF AMENDED VESTING TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2021



CLENN GEBHARDT, P.E. #34681
CITY ENGINEER OF THE CITY OF LAHROP, CALIFORNIA

RECORDERS STATEMENT

FILED THIS _____ DAY OF _____, 2021, AT _____ M
IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____ AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY
FEE \$ _____

STEVE BESTOLARDES, ASSISTANT/DEPUTY RECORDER
ASSASSOR-RECORDER-COUNTY CLERK
SAN JOAQUIN COUNTY, CALIFORNIA

CITY SURVEYOR'S STATEMENT

I, DARRYL A. ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF TRACT 4089, RIVER ISLANDS-STAGE 2B, VILLAGE HH1, CITY OF LATHROP, CALIFORNIA, AND I AM SATISFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2021



DARRYL A. ALEXANDER, P.L.S. 5071
 AGING CITY SURVEYOR

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 UNABLE THIS SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED AMENDED VESTING TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2021



DYLAN CRAWFORD, P.L.S. NO 7188

RECITALS

- RIGHT TO FARM STATEMENT: THE CITY OF LATHROP, CALIFORNIA, HAS ADOPTED LOCAL ORDINANCE, TITLE 15, CHAPTER 15.04, WHICH PERMITS OPERATION OF PROPERLY CONDUCTED AGRICULTURAL OPERATIONS WITHIN THE CITY LIMITS, INCLUDING THOSE THAT UTILIZE CHEMICAL FERTILIZERS AND PESTICIDES YOU ARE HEREBY NOTICED 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 LAUNCH AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTICIDES AND FROM OTHER AGRICULTURAL ACTIVITIES, INCLUDING WITHOUT LIMITATIONS, CULTIVATION, PLANTING, HARVESTING, AND ANIMALS FROM DEFECATION AND OTHER ACTIVITIES WHICH MAY GENERATE DUST, SMOKE, NOISE, ODOR, RODENTS AND PESTS. 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.
- A SOILS REPORT ENTITLED "GEOCHEMICAL EXPLORATION, RIVER ISLANDS PHASE 1, LATHROP, CALIFORNIA," DATED MAY 21, 2021, AS DOCUMENT NUMBER 2021-089883, HAS BEEN OBTAINED FOR THE PROPOSED PROJECT BY ENDEAVOR ACQUISITION, LLC. THIS REPORT INDICATES THAT THE SOILS ARE CLASSIFIED AS "SLOPE" AND "SLOPE" SOILS. TRACT 4089, RIVER ISLANDS-STAGE 2B, VILLAGE HH1, CONTAINS 48 RESIDENTIAL LOTS CONTAINING 21.77 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).
- TRACT 4089, RIVER ISLANDS-STAGE 2B, VILLAGE HH1, CONTAINS 48 RESIDENTIAL LOTS CONTAINING 21.77 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).
- BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 1214021804-18, (VERSION 2) DATED JULY 12, 2021, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

TRACT 4089 AREA SUMMARY	
LOTS 1 THROUGH 48	5.046 AC±
STREET DEDICATIONS	4.882 AC±
PARCELS A THROUGH D	5.826 AC±
PARCEL 1 THROUGH 4	6.040 AC±
TOTAL	21.77 AC±

**TRACT 4089
 RIVER ISLANDS - STAGE 2B
 VILLAGE HH1**

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCELS 15 & 16 OF TRACT 4022 (43 MAP 142) CITY OF LATHROP, SAKAGAWA COUNTY, CALIFORNIA, AUGUST 2021.



REFERENCES

- TRACT 4032, RIVER ISLANDS-STAGE 2B, LARGE LOT FINAL MAP, FILED OCTOBER 8, 2020, IN BOOK 43 OF MAPS AND PLATS, PAGE 142, S.J.C.R. (43 MAP 142)
- TRACT 4067, RIVER ISLANDS-STAGE 2B, VILLAGE FF, FILED MARCH 19, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 163, S.J.C.R. (43 MAP 163)
- TRACT 4082, RIVER ISLANDS-STAGE 2B, VILLAGE JJ, FILED JANUARY 29, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 157, S.J.C.R. (43 MAP 157)

SIGNATURE OMISSIONS

PURSUANT TO SECTION 664306 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 2001-01046177, S.J.C.R.
- LEVEL EASEMENT IN FAVOR OF RECLAMATION DISTRICT 2082 PER DOCUMENT NUMBER 2018-0600095, S.J.C.R.

CERTIFICATE OF DEDICATION

THE FOLLOWING REAL PROPERTY IS DEDICATED BY RIVER ISLANDS STAGE 2B, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS FOLLOWS:

- PARCELS A AND B, FOR PURPOSES OF LANDSCAPE OPEN SPACE INCLUDING PUBLIC UTILITIES AND STORM DRAIN FACILITIES, AND PEDESTRIAN INGRESS AND EGRESS.

THE CITY OF LATHROP SHALL RECOVER THE PROPERTY TO THE SUBORDINER 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.

LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEET 3 ONLY

LINE	DIRECTION	LENGTH
L1	N5724.06°W	44.00'
L2	N3235.54°E	325.00'
L3	N4285.51°W	67.66'
L4	N3235.54°E	172.17'
L5	N3858.04°W	16.16'
L6	N3918.57°W	32.20'
L7	N3846.52°W	26.72'
L8	N3832.00°W	29.55'
L9	N3525.48°W	48.83'
L10	N4018.00°W	18.88'
L11	N4370.41°W	18.46'
L12	N4722.28°W	28.74'
L13	N4932.18°W	50.84'
L14	N4447.96°W	17.55'
L15	N6249.14°W	12.40'
L16	N5740.30°W	45.38'
L17	N5551.24°W	35.98'
L18	N4944.41°W	36.67'
L19	N5143.05°W	10.34'
L20	N4856.35°W	19.17'

LINE	DIRECTION	LENGTH
L21	N4131.50°W	28.15'
L22	N3949.46°W	25.51'
L23	N3800.55°W	27.77'
L24	N3729.07°W	2.15'
L25	N2715.20°W	17.80'
L26	N3539.56°W	16.48'
L27	N3235.54°E	56.85'
L28	N1224.06°W	35.36'
L29	N3724.06°W	825.00'
L30	N5724.06°W	86.05'
L31	N5724.06°W	967.05'
L32	N5724.06°W	982.05'
L33	N5724.06°W	538.05'
L34	N5724.06°W	424.00'
L35	N7235.54°E	35.36'
L36	N3235.54°E	405.00'
L37	N1224.06°W	35.36'
L38	N5724.06°W	59.71'
L39	N2811.28°E	210.66'
L40	N4021.37°E	254.03'

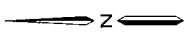
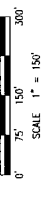
LINE	DIRECTION	LENGTH
L41	N3937.52°W	110.04'
L42	N3935.56°W	4.96'
L43	N217.03°W	34.39'
L44	N3235.54°E	347.24'
L45	N2335.54°E	60.00'
L46	N3235.54°E	30.00'
L47	N5724.06°W	90.00'
L48	N3235.54°E	375.00'
L49	N7735.54°E	35.36'
L50	N4236.57°E	30.00'
L51	N4021.37°E	215.30'
L52	N4021.37°E	172.85'
L53	N2811.28°E	189.19'
L54	N2811.28°E	30.01'

CURVE	RADIUS	DELTA	LENGTH
C1	600.00	34551.3°	365.69'
C2	1835.00	2395.7°	85.38'
C3	730.00	107.26°	14.32'
C4	270.00	505.37°	24.00'
C5	7613.86	6271.50°	48.35'
C6	50.00	8425.98°	73.68'
C7	270.00	806.13°	38.19'
C8	690.00	227.00°	38.06'
C9	50.00	6400.51°	55.86'
C10	580.50	222.46°	24.11'
C11	120.00	504.44°	10.64'
C12	930.00	127.05°	23.56'
C13	1102.00	141.53°	32.86'
C14	50.00	18874.18°	164.27'
C15	17.00	5038.11°	15.02'

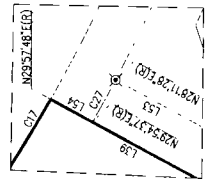
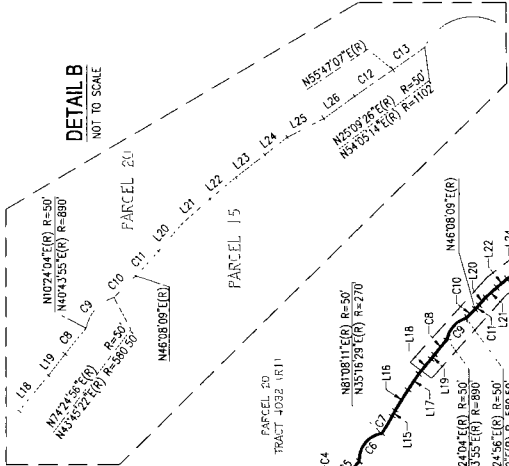
CURVE	RADIUS	DELTA	LENGTH
C16	270.00	4009.39°	189.25'
C17	970.00	238.06°	44.61'
C18	970.00	1210.09°	206.02'
C19	52.00	9240.52°	84.11'
C20	1805.00	723.19°	232.77'
C21	1080.00	638.32°	125.21'
C22	635.00	834.38°	95.06'
C23	55.00	9000.00°	86.39'
C24	55.00	9000.00°	86.39'
C25	1000.00	749.27°	136.56'
C26	1000.00	420.42°	75.84'
C27	1000.00	143.08°	30.00'

TRACT 4089 RIVER ISLANDS - STAGE 2B VILLAGE HHT

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 15 & 16 OF TRACT 4032 (43 MAP 142)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2021



DETAIL B
NOT TO SCALE



DETAIL A
NOT TO SCALE

LEGEND

- ⊙ MONUMENT TO BE SET
- ⊙ FOUND MONUMENT PER (R1)
- ⊙ MONUMENT TO BE SET PER (R2)
- FOUND 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788" PER (R1) AND (R2), RESPECTIVELY
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 778" PER (R1)
- RESTRICTED ACCESS
- BOUNDARY
- LOT LINE OR RIGHT-OF-WAY LINE
- EASEMENT LINE
- CENTERLINE
- 200.00' (R1)
- (R1)
- (M-B)
- (M-W)
- (R)
- (T)
- (B)
- DN
- P.U.E
- W.C
- W.C
- L/C1/R1
- ⊙ EASEMENT REFERENCE NUMBER

NOTES

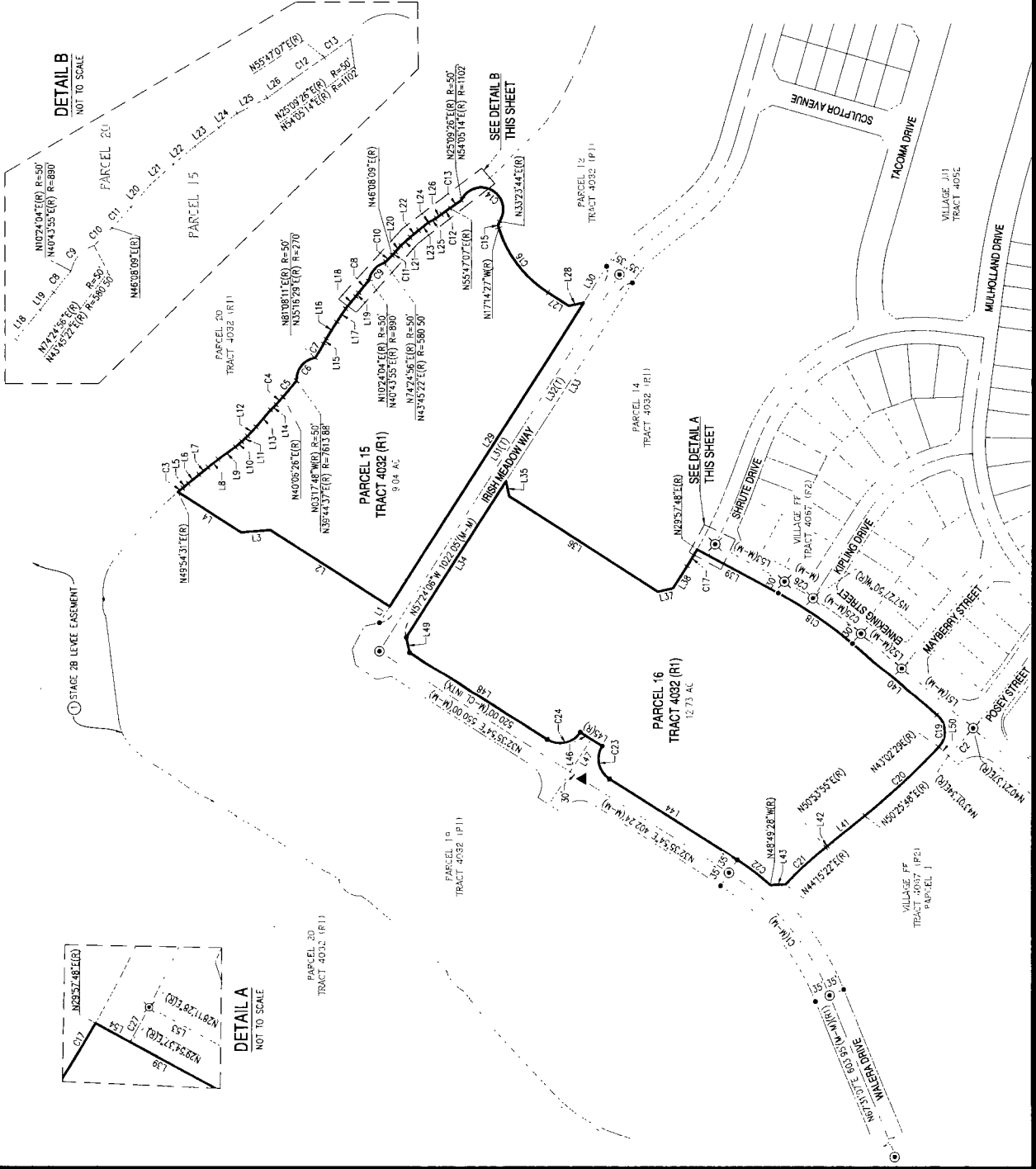
1. SEE SHEET 2 FOR REFERENCES
2. SEE SHEET 2 FOR LINE AND CURVE TABLES

BASIS OF BEARINGS

THE BEARING OF NORTH 57°24'06" WEST BETWEEN FOUND MONUMENTS ALONG RICH MEADOW WAY AS SHOWN PER TRACT 4032, FILED OCTOBER 8, 2020, IN BOOK 43 OF MAPS AND PLATS, AT PAGE 142, 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.

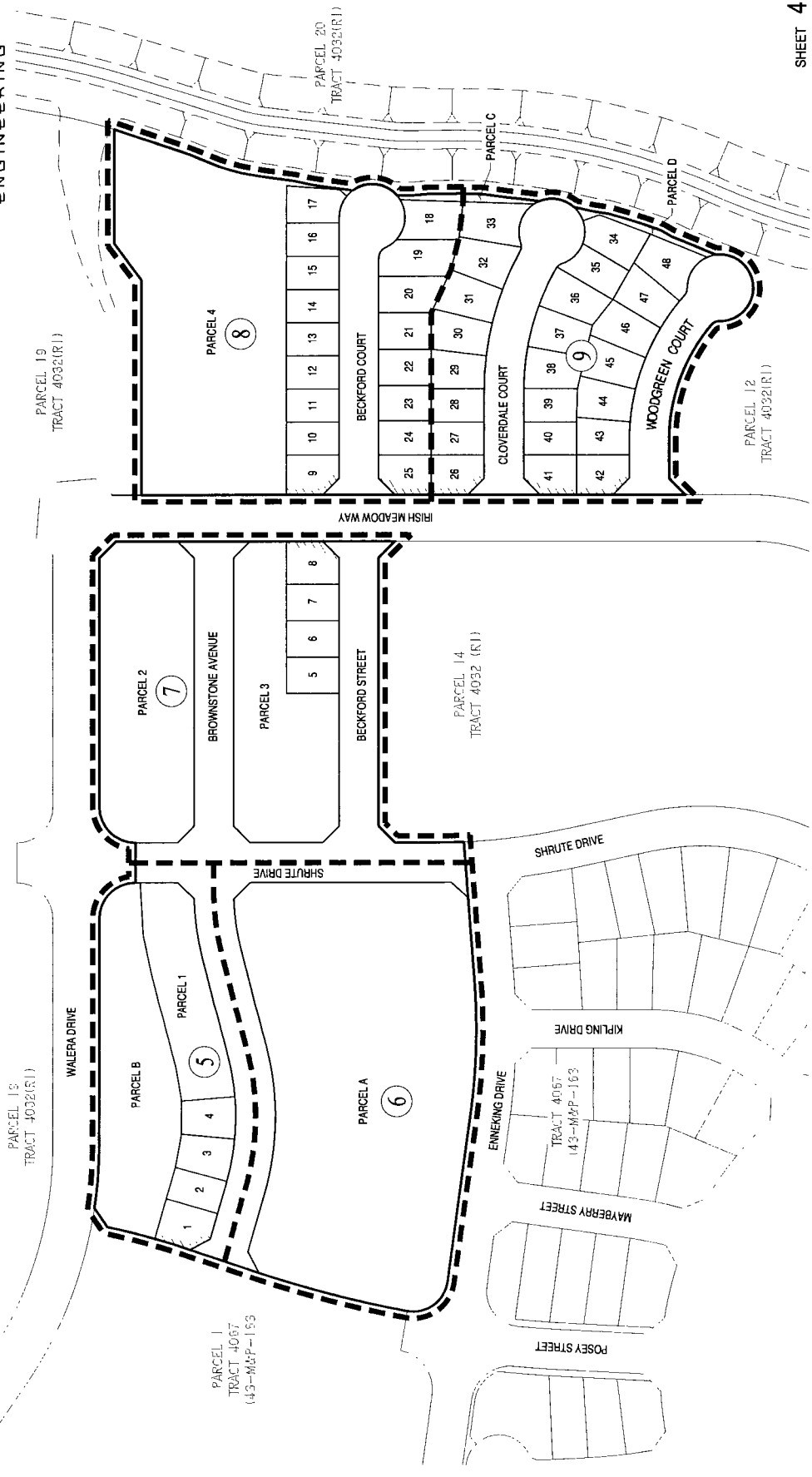
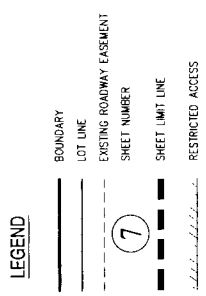
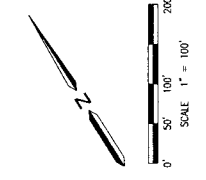
EASEMENTS

- ⊙ STAGE 2B LEVEE EASEMENT IN FAVOR OF ISLAND RECLAMATION DISTRICT
- ⊙ 2082 PER DIN 2018-060095, S.J.C.R.



TRACT 4089 RIVER ISLANDS - STAGE 2B VILLAGE HH1

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 15 & 16 OF TRACT 4032 (43 MAP 142)
SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2001

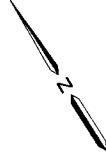
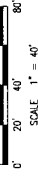


TRACT 4089

RIVER ISLANDS - STAGE 2B

VILLAGE HHT

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 15 & 16 OF TRACT 4032 (43 MAP 142)
CITY OF LATHROP, SHERMAN COUNTY, CALIFORNIA
AUGUST 2021

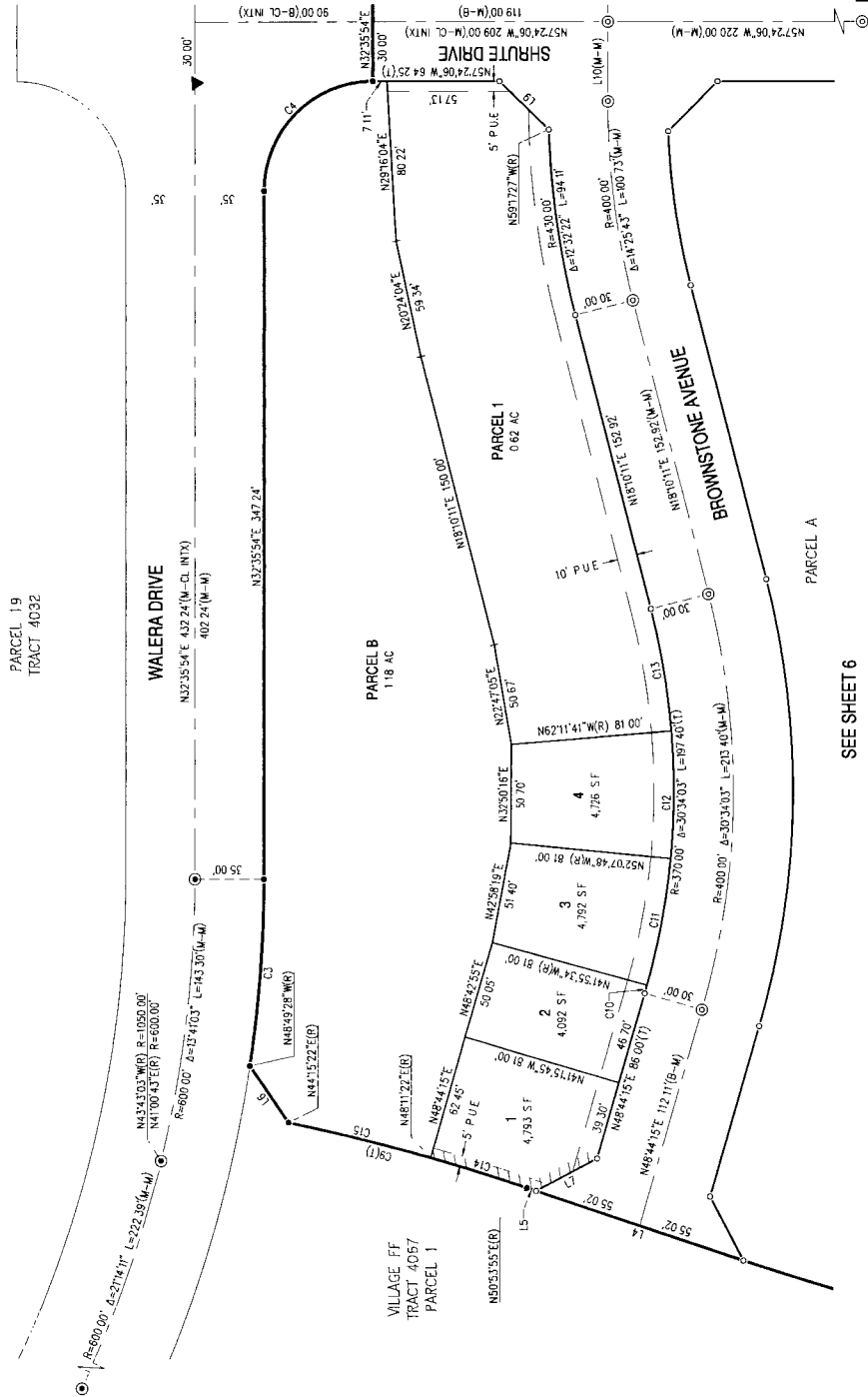


MONUMENTATION NOTES

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ FOUND MONUMENT PER TRACT 4032 (R1)
- ⊙ FOUND MONUMENT PER TRACT 4068 (R2)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1) AND (R2)
- ▲ 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R1)
- SET 3/4" 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 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 10 FOR LINE AND CURVE TABLES



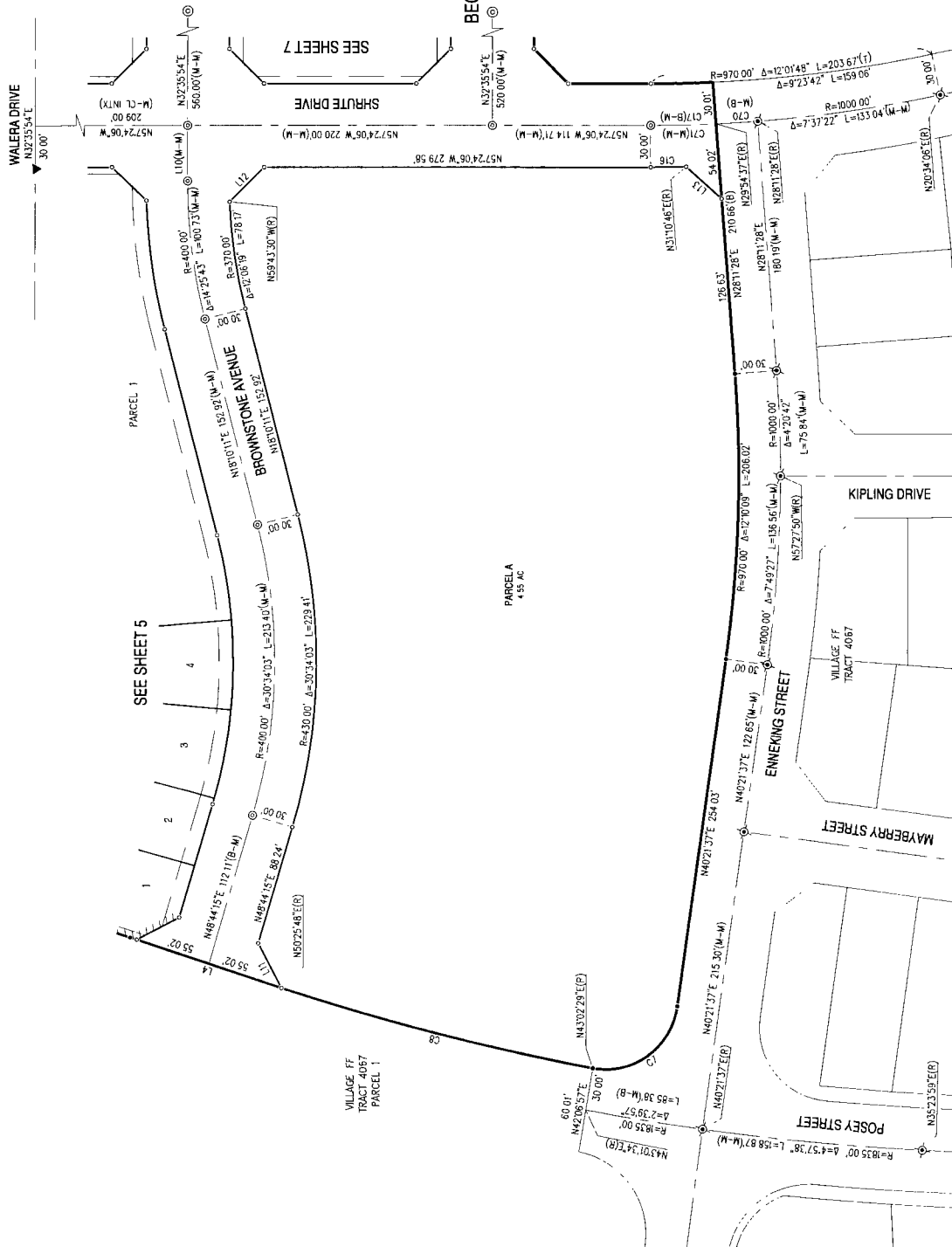
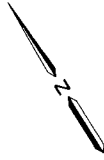
SEE SHEET 7

SEE SHEET 6

BECKFORD STREET

TRACT 4089 RIVER ISLANDS - STAGE 2B VILLAGE HH1

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 15 & 16 OF TRACT 4032 (43 MAP 142)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2021



MONUMENTATION NOTES

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ FOUND MONUMENT PER TRACT 4032 (R1)
- ⊙ FOUND MONUMENT PER TRACT 4068 (R2)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1) AND (R2)
- ▲ 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R1)
- SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- T 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 FOR ALL FRONT LOT CORNERS

NOTES

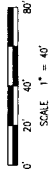
- 1 SEE SHEET 2 FOR REFERENCES
- 2 SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
- 3 SEE SHEET 10 FOR LINE AND CURVE TABLES

TRACT 4089

RIVER ISLANDS - STAGE 2B

VILLAGE HH1

A PORTION OF RANCHO EL PESADERO, BEING
A SUBDIVISION OF PARCELS 15 & 16 OF TRACT 4032 (43 MAP 142)
CITY OF LAHROP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2021



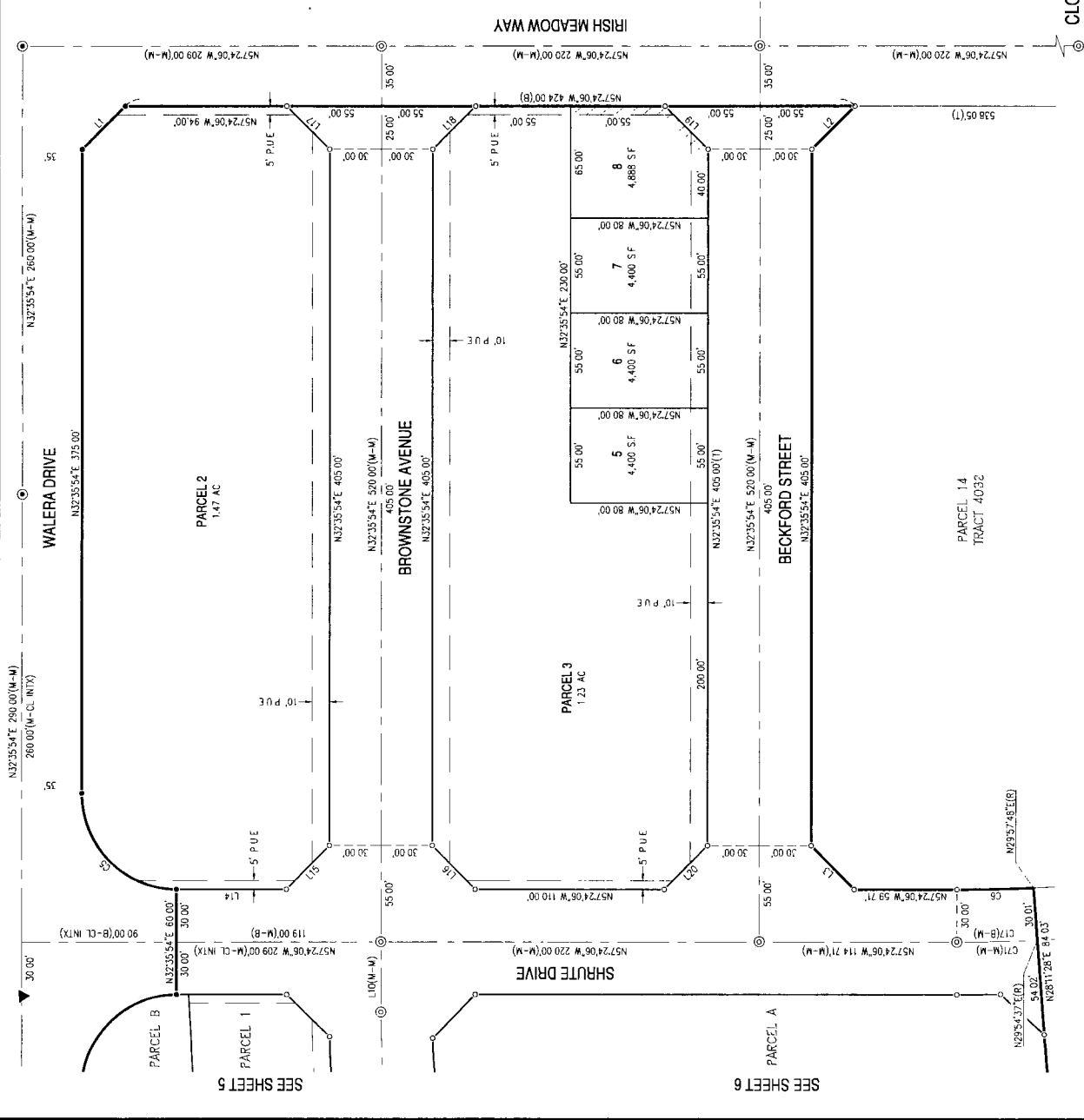
MONUMENTATION NOTES

- ⊙ SET STANDARD CITY OF LAHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ FOUND MONUMENT PER TRACT 4032 (R1)
- ⊙ FOUND MONUMENT PER TRACT 4088 (R2)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1) AND (R2)
- ▲ 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R1)
- SET 3/4" IRON PIPE WITH 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 PROTECTION 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 10 FOR LINE AND CURVE TABLES

SEE SHEET 8



CLOVERDALE COURT

TRACT 4089 RIVER ISLANDS - STAGE 2B VILLAGE HHT

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 15 & 16 OF TRACT 4032 (4.3 MAP 142)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2021

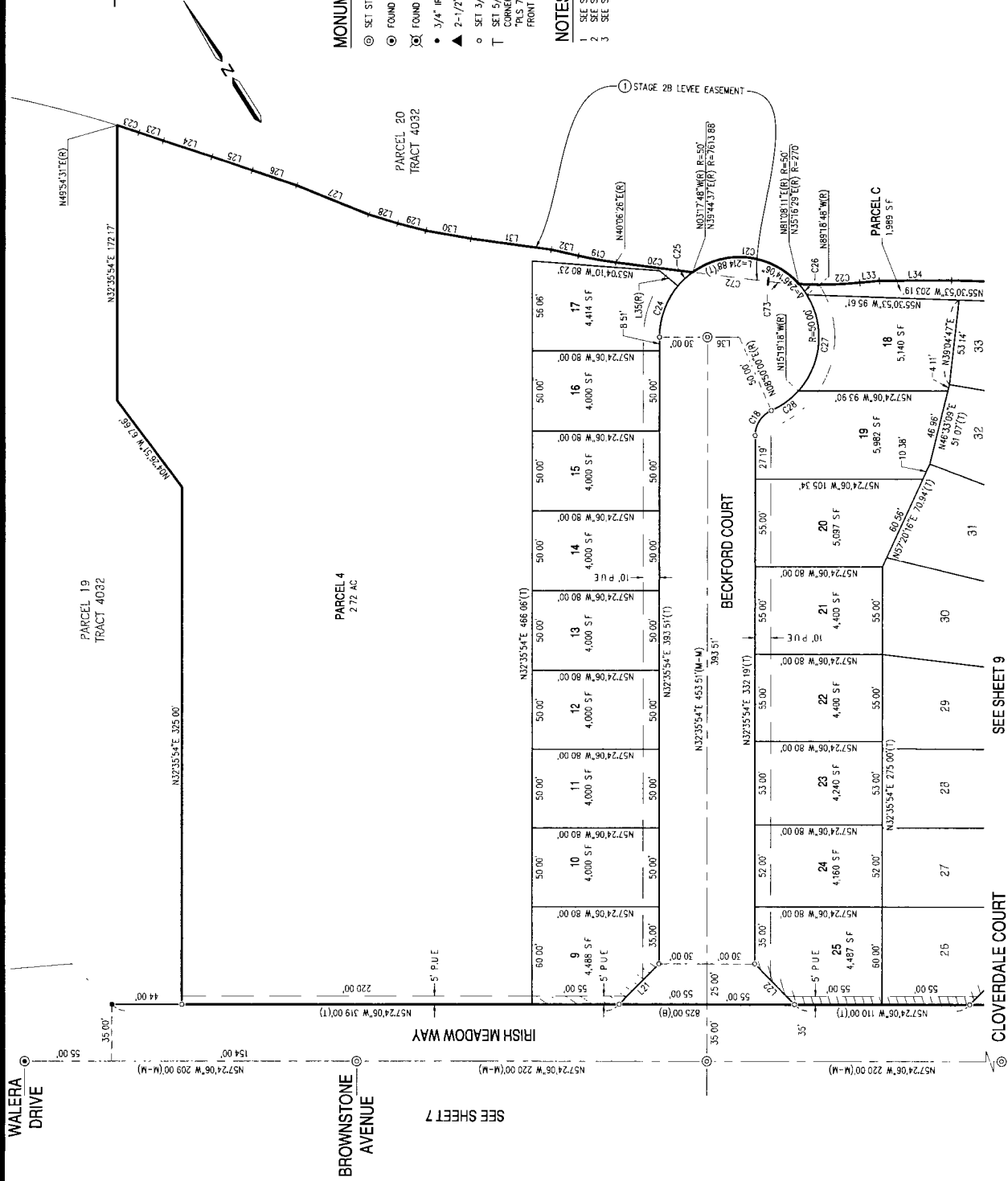


MONUMENTATION NOTES

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ FOUND MONUMENT PER TRACT 4032 (R1)
- ⊗ FOUND MONUMENT PER TRACT 4088 (R2)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1) AND (R2)
- ▲ 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R1)
- SET 3/4" 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 SIDEWALK 1' 0" 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 10 FOR LINE AND CURVE TABLES



SEE SHEET 7

SEE SHEET 9

CLOVERDALE COURT

SEE SHEET 9

TRACT 4089 RIVER ISLANDS - STAGE 2B VILLAGE HH1

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 15 & 16 OF TRACT 4032 (43 MAP 142)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2021

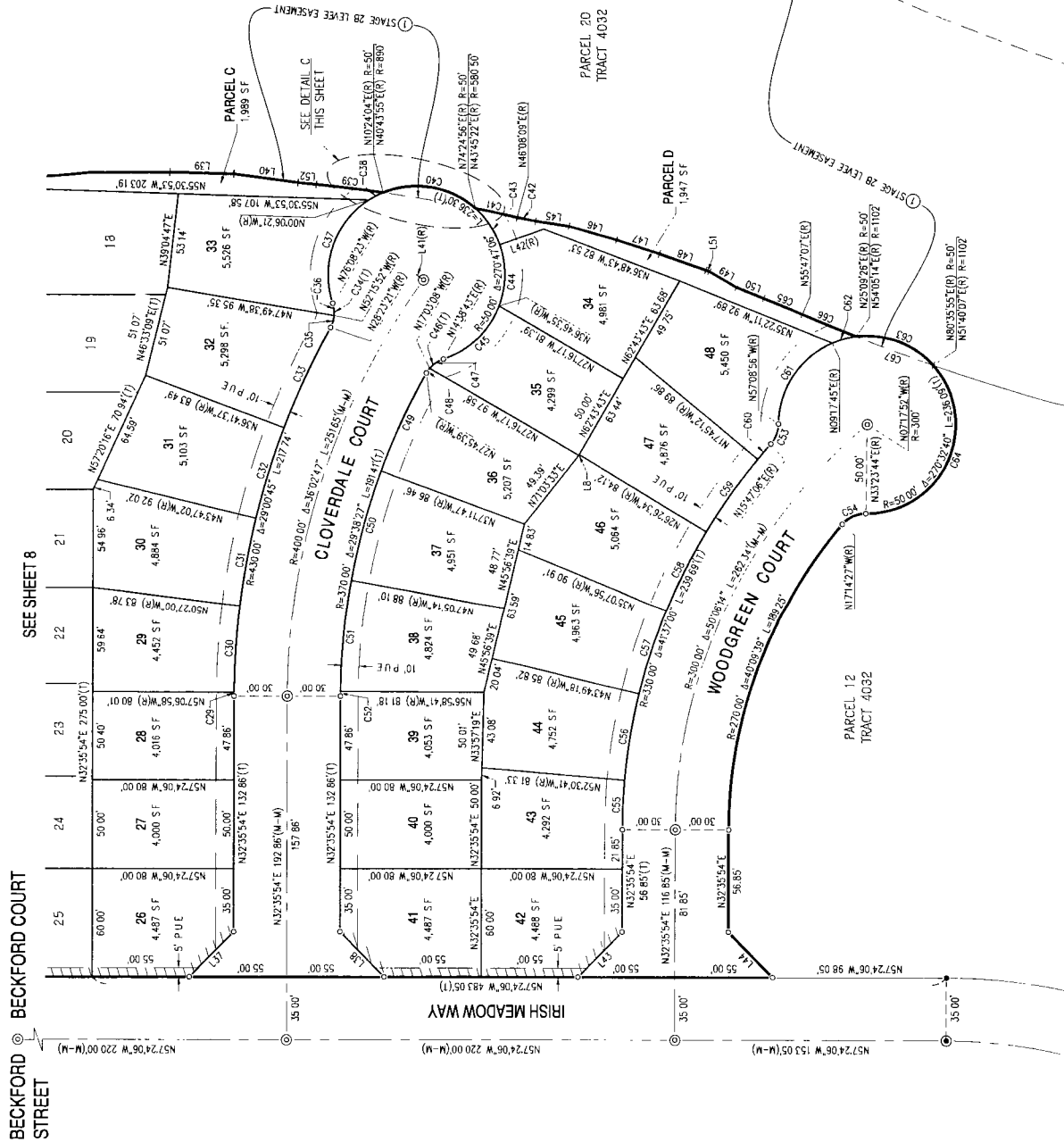


MONUMENTATION NOTES

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ FOUND MONUMENT PER TRACT 4032 (R1)
- ⊙ FOUND MONUMENT PER TRACT 4088 (R2)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1) AND (R2)
- ▲ 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R1)
- SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- ⊕ SET 2/8" 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 10 FOR LINE AND CURVE TABLES



DETAIL C
NO SCALE

TRACT 4089 RIVER ISLANDS - STAGE 2B VILLAGE HH1

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 15 & 16 OF TRACT 4032 (3 MAP 142)
CITY OF LAHOREP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST, 2021



LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 5 THROUGH 9 ONLY

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N77°35'54"E	35.36'
L2	N77°35'54"E	35.36'
L3	N72°24'06"W	35.36'
L4	N39°07'55"W	110.04'
L5	N39°05'58"W	4.96'
L6	N21°10'1"W	34.98'
L7	N85°10'52"W	34.66'
L8	N62°43'43"E	0.49'
L9	N13°20'47"W	34.77'
L10	N32°35'54"E	40.00'
L11	N44°46'56"E	35.99'
L12	N77°24'17"E	35.24'
L13	N15°18'53"W	31.42'
L14	N67°24'06"W	64.00'
L15	N77°35'54"E	35.36'
L16	N72°24'06"W	35.36'
L17	N72°24'06"W	35.36'
L18	N77°35'54"E	35.36'
L19	N72°24'06"W	35.36'
L20	N77°35'54"E	35.36'

LINE TABLE		
LINE	DIRECTION	LENGTH
L21	N77°35'54"E	35.36'
L22	N72°24'06"W	35.36'
L23	N38°58'04"W	16.16'
L24	N39°18'57"W	32.20'
L25	N38°48'52"W	26.72'
L26	N38°32'00"W	29.55'
L27	N35°25'48"W	48.83'
L28	N40°18'00"W	18.88'
L29	N43°10'41"W	18.46'
L30	N47°12'28"W	28.74'
L31	N49°32'18"W	50.84'
L32	N44°47'56"W	17.55'
L33	N67°49'44"W	12.40'
L34	N57°40'30"W	45.38'
L35	N74°25'37"W	14.97'
L36	N57°24'06"W	20.00'
L37	N77°35'54"E	35.36'
L38	N72°24'06"W	35.36'
L39	N55°51'24"W	35.98'
L40	N49°44'41"W	36.62'

LINE TABLE		
LINE	DIRECTION	LENGTH
L41	N47°21'07"W	5.00'
L42	N77°07'26"W	26.33'
L43	N77°35'54"E	35.36'
L44	N72°24'06"W	35.36'
L45	N48°36'35"W	19.17'
L46	N41°31'55"W	28.15'
L47	N39°45'46"W	25.51'
L48	N38°09'55"W	27.77'
L49	N27°13'20"W	17.80'
L50	N35°39'58"W	16.48'
L51	N37°29'07"W	2.15'
L52	N51°43'05"W	10.34'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	880.00	330°51'	47.60'
C2	580.50	03°20°3'	5.41'
C3	635.00	83°38'	95.06'
C4	55.00	90°00'00"	86.39'
C5	55.00	90°00'00"	86.39'
C6	970.00	238°06'	44.61'
C7	52.00	92°40'52"	84.11'
C8	1805.00	72°31'9"	232.77'
C9	1080.00	6°38'32"	125.21'
C10	370.00	03°38'48"	4.29'
C11	370.00	107°13'	65.89'
C12	370.00	100°35'3"	66.35'
C13	370.00	93°38'06"	62.22'
C14	1080.00	242°33'	51.07'
C15	1080.00	355°59'	74.14'
C16	1030.00	175°08'	25.51'
C17	1000.00	2°41'17"	46.92'
C18	17.00	66°14'06"	19.65'
C19	270.00	505°37'	24.00'
C20	7613.88	021°50'	48.35'
C21	50.00	84°25'59"	73.88'
C22	270.00	80°6'13"	38.19'
C23	730.00	107°26'	14.32'
C24	50.00	384°11'3"	34.63'
C25	50.00	147°50'5"	12.58'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C26	50.00	93°10'	8.33'
C27	50.00	73°59'30"	64.57'
C28	50.00	24°09'18"	21.08'
C29	430.00	07°10'8"	2.14'
C30	430.00	6°39'58"	50.03'
C31	430.00	6°39'58"	50.03'
C32	430.00	7°05'25"	53.21'
C33	430.00	8°18'16"	62.32'
C34	17.00	47°45'02"	14.17'
C35	17.00	23°52'31"	7.08'
C36	17.00	23°52'31"	7.08'
C37	50.00	76°02'03"	66.35'
C38	50.00	10°30'25"	9.17'
C39	880.00	272°00'	38.06'
C40	50.00	64°00'51"	55.86'
C41	580.50	272°46'	24.11'
C42	120.00	51°44'	10.64'
C43	50.00	283°39'	24.92'
C44	50.00	40°14'51"	35.12'
C45	50.00	51°25'18"	44.87'
C46	17.00	42°24'22"	12.58'
C47	17.00	31°41'51"	9.40'
C48	17.00	10°42'31"	3.18'
C49	370.00	97°6'08"	60.93'
C50	370.00	95°3'27"	63.87'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C51	370.00	95°22'	63.87'
C52	370.00	02°52'5"	2.73'
C53	17.00	41°21'50"	12.77'
C54	17.00	50°38'11"	15.02'
C55	330.00	45°25'	28.17'
C56	330.00	84°122'	50.05'
C57	330.00	84°122'	50.05'
C58	330.00	84°122'	50.05'
C59	330.00	84°122'	50.05'
C60	330.00	1°58'06"	11.34'
C61	50.00	62°26'41"	57.98'
C62	50.00	15°51'41"	13.84'
C63	50.00	55°26'29"	48.38'
C64	50.00	132°47'49"	115.88'
C65	930.00	727°05'	23.56'
C66	1102.00	141°53'	32.66'
C67	1102.00	225°07'	46.52'
C70	1000.00	143°09'	30.00'
C71	1000.00	474°26"	76.92'
C72	7613.88	021°36"	47.85'
C73	270.00	406°32"	19.36'

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4089 Village "HH"

EXHIBIT "B"

TRACT 4089 VILLAGE "HH" AREA

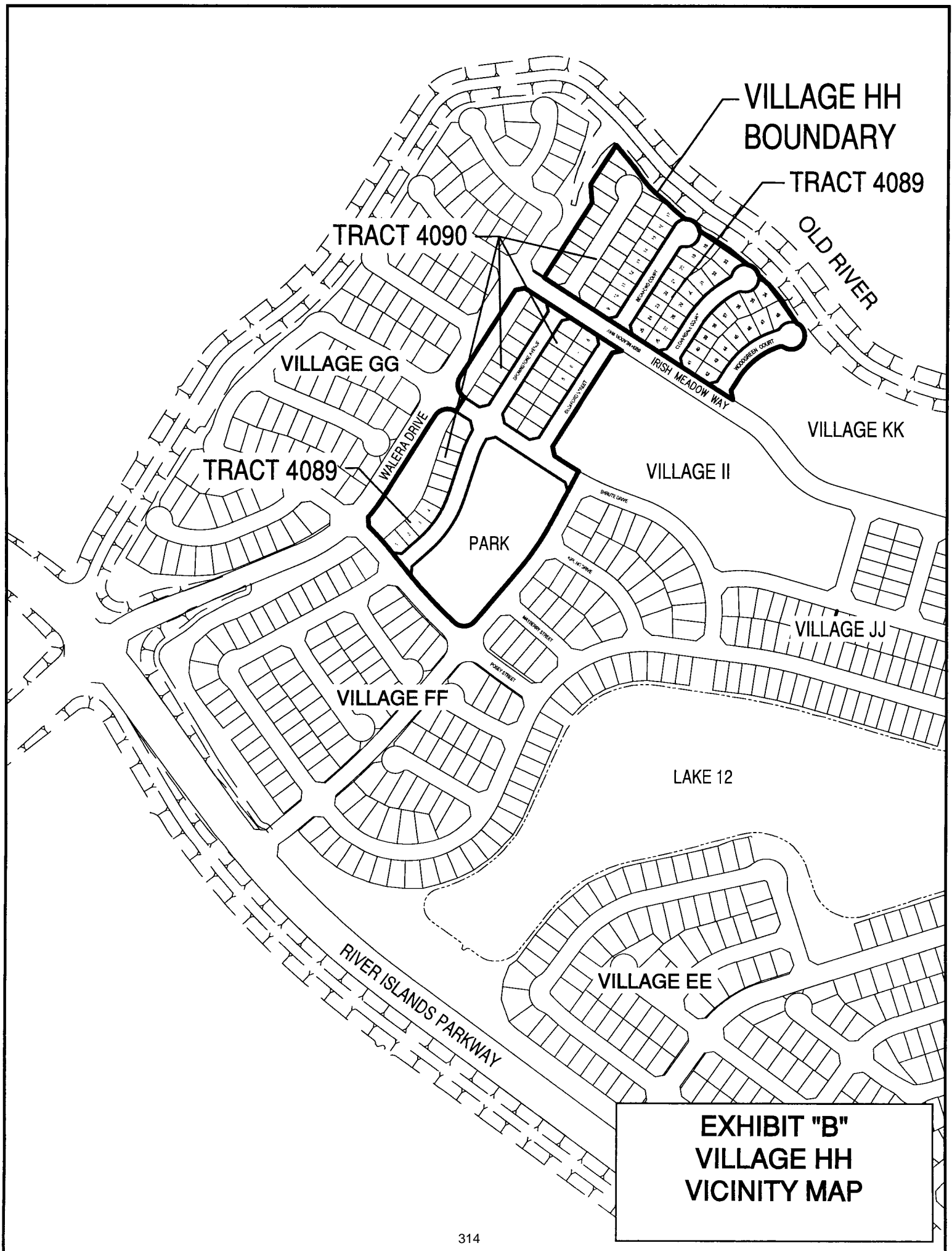


EXHIBIT "B"
VILLAGE HH
VICINITY MAP

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.

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.

United Specialty Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
VEN 051 00 (02/20)**

PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** of the **COMMERCIAL GENERAL LIABILITY COVERAGE PART**, and supersedes any provision to the contrary:

Primary and Non-Contributory Insurance

Any coverage provided to an Additional Insured under this policy shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless:

- a. (1) The Additional Insured is a Named Insured under such other insurance;
and
 - (2) A fully written contract fully executed prior to the Named Insured's commencement of work for such Additional Insured for the specific project that is the subject of the claim, "suit," or "occurrence" expressly requires that this insurance:
 - (i) apply on a primary and non-contributory basis;
and
 - (ii) would not seek contribution from any other insurance available to the additional insured.
- or
- b. Prior to a loss, you request in writing and we agree in writing that this insurance shall apply on a primary and non-contributory basis.

Name Of Person(s) Or Organization(s)
As Required By Written Contract, Fully Executed Prior To The Named Insured's Work.

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

Policy: ATN217764P

UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 064 00 (01/15)

THIRD PARTY CANCELLATION NOTICE ENDORSEMENT

This endorsement modifies the 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

Name and Address of Other Person/Organization

**City of Lathrop, its officers, City Council,
boards and commissions and members thereof,
its employees and agents
390 Towne Centre Drive
Lathrop, CA 95330**

Number of Days Notice

30

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4089 Village "HH"

EXHIBIT "D"

**UNFINISHED IMPROVEMENT COST ESTIMATE
AND VILLAGE "HH" – FULL IMPROVEMENT COST**

ENGINEER'S BOND ESTIMATE

COST TO COMPLETE

RIVER ISLANDS - Stage 2B

VILLAGE HH (91 LOTS)

CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

August 11, 2021

Job No.: 25503-51

Item	Description	Quantity	Unit	Unit Price	Amount
1	Sanitary Sewer Raising Iron & Setting SSCO boxes (0% Completion)	1	LS	\$ 42,600.00	\$ 42,600.00
2	Domestic Water Raising Iron & Setting Water Boxes (0% Completion)	1	LS	\$ 46,300.00	\$ 46,300.00
3	Joint Trench (60% Completion)	1	LS	\$ 91,000.00	\$ 91,000.00
4	Striping & Mounments (0% Completion)	1	LS	\$ 12,000.00	\$ 12,000.00
TOTAL COST TO COMPLETE					\$ 191,900.00

Notes:

- 1) Estimate for cost to complete based on contractor's note for Village HH dated 08/11/2021



OPINION OF PROBABLE COST

River Islands Parkway - Village HH - Phase 2 - Streetscape

Lathrop, CA

100% Submittal

4/15/2021

ITEM DESCRIPTION	UNIT	QUANT.	UNIT COST	AMOUNT
A. Site Preparation				
1 Site Grading (Fine)	SF	130,695	\$0.50	\$65,347.50
SUB-TOTAL				\$65,347.50
B. Flatwork / Surfacing / Walls				
1 12" Concrete Mow Curb	LF	30	\$12.00	\$360.00
2 4"-6" Cobble	SF	95	\$2.20	\$209.00
3 Aluminum Edging	LF	35	\$10.00	\$350.00
4 Cobble set in Concrete	SF	387	\$10.00	\$3,870.00
5 Boulders	EA	43	\$150.00	\$6,450.00
6 Wood Perimeter Fence	LF	1,874	\$32.00	\$59,968.00
7 Open Space Rail Fence	LF	1,414	\$32.00	\$45,248.00
8 Open Space Rail Fence Pilaster	EA	107	\$1,000.00	\$107,000.00
9 Open Space Rail Fence Pilaster with Light	EA	21	\$2,000.00	\$42,000.00
10 Open Space Rail Fence Footing	EA	91	\$500.00	\$45,500.00
SUB-TOTAL				\$310,955.00
C. Features				
1 Removable Bollard	EA	3	\$2,000.00	\$6,000.00
SUB-TOTAL				\$6,000.00
D. Planting				
1 1 Gallon Shrubs	EA	2,148	\$8.25	\$17,721.00
2 5 Gallon Shrubs	EA	2,851	\$18.00	\$51,318.00
3 15 Gallon Trees	EA	140	\$120.00	\$16,800.00
4 Hydroseed - Wildflower Mix	SF	37,856	\$0.35	\$13,249.60
5 Hydroseed - Bio-Filtration Mix	SF	19,800	\$0.35	\$6,930.00
6 Soil Conditioning & Amendments	SF	130,695	\$0.30	\$39,208.50
7 Bark	SF	52,098	\$0.25	\$13,024.50
8 Root Barrier	LF	1,708	\$9.00	\$15,372.00
SUB-TOTAL				\$173,623.60
E. Irrigation Controls & Distribution				
1 6" Pop-Up Spray Nozzle	EA	265		
2 12" Pop-Up Rotor	EA	195		
3 Tree RWS System	EA	280		
4 Pipe Transition Points	EA	37		
5 Flush Cap and Valve Box	EA	74		
6 Operation Indicator	EA	74		
7 18" o.c. In-line Drip Tubing Irrigation System	LN	27,651		
8 1" Valves/Filter, Boxes & Decoders	EA	24		
9 1" Valves, Boxes & Decoders	EA	75		
10 3/4" Quick Couplers	EA	24		
11 Gate Valve	EA	8		

12 Sch 40 Ball Valve	EA	37		
13 3/4" Lateral Line	LF	8,906		
14 1" Lateral Line	LF	1,484		
15 1 1/4" Lateral Line	LF	2,969		
16 1 1/2" Lateral Line	LF	1,484		
17 Drip Header	LF	202		
18 3" Mainline	LF	3,055		
19 Pipe Sleeve	LF	536		
20 1" Conduit for Control Wires	LF	3,551		
21 Irrigation Sub-Total	SF	130,695	\$2.02	\$264,003.90

		SUB-TOTAL		\$264,003.90
		TOTAL		\$819,930.00
		10% Contingency		\$81,993.00
		Construction Total		\$901,923.00

NOTES:

1. _____

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 |

2. _____

This estimate is for bonding purposes only and not to be used for bidding purposes.

ENGINEER'S PRELIMINARY COST ESTIMATE
VILLAGE HH (91 UNITS)
STAGE 2B
RIVER ISLANDS
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

July 16, 2019
Job No.: 25503-51

Item	Description	Quantity	Unit	Unit Price	Amount
<u>ROADWAY</u>					
1	Fine Grading	214,000	SF	\$ 0.45	\$ 96,300.00
2	3" AC Paving	65,400	SF	\$ 1.50	\$ 98,100.00
3	4.5" AC Paving	42,200	SF	\$ 2.25	\$ 94,950.00
4	7" Aggregate Base	65,400	SF	\$ 1.05	\$ 68,670.00
5	8" Aggregate Base	42,200	SF	\$ 1.20	\$ 50,640.00
6	Vertical Curb and Gutter <i>(with AB cushion)</i>	1,100	LF	\$ 15.00	\$ 16,500.00
7	Rolled Curb and Gutter <i>(with AB cushion)</i>	5,600	LF	\$ 15.00	\$ 84,000.00
8	Concrete Sidewalk	30,000	SF	\$ 5.00	\$ 150,000.00
9	Driveway Approach	91	EA	\$ 600.00	\$ 54,600.00
10	Survey Monuments	9	EA	\$ 300.00	\$ 2,700.00
11	Traffic Signing & Striping	3,100	LF	\$ 5.00	\$ 15,500.00
12	Dewatering <i>(budget)</i>	3,100	LF	\$ 75.00	\$ 232,500.00
Subtotal Roadway					\$ 964,460.00
<u>STORM DRAIN</u>					
13	15" Storm Drain Pipe	500	LF	\$ 34.00	\$ 17,000.00
14	18" Storm Drain Pipe	450	LF	\$ 46.00	\$ 20,700.00
15	42" Storm Drain Pipe	430	LF	\$ 120.00	\$ 51,600.00
16	Catch Basins <i>(type A inlet)</i>	6	EA	\$ 2,400.00	\$ 14,400.00
17	Catch Basins <i>(type A inlet over type I manhole base)</i>	7	EA	\$ 2,800.00	\$ 19,600.00
18	Catch Basins <i>(type A inlet over type II manhole base)</i>	1	EA	\$ 5,000.00	\$ 5,000.00
19	Connect to Existing	8	EA	\$ 1,700.00	\$ 13,600.00
Subtotal Storm Drain					\$ 141,900.00
<u>SANITARY SEWER</u>					
20	8" Sanitary Sewer Pipe	3,100	LF	\$ 28.00	\$ 86,800.00
21	Manholes	13	EA	\$ 4,000.00	\$ 52,000.00
22	Sewer Service	92	EA	\$ 600.00	\$ 55,200.00
23	Sewer Stub & Plug	2	EA	\$ 1,000.00	\$ 2,000.00
24	Connect to Existing	10	EA	\$ 3,000.00	\$ 30,000.00
Subtotal Sanitary Sewer					\$ 226,000.00

Item	Description	Quantity	Unit	Unit Price	Amount
<u>WATER SUPPLY</u>					
25	8" Water Line <i>(including all appurtenances)</i>	3,300	LF	\$ 32.00	\$ 105,600.00
26	8" GV	11	EA	\$ 1,550.00	\$ 17,050.00
27	Blow-Off	5	EA	\$ 4,000.00	\$ 20,000.00
28	ARV	6	EA	\$ 2,500.00	\$ 15,000.00
29	Fire Hydrants	8	EA	\$ 4,000.00	\$ 32,000.00
30	1-1/2" Water Service	91	EA	\$ 2,000.00	\$ 182,000.00
31	2" Water Service	1	EA	\$ 2,000.00	\$ 2,000.00
32	Water Plug & Stub	2	EA	\$ 1,000.00	\$ 2,000.00
33	Connect to Existing	10	EA	\$ 4,000.00	\$ 40,000.00
Subtotal Potable Water					\$ 415,650.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 1,749,000.00
COST PER LOT					\$ 19,220.00

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, landscaping, irrigation, or street trees.

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAPS
(RIVER ISLANDS AT LATHROP)**

September 13, 2021

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 4089; Escrow No. 1214021804

Dear Lori:

This letter constitutes the joint escrow instructions ("**Escrow Instructions**") of River Islands Stage 2B, LLC, a Delaware limited liability company ("**RIS2B**") 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 RIS2B 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 30, 2021, at the time designated in writing by RIS2B, subject to satisfaction of the conditions set forth below (each a "**Closing**"). If the Final Map has not been recorded by June 30, 2022, 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 and RIS2B for recordation in the Official Records of San Joaquin County, California ("**Official Records**").

B.1. One original Final Map for Tract 4089, executed and acknowledged by the City (provided to title by City).

B.2. One original Common Use Agreement with Island Reclamation District No. 2062 for portions of Beckford Court, Cloverdale Court and Woodgreen Court, including Offer of Dedication for Public Utility Easements (provided to title by City).

The documents listed in Items B.1 and B.2 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

JOINT ESCROW INSTRUCTIONS RECORDATION OF FINAL MAPS (RIVER ISLANDS AT LATHROP)

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. 2020-1 (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 2020-1 and Island Reclamation District No. 2013-1 must be delivered to Jeanne Zolezzi 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 RIS2B, 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 RIS2B 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 RIS2B.

- 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 **\$52,362.75**, 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 **\$3,328.00** multiplied by **15.734** 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@riverislands.com); (b) Debbie Belmar (dbelmar@riverislands.com); (c) Brad Taylor (btaylor@ci.lathrop.ca.us); (d) Salvador Navarrete (snavarrete@ci.lathrop.ca.us); (e) Glenn Gebhardt (ggebhardt@ci.lathrop.ca.us), (f) Sandra Lewis (slewis@ci.lathrop.ca.us), and have confirmation (by telephone or email) from Susan Dell'Osso and Glenn Gebhardt or Brad Taylor 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

JOINT ESCROW INSTRUCTIONS RECORDATION OF FINAL MAPS (RIVER ISLANDS AT LATHROP)

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.

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;

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAPS
(RIVER ISLANDS AT LATHROP)**

E.4. Refund any funds delivered to you by RIS2B 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 2B, LLC
73 W. Stewart Road
Lathrop, CA 95330
Attn: Susan Dell’Osso

E.5. Notify Susan Dell’Osso (sdelloso@riverslands.com), Debbie Belmar (dbelmar@riverislands.com), Glenn Gebhardt (ggebhardt@ci.lathrop.ca.us), Brad Taylor (btaylor@ci.lathrop.ca.us), Sandra Lewis (slewis@ci.lathrop.ca.us), Teresa Vargas (tvargas@ci.lathrop.ca.us), Sarah Pimentel (spimentel@ci.lathrop.ca.us), and Jose Molina (JMolina@sigov.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 2B, LLC, 73 W. Stewart Road, Lathrop, CA 95330; and (2) Mr. Glenn Gebhardt, City Engineer, 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.

The Escrow Instructions may be modified only in a writing signed by both of the undersigned.

Very truly yours,

Stephen J. Salvatore Date
City Manager
City of Lathrop

Susan Dell’Osso Date
President
River Islands Stage 2B, LLC

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAPS
(RIVER ISLANDS AT LATHROP)**

ESCROW INSTRUCTIONS
ACKNOWLEDGEMENT AND AGREEMENT:

Receipt of the foregoing Escrow Instructions from RIS2B 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 RIS2B 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: _____

OWNER'S STATEMENT

THE UNDERSIGNED DOES HEREBY STATE THAT THEY ARE THE OWNER(S) OF OR HAVE RECORD TITLE INTEREST IN THE LAND DESCRIBED AND EMBARDED WITHIN THE EXTERIOR BOUNDARY LINE OF THE HEREIN EMBARDED FINAL MAP ENTITLED "TRACT 4089, RIVER ISLANDS-STAGE 2B, VILLAGE HH1", CITY OF LATHROP, CALIFORNIA, CONSISTING OF TEN (10) 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 REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES

1. THE UNDERSIGNED DOES HEREBY DEDICATE TO THE CITY OF LATHROP FOR PUBLIC RIGHT-OF-WAY PURPOSES, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS BECKFORD STREET, BECKFORD COURT, BROWNSTONE AVENUE, CLOVERDALE COURT, SHRIVE DRIVE AND WOODGREEN COURT AS SHOWN ON THIS FINAL MAP.

2. THE UNDERSIGNED DOES HEREBY DEDICATE A NON-EXCLUSIVE EASEMENT TO THE CITY OF LATHROP 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 REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES

1. THE UNDERSIGNED DOES HEREBY DEDICATE TO THE CITY OF LATHROP PARCELS A AND B FOR PURPOSES OF OPEN SPACE AND PARK, INCLUDING PUBLIC UTILITIES, STORM DRAIN FACILITIES, SANITARY SEWER FACILITIES, FENCE, MAINTENANCE, 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 1, 8, 9, 25, 26, 41 AND 42, ALONG THE LOT LINES AS INDICATED BY THE SYMBOL ||||| AS SHOWN ON THIS FINAL MAP.

TO ENSURE MUNICIPAL WATER SERVICES TO ALL LOTS SHOWN UPON THIS MAP, ALL GROUND WATER RIGHTS TO THE CITY OF LATHROP MAY HAVE WITHIN THE DISTINCTIVE BORDER UPON THIS MAP, HEREBY ARE DEDICATED TO THE CITY OF LATHROP.

THE UNDERSIGNED DOES HEREBY RESERVE PARCELS C AND D AS SHOWN ON THIS MAP, SAID PARCELS ARE NOT DEDICATED HEREON, BUT WILL BE CONVEYED TO ISLAND RECLAMATION DISTRICT NO 2082 BY SEPARATE DOCUMENT SUBSEQUENT TO THE FILING OF THIS FINAL MAP.

THE UNDERSIGNED DOES HEREBY RESERVE PARCEL 1 THROUGH 4 FOR FUTURE DEVELOPMENT

OWNER: RIVER ISLANDS STAGE 2B, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: SUSAN DELL'ROSSO, DATE: _____

ITS: PRESIDENT

DATED THIS _____ DAY OF _____, 2021

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 2017-150711 AND FURTHER AMENDED IN DOCUMENT RECORDED APRIL 15, 2020 AS DOCUMENT NUMBER 2020-046805, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

BY: _____ DATE: _____
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 _____, 2021 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/HEIR AUTHORIZED CAPACITY(IES), 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: _____

**TRACT 4089
RIVER ISLANDS - STAGE 2B
VILLAGE HH1**

A PORTION OF RANCHO EL PESCADEIRO, BEING A SUBDIVISION OF PARCELS 15 & 16 OF TRACT 4027 (43 MAP 142) CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA AUGUST 2021



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 EMBARDED MAP ENTITLED "TRACT 4089, RIVER ISLANDS-STAGE 2B, VILLAGE HH1", CITY OF LATHROP, CALIFORNIA, CONSISTING OF TEN (10) SHEETS, THIS STATEMENT WAS PRESENTED TO SAID CITY COUNCIL, _____, 2021, AND THAT SAID CITY COUNCIL HELD ON THE _____ DAY OF _____, 2021, AND THAT SAID CITY COUNCIL DID HEREOFUPON BY RESOLUTION NO. _____ DULY PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP, AND AUTHORIZED ITS RECORDEMENT, AND ACCEPTED ON BEHALF OF THE CITY OF LATHROP, FOR PUBLIC USE, THE REDUPLICATION OF ACCESS RIGHTS TO LOTS 1, 8, 9, 25, 26, 41 AND 42, ALONG THE LOT LINES AS INDICATED BY THE SYMBOL |||||, THE DEDICATION OF ALL PUBLIC UTILITY EASEMENTS AS SHOWN ON SAID MAP SUBJECT TO THE IMPROVEMENTS BEING COMPLETED IN ACCORDANCE WITH CHAPTER 16, TITLE 1616 OF THE CITY OF LATHROP MUNICIPAL CODE.

ALSO, PURSUANT TO SECTION 66434(G) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE CITY OF LATHROP DOES HEREBY ABANDON THE NON-EXCLUSIVE PUBLIC UTILITY EASEMENT FOR PUBLIC PURPOSES RECORDED MAY 27, 2021, AS DOCUMENT NUMBER 2021-089883, AND THE PUBLIC UTILITY EASEMENT RECORDED MAY 27, 2021, AS DOCUMENT NUMBER 2021-071071, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WITHIN THE BOUNDARY OF THIS FINAL MAP.

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

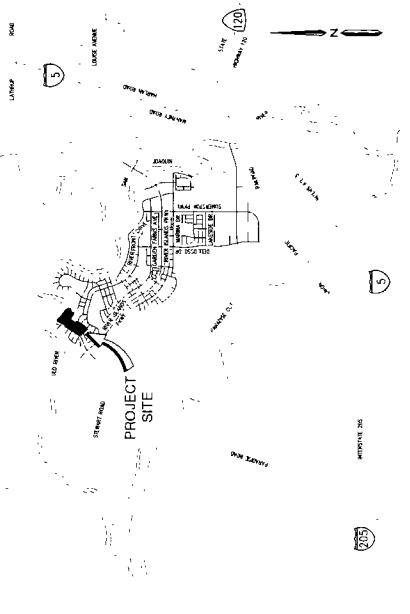
ON _____, 2021 BEFORE ME, _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/HEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/HEIR SIGNATURE(S) 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: _____

EXEMPT FROM FEE PER GOVERNMENT CODE 213881. DOCUMENT RECORDED IN CONNECTION WITH A CONCURRENT TRANSFER SUBJECT TO THE IMPOSITION OF DOCUMENTARY TRANSFER TAX.



VICINITY MAP
NOT TO SCALE

SECRETARY OF THE PLANNING COMMISSIONS STATEMENT

THIS MAP CONFORMS TO AMENDED VESTING TENTATIVE MAP NO. 3684 APPROVED BY THE PLANNING COMMISSION DATED THIS _____ DAY OF _____, 2021.

MARK MESSNER, COMMUNITY DEVELOPMENT DIRECTOR

CITY ENGINEER'S STATEMENT

I, GLENN GERHARDT, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA AND I HAVE REVIEWED AND APPROVED THE AMENDED VESTING TENTATIVE MAP NO. 3684, AND I HAVE REVIEWED THE CITY OF LATHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWS HEREON IS SUBSTANTIALLY THE SAME AS APPLIED ON THE AMENDED VESTING TENTATIVE MAP NO. 3684, AND ANY APPROVED ALTERATIONS THEREOF. 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 THERE TO, APPLICABLE AT THE TIME OF APPROVAL OF AMENDED VESTING TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2021



GLENN GERHARDT, R.C.E. 31481
CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2021, AT _____ M
IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____ AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY
FEE \$ _____

STEVE BESTOLARIDES, ASSISTOR-RECORDER-COUNTY CLERK, SAN JOAQUIN COUNTY, CALIFORNIA
BY _____ ASSISTANT/DEPUTY RECORDER

CITY SURVEYORS STATEMENT

I, DARRYL A. ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4089, RIVER ISLANDS-STAGE 2B, VILLAGE HHT", CITY OF LAHROP, CALIFORNIA, AND I AM SATISFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2021

DARRYL A. ALEXANDER, P.L.S. NO. 5071
 ACTING CITY SURVEYOR



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 ORDINANCES. I AM NOT PROVIDING ANY WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. 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 APPROVED AMENDED VESTING TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2021

OCEAN CRAWFORD, P.L.S. NO. 7788



RECITALS

- RIGHT TO FARM STATEMENT. THE CITY OF LAHROP, CALIFORNIA, HAS ADOPTED ORDINANCES, TITLE 15, CHAPTER 15.46-04, THE CITY OF LAHROP OPEN SPACE PRESERVATION AND PROTECTION ACT, WHICH PROVIDES THAT THE CITY OF LAHROP SHALL ENCOURAGE AND SUPPORT THE USE OF LAND THAT UTILIZES CHEMICAL FERTILIZERS AND PESTICIDES. YOU ARE HEREBY NOTICED 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, BURNING, HARVESTING, BURNING OF AGRICULTURAL WASTE PRODUCTS, PROTECTION OF CROPS FROM PESTS AND WEEDS, AND OTHER AGRICULTURAL OPERATIONS. YOU ARE HEREBY ADVISED THAT THE PROPERTY YOU ARE PURCHASING IS 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 SOIL REPORT ENTITLED "GEOCHEMICAL EXPLORATION, RIVER ISLANDS PHASE 1, LAHROP, CALIFORNIA" REFERRED AS PROJECT NO. 504-5-001-01 AND DATED JULY 29, 2005, HAS BEEN PREPARED FOR THIS PROJECT AND IS ATTACHED TO THIS MAP AS EXHIBIT A. THE REPORT INDICATES THAT THE PROPERTY CONTAINS 21.77 ACRES OF TRACT 4089, RIVER ISLANDS-STAGE 2B, VILLAGE HHT, CONTAINS 48 RESIDUALS WITH A TOTAL AREA OF 21.77 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).
- BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 1214021604-18, (VERSION 2) DATED JULY 12, 2021, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

TRACT 4089 AREA SUMMARY	
LOTS 1 THROUGH 48	5,046 AC±
STREET DEDICATIONS	4,862 AC±
PARCELS A THROUGH D	5,826 AC±
PARCEL 1 THROUGH 4	6,040 AC±
TOTAL	21.77 AC±

REFERENCES

- (R1) TRACT 4032, RIVER ISLANDS-STAGE 2B, LARGE LOT FINAL MAP, FILED OCTOBER 8, 2020, IN BOOK 43 OF MAPS AND PLATS, PAGE 142, S.J.C.R. (43 MAP 142)
- (R2) TRACT 4057, RIVER ISLANDS-STAGE 2B, VILLAGE FF, FILED MARCH 19, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 163, S.J.C.R. (43 MAP 163)
- (R3) TRACT 4052, RIVER ISLANDS-STAGE 2B, VILLAGE JJI, FILED JANUARY 29, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 157, S.J.C.R. (43 MAP 157)

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.
2. LEVEE EASEMENT IN FAVOR OF RECLAMATION DISTRICT 2062 PER DOCUMENT NUMBER 2018-0600089, S.J.C.R.

CERTIFICATE OF DEDICATION

THE FOLLOWING REAL PROPERTY IS DEDICATED BY RIVER ISLANDS STAGE 2B, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS FOLLOWS:

1. PARCELS A AND B, FOR PURPOSES OF LANDSCAPE OPEN SPACE INCLUDING PUBLIC UTILITIES AND STORM DRAIN FACILITIES, AND PEDESTRIAN INGRESS AND EGRESS.

THE CITY OF LAHROP 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.

EASEMENT ABANDONMENT NOTE

THE NON-EXCLUSIVE PUBLIC UTILITY EASEMENT FOR PUBLIC PURPOSES RECORDED MAY 21, 2021, AS DOCUMENT NUMBER 2021-088993, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND THE PUBLIC UTILITY EASEMENT RECORDED JULY 29, 2005, AS DOCUMENT NUMBER 2005-01046177, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WHICH TRACT 4089 IS BEING ABANDONED BY THIS FINAL MAP PLEASE REFER TO THE CITY CLERK'S STATEMENT ON SHEET 1.

**TRACT 4089
 RIVER ISLANDS - STAGE 2B
 VILLAGE HHT**

A PORTION OF RANCHO EL PESCADOR, BEING A SUBDIVISION OF PARCELS 15 & 16 OF TRACT 4032 (43 MAP 142) CITY OF LAHROP, SAN JOAQUIN COUNTY, CALIFORNIA AUGUST 2021



LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEET 3 ONLY

LINE	DIRECTION	LENGTH
L1	N5724.06°W	44.00'
L2	N3235.54°E	325.00'
L3	N426.51°W	67.66'
L4	N3235.54°E	172.17'
L5	N358.50°W	16.16'
L6	N30185.7°W	32.20'
L7	N3848.57°W	26.72'
L8	N3832.00°W	29.55'
L9	N3579.48°W	48.83'
L10	N4218.00°W	18.88'
L11	N4310.41°W	18.46'
L12	N4712.28°W	28.74'
L13	N4932.18°W	50.84'
L14	N4447.56°W	17.55'
L15	N6248.44°W	12.40'
L16	N5740.30°W	45.38'
L17	N5551.74°W	35.98'
L18	N4944.41°W	36.62'
L19	N5143.05°W	10.34'
L20	N4836.35°W	19.17'

LINE	DIRECTION	LENGTH
L21	N4131.50°W	28.15'
L22	N3945.46°W	25.51'
L23	N3800.55°W	27.77'
L24	N3729.07°W	2.15'
L25	N2713.20°W	17.60'
L26	N3539.58°W	16.48'
L27	N3235.54°E	56.85'
L28	N224.06°W	35.36'
L29	N5724.06°W	825.00'
L30	N5724.06°W	98.05'
L31	N5724.06°W	967.05'
L32	N5724.06°W	962.05'
L33	N5724.06°W	538.05'
L34	N5724.06°W	424.00'
L35	N7735.54°E	35.36'
L36	N3235.54°E	405.00'
L37	N1224.06°W	35.36'
L38	N5724.06°W	59.71'
L39	N2811.28°E	210.66'
L40	N4021.37°E	254.03'

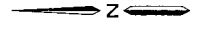
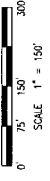
LINE	DIRECTION	LENGTH
L41	N3907.59°W	110.04'
L42	N3905.58°W	4.96'
L43	N717.03°W	34.39'
L44	N3235.54°E	347.24'
L45	N3235.54°E	60.00'
L46	N3235.54°E	30.00'
L47	N5724.06°W	90.00'
L48	N3235.54°E	375.00'
L49	N7735.54°E	35.36'
L50	N4218.00°W	30.00'
L51	N4021.37°E	215.30'
L52	N4021.37°E	122.65'
L53	N2811.28°E	180.19'
L54	N2811.28°E	30.01'

CURVE	RADIUS	BETA	LENGTH
C1	600.00	34°55'13"	385.68'
C2	1835.00	2°39'57"	85.38'
C3	730.00	107°26"	14.32'
C4	270.00	5°05'37"	24.00'
C5	7613.88	07°15'0"	48.35'
C6	50.00	84°25'59"	73.68'
C7	270.00	8°06'13"	38.19'
C8	880.00	227°00"	38.06'
C9	50.00	64°00'51"	55.86'
C10	580.50	272°48"	24.11'
C11	1200.00	5°04'44"	10.84'
C12	930.00	127°05"	23.56'
C13	1002.00	1°41'33"	32.66'
C14	50.00	188°14'18"	164.27'
C15	17.00	50°38'11"	15.02'

CURVE	RADIUS	DELTA	LENGTH
C16	270.00	40°09'59"	189.25'
C17	970.00	2°38'06"	44.61'
C18	970.00	12°10'09"	206.02'
C19	52.00	92°40'52"	84.11'
C20	685.00	72°3'19"	232.77'
C21	1080.00	6°38'32"	125.21'
C22	635.00	8°34'38"	95.06'
C23	55.00	90°00'00"	86.39'
C24	55.00	90°00'00"	86.39'
C25	1000.00	7°49'27"	136.56'
C26	1000.00	4°20'42"	75.84'
C27	1000.00	1°43'09"	30.00'

TRACT 4089 RIVER ISLANDS - STAGE 2B VILLAGE HH1

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 15 & 16 OF TRACT 4032 (43 MAP 142)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2021



LEGEND

- ⊙ MONUMENT TO BE SET
- ⊙ FOUND MONUMENT PER (R1)
- ⊙ MONUMENT TO BE SET PER (R2)
- ⊙ FOUND 3/4" IRON PIPE WITH CAP STAMPED "PLS 7786" PER (R1) AND (R2), RESPECTIVELY
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 776" PER (R1)
- RESTRICTED ACCESS
- BOUNDARY
- LOT LINE OR RIGHT-OF-WAY LINE
- EASEMENT LINE
- CENTERLINE
- 200.00' (R1)
- (R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
- (M-B) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2
- (M-W) MONUMENT TO BOUNDARY
- (R) MONUMENT TO MONUMENT
- (T) RADIAL BEARING
- (B) BOUNDARY
- (N) DOCUMENT NUMBER
- (P.U.E.) PUBLIC UTILITY EASEMENT
- (W.E.) WALL EASEMENT
- (W.C.) WITNESS CORNER
- (U/C1/R1) LINE, CURVE, RADIAL LINE
- ① EASEMENT REFERENCE NUMBER

NOTES

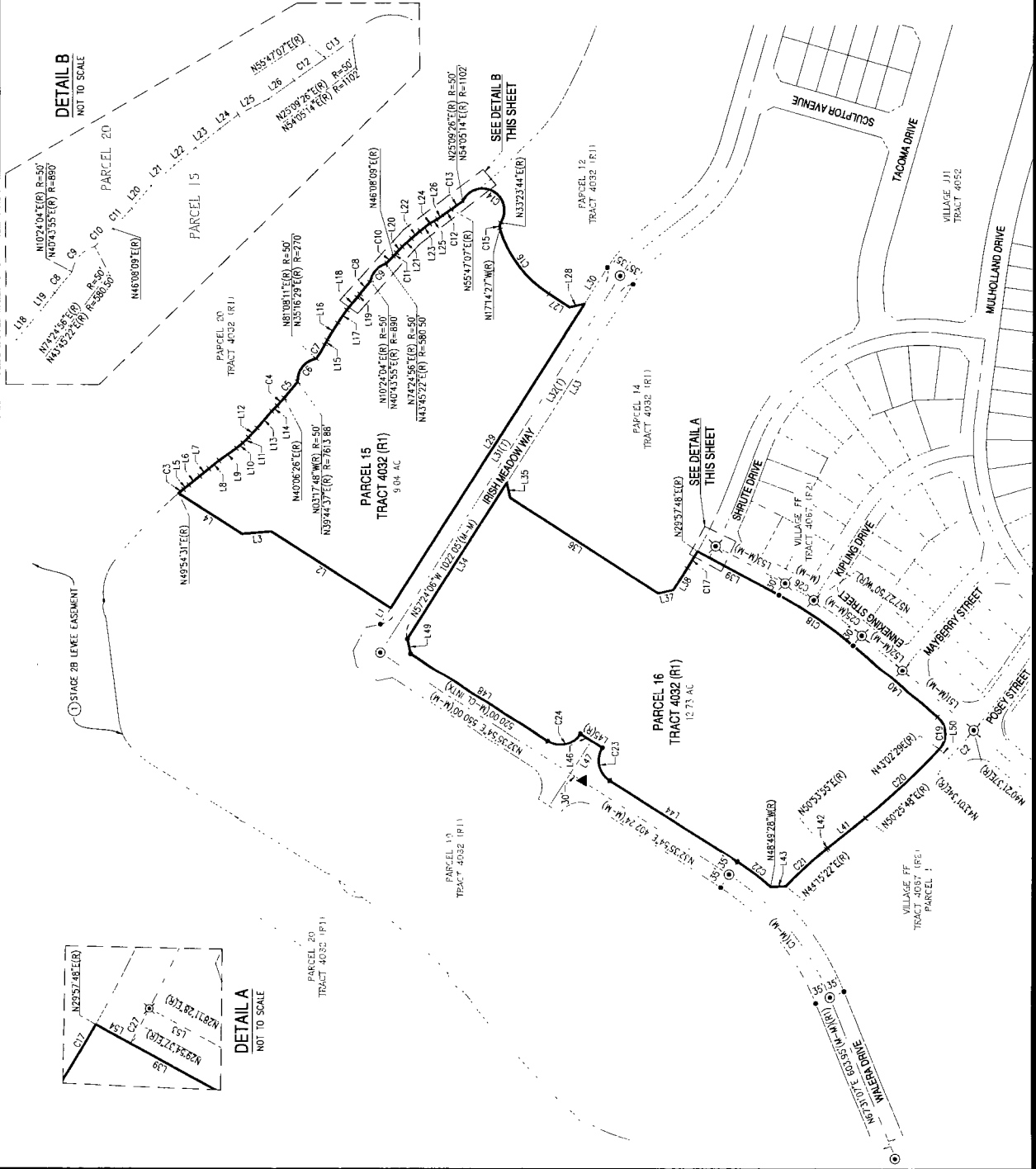
- 1 SEE SHEET 2 FOR REFERENCES
- 2 SEE SHEET 2 FOR LINE AND CURVE TABLES

BASIS OF BEARINGS

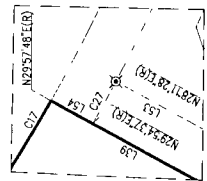
THE BEARING OF NORTH 57°24'06" WEST BETWEEN FOUND MONUMENTS ALONG RICH MEADOW WAY AS SHOWN PER TRACT 4032, FILED OCTOBER 8, 2020, IN BOOK 43 OF MAPS AND PLATS, AT PAGE 142, RECORDS OF SAN JOAQUIN COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP (ZONE 3, NAD83). ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES

EASEMENTS

- ① STAGE 2B LEVEE EASEMENT IN FAVOR OF ISLAND RECLAMATION DISTRICT
- ② 2082 PER DN 2018-060095, S.I.C.R.



DETAIL B
NOT TO SCALE



DETAIL A
NOT TO SCALE

TRACT 4089

RIVER ISLANDS - STAGE 2B

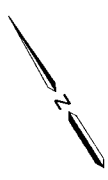
VILLAGE HHT

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 15 & 16 OF TRACT 4032 (43 MAP 142)
CITY OF LAHARP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2021



LEGEND

- BOUNDARY
- LOT LINE
- EXISTING ROADWAY EASEMENT
- SHEET NUMBER
- SHEET LIMIT LINE
- RESTRICTED ACCESS



SCALE 1" = 100'

7

PARCEL 19
TRACT 4032(R1)

WALERA DRIVE

PARCEL B

PARCEL 1

PARCEL 1
TRACT 4057
(43-M&P-153)

1 2 3 4 5

SHRUTE DRIVE

PARCEL A

6

PARCEL 2

7

BROWNSTONE AVENUE

PARCEL 3

5 6 7 8

BECKFORD STREET

PARCEL 14
TRACT 4052 (R1)

SHRUTE DRIVE

EMWING DRIVE

TRACT 4057
(43-M&P-153)

MAVBERRY STREET

POSEY STREET

KIPLING DRIVE

PARCEL 19
TRACT 4032(R1)

PARCEL 4

8

IRISH MEADOW WAY

BECKFORD COURT

9 10 11 12 13 14 15 16 17
25 24 23 22 21 20 19 18
26 27 28 29 30 31

PARCEL C

CLOVERDALE COURT

33 32 31
41 40 39 38 37 36 35 34
42 43 44 45 46 47 48

WOODGREEN COURT

PARCEL 12
TRACT 4032(R1)

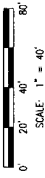
PARCEL 20
TRACT 4032(R1)

TRACT 4089

RIVER ISLANDS - STAGE 2B

VILLAGE HH1

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 15 & 16 OF TRACT 4032 (43 MAP 142)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2021

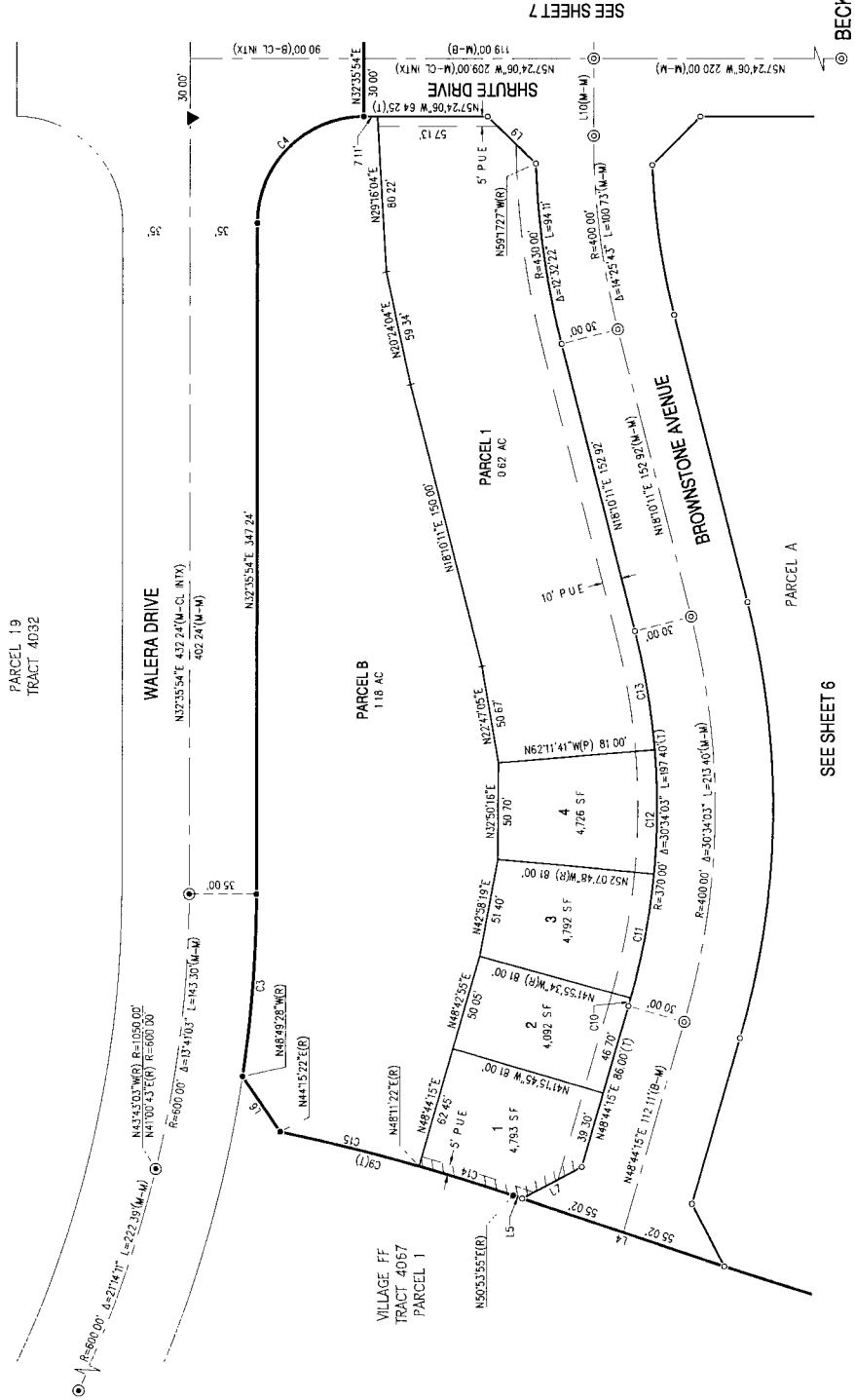


MONUMENTATION NOTES

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ FOUND MONUMENT PER TRACT 4032 (R1)
- ⊙ FOUND MONUMENT PER TRACT 4068 (R2)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1) AND (R2)
- ▲ 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R1)
- SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- 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 10 FOR LINE AND CURVE TABLES

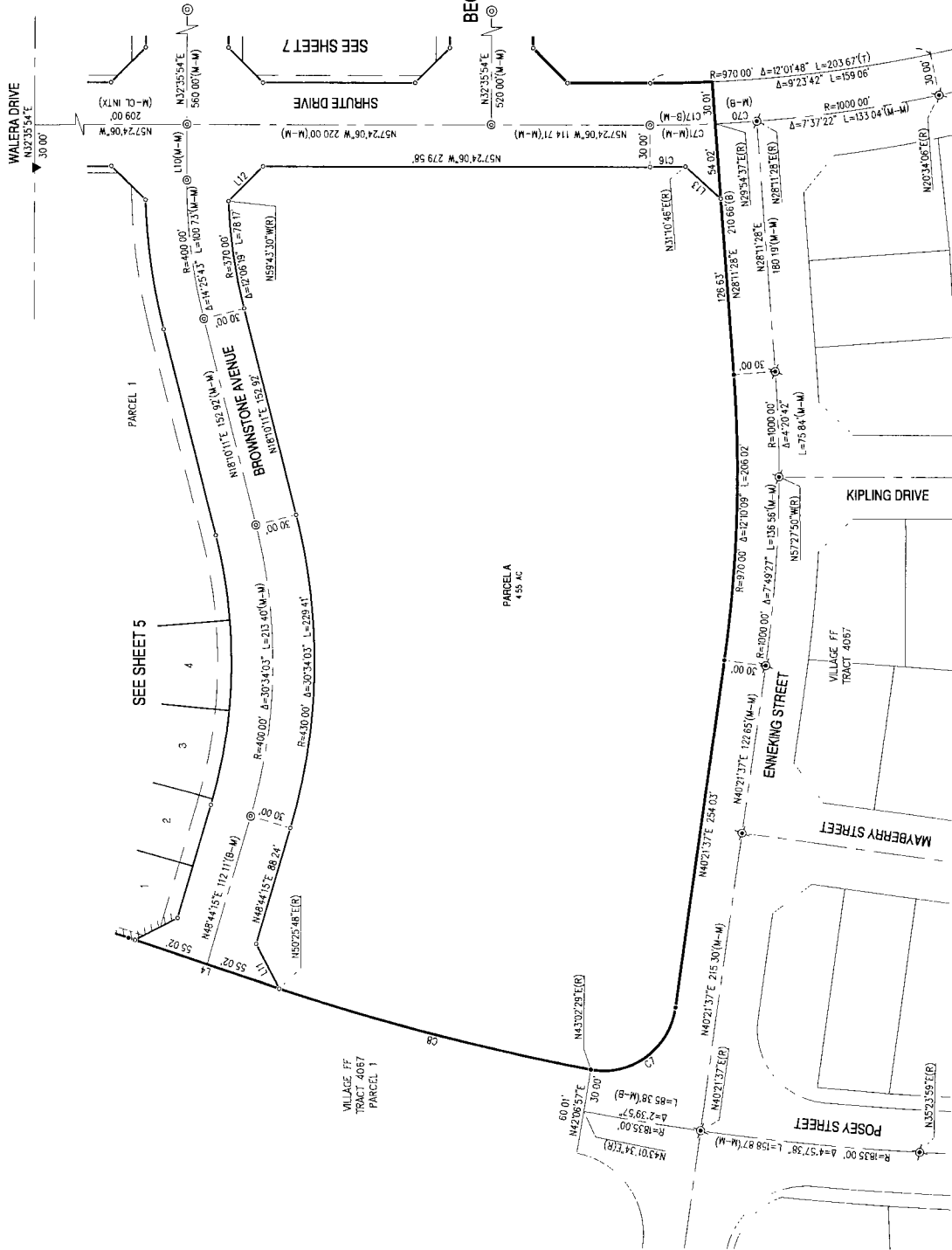
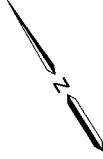
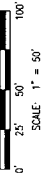


SEE SHEET 7

SEE SHEET 6

TRACT 4089 RIVER ISLANDS - STAGE 2B VILLAGE HH1

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 15 & 16 OF TRACT 4032 (43 MAP 142)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2021



MONUMENTATION NOTES

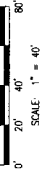
- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ FOUND MONUMENT PER TRACT 4032 (R1)
- ⊙ FOUND MONUMENT PER TRACT 4068 (R2)
- ⊙ FOUND MONUMENT PER TRACT 4068 (R2)
 - 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1) AND (R2)
 - 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R1)
- ⊙ SET 3/4" 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 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 10 FOR LINE AND CURVE TABLES

TRACT 4089 RIVER ISLANDS - STAGE 2B VILLAGE HHI

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 15 & 16 OF TRACT 4032 (43 MAP 142)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2021

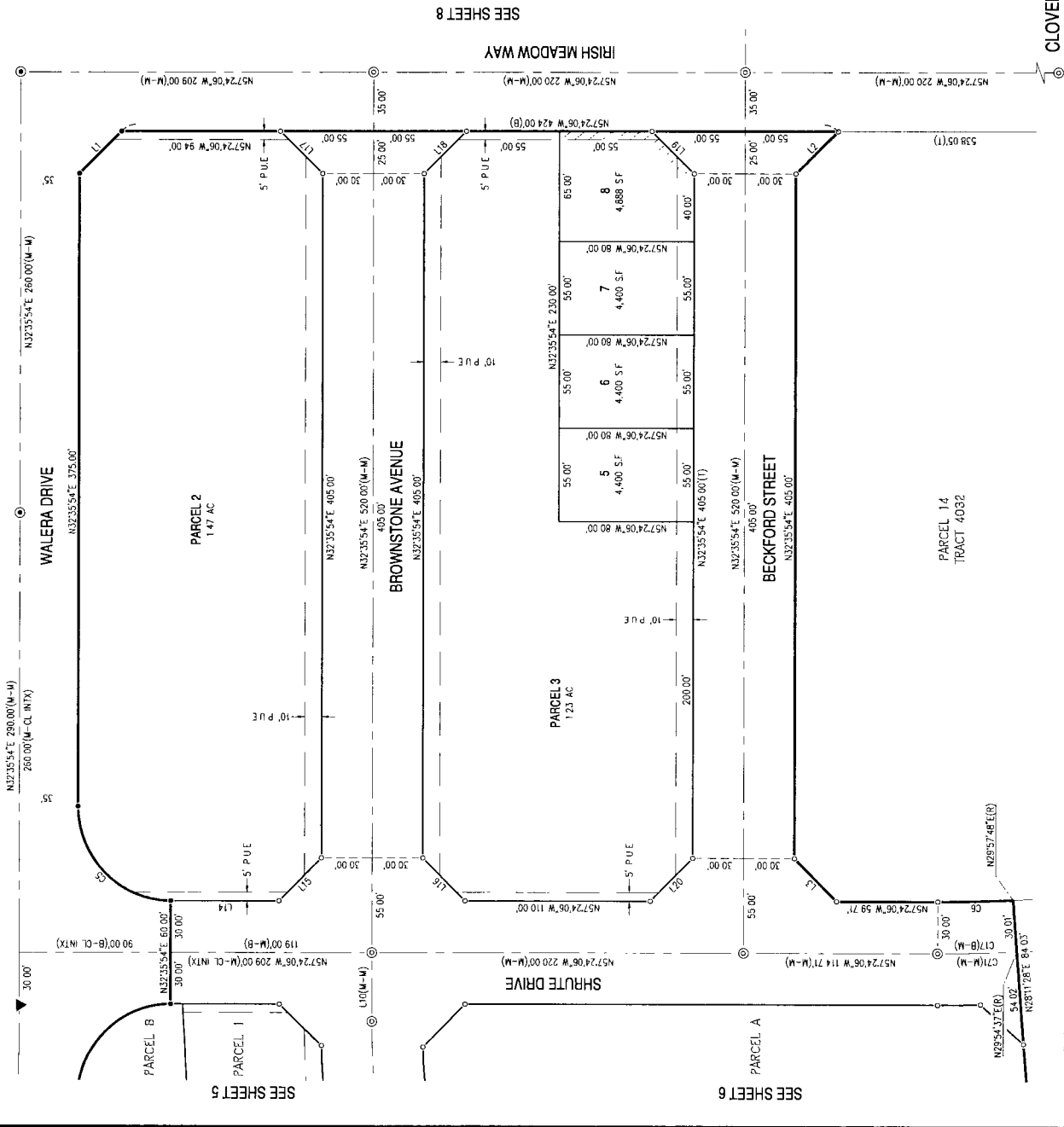


MONUMENTATION NOTES

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ FOUND MONUMENT PER TRACT 4032 (R1)
- ⊙ FOUND MONUMENT PER TRACT 4088 (R2)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1) AND (R2)
- ▲ 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R1)
- SET 3/4" 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 11/7" 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 10 FOR LINE AND CURVE TABLES.



TRACT 4089 RIVER ISLANDS - STAGE 2B VILLAGE HHT

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 15 & 16 OF TRACT 4032 (4.3 MAP 142)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2021

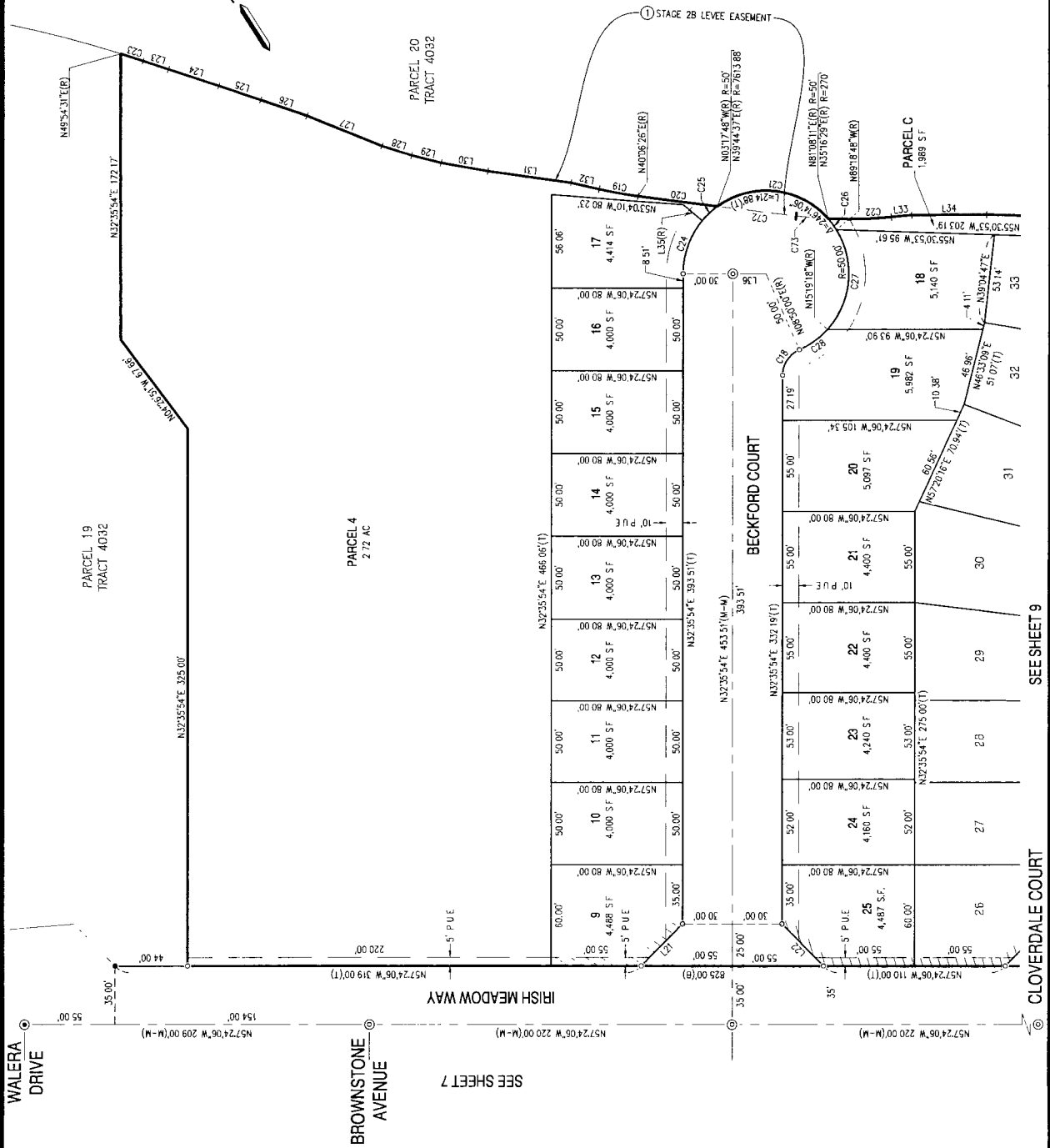


MONUMENTATION NOTES

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ FOUND MONUMENT PER TRACT 4032 (R1)
- ⊙ FOUND MONUMENT PER TRACT 4088 (R2)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1) AND (R2)
- ▲ 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R1)
- SET 3/4" 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 117" 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 10 FOR LINE AND CURVE TABLES



SEE SHEET 7

SEE SHEET 9

BECKFORD STREET

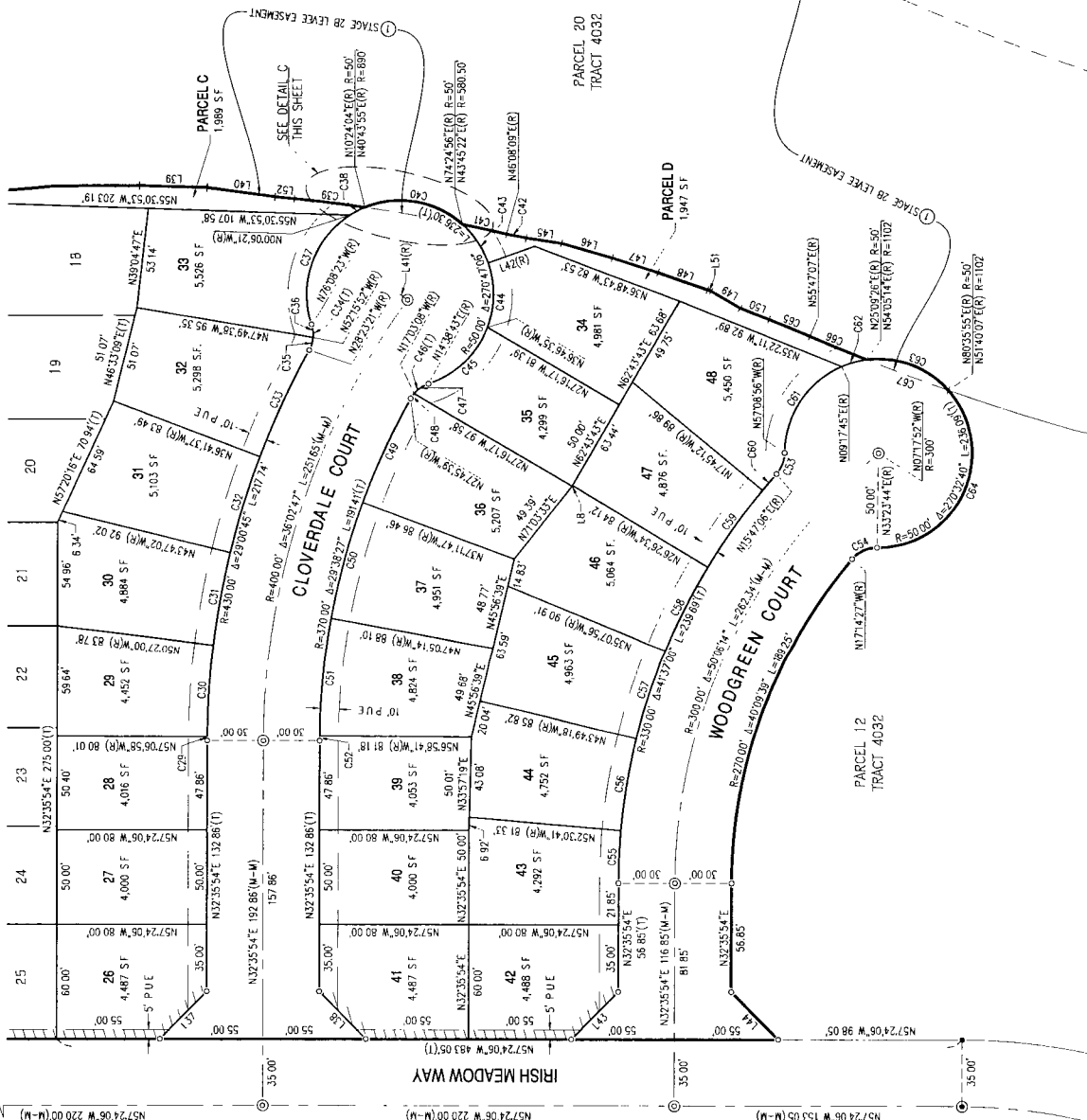
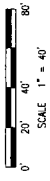
SEE SHEET 8

TRACT 4089

RIVER ISLANDS - STAGE 2B

VILLAGE HH1

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 15 & 16 OF TRACT 4032 (43 MAP 142)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2021

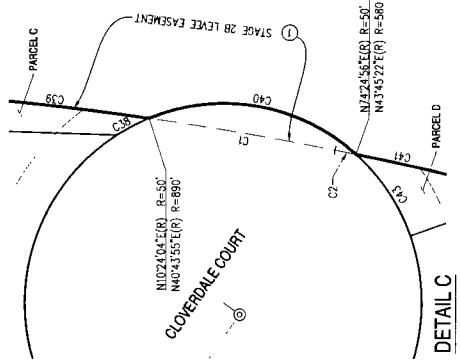


MONUMENTATION NOTES

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ FOUND MONUMENT PER TRACT 4032 (R1)
- ⊙ FOUND MONUMENT PER TRACT 4088 (R2)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1) AND (R2)
- ▲ 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R1)
- SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- 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 10 FOR LINE AND CURVE TABLES



DETAIL C
NO SCALE

TRACT 4089 RIVER ISLANDS - STAGE 2B VILLAGE HH1

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCELS 15 & 16 OF TRACT 4032 (43 MAP 142)
CITY OF LA HABRA, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2021



LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 5 THROUGH 9 ONLY

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N77°35'54"E	35.36'
L2	N77°35'54"E	35.36'
L3	N72°24'06"W	35.36'
L4	N39°05'58"W	4.96'
L5	N39°05'58"W	4.96'
L6	N27°03'00"W	34.38'
L7	N65°10'52"W	34.68'
L8	N67°43'43"E	0.49'
L9	N32°04'47"W	34.77'
L10	N32°35'54"E	40.00'
L11	N4°46'56"E	35.99'
L12	N77°24'17"E	35.24'
L13	N15°18'53"W	34.42'
L14	N57°40'06"W	64.00'
L15	N77°35'54"E	35.36'
L16	N72°24'06"W	35.36'
L17	N72°24'06"W	35.36'
L18	N77°35'54"E	35.36'
L19	N72°24'06"W	35.36'
L20	N77°35'54"E	35.36'

LINE TABLE		
LINE	DIRECTION	LENGTH
L21	N77°35'54"E	35.36'
L22	N72°24'06"W	35.36'
L23	N38°58'04"W	16.16'
L24	N39°18'57"W	32.20'
L25	N38°48'52"W	26.72'
L26	N38°32'00"W	29.55'
L27	N35°25'46"W	48.83'
L28	N4°18'00"W	18.88'
L29	N47°12'28"W	28.74'
L30	N43°04'41"W	18.46'
L31	N48°32'18"W	50.84'
L32	N44°47'56"W	17.55'
L33	N62°48'44"W	12.40'
L34	N57°40'30"W	45.38'
L35	N17°42'53"W	14.97'
L36	N57°24'06"W	20.00'
L37	N77°35'54"E	35.36'
L38	N72°24'06"W	35.36'
L39	N55°12'24"W	35.98'
L40	N48°44'41"W	36.62'

LINE TABLE		
LINE	DIRECTION	LENGTH
L41	N27°12'18"W	5.00'
L42	N77°02'26"W	26.33'
L43	N77°35'54"E	35.36'
L44	N12°24'06"W	35.36'
L45	N48°56'35"W	19.17'
L46	N41°13'50"W	28.15'
L47	N39°45'46"W	25.51'
L48	N38°00'55"W	27.77'
L49	N27°13'20"W	17.80'
L50	N35°38'58"W	16.48'
L51	N37°28'07"W	2.75'
L52	N61°43'05"W	10.34'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	890.00	303°51"	47.60'
C2	560.50	0°12'03"	5.41'
C3	635.00	8°34'38"	95.06'
C4	55.00	90°00'00"	85.39'
C5	55.00	90°00'00"	86.39'
C6	970.00	2°38'06"	44.61'
C7	52.00	92°40'52"	84.11'
C8	1605.00	7°23'19"	232.77'
C9	1080.00	6°38'32"	125.21'
C10	370.00	0°39'46"	4.79'
C11	370.00	107°12'13"	65.89'
C12	370.00	100°33'53"	65.00'
C13	370.00	9°38'08"	62.22'
C14	1080.00	2°42'33"	51.07'
C15	1080.00	3°55'58"	74.14'
C16	1080.00	1°25'08"	25.51'
C17	1000.00	2°41'17"	46.92'
C18	17.00	66°14'06"	19.66'
C19	270.00	5°05'37"	24.00'
C20	7613.88	0°21'50"	46.35'
C21	50.00	84°25'59"	73.06'
C22	270.00	8°06'13"	38.19'
C23	730.00	1°07'26"	14.32'
C24	50.00	39°41'13"	34.63'
C25	50.00	14°25'05"	12.58'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C26	50.00	9°33'01"	8.33'
C27	50.00	7°59'30"	64.57'
C28	50.00	24°09'18"	21.08'
C29	430.00	0°17'08"	2.14'
C30	430.00	6°39'58"	50.03'
C31	430.00	6°39'58"	50.03'
C32	430.00	7°05'25"	53.21'
C33	430.00	8°18'16"	62.32'
C34	17.00	47°45'02"	14.17'
C35	17.00	23°52'31"	7.08'
C36	17.00	23°52'31"	7.08'
C37	50.00	76°02'03"	66.35'
C38	50.00	10°30'25"	9.17'
C39	890.00	2°27'00"	38.06'
C40	50.00	64°00'51"	55.86'
C41	590.50	2°22'46"	24.11'
C42	120.00	5°04'44"	10.64'
C43	50.00	28°33'39"	24.92'
C44	50.00	40°14'51"	35.12'
C45	50.00	51°25'18"	44.87'
C46	17.00	47°24'22"	12.98'
C47	17.00	31°41'51"	9.40'
C48	17.00	10°42'31"	3.18'
C49	370.00	9°26'08"	60.93'
C50	370.00	9°53'27"	63.87'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C51	370.00	9°53'27"	63.87'
C52	370.00	0°25'25"	2.73'
C53	17.00	47°15'00"	12.27'
C54	17.00	50°38'11"	15.02'
C55	330.00	4°53'25"	28.17'
C56	330.00	8°41'22"	50.05'
C57	330.00	8°41'22"	50.05'
C58	330.00	8°41'22"	50.05'
C59	330.00	1°58'06"	11.34'
C60	50.00	86°26'41"	57.96'
C61	50.00	15°51'41"	13.84'
C62	50.00	13°47'49"	48.38'
C63	50.00	13°47'49"	48.38'
C64	50.00	1°41'53"	32.66'
C65	1102.00	2°25'07"	46.52'
C66	1102.00	2°25'07"	46.52'
C67	1000.00	1°45'09"	30.00'
C68	1000.00	4°24'26"	76.92'
C69	7613.88	0°21'36"	47.85'
C70	270.00	4°06'32"	19.36'

**COMMON USE AGREEMENT
FOR THE STAGE 2B PORTION LEVEE EASEMENTS THAT AFFECT
BECKFORD COURT, CLOVERDALE COURT AND WOODGREEN COURT
AND ADJACENT PUBLIC UTILITY EASEMENT
BY AND BETWEEN THE
CITY OF LATHROP
AND
ISLAND RECLAMATION DISTRICT NO. 2062**

This COMMON USE AGREEMENT FOR BECKFORD COURT, CLOVERDALE COURT AND WOODGREEN COURT AND ADJACENT PUBLIC UTILITY EASEMENT, associated with Phase 1 of River Islands at Lathrop entered into on **September 13, 2021** ("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 property to be dedicated to City for public right of way purposes known as Beckford Court, Cloverdale Court and Woodgreen Court, cul-de-sacs within the River Islands at Lathrop Master Planned Community ("River Islands Site"), being developed by River Islands Stage 2B, LLC ("River Islands").
- B. The Agreement also sets for the process and includes a Grant Deed (included herein as Exhibit "B" to this Agreement), that will dedicate public utility easements (PUEs) adjacent to the rights of way of Beckford Court, Cloverdale Court and Woodgreen Court that extend into the levee easement of the District.
- C. 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").
- D. River Islands has proposed Tract 4089, a final map that will create a single-family subdivision within the Stage 2B sub-planning of the River Islands Site, specifically located within Village HH. Tract 4089 contains Beckford Court, Cloverdale Court and Woodgreen Court, cul-de-sacs with PUEs that extend into a portion of the existing Levee Easements ("Village HH Portion of Beckford Court, Cloverdale Court and Woodgreen Court"), as depicted in Exhibit "A" to this Agreement.
- E. 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 4089 and the dedication of right of way for the Village HH Portion of Beckford Court, Cloverdale Court and Woodgreen Court, 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 Beckford Court,

Cloverdale Court and Woodgreen Court right of way located within portions of the Levee Easements ("Common Use Area") and allow for the lawful dedication of PUEs necessary for public utility services allowed and regulated by CITY.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, the Parties 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 HH Portion of Beckford Court, Cloverdale Court and Woodgreen Court 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 HH 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 HH Portion of Beckford Court, Cloverdale Court and Woodgreen Court 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 HH Portion of Beckford Court, Cloverdale Court and Woodgreen Court 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 HH Portion of Beckford Court, Cloverdale Court and Woodgreen Court 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 is responsible for maintaining the aesthetic, structural integrity, and safety of its pedestrian bridges constructed by District that may transverse City right of way, including the Village HH Portion of Beckford Court, Cloverdale Court and Woodgreen Court, including, but not limited to the bridge decks, piers, foundations, railings, abutment walls, and ramps. City shall not be responsible for the inspection, maintenance or repair of any District pedestrian bridges, including safety inspections of the bridge structure, footings, or abutments.

14. 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.

15. District shall, for public purposes, dedicate the PUEs via Grant Deed included and incorporated herein as Exhibit "B" to this Agreement, for Beckford Court, Cloverdale Court and Woodgreen Court. This Grant Deed shall be recorded concurrently with the recordation of the Tract 4089 final map.

16. To the extent that the City's rights to its rights of way and/or PUEs for Beckford Court, Cloverdale Court and Woodgreen Court 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.

17. 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.

18. 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

19. 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.

20. This Agreement is governed by California law.

21. This Agreement may not be modified or amended except in writing signed by both parties.

22. 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.

23. 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.

24. 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

By: _____
Stephen Salvatore, City Manager

ISLAND RECLAMATION DISTRICT
NO. 2062 a California reclamation
district

By: _____
Susan Dell'Osso, President

ATTEST:

By: _____
Teresa Vargas, City Clerk

APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY:

By: _____
Salvador V. Navarrete, City Attorney

EXHIBIT "A"
COMMON USE AREA DEPICTION

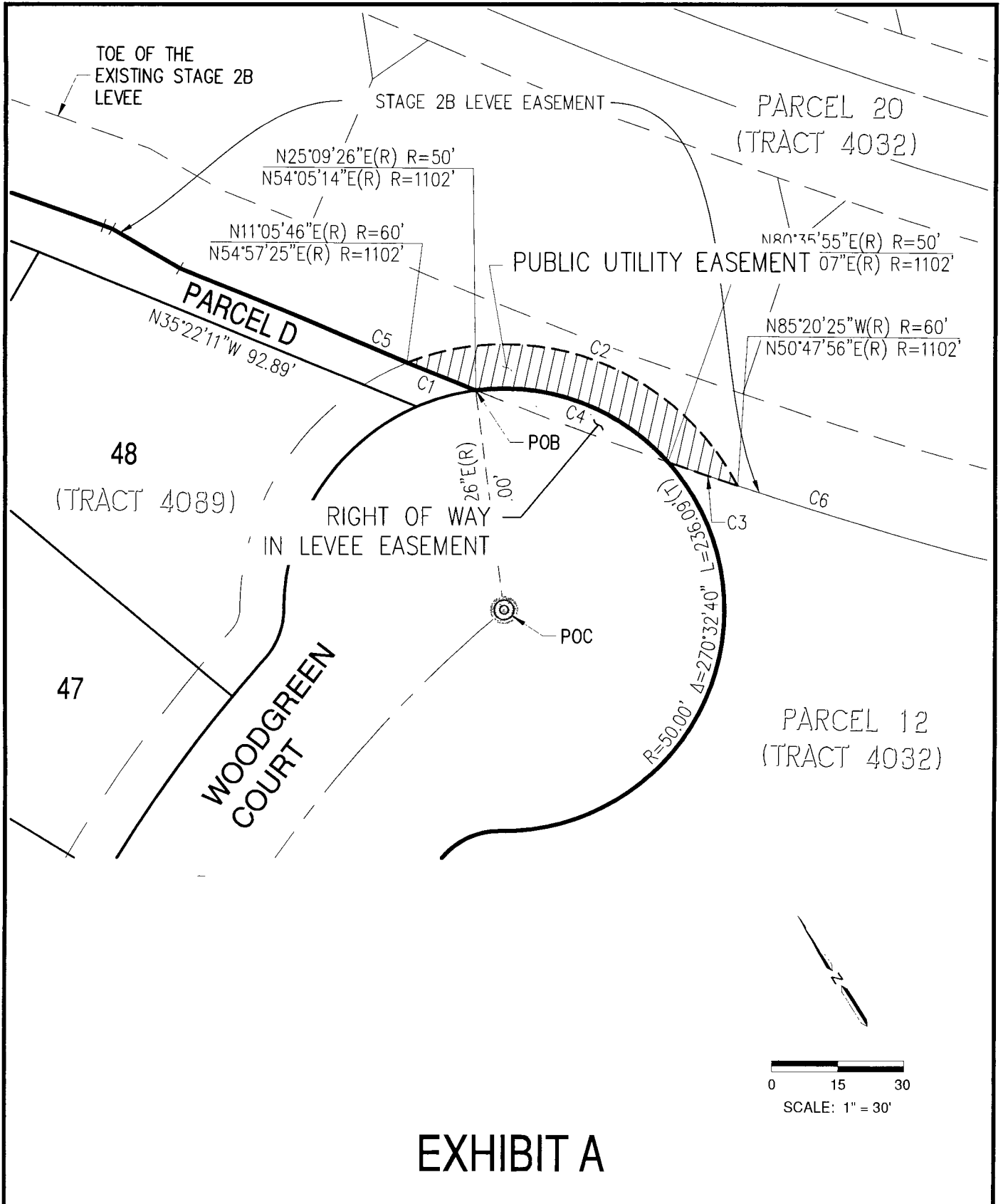


EXHIBIT A



1165 Scenic Drive, Suite A
 Modesto, CA 95350
 odellengineering.com

DESCRIPTION: COMMON USE AGREEMENT			
SCALE:	1" = 30'	DATE:	AUG. 23, 2021
JOB NO.:	25503		
FILE:	25503-EXH-TRACT 4089_CUA.DWG		

1
of
3

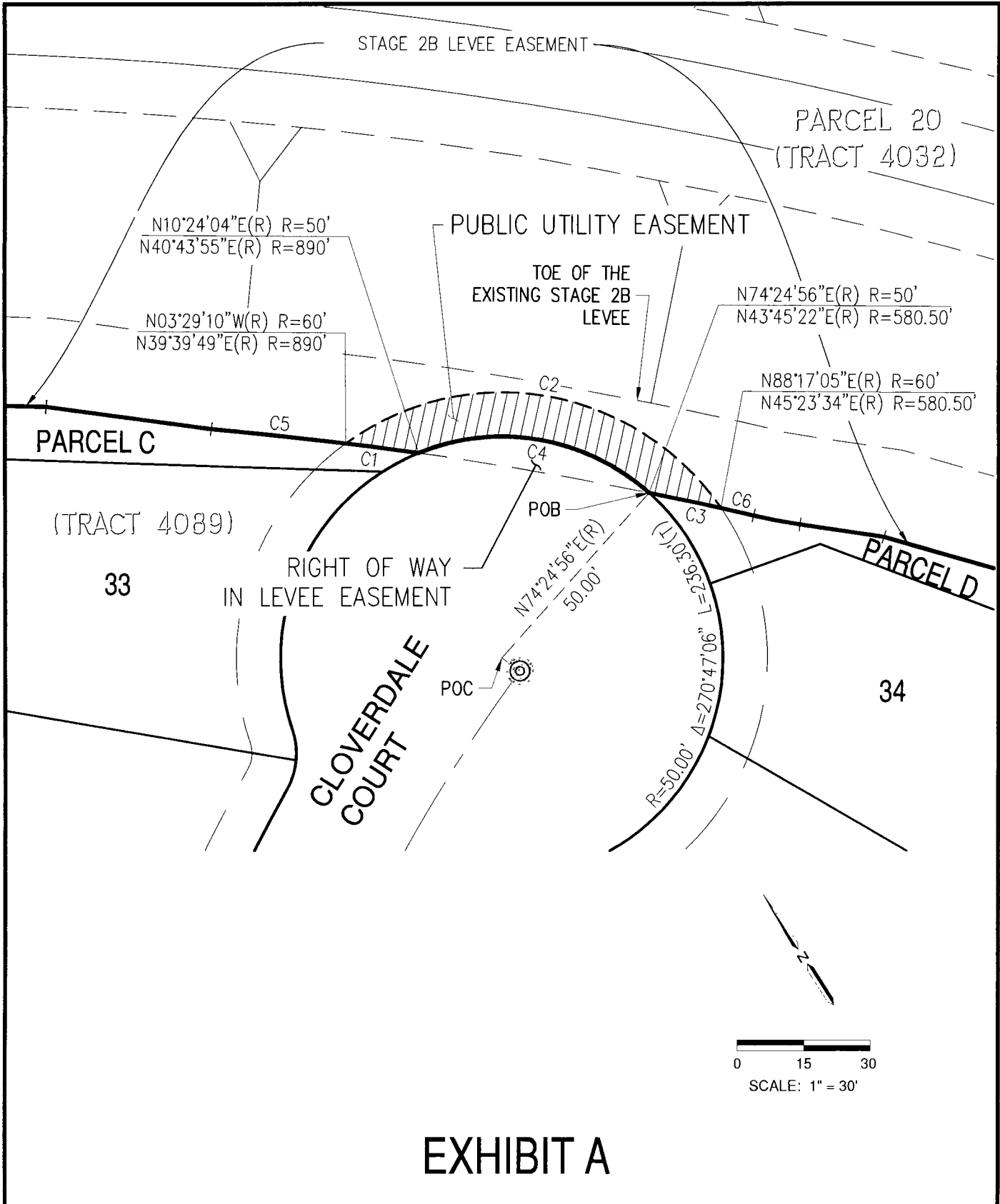


EXHIBIT A



1165 Scenic Drive, Suite A
 Modesto, CA 95350
 odellengineering.com

DESCRIPTION: COMMON USE AGREEMENT			
SCALE:	1" = 30'	DATE:	AUG. 23, 2021
JOB NO.:	25503		
FILE:	25503-EXH-TRACT 4089_CUA.DWG		

2
of
3

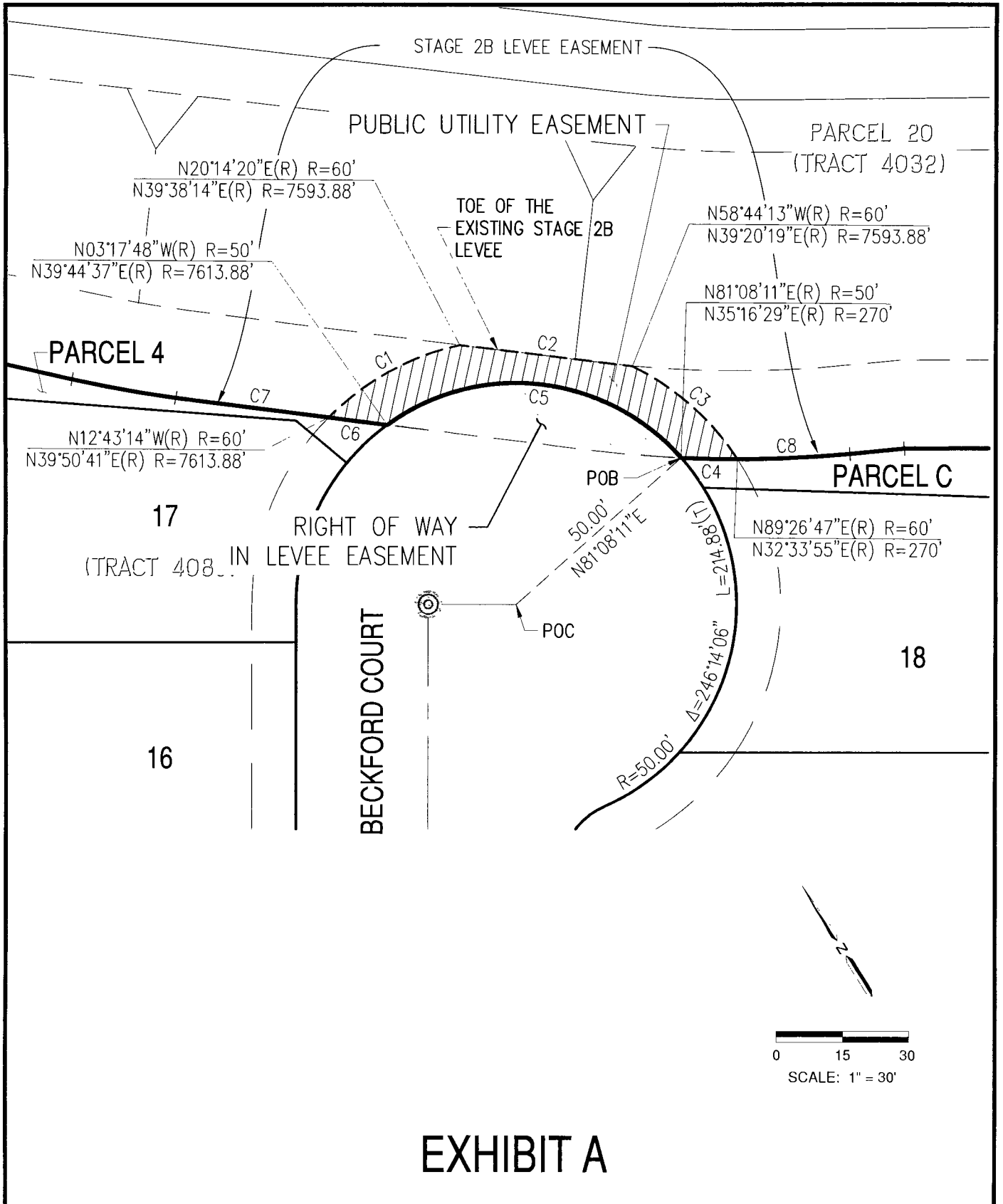


EXHIBIT A



1165 Scenic Drive, Suite A
 Modesto, CA 95350
 odellengineering.com

DESCRIPTION: COMMON USE AGREEMENT			
SCALE:	1" = 30'	DATE:	AUG. 23, 2021
JOB NO.:	25503		
FILE:	25503-EXH-TRACT 4089_CUA.DWG		

3
of
3

EXHIBIT "B"
GRANT DEED FOR DEDICATION OF PUBLIC UTILITY EASEMENTS

RECORDING REQUESTED BY, AND

WHEN RECORDED MAIL TO:

CITY OF LATHROP
ATTN: CITY CLERK
390 TOWNE CENTRE DRIVE
LATHROP, CA 95330

Exempt from payment of recording fees (GC 27383)

APN: ___-___-__

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**Offer of Dedication
for Public Utility Easements
(Final Map 4089)**

THIS INSTRUMENT BENEFITS THE CITY ONLY. NO FEE REQUIRED.

THE UNDERSIGNED GRANTOR(S) DECLARE(S): DOCUMENTARY TRANSFER TAX IS \$_____

- () computed on full value of property conveyed, or
- () computed on full value less liens and encumbrances remaining at time of sale.
- () Unincorporated area (X) City of Lathrop

For a valuable consideration, receipt of which is hereby acknowledged,
RIVER ISLANDS STAGE 2B, LLC, a Delaware limited liability company, "Grantor(s)",

hereby grants to **CITY OF LATHROP**, a California municipal corporation "Grantee",

for public purposes, a non-exclusive public utility easement together with the right to construct, reconstruct, repair and maintain, poles, wires, cables, pipes, and conduits and their appurtenances upon (the "Public Utility Easement") over all that real property situated in the State of California, County of San Joaquin, City of Lathrop and more particularly described as follows:

See attached Exhibit "A"

In witness whereof the undersigned have executed this instrument on September 13, 2021.

Grantor(s):
RIVER ISLANDS STAGE 2B, LLC,
a Delaware limited liability company

By: _____
Susan Dell'Oso, President

(Notary Acknowledgment Required for each Signatory)

EXHIBIT "A"
LEGAL DESCRIPTION

EXHIBIT A

LEGAL DESCRIPTION
PUBLIC UTILITY EASEMENTS
PARCEL 20, TRACT 4032 (43 M&P 142)
RIVER ISLANDS-STAGE 2B
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

CERTAIN REAL PROPERTY SITUATE IN THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PUBLIC UTILITY EASEMENT (TRIBUNE COURT)

BEING A PORTION OF PARCEL 20 AS SAID PARCEL IS SHOWN ON THE MAP ENTITLED "TRACT 4032, RIVER ISLANDS-STAGE 2B, LARGE LOT FINAL MAP", FILED OCTOBER 8, 2020, IN BOOK 43 OF MAPS AND PLATS, AT PAGE 142, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF TRIBUNE COURT CUL DE SAC AS SHOWN ON THE MAP ENTITLED "TRACT 4069, RIVER ISLANDS-STAGE 2B, VILLAGE 002" FILED _____, 2021, IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY;

THENCE, ALONG A RADIAL BEARING OF NORTH 45°40'46" WEST, A DISTANCE OF 50.00 FEET TO THE WESTERLY LINE OF PARCEL 20 OF SAID TRACT 4032, ALSO BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED EASEMENT;

THENCE, ALONG SAID WESTERLY LINE, ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 91°31'09", AND AN ARC DISTANCE OF 79.86 FEET;

THENCE, CONTINUING ALONG SAID WESTERLY LINE, ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 3103.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 89°36'20" EAST, THROUGH A CENTRAL ANGLE OF 00°14'16", AND AN ARC DISTANCE OF 12.87 FEET;

THENCE, LEAVING SAID SOUTHEASTERLY LINE, ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 34°18'50" WEST, THROUGH A CENTRAL ANGLE OF 30°09'12", AND AN ARC DISTANCE OF 31.58 FEET TO THE TOE OF THE EXISTING STAGE 2B LEVEE;

THENCE, ALONG SAID LEVEE TOE, ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 3,083.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 89°00'58" EAST, THROUGH A CENTRAL ANGLE OF 00°54'37", AND AN ARC DISTANCE OF 48.99 FEET;

THENCE, LEAVING SAID LEVEE TOE, ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 67°20'44" EAST, THROUGH A CENTRAL ANGLE OF 30°09'12", AND AN ARC LENGTH OF 31.58 FEET TO THE WESTERLY LINE OF SAID PARCEL 20;

THENCE, ALONG SAID WESTERLY LINE, ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 3,103.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 87°39'43" EAST, THROUGH A CENTRAL ANGLE OF 00°14'16", AND AN ARC DISTANCE OF 12.87 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 794 SQUARE FEET, MORE OR LESS.

PUBLIC UTILITY EASEMENT (MERRICK COURT)

BEING A PORTION OF PARCEL 20 AS SAID PARCEL IS SHOWN ON THE MAP ENTITLED "TRACT 4032, RIVER ISLANDS-STAGE 2B, LARGE LOT FINAL MAP", FILED OCTOBER 8, 2020, IN BOOK 43 OF MAPS AND PLATS, AT PAGE 142, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF THE MERRICK COURT CUL DE SAC AS SHOWN ON THE MAP ENTITLED "TRACT 4069, RIVER ISLANDS-STAGE 2B, VILLAGE 002" FILED _____, 2021, IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY;

THENCE, ALONG A RADIAL BEARING OF NORTH 40°14'12" EAST, A DISTANCE OF 50.00 FEET TO THE WESTERLY LINE OF PARCEL 20 OF SAID TRACT 4032, ALSO BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED EASEMENT;

THENCE, ALONG SAID WESTERLY LINE, NORTH 03°44'49" WEST, FOR A DISTANCE OF 12.96 FEET;

THENCE, LEAVING SAID WESTERLY LINE, ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 60 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 31°36'47" WEST, THROUGH A CENTRAL ANGLE OF 30°25'46", AND AN ARC DISTANCE OF 31.87 FEET TO THE TOE OF THE EXISTING STAGE 2B LEVEE;

THENCE, ALONG SAID LEVEE TOE, SOUTH 03°44'49" EAST, A DISTANCE OF 49.21 FEET;

THENCE, LEAVING SAID LEVEE TOE, ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 60.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 69°32'11" WEST, THROUGH A CENTRAL ANGLE OF 30°25'46", AND AN ARC DISTANCE OF 31.87 TO THE WESTERLY LINE OF SAID PARCEL 20;

THENCE, ALONG SAID WESTERLY LINE, NORTH 03°44'49" WEST, A DISTANCE OF 12.96 FEET;

THENCE, CONTINUING ALONG SAID WESTERLY LINE, ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 03°44'49" WEST, THROUGH A CENTRAL ANGLE OF 92°01'58", AND AN ARC DISTANCE OF 80.31 TO THE **POINT OF BEGINNING**;

CONTAINING 801 SQUARE FEET, MORE OR LESS.

PLATS OF THE ABOVE DESCRIBED EASEMENTS ARE ATTACHED HERETO AS **EXHIBIT B** AND BY THIS REFERENCE MADE A PART HEREOF.

END DESCRIPTION

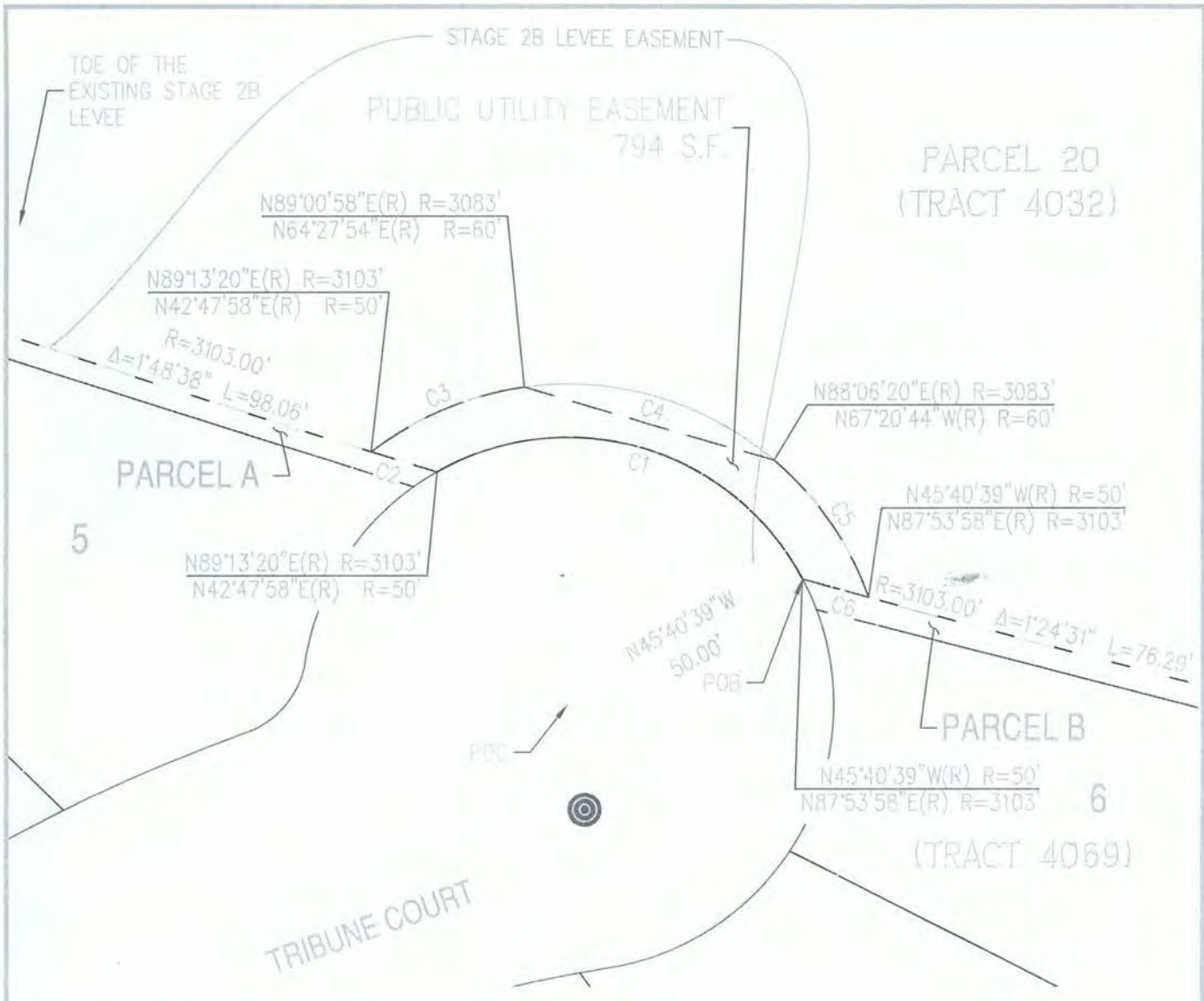
THIS DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYOR'S ACT.

WILLIAM M. KOCH
PROFESSIONAL LAND SURVEYOR
CALIFORNIA NO. 8092



DATE

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CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	50.00'	91°30'48"	79.87'
C2	3103.00'	0°14'16"	12.87'
C3	60.01'	30°09'12"	31.58'
C4	3083.00'	0°54'37"	48.98'
C5	60.00'	30°09'12"	31.58'
C6	3090.85'	0°14'19"	12.87'

LEGEND

POC POINT OF COMMENCEMENT
 POB POINT OF BEGINNING
 P.U.E. PUBLIC UTILITY EASEMENT
 (R) RADIAL BEARING
 IT TOTAL
 S.F. SQUARE FEET



EXHIBIT B

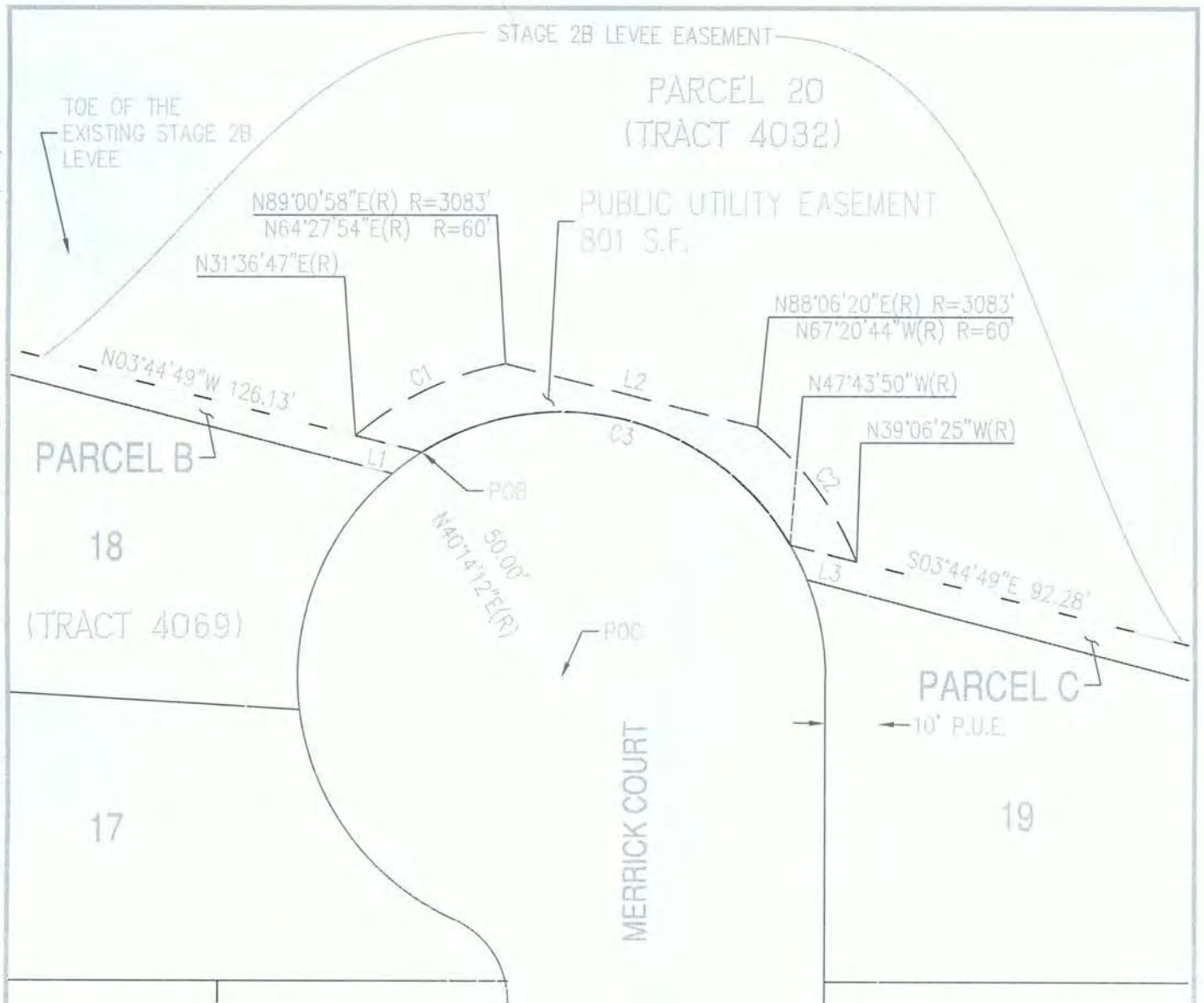


1165 Scenic Drive, Suite A
 Modesto, CA 95350
 odallengineering.com

DESCRIPTION: COMMON USE AGREEMENT			
SCALE:	1" = 30'	DATE:	AUG 16, 2021
JOB NO.:	25503		
FILE:	25503-FM-TRACT_4069_CUA.DWG		

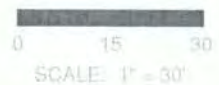
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of
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CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	60.00'	30°25'46"	31.87'
C2	60.00'	30°25'46"	31.87'
C3	50.00'	92°01'58"	80.31'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N03°44'49"W	12.96'
L2	S03°44'49"E	49.21'
L3	S03°44'49"E	12.96'



LEGEND

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- P.U.E. PUBLIC UTILITY EASEMENT
- (R) RADIAL BEARING
- (T) TOTAL
- S.F. SQUARE FEET

EXHIBIT B



1165 Scenic Drive, Suite A
 Morristo, CA 95357
 odellengineering.com

DESCRIPTION: COMMON USE AGREEMENT			
SCALE:	1" = 30'	DATE:	AUG 16, 2021
JOB NO.:	25503		
FILE:	25503-FM-TRACT 4069_CUA.DWG		

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of
1

ITEM 4.15

CITY MANAGER'S REPORT SEPTEMBER 13, 2021, CITY COUNCIL REGULAR MEETING

ITEM: APPROVAL OF FINAL MAP, COMMON USE AGREEMENT, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 48 LOTS IN TRACT 4091 VILLAGE "GG1" WITHIN OLD RIVER DISTRICT OF RIVER ISLANDS

RECOMMENDATION: Adopt Resolution Approving Final Map for Tract 4091 Village "GG1" within the Old River District, Totaling 48 Single Family Lots, a Common Use Agreement, CFD Annexation No. 24, and a Subdivision Improvement Agreement with River Islands Stage 2B, LLC

SUMMARY:

The proposed Final Map for Tract 4091 will be the first tract map within the Village "GG" area. Pulte Homes is proposing forty-eight (48) 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 4091, Village "GG1", a Common Use Agreement with Island Reclamation District No. 2062 for portions of Cabot Avenue, Shrute Drive, Barrett Court, Irish Meadow Court, Hatteras Court and Thurston Court, Annexation No. 24 of the City of Lathrop Community Facilities District (CFD) 2013-1, and a Subdivision Improvement Agreement with River Islands Stage 2B, LLC ("River Islands"), included as Attachment "C".

BACKGROUND:

The City of Lathrop City Council approved Vesting Tentative Map (VTM) 6716 on June 14, 2021. On August 4, 2021, the City of Lathrop Planning Commission approved a Neighborhood Design Plan (NDP) and Architectural Guidelines and Design Standards (AG/DS) for the Old River District, known as Stage 2B, within Phase 1 of the project. While the NDP contains conceptual guidance on parks within the Old River District, a Master Parks Plan includes revisions to the parks and open spaces within the Stage 2B area and is pending Planning Commission action. The land for the proposed Final Map for Tract 4091 is within the geographic boundaries of VTM 6716 and Stage 2B.

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 total cost of the improvements for Village "GG" is \$2,469,000, however, a large percentage of the improvements have already been construction and therefore do

CITY MANAGER’S REPORT **PAGE 2**
SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING
APPROVAL OF FINAL MAP, COMMON USE AGREEMENT, CFD ANNEXATION,
AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 48 LOTS IN TRACT 4091
VILLAGE “GG1” WITHIN OLD RIVER DISTRICT OF RIVER ISLANDS

not need to be guaranteed. Performance and labor & material securities have been provided with the SIA for Tract 4091 that guarantee the unfinished improvements for Village “GG” in the amount of:

Unfinished Improvement Total:	\$207,000
Performance Bond (120% of Unfinished Improvements):	\$248,400
Labor & Materials Bond (50% of Performance Bond)	\$124,200

The SIA for Tract 4091 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 4091, 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 “DD” 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). Approval of CFD 2013-1 City of Lathrop Annexation No. 24 is pending with this Council item. CFD 2013-1 Island RD 2062, and CFD 2013-1 RIPFA and CFD 2020-1 RIPFA 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.

There is also a need for a Common Use Agreement (CUA) between the City and Reclamation District No. 2062 (RD 2062) as a portions of Thurston Court, Hatteras Court, Irish Meadow Court, Barrett Court, and Cabot Avenue share an area with the easements recorded in favor of RD 2062 for the levee system. The CUA, included as Attachment “F”, 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 affected areas. The CUA also includes a dedication and Public Utility Easement (PUE) to the City from RD 2062.

River Islands 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 has fulfilled all of the requirements of the City’s subdivision ordinance

CITY MANAGER’S REPORT **PAGE 3**
SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING
APPROVAL OF FINAL MAP, COMMON USE AGREEMENT, CFD ANNEXATION,
AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 48 LOTS IN TRACT 4091
VILLAGE “GG1” WITHIN OLD RIVER DISTRICT OF RIVER ISLANDS

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	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 GG - Annexation No. 24 of City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities)	Approval Pending with this item
15. Common Use Agreement with Island Reclamation District No. 2062	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

CITY MANAGER'S REPORT **PAGE 4**
SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING
APPROVAL OF FINAL MAP, COMMON USE AGREEMENT, CFD ANNEXATION,
AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 48 LOTS IN TRACT 4091
VILLAGE "GG1" WITHIN OLD RIVER DISTRICT OF RIVER ISLANDS


and any shortfalls in the City's maintenance and operating costs are covered by the CFDs.

ATTACHMENTS:

- A. Resolution Approving Final Map for Tract 4091 Village "GG1" within the Old River District, Totaling 48 Single Family Lots, a Common Use Agreement, CFD Annexation No. 24, and a Subdivision Improvement Agreement with River Islands Stage 2B, LLC
- B. Vicinity Map - Village "GG"
- C. Subdivision Improvement Agreement between the City of Lathrop and River Islands Stage 2B, LLC, a Delaware limited liability company, for Tract 4091, Village "GG1"
- D. Escrow Instructions for Final Map Tract 4091 Village "GG1"
- E. Final Map - Tract 4091 Village "GG1"
- F. Common Use Agreement with Island Reclamation District No. 2062 for a portion of Thurston Court, Hatteras Court, Irish Meadow Court, Barrett Court, and Cabot Avenue, and associated;
 - o Offer of Dedication for Public Utility Easement

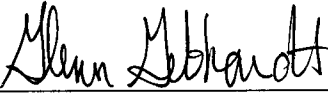
CITY MANAGER'S REPORT **PAGE 5**
SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING
APPROVAL OF FINAL MAP, COMMON USE AGREEMENT, CFD ANNEXATION,
AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 48 LOTS IN TRACT 4091
VILLAGE "GG" WITHIN OLD RIVER DISTRICT OF RIVER ISLANDS

APPROVALS



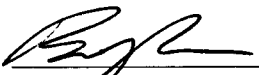
Brad Taylor
Land Development Manager

8/25/2021
Date




Glenn Gebhardt
City Engineer

8/25/21
Date

 FOR

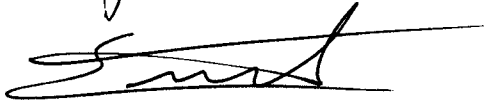
Michael King
Public Works Director

8/30/2021
Date




Cari James
Finance & Administrative Services Director

8/30/2021
Date



Salvador Navarrete
City Attorney

8-30-2021
Date



Stephen J. Salvatore
City Manager

9.2.21
Date

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING FINAL MAP FOR TRACT 4091 VILLAGE "GG1" WITHIN THE OLD RIVER DISTRICT, TOTALING 48 SINGLE FAMILY LOTS, A COMMON USE AGREEMENT, CFD ANNEXATION NO. 24, AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH RIVER ISLANDS STAGE 2B, 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 August 4, 2021, the City of Lathrop Planning Commission approved a Neighborhood Design Plan (NDP) and Architectural Guidelines and Design Standards (AG/DS) for the Old River District, known as Stage 2B, within Phase 1 of the project; and

WHEREAS, the land for the proposed Final Map for Tract 4091 is within the geographic boundaries of VTM 3694 and Stage 2B; and

WHEREAS, 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 total cost of the improvements for Village "GG" is \$2,469,000, however, a large percentage of the improvements have already been construction and therefore do not need to be guaranteed. Performance and labor & material securities have been provided with the SIA for Tract 4091 that guarantee the unfinished improvements for Village "GG" in the amount of; and

Unfinished Improvement Total:	\$207,000
Performance Bond (120% of Unfinished Improvements):	\$248,400
Labor & Materials Bond (50% of Performance Bond)	\$124,200

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 Thurston Court, Hatteras Court, Irish Meadow Court, Barrett Court, and Cabot Avenue share an area with the easements recorded in favor of RD 2062 for the levee system. The CUA, included as Attachment "F" to the City Manager's Report; and

WHEREAS, Village "GG" needs to be annexed to the four different Community Facilities Districts (CFDs) for maintenance purposes. Staff recommends that Council approve CFD 2013-1 City of Lathrop Annexation No. 24. CFD 2013-1 Island RD 2062

Annexation No. 24, CFD 2013-1 RIPFA Annexation No. 24 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 2B 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 4091 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 2B, LLC and an Annexation of the City of Lathrop Community Facilities District No. 2013-1 No. 24 (River Islands Public Services and Facilities) in substantially the form as attached to the September 13, 2021 staff report, the 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 and Acceptance of Offer of Dedication for Public Utility Easements with River Islands Stage 2B, LLC, in substantially the form as attached to the City Manager's Report as Attachment "F", 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 13th day of September 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

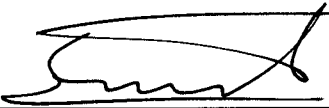
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

VILLAGE GG BOUNDARY

TRACT 4091

TRACT 4091

TRACT 4092

VILLAGE HH

OLD RIVER

VILLAGE KK

VILLAGE II

PARK

VILLAGE JJ

VILLAGE FF

LAKE 12

VILLAGE EE

RIVER ISLANDS PARKWAY

ATTACHMENT "B"
VILLAGE GG
VICINITY MAP

SUBDIVISION IMPROVEMENT AGREEMENT
BY AND BETWEEN THE CITY OF LATHROP AND
RIVER ISLANDS STAGE 2B, LLC, A DELAWARE LIMITED LIABILITY COMPANY
FOR TRACT 4091 VILLAGE “GG1” 48 RESIDENTIAL LOTS

RECITALS

A. This Agreement is made and entered into this **13th day of September 2021**, by and between the **CITY OF LATHROP**, a municipal corporation of the State of California (hereinafter "CITY") and **River Islands Stage 2B, LLC**, a Delaware limited liability company, (hereinafter "SUBDIVIDER").

B. 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 4091. However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with Tract 4091 (Village “GG”) located within the Old River District of River Islands Phase 1, which also includes major streets necessary to access the site. Performance and Labor & Material securities have been provided that guarantee the unfinished improvements for Village “GG” in the amount shown in Section 8.

C. SUBDIVIDER has completed a portion of the joint trench improvements for Tract 4091 and as noted in Recital B, security shall be required for the unfinished portion of these improvements, along with other required infrastructure associated with Tract 4091 and Village “GG” 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 4091 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:

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4091 Village "GG"

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 Old River neighborhood, to the limits identified in Exhibit "A", including the public landscaping, streetlight and joint trench improvements. A Vicinity Map is included as Exhibit "B".

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 4091 that is conveyed to a private interest not associated with the transfer of title of Tract 4091 associated with the filing of Tract 4091 (homebuilder), prior to the completion and occupancy of the last production dwelling unit associated with Tract 4091, or September 13, 2022, 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 \$246,900, equal to 10% of the estimated cost of the Improvements for the Village "GG" entire area (\$2,469,000) as included in the Engineer's estimate attached to this Agreement as Exhibit "D", 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. 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.

8. 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 Village "GG" as included and described in Exhibit "D" of this Agreement. Performance and Labor & Material securities have been provided in the amount shown in Table 1 below. SUBDIVIDER shall also comply with CITY'S insurance requirements set forth on Exhibit "C" attached hereto and incorporated herein.

Table 1 – Bond Values

Unfinished Improvement Total:	\$221,400
Performance Bond (Bond No. 0757341):	\$248,400
Labor & Materials Bond (Bond No. 0757341)	\$124,200

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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 4091.

20. 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.

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4091 Village "GG"

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 4091

EXHIBIT B TRACT 4091 AND VILLAGE "GG" AREA

EXHIBIT C: CITY INSURANCE REQUIREMENTS

EXHIBIT D: UNFINISHED IMPROVEMENT COST ESTIMATE AND VILLAGE "GG"
IMPROVEMENTS COST ESTIMATE

EXHIBIT E: UTILITY CAPACITY GUARANTEES

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4091 Village "GG"

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 13th day of September 2021, at Lathrop, California.

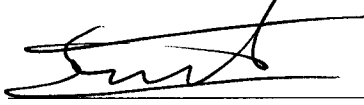
ATTEST: TERESA VARGAS
City Clerk of and for the City
of Lathrop, State of California

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 THE CITY OF LATHROP CITY ATTORNEY

BY:  _____ 8.30.21
Salvador Navarrete Date
City Attorney

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4091 Village "GG"

SUBDIVIDER

River Islands Stage 2B, LLC,
a Delaware limited liability company

BY: _____
Susan Dell'Osso
President

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4091 Village "GG"

EXHIBIT "A"

FINAL MAP - TRACT 4091

OWNERS STATEMENT

THE UNDERSIGNED, DOES HEREBY STATE, THAT THEY ARE THE OWNERS OF OR HAVE RECORD TITLE INTEREST IN THE LAND DELINEATED AND EMERGED WITHIN THE EXTERIOR BOUNDARY LINE OF THE HERIN EMBROIDED FINAL MAP ENTITLED, "TRACT 4091, RIVER ISLANDS-STAGE 2B, VILLAGE GG1", 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 REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES

- TO THE CITY OF LATHROP FOR PUBLIC PURPOSES, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS CABOT AVENUE, POSEY STREET, SHRUTE DRIVE, WALGRA DRIVE, BARRETT COURT, HATTEARS COURT, IRISH MEADOW COURT, AND THURSTON COURT AS SHOWN ON THIS FINAL MAP
- A NON-EXCLUSIVE EASEMENT TO THE CITY OF LATHROP, 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 REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

- TO THE CITY OF LATHROP, PARCELS A THROUGH F FOR PURPOSES OF OPEN SPACE, INCLUDING PUBLIC UTILITIES, STORM DRAIN FACILITIES, SANITARY SEWER FACILITIES, FENCE MAINTENANCE, AND APPURTENANCES THERETO, 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 5, 6, 15, 17, 32 AND 44, ALONG THE LOT LINES AS INDICATED BY THE SYMBOL // AS SHOWN ON THIS FINAL MAP

TO ENSURE MUNICIPAL WATER SERVICES TO ALL LOTS SHOWN UPON THIS MAP, ALL GROUND WATER RIGHTS THAT THE UNDERSIGNED MAY HAVE WITHIN THE DISTINCTIVE BORDER UPON THIS MAP, HEREBY ARE DEDICATED TO THE CITY OF LATHROP

THE UNDERSIGNED DOES HEREBY RESERVE PARCEL 1 THROUGH 5 FOR FUTURE DEVELOPMENT

OWNER: RIVER ISLANDS STAGE 2B, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____ DATE: _____
 ITS: SUSAN DELL'OSSO PRESIDENT

DATED THIS _____ DAY OF _____, 2021

OLD REPUBLIC TITLE COMPANY, AS TRUSTEE, UNDER THE DEED OF TRUST RECORDED DECEMBER 22, 2016, AS DOCUMENT NUMBER 2016-10986, 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 2020-04805, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY

BY: _____ DATE: _____
 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 _____ DAY OF _____, 2021 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/THEIR AUTHORIZED CAPACITIES, 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 NUMBER _____
 MY COMMISSION EXPIRES _____

**TRACT 4091
 RIVER ISLANDS - STAGE 2B
 VILLAGE GG1**

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 19 OF TRACT 4032 (43 MAP 142) CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA AUGUST 2021



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 HERIN EMBROIDED MAP ENTITLED, "TRACT 4091, RIVER ISLANDS-STAGE 2B, VILLAGE GG1", CITY OF LATHROP, CALIFORNIA, CONSISTING OF ELEVEN (11) SHEETS, THIS STATEMENT WAS PRESENTED TO SAID CITY COUNCIL AS PROVIDED BY LAW, AT A MEETING THEREOF, HELD ON THE _____ DAY OF _____, 2021, AND THAT SAID CITY COUNCIL DID THEREUPON BY RESOLUTION NO. _____ DULY PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP, AND HEREBY RELINQUISH TO THE CITY OF LATHROP ALL ABUTTERS RIGHT OF ACCESS TO LOTS 5, 6, 15, 17, 32 AND 44, ALONG THE LOT LINES AS INDICATED BY THE SYMBOL // THE DEDICATION OF GROUND WATER RIGHTS, THE DEDICATION OF ALL PUBLIC UTILITY EASEMENTS, PARCELS A THROUGH F IN FEE, AND ACCEPTED THE OFFER OF DEDICATION OF ALL AVENUES, DRIVES, STREETS, AND COURTS AS SHOWN ON SAID MAP SUBJECT TO THE IMPROVEMENTS BEING COMPLETED IN ACCORDANCE WITH CHAPTER 16, TITLE 16.16 OF THE CITY OF LATHROP MUNICIPAL CODE

ALSO, PURSUANT TO SECTION 65461(C) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE CITY OF LATHROP DOES HEREBY ABANDON THE NON-EXCLUSIVE PUBLIC UTILITY EASEMENT FOR PUBLIC PURPOSES RECORDED MAY 21, 2021, AS DOCUMENT NUMBER 2021-088983, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WITHIN THE BOUNDARY OF THIS FINAL MAP

I FURTHER STATE THAT ALL BONUS 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

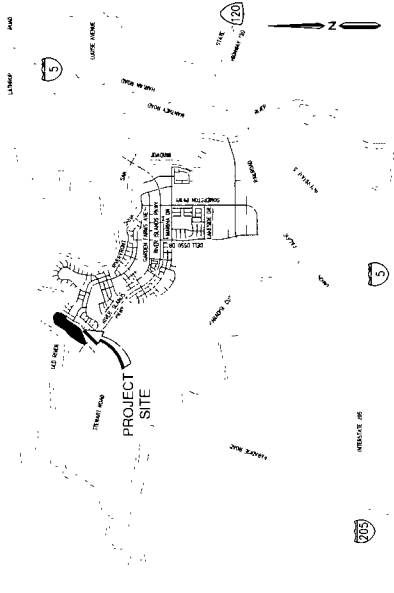
ON _____ DAY OF _____, 2021 BEFORE ME, _____ A NOTARY PUBLIC, PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIES, 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 NUMBER _____
 MY COMMISSION EXPIRES _____

EXEMPT FROM FEE PER GOVERNMENT CODE 273981. DOCUMENT RECORDED IN CONNECTION WITH A CONCURRENT TRANSFER SUBJECT TO THE IMPOSITION OF DOCUMENTARY TRANSFER TAX



VICINITY MAP
 NOT TO SCALE

SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

THIS MAP CONFORMS TO AMENDED VESTING TENTATIVE MAP NO. 3894 APPROVED BY THE PLANNING COMMISSION
 DATED THIS _____ DAY OF _____, 2021

MARK MEISSNER, COMMUNITY DEVELOPMENT DIRECTOR
 CITY OF LATHROP

CITY ENGINEER'S STATEMENT

I, GLENN GEBHARDT, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA AND I AM NOT PROVIDING ANY GUARANTEE OF THE ACCURACY OF THE INFORMATION CONTAINED IN THIS MAP AS 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 THERETO, APPLICABLE AT THE TIME OF APPROVAL OF AMENDED VESTING TENTATIVE MAP

DATED THIS _____ DAY OF _____, 2021



GLENN GEBHARDT, R.C.E. 34681
 CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2021, AT _____ M
 IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____ AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY
 FEE \$ _____

STEVE BESTIARDDES, ASSESSOR-RECORDER-COUNTY CLERK
 SAN JOAQUIN COUNTY, CALIFORNIA
 BY _____ ASSISTANT/DEPUTY RECORDER

TRACT 4091 RIVER ISLANDS - STAGE 2B VILLAGE GG1

A PORTION OF FRANCISCO E. PESCADERO, BEING
A SUBDIVISION OF PARCEL 19 OF TRACT 4032 (43 MAP 142)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2021



CITY SURVEYOR'S STATEMENT

I, DARRYL A. ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4091, RIVER ISLANDS-STAGE 2B, VILLAGE GG1", CITY OF LATHROP, CALIFORNIA, AND I AM SATISFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2021

DARRYL A. ALEXANDER, P.L.S. 5071
ACTING CITY SURVEYOR



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 TIME OF THE SURVEY, THE PROPERTY WAS UNDEVELOPED AND THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE, SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED AMENDED VESTING TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2021

OTLAW GRANFORD, P.L.S. NO 7788



RECITALS

1. FIGHT TO FARM STATEMENT PER CITY OF LATHROP MUNICIPAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15.46.04, THE CITY OF LATHROP PERMITS OPERATION OF PROPERLY CONDUCTED AGRICULTURAL OPERATIONS WITHIN THE CITY LIMITS, INCLUDING THOSE OPERATIONS THAT INVOLVE THE USE OF AGRICULTURAL MACHINERY AND EQUIPMENT. THE CITY OF LATHROP PURCHASING MAY BE LOCATED CLOSE TO AGRICULTURAL LANDS AND OPERATIONS THAT 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 LIMITATIONS, CULTIVATION, FLOWING, SPRAYING, IRRIGATION, PRUNING, HARVESTING, BURNING OF AGRICULTURAL WASTE PRODUCTS, PROTECTION OF CROPS AND ANIMALS FROM DEPREDATION, AND OTHER ACTIVITIES WHICH MAY GENERATE DUST, SMOKE, NOISE, ODOR, RODENTS AND OUTGAS. THE CITY OF LATHROP HAS A POLICY OF PROTECTING THE LOCALITY OF THE 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 "GEOTECHNICAL EXPLORATION, RIVER ISLANDS PHASE 1, LATHROP, CALIFORNIA", REFERENCED AS PROJECT NO 5044.5.001.01 AND DATED JULY 29, 2005, HAS BEEN PREPARED FOR THIS PROJECT BY ENGEO, INCORPORATED, JOSEF J. TOOLE, C.E. NO 2677, AND IS ON FILE WITH THE CITY OF LATHROP.
3. TRACT 4091, RIVER ISLANDS-STAGE 2B, VILLAGE GG1, CONSISTS OF PARCELS 1 THROUGH 5, AND 6 THROUGH 8, AND THE ADJACENT ACCESS, EGRESS, OR EGRESS REQUISITES THAT ARE BEING DEDICATED BY THIS FINAL MAP, AS SHOWN ON THIS FINAL MAP. (PLEASE REFER TO THE AREA TABLE BELOW)

TRACT 4091 AREA SUMMARY	
LOTS 1 THROUGH 48	14,679 AC±
STREET DEDICATIONS	9,124 AC±
PARCELS A THROUGH F	1,925 AC±
PARCEL 1 THROUGH 5	16,428 AC±
TOTAL	42,16 AC±

4. BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 1714021803-1R, DATED MARCH 8, 2021, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

REFERENCES

- (R1) TRACT 4032, RIVER ISLANDS-STAGE 2B, LARGE LOT FINAL MAP, FILED OCTOBER 6, 2020, IN BOOK 43 OF MAPS AND PLATS, PAGE 142, S.J.C.R. (43 MAP 142)
- (R2) TRACT 4063, RIVER ISLANDS-STAGE 2B, VILLAGE EE, FILED FEBRUARY 17, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 160, S.J.C.R. (43 MAP 160)
- (R3) TRACT 4067, RIVER ISLANDS-STAGE 2B, VILLAGE FF, FILED MARCH 19, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 163, S.J.C.R. (43 MAP 163)

SIGNATURE OMISSIONS

PURSUANT TO SECTION 86436 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 2007-01046177, S.J.C.R.
2. LEVEE EASEMENT IN FAVOR OF RECLAMATION DISTRICT 2062 PER DOCUMENT NUMBER 2019-0600955, S.J.C.R.

CERTIFICATE OF DEDICATION

THE FOLLOWING REAL PROPERTY IS DEDICATED BY RIVER ISLANDS STAGE 2B, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS FOLLOWS:

- 1) PARCELS A THROUGH F, FOR PURPOSES OF LANDSCAPE OPEN SPACE INCLUDING PUBLIC UTILITIES AND STORM DRAIN FACILITIES, AND PEDESTRIAN INGRESS AND EGRESS.
- THE CITY OF LATHROP SHALL RECOVER 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.

EASEMENT ABANDONMENT NOTE

THE NON-EXCLUSIVE PUBLIC UTILITY EASEMENT FOR PUBLIC PURPOSES DESCRIBED IN SECTION 66477.5 OF THE GOVERNMENT CODE, AS RECORDED IN SAN JOAQUIN COUNTY, IN WHAT TRACT 4091 IS BEING ABANDONED BY THIS FINAL MAP. PLEASE REFER TO THE CITY CLERK'S STATEMENT ON SHEET 1.

TRACT 4091 RIVER ISLANDS - STAGE 2B VILLAGE GG1

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 19 OF TRACT 4032 (43 MAP 142)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2021



SCALE 1" = 150'
0 75' 150' 300'

LEGEND

- ⊙ MONUMENT TO BE SET
- FOUND MONUMENT PER (R1)
- FOUND 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788" PER (R1)
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7785" PER (R1)

RESTRICTED ACCESS

BOUNDARY

LOT LINE OR RIGHT-OF-WAY LINE

EASEMENT LINE

CENTERLINE

200.00' (R1)

MEASURED AND RECORD DATA PER REFERENCE (R1)

DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2

MONUMENT TO BOUNDARY

(M-B)

(M-W)

(C/L INTX=M)

RADIAL BEARING

(R)

TOTAL

BOUNDARY

(B)

DOCUMENT NUMBER

DN

PUBLIC UTILITY EASEMENT

W/E

WALL EASEMENT

W/C

WITNESS CORNER

LINE, CURVE, RADIAL LINE

L1/C1/R1

EASEMENT REFERENCE NUMBER

NOTES

SEE SHEET 2 FOR REFERENCES

BASIS OF BEARINGS

THE BEARING OF NORTH 32°35'34" EAST BETWEEN FOUND MONUMENTS ALONG WALLERA DRIVE AND SHRUTE DRIVE IS THE BASIS OF THE BEARINGS SHOWN ON THIS MAP (ZONE 3, NAD83). ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

EASEMENTS

- ① STAGE 2B LEVEL EASEMENT IN FAVOR OF ISLAND RECLAMATION DISTRICT
- ② 2062 PER DN 2018-060093, S.J.C.R.

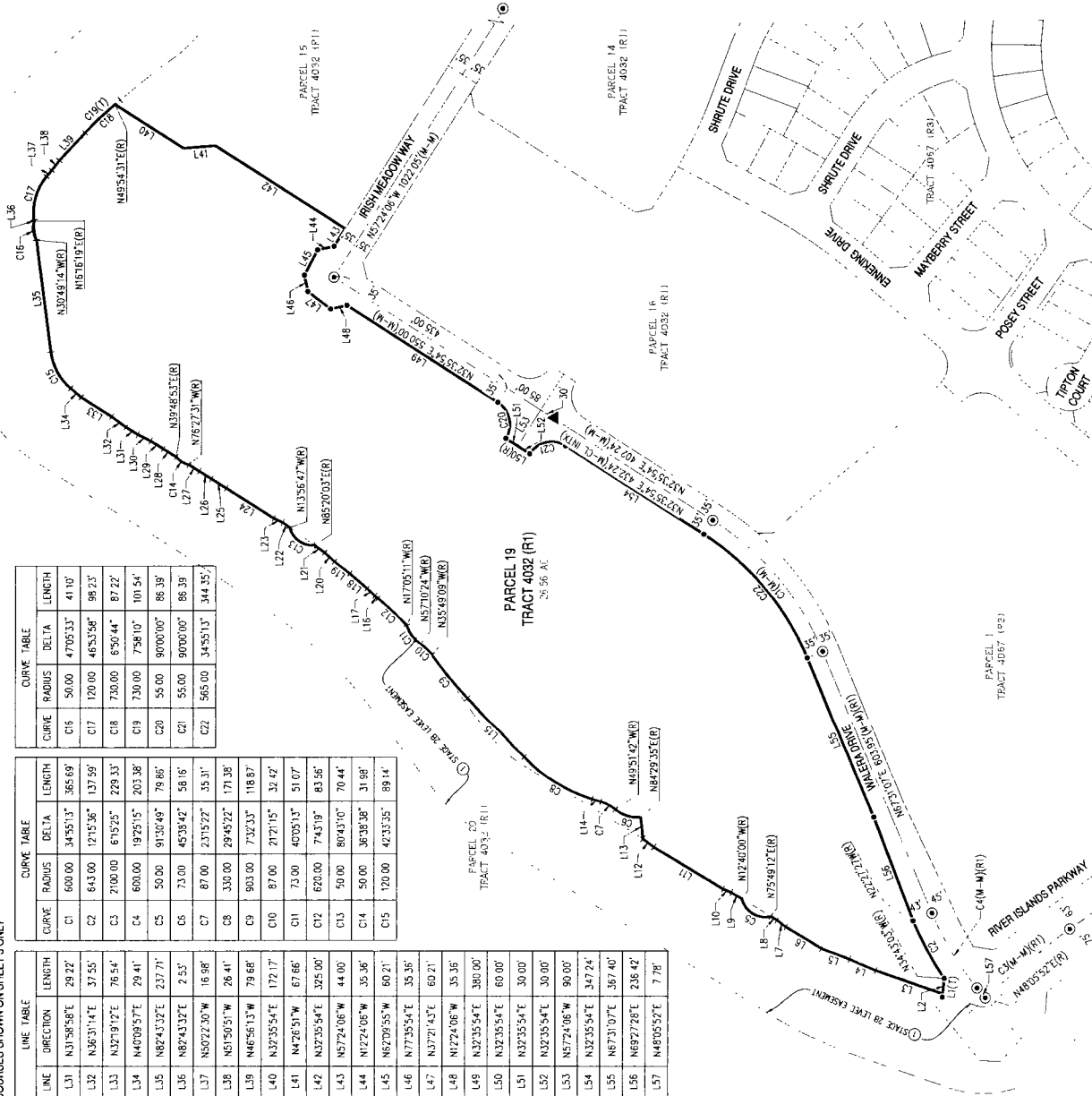
LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEET 3 ONLY

LINE	DIRECTION	LENGTH
L1	N84°11'41"W	38.90'
L2	N84°11'41"W	32.06'
L3	N85°52'45"E	149.31'
L4	N23°06'37"E	58.81'
L5	N20°41'05"E	63.58'
L6	N31°03'36"E	87.20'
L7	N37°55'49"E	23.90'
L8	N31°34'36"E	15.02'
L9	N31°34'36"E	25.46'
L10	N22°36'23"E	19.24'
L11	N31°34'36"E	171.27'
L12	N37°29'42"E	29.10'
L13	N84°29'35"E	46.04'
L14	N16°52'46"E	19.26'
L15	N46°38'18"E	174.53'
L16	N38°56'05"E	8.74'
L17	N43°31'24"E	22.90'
L18	N40°16'22"E	48.21'
L19	N30°03'14"E	40.70'
L20	N42°06'21"E	28.07'
L21	N35°41'32"E	26.32'
L22	N35°41'49"E	18.22'
L23	N24°41'33"E	70.66'
L24	S32°25'21"W	118.82'
L25	N32°32'48"E	37.39'
L26	N31°52'04"E	30.45'
L27	N31°51'48"E	25.82'
L28	N31°51'48"E	32.30'
L29	N31°49'27"E	31.34'
L30	N26°17'28"E	30.51'

LINE	DIRECTION	LENGTH
L31	N31°58'58"E	29.22'
L32	N36°31'14"E	37.55'
L33	N32°19'22"E	76.54'
L34	N44°00'57"E	29.41'
L35	N82°43'32"E	237.71'
L36	N82°43'32"E	2.53'
L37	N50°22'30"W	16.98'
L38	N51°50'51"W	26.41'
L39	N46°56'13"W	79.68'
L40	N32°35'54"E	171.17'
L41	N42°51'10"E	67.66'
L42	N32°35'54"E	325.00'
L43	N57°24'06"W	44.00'
L44	N12°24'05"W	35.36'
L45	N62°09'55"W	60.21'
L46	N72°35'54"E	35.36'
L47	N37°21'43"E	60.21'
L48	N72°24'06"W	35.36'
L49	N32°35'54"E	380.00'
L50	N32°35'54"E	60.00'
L51	N32°35'54"E	30.00'
L52	N32°35'54"E	30.00'
L53	N57°24'06"W	90.00'
L54	N32°35'54"E	347.24'
L55	N67°31'07"E	367.40'
L56	N69°27'28"E	236.42'
L57	N48°05'52"E	7.78'

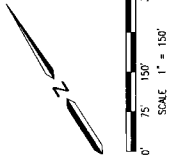
CURVE	RADIUS	DELTA	LENGTH
C1	600.00	34°55'13"	365.69'
C2	643.00	12°15'36"	137.59'
C3	7100.00	6°19'25"	229.33'
C4	600.00	19°25'15"	203.38'
C5	50.00	91°38'49"	78.86'
C6	73.00	45°38'42"	58.16'
C7	87.00	23°15'22"	35.31'
C8	330.00	29°45'22"	171.38'
C9	903.00	7°52'33"	118.87'
C10	87.00	21°21'15"	32.42'
C11	73.00	40°03'13"	51.07'
C12	620.00	74°31'19"	83.56'
C13	50.00	80°43'10"	70.44'
C14	50.00	36°38'38"	31.98'
C15	120.00	42°33'35"	89.14'

CURVE	RADIUS	DELTA	LENGTH
C16	50.00	47°05'33"	41.10'
C17	120.00	46°53'58"	99.23'
C18	730.00	6°50'44"	87.22'
C19	730.00	7°58'10"	100.54'
C20	50.00	90°00'00"	86.39'
C21	55.00	90°00'00"	86.39'
C22	565.00	34°55'13"	344.35'



TRACT 4091 RIVER ISLANDS - STAGE 2B VILLAGE GG1

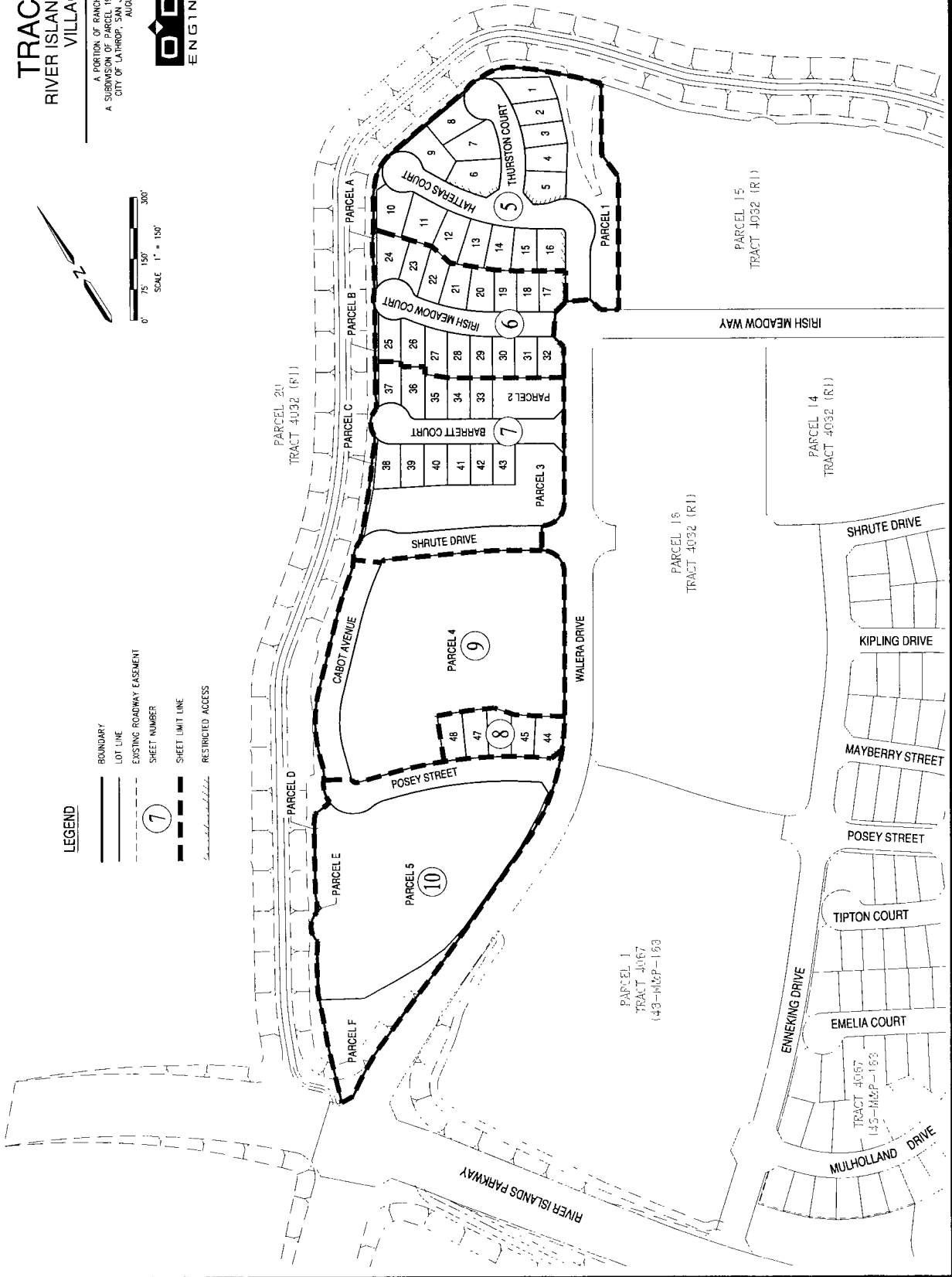
A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 19 OF TRACT 4032 (43 MAP 142)
CITY OF LATHROP, SPOKANE COUNTY, OREGON
AUGUST 2022



LEGEND

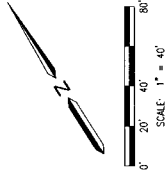
- BOUNDARY
- LOT LINE
- EXISTING ROADWAY EASEMENT
- SHEET NUMBER
- SHEET LIMIT LINE
- RESTRICTED ACCESS

7



TRACT 4091 RIVER ISLANDS - STAGE 2B VILLAGE GG1

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 19 OF TRACT 4032 (43 MAP 142)
CITY OF LATHROP, SPOKANE COUNTY, CALIFORNIA
AUGUST 2021

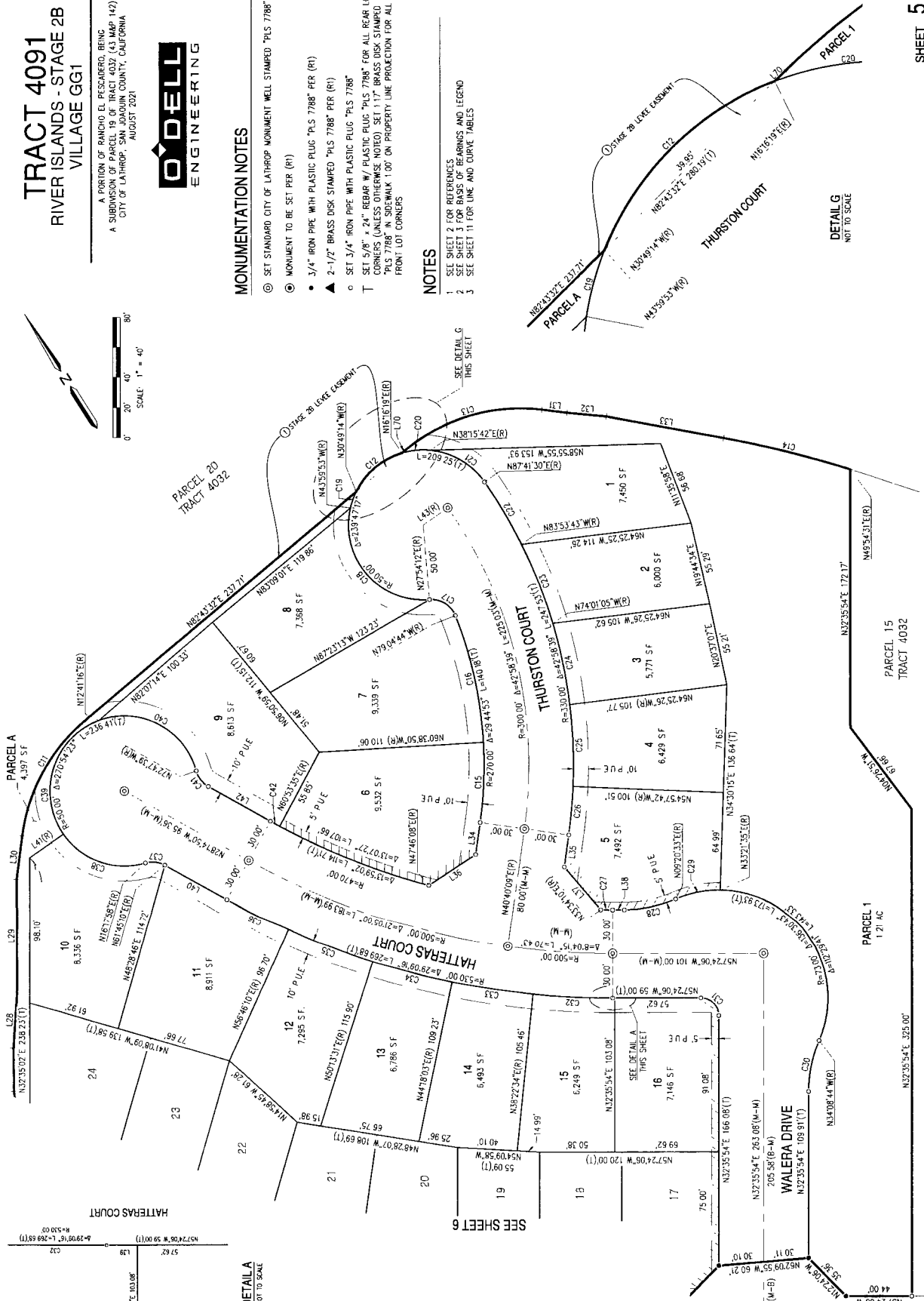


MONUMENTATION NOTES

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ MONUMENT TO BE SET PER (R)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R)
- ▲ 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R)
- SET 3/4" 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 FOR ALL FRONT LOT CORNERS

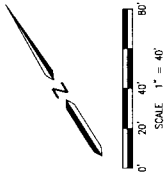
NOTES

1. SEE SHEET 2 FOR REFERENCES
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
3. SEE SHEET 11 FOR LINE AND CURVE TABLES



TRACT 4091 RIVER ISLANDS - STAGE 2B VILLAGE GG1

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 19 OF TRACT 4032 (43 MAP 142)
CITY OF LAHROIP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2021

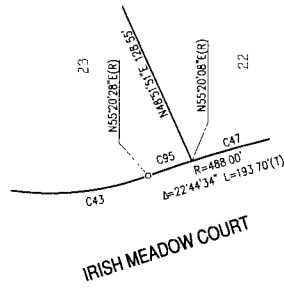


MONUMENTATION NOTES

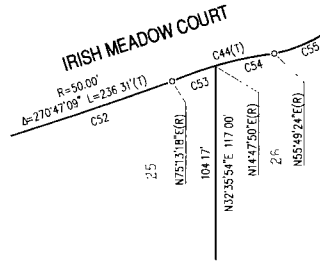
- ⊙ SET STANDARD CITY OF LAHROIP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ MONUMENT TO BE SET PER (R1)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1)
- ▲ 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R1)
- SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- ⊕ SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED) SET 1/2" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 1.00' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS

NOTES

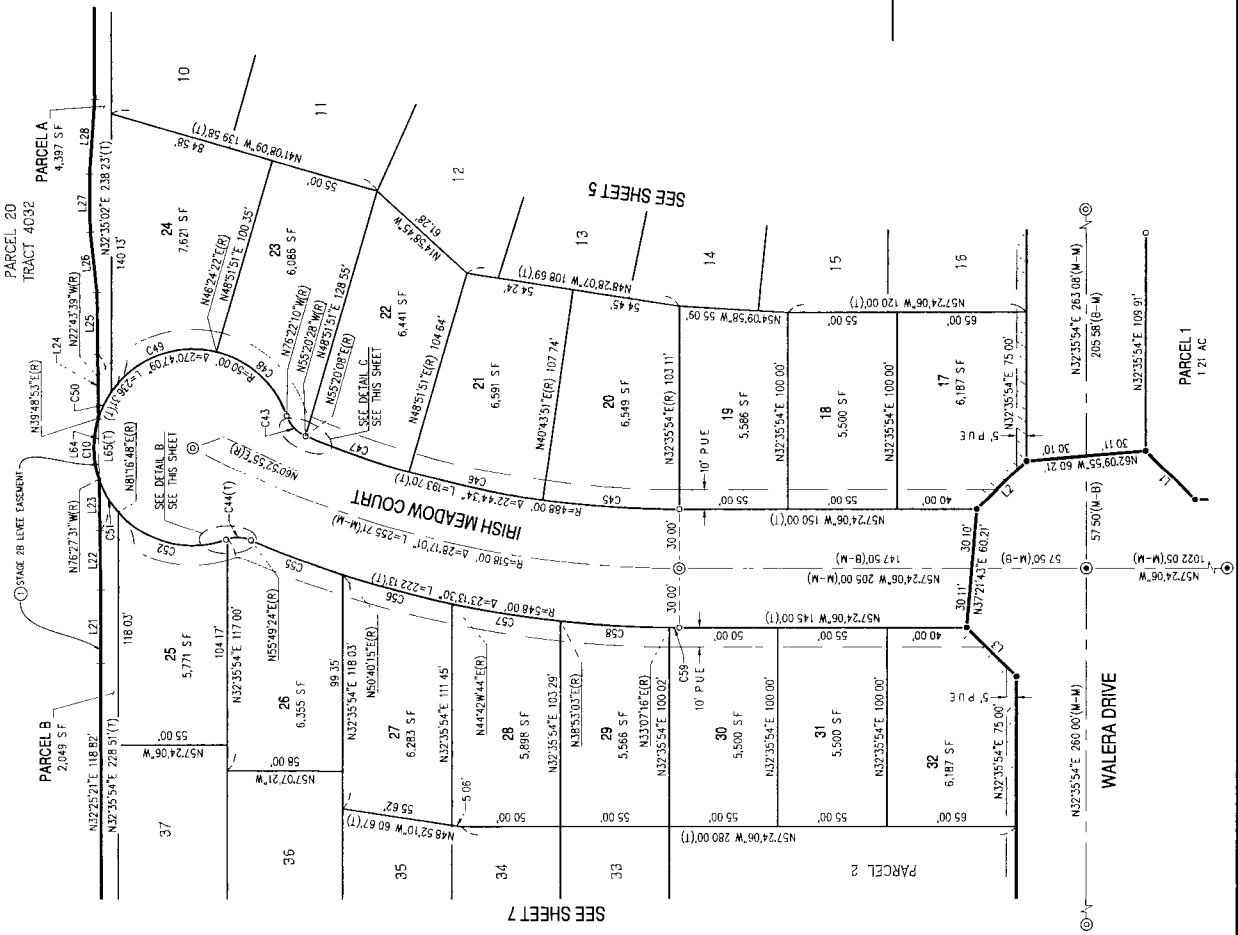
1. SEE SHEET 2 FOR REFERENCES
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND.
3. SEE SHEET 11 FOR LINE AND CURVE TABLES



DETAIL C
NOT TO SCALE

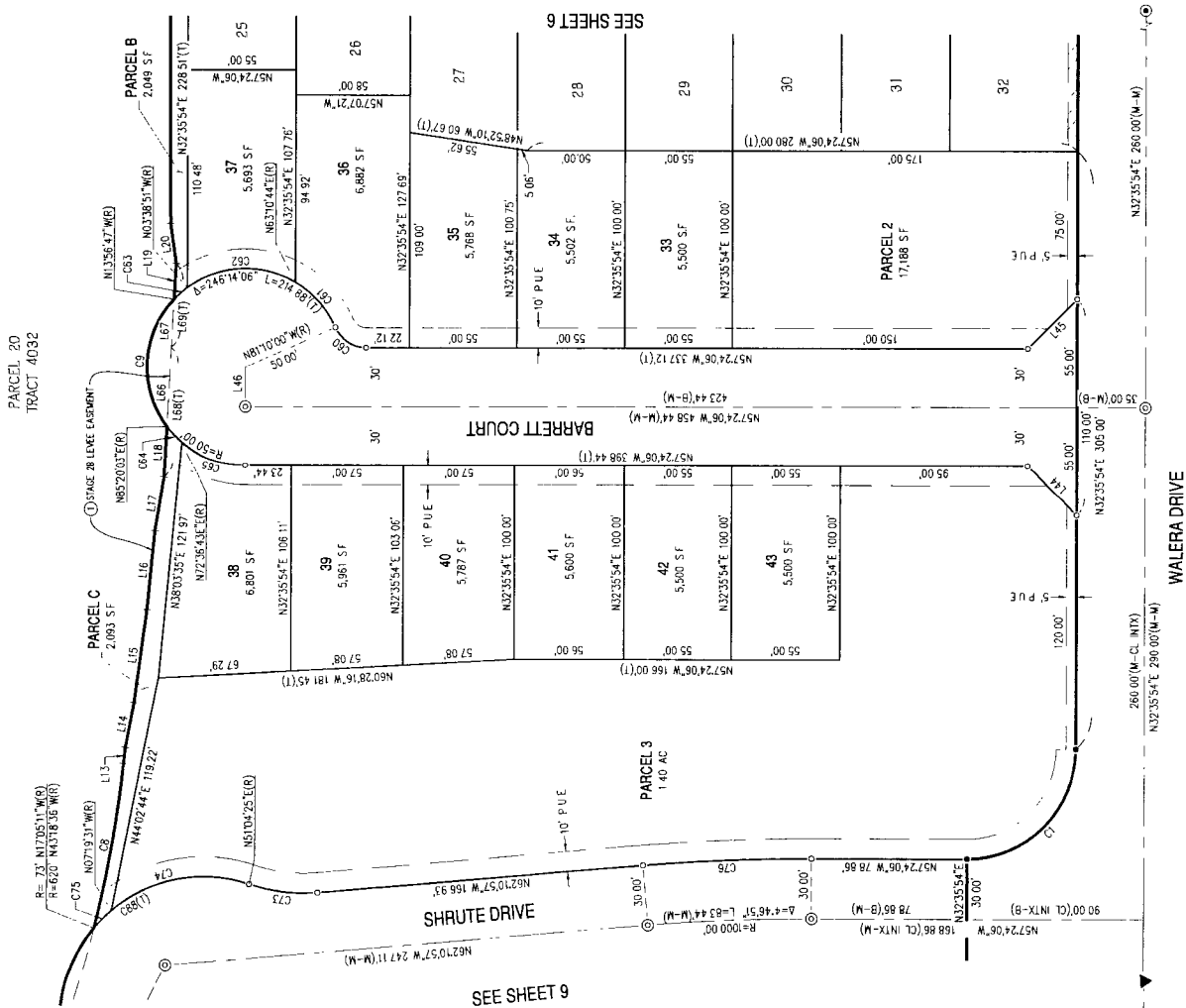
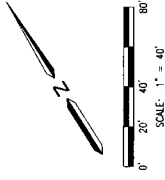


DETAIL B
NOT TO SCALE



TRACT 4091 RIVER ISLANDS - STAGE 2B VILLAGE GG1

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 19 OF TRACT 4032 (43 MAP 142)
CITY OF LAHROP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2021



MONUMENTATION NOTES

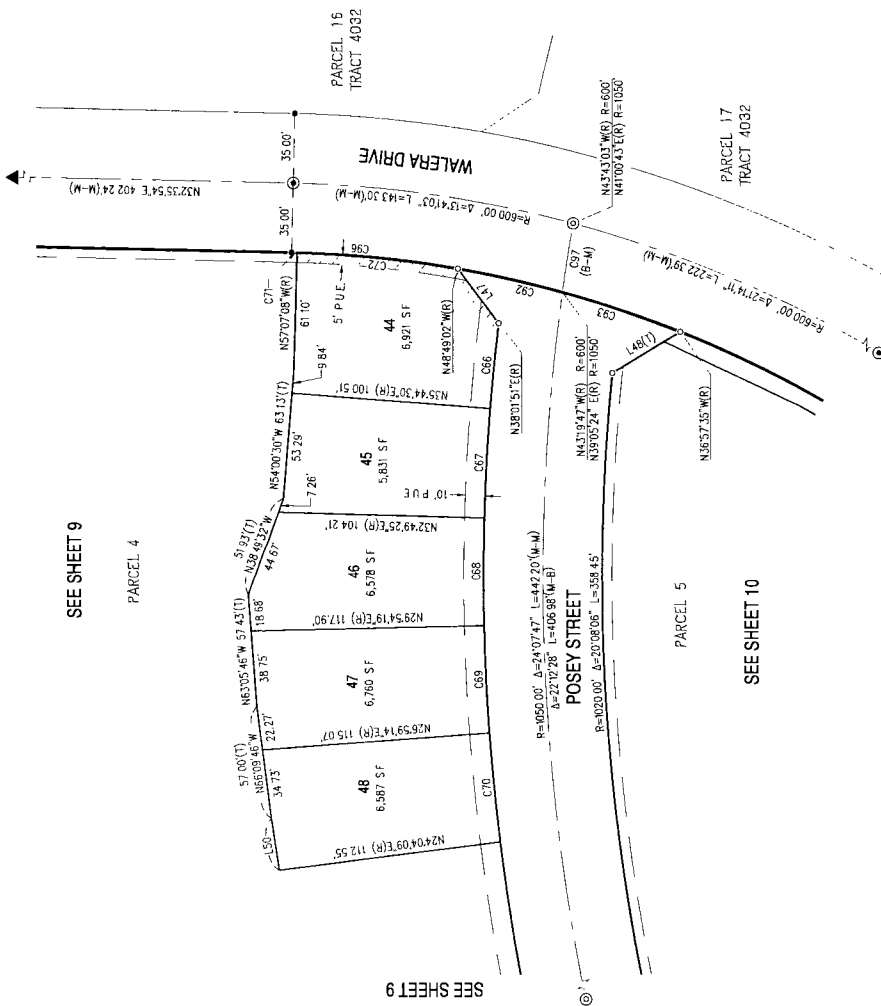
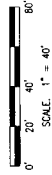
- ⊙ SET STANDARD CITY OF LAHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ MONUMENT TO BE SET PER (R1)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1)
- ▲ 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R1)
- SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- ⊕ SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED) SET 1 1/2" BRASS DISK STAMPED "PLS 7788" IN 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 11 FOR LINE AND CURVE TABLES

TRACT 4091 RIVER ISLANDS - STAGE 2B VILLAGE GG1

A PORTION OF RANCHO EL PESQUERO, BEING
A SUBDIVISION OF PARCEL 19 OF TRACT 4032 (43 MAP 142)
CITY OF LAHORE, SAN DIEGO COUNTY, CALIFORNIA
AUGUST 2021



SEE SHEET 9

PARCEL 4

PARCEL 5

SEE SHEET 10

SEE SHEET 9

MONUMENTATION NOTES

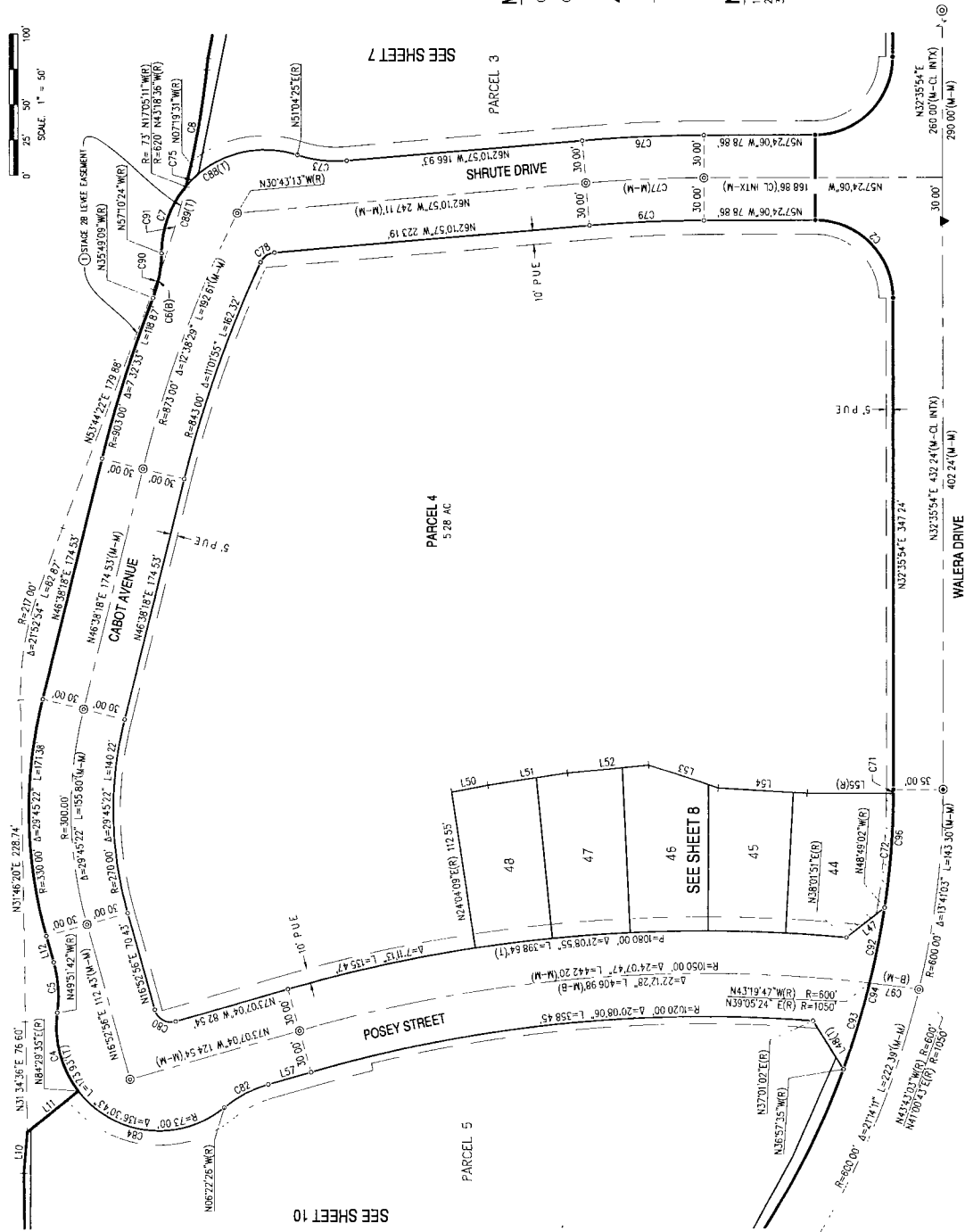
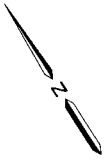
- ⊙ SET STANDARD CITY OF LAHORE MONUMENT WELL STAMPED "PLS 7788"
- ⊙ MONUMENT TO BE SET PER (R)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R)
- ▲ 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R)
- SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R)
- SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED) SET 11" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 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.
3. SEE SHEET 11 FOR LINE AND CURVE TABLES.

TRACT 4091 RIVER ISLANDS - STAGE 2B VILLAGE GG1

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 19 OF TRACT 4032 (4.3 MAP 142)
CITY OF LAHOMA, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2021



MONUMENTATION NOTES

- ⊙ SET STANDARD CITY OF LAHOMA MONUMENT WELL STAMPED "PLS 7788"
- ⊙ MONUMENT TO BE SET PER (R1)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1)
- ▲ 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R1)
- SET 3/4" 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" AND SET BACK 1.00' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS

NOTES

- 1 SEE SHEET 2 FOR REFERENCES
- 2 SEE SHEET 3 FOR BESS AND BARRIS AND LEGEND
- 3 SEE SHEET 11 FOR LINK AND CURVE TABLES

TRACT 4091 RIVER ISLANDS - STAGE 2B VILLAGE GG1

A PORTION OF RANCHO EL PASO, BEING
A SUBDIVISION OF PARCEL 19 OF TRACT 4032 (43 MAP 142)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2021

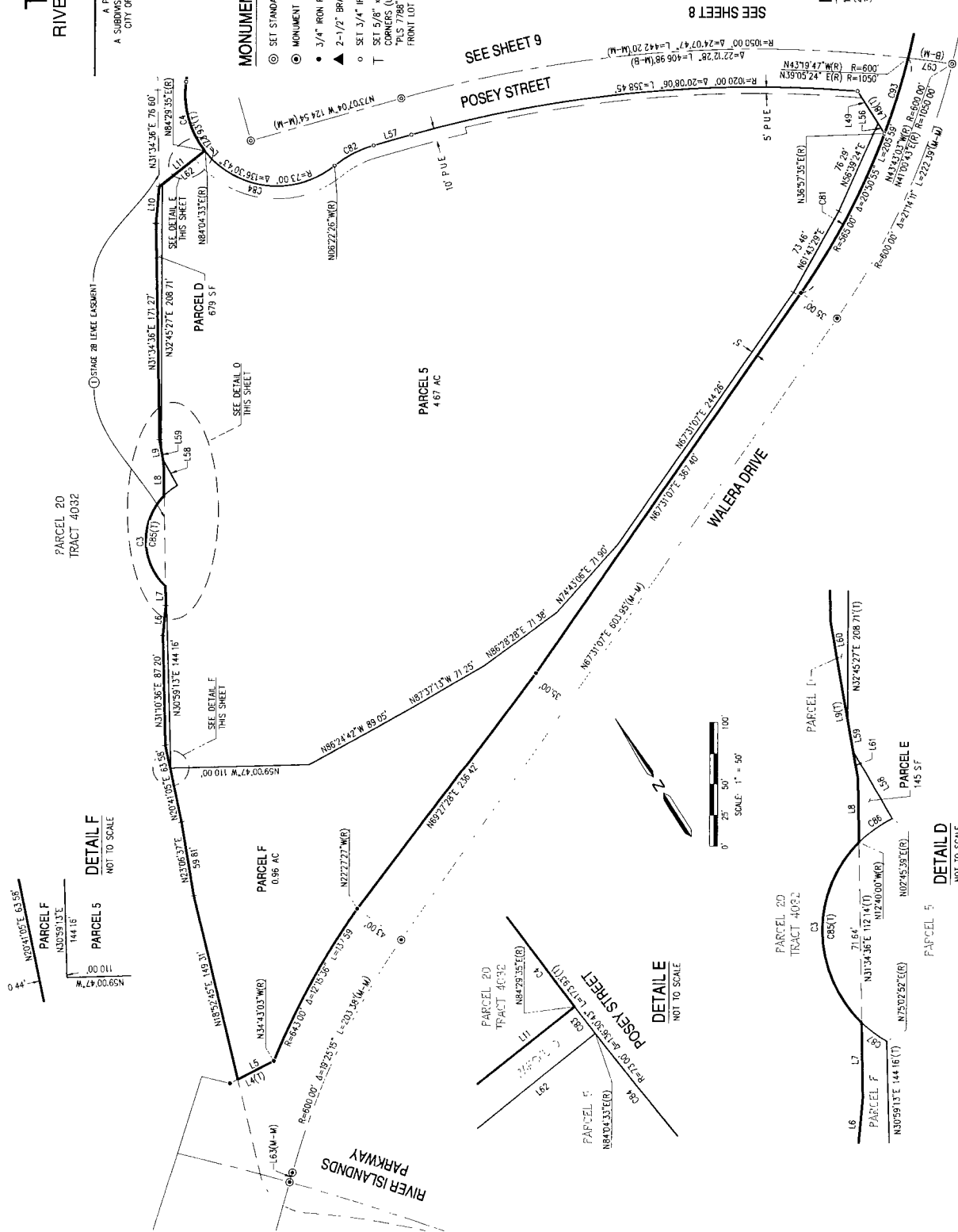


MONUMENTATION NOTES

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ MONUMENT TO BE SET PER (R1)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1)
- ▲ 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R1)
- SET 3/4" 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 SIDEWALK 1'00" ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS

NOTES

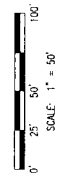
1. SEE SHEET 2 FOR REFERENCES
2. SEE SHEET 3 FOR CURVE DATA TABLES AND LEGEND
3. SEE SHEET 11 FOR LINE AND CURVE TABLES.



DETAIL 1
NOT TO SCALE

DETAIL 2
NOT TO SCALE

DETAIL 3
NOT TO SCALE



TRACT 4091 RIVER ISLANDS - STAGE 2B VILLAGE GG1

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 19 OF TRACT 4032 (4.3 MAP 142)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2021



LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 5 THROUGH 10 ONLY

LINE TABLE			CURVE TABLE			CURVE TABLE			CURVE TABLE				
LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH	CURVE	RADIUS	DELTA	LENGTH	CURVE	RADIUS	DELTA	LENGTH
L1	N1224.06°W	35.36'	L41	N8746.27°E	27.63'	C1	55.00	9000.00"	86.39'	C41	17.00	4527.71"	13.48'
L2	N7735.54°E	35.35'	L42	N2814.50°W	47.61'	C2	55.00	9000.00"	86.39'	C42	470.00	051.34"	7.05'
L3	N1224.06°W	35.36'	L43	N8744.30°E	20.00'	C3	50.00	9130.49"	79.86'	C43	17.00	4617.22"	14.33'
L4	N8411.41°W	38.99'	L44	N1224.06°W	35.36'	C4	73.00	4538.42"	58.16'	C44	17.00	4258.43"	12.75'
L5	N8411.41°W	38.08'	L45	N7735.54°E	35.36'	C5	87.00	2315.22"	35.31'	C45	488.00	8075.7"	69.27'
L6	N3759.49°E	23.90'	L46	N3235.54°E	20.00'	C6	87.00	2171.15"	32.42'	C46	488.00	8080.1"	69.27'
L7	N3134.36°E	19.02'	L47	N8436.23°E	34.37'	C7	73.00	4005.13"	51.07'	C47	488.00	6781.7"	55.12'
L8	N3134.36°E	25.46'	L48	N0014.37°E	39.94'	C8	620.00	743.19"	83.56'	C48	50.00	5713.28"	49.94'
L9	N2235.23°E	19.24'	L49	N0014.37°E	30.36'	C9	50.00	8043.10"	70.44'	C49	50.00	6938.01"	60.33'
L10	N3729.42°E	29.10'	L50	N8744.37°W	26.12'	C10	50.00	3638.38"	31.98'	C50	50.00	1705.14"	14.91'
L11	N8429.35°E	46.04'	L51	N6809.46°W	57.00'	C11	120.00	4233.35"	89.14'	C51	50.00	2215.42"	19.43'
L12	N1652.55°E	19.26'	L52	N6306.46°W	57.43'	C12	50.00	4705.33"	41.10'	C52	50.00	6926.07"	59.72'
L13	N3856.05°E	8.24'	L53	N3849.32°W	51.93'	C13	120.00	4853.58"	98.23'	C53	17.00	157.09"	0.58'
L14	N4331.24°E	22.90'	L54	N5400.30°W	63.13'	C14	730.00	650.44"	87.22'	C54	17.00	4101.34"	12.17'
L15	N4016.22°E	48.21'	L55	N5707.08°W	61.10'	C15	270.00	1118.59"	53.33'	C55	548.00	509.09"	49.28'
L16	N3803.14°E	40.70'	L56	N0014.37°E	9.98'	C16	270.00	1825.54"	86.86'	C56	548.00	557.31"	56.99'
L17	N4206.21°E	28.02'	L57	N7307.04°W	31.37'	C17	17.00	7301.04"	21.66'	C57	548.00	546.41"	55.74'
L18	N3541.32°E	26.32'	L58	N245.39°E	23.35'	C18	50.00	10805.95"	64.33'	C58	548.00	545.47"	55.12'
L19	N3541.49°E	19.22'	L59	N2236.23°E	8.51'	C19	50.00	1370.19"	11.50'	C59	548.00	031.22"	5.00'
L20	N4241.33°E	20.66'	L60	N2236.23°E	7.72'	C20	50.00	2159.23"	19.19'	C60	17.00	6614.06"	19.85'
L21	N3232.48°E	37.39'	L61	N2236.23°E	3.01'	C21	50.00	4925.48"	43.14'	C61	50.00	3539.16"	31.11'
L22	N3152.04°E	30.45'	L62	N8404.33°E	43.55'	C22	330.00	824.47"	48.46'	C62	50.00	6649.35"	58.32'
L23	N3151.48°E	25.82'	L63	N4805.52°E	7.78'	C23	330.00	952.38"	56.89'	C63	50.00	1017.56"	8.99'
L24	N3151.48°E	32.30'	L64	N3151.48°E	31.44'	C24	330.00	935.99"	55.26'	C64	50.00	1243.20"	11.10'
L25	N3149.27°E	31.34'	L65	N3151.48°E	89.56'	C25	330.00	927.44"	54.50'	C65	50.00	4090.49"	34.92'
L26	N3617.28°E	30.51'	L66	N3541.32°E	40.48'	C26	330.00	537.51"	32.43'	C66	1080.00	217.21"	43.15'
L27	N3158.58°E	29.22'	L67	N3541.49°E	24.28'	C27	470.00	058.16"	7.97'	C67	1080.00	255.05"	55.01'
L28	N3831.14°E	37.55'	L68	N3541.32°E	66.80'	C28	87.00	2315.22"	35.31'	C68	1080.00	255.05"	55.01'
L29	N3219.12°E	76.54'	L69	N3541.49°E	42.50'	C29	73.00	2401.02"	30.60'	C69	1080.00	255.05"	55.01'
L30	N4009.57°E	29.41'	L70	N6243.32°E	2.53'	C30	87.00	2315.22"	35.31'	C70	1080.00	255.05"	55.01'
L31	N6922.30°W	16.98'				C31	12.00	9000.00"	18.85'	C71	565.00	016.58"	2.79'
L32	N5150.51°W	28.41'				C32	530.00	546.40"	53.45'	C72	565.00	818.06"	81.86'
L33	N4656.13°W	79.68'				C33	530.00	555.28"	54.60'	C73	87.00	2315.22"	35.31'
L34	N4040.09°E	21.59'				C34	530.00	555.28"	60.54'	C74	73.00	5823.56"	74.41'
L35	N4040.09°E	21.59'				C35	530.00	632.39"	60.54'	C75	73.00	945.40"	12.44'
L36	N8913.08°E	37.46'				C36	530.00	458.59"	46.09'	C76	1030.00	446.51"	85.94'
L37	N752.50°W	37.48'				C37	17.00	4527.71"	13.48'	C77	1000.00	446.51"	83.44'
L38	N5724.06°W	7.82'				C38	50.00	7128.29"	62.37'	C78	12.00	6008.50"	12.60'
L39	N6724.06°W	1.37'				C39	50.00	10454.49"	91.55'	C79	970.00	446.51"	80.94'
L40	N2814.50°W	47.61'				C40	50.00	9431.05"	92.48'	C80	12.00	9000.00"	18.85'

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4091 Village "GG"

EXHIBIT "B"

TRACT 4091 VILLAGE "GG" AREA

VILLAGE GG BOUNDARY

TRACT 4091

TRACT 4091

TRACT 4092

VILLAGE HH

OLD RIVER

VILLAGE KK

VILLAGE II

PARK

VILLAGE JJ

VILLAGE FF

LAKE 12

VILLAGE EE

RIVER ISLANDS PARKWAY

EXHIBIT "B"
VILLAGE GG
VICINITY MAP

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.

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.

United Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 051 00 (02/20)

PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS of the COMMERCIAL GENERAL LIABILITY COVERAGE PART, and supersedes any provision to the contrary:

Primary and Non-Contributory Insurance

Any coverage provided to an Additional Insured under this policy shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless:

- a. (1) The Additional Insured is a Named Insured under such other insurance;

and

- (2) A fully written contract fully executed prior to the Named Insured's commencement of work for such Additional Insured for the specific project that is the subject of the claim, "suit," or "occurrence" expressly requires that this insurance:

- (i) apply on a primary and non-contributory basis;

and

- (ii) would not seek contribution from any other insurance available to the additional insured.

or

- b. Prior to a loss, you request in writing and we agree in writing that this insurance shall apply on a primary and non-contributory basis.

Name Of Person(s) Or Organization(s)
As Required By Written Contract, Fully Executed Prior To The Named Insured's Work.

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

Policy: ATN217764P

UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 064 00 (01/15)

THIRD PARTY CANCELLATION NOTICE ENDORSEMENT

This endorsement modifies the 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

Name and Address of Other Person/Organization

**City of Lathrop, its officers, City Council,
boards and commissions and members thereof,
its employees and agents
390 Towne Centre Drive
Lathrop, CA 95330**

Number of Days Notice

30

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4091 Village "GG"

EXHIBIT "D"
UNFINISHED IMPROVEMENT COST ESTIMATE
AND VILLAGE "GG" – FULL IMPROVEMENT COST

ENGINEER'S BOND ESTIMATE
COST TO COMPLETE
RIVER ISLANDS - Stage 2B
VILLAGE GG (110 LOTS)
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

August 11, 2021
 Job No.: 25503-48

Item Description	Quantity	Unit	Unit Price	Amount
1 Sanitary Sewer Raising Iron & Setting SSCO boxes (0% Completion)	1	LS	\$ 55,300.00	\$ 55,300.00
2 Storm Drain Raising Iron (0% Completion)	1	LS	\$ 2,400.00	\$ 2,400.00
3 Domestic Water Raising Iron & Setting Water Boxes (0% Completion)	1	LS	\$ 58,800.00	\$ 58,800.00
4 Joint Trench (60% Completion)	1	LS	\$ 75,500.00	\$ 75,500.00
5 AC Paving (0% Completion)	1	LS	\$ 14,400.00	\$ 14,400.00
6 Striping & Mounments (0% Completion)	1	LS	\$ 15,000.00	\$ 15,000.00
TOTAL COST TO COMPLETE \$				221,400.00

Notes:

- 1) Estimate for cost to complete based on contractor's note for Village GG dated 08/11/2021

ENGINEER'S PRELIMINARY COST ESTIMATE
VILLAGE GG (110 UNITS)
STAGE 2B
RIVER ISLANDS
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

May 6, 2019
Job No.: 25503-48

Item	Description	Quantity	Unit	Unit Price	Amount
<u>ROADWAY</u>					
1	Fine Grading	301,700	SF	\$ 0.45	\$ 135,765.00
2	3" AC Paving	102,800	SF	\$ 1.50	\$ 154,200.00
3	4.5" AC Paving	63,900	SF	\$ 2.25	\$ 143,775.00
4	6" Aggregate Base	29,200	SF	\$ 0.90	\$ 26,280.00
5	7" Aggregate Base	73,700	SF	\$ 1.05	\$ 77,385.00
6	8" Aggregate Base	63,800	SF	\$ 1.20	\$ 76,560.00
7	Vertical Curb and Gutter <i>(with AB cushion)</i>	2,600	LF	\$ 15.00	\$ 39,000.00
8	Rolled Curb and Gutter <i>(with AB cushion)</i>	7,100	LF	\$ 15.00	\$ 106,500.00
9	Concrete Sidewalk	48,100	SF	\$ 5.00	\$ 240,500.00
10	Driveway Approach	110	EA	\$ 600.00	\$ 66,000.00
11	Handicap Ramps	6	EA	\$ 2,500.00	\$ 15,000.00
12	Survey Monuments	22	EA	\$ 300.00	\$ 6,600.00
13	Traffic Signing & Striping	4,540	LF	\$ 5.00	\$ 22,700.00
14	Dewatering <i>(budget)</i>	4,540	LF	\$ 75.00	\$ 340,500.00
Subtotal Roadway					\$ 1,450,765.00
<u>STORM DRAIN</u>					
15	15" Storm Drain Pipe	390	LF	\$ 34.00	\$ 13,260.00
16	18" Storm Drain Pipe	980	LF	\$ 46.00	\$ 45,080.00
17	24" Storm Drain Pipe	850	LF	\$ 65.00	\$ 55,250.00
18	30" Storm Drain Pipe	140	LF	\$ 80.00	\$ 11,200.00
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 II manhole base)</i>	1	EA	\$ 5,000.00	\$ 5,000.00
21	Catch Basins <i>(type C inlet over type I manhole base)</i>	1	EA	\$ 1,200.00	\$ 1,200.00
22	Manholes <i>(type I)</i>	2	EA	\$ 3,000.00	\$ 6,000.00
23	Manholes <i>(type II)</i>	1	EA	\$ 7,500.00	\$ 7,500.00
24	Storm Drain Outfall	1	EA	\$ 10,000.00	\$ 10,000.00
25	Connect to Existing	5	EA	\$ 1,700.00	\$ 8,500.00
Subtotal Storm Drain					\$ 218,190.00
<u>SANITARY SEWER</u>					
26	8" Sanitary Sewer Pipe	3,800	LF	\$ 28.00	\$ 106,400.00
27	Manholes	21	EA	\$ 4,000.00	\$ 84,000.00
28	Sewer Service	110	EA	\$ 600.00	\$ 66,000.00
29	Connect to Existing	6	EA	\$ 3,000.00	\$ 18,000.00
Subtotal Sanitary Sewer					\$ 274,400.00

Item	Description	Quantity	Unit	Unit Price	Amount
<u>WATER SUPPLY</u>					
30	8" Water Line <i>(including all appurtenances)</i>	4,710	LF	\$ 32.00	\$ 150,720.00
31	8" GV	17	EA	\$ 1,550.00	\$ 26,350.00
32	1-1/2" Water Service	110	EA	\$ 2,000.00	\$ 220,000.00
33	2" Water Service	2	EA	\$ 2,000.00	\$ 4,000.00
34	Fire Hydrants	11	EA	\$ 4,000.00	\$ 44,000.00
35	Blow-Off	7	EA	\$ 4,000.00	\$ 28,000.00
36	ARV	7	EA	\$ 2,500.00	\$ 17,500.00
37	Connect to Existing	5	EA	\$ 4,000.00	\$ 20,000.00
Subtotal Water					\$ 510,570.00
<u>NON-POTABLE WATER</u>					
38	10" Non-Potable Water Line <i>(including all appurtenances)</i>	230	LF	\$ 35.00	\$ 8,050.00
39	Non-Potable Water Service	1	EA	\$ 2,000.00	\$ 2,000.00
40	Blow-Off	1	EA	\$ 4,000.00	\$ 4,000.00
41	Connect to Existing	1	EA	\$ 300.00	\$ 300.00
Subtotal Non-Potable Water					\$ 14,350.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 2,469,000.00
COST PER LOT					\$ 22,445.00

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, landscaping, irrigation, or street trees.

EXHIBIT E

UTILITY CAPACITY GUARANTEES

In accordance with the First Amendment to the 2003 Amended and Restated Development Agreement by and Between the City of Lathrop and Califia, LLC, ("DA"), SUBDIVIDER shall provide the following guarantees for wastewater treatment and recycled water capacity to utilize an additional 120,000 gallons per day of treatment capacity from the Lathrop Consolidated Treatment Facility ("CTF") on an interim basis. As a requirement for the additional 120,000 gpd of capacity to be utilized, River Islands shall first execute the City's Funding Agreement for Surface Water Discharge Project for an amount of \$2,000,000 and that agreement shall be approved by City Council. A portion of this funding commitment shall be utilized for the expansion of land disposal areas ("sprayfields") should the City not receive its final Federal and State entitlements for design, construction and use of the Surface Water Discharge Project. Should a portion of the funding commitment become necessary, the following additional conditions are to be satisfied prior to July 1, 2022:

1. Have fully constructed, inspected and dedicated to the City the following improvements:
 - The Paradise Road Sprayfield Expansion (also known as "Sprayfield A31") to accommodate the additional 120,000 gpd of treatment capacity
 - Recycled Water Pipeline extensions to the Sprayfield Expansion as necessary
2. Provide any outstanding funding for RWQCB permits and/or authorizations to be completed by the City to allow use of Sprayfield A31.
3. Implement terms and conditions of the Second Amendment to the Sprayfield Lease Agreement between Califia, LLC and the City, including recordation of the Second Memorandum of Lease with Option to Purchase.

With the appropriate guarantees in place, SUBDIVIDER shall be allocated and allowed to use an additional 120,000 gpd of disposal capacity.

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAPS
(RIVER ISLANDS AT LATHROP)**

September 13, 2021

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 4091; Escrow No. 1214021803

Dear Lori:

This letter constitutes the joint escrow instructions ("**Escrow Instructions**") of River Islands Stage 2B, LLC, a Delaware limited liability company ("**RIS2B**") 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 RIS2B 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 30, 2021, at the time designated in writing by RIS2B, subject to satisfaction of the conditions set forth below (each a "**Closing**"). If the Final Map has not been recorded by June 30, 2022, 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 and RIS2B for recordation in the Official Records of San Joaquin County, California ("**Official Records**").

B.1. One original Final Map for Tract 4091, executed and acknowledged by the City (provided to title by City).

B.2. One original Common Use Agreement with Island Reclamation District No. 2062 for portions of Thurston Court, Hatteras Court, Irish Meadow Court, Barrett Court and Cabot Avenue, including Offer of Dedication for Public Utility Easements (provided to title by City).

B.3. 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) Annexation No. 24 (provided to title by City).

B.4. 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) (provided to title by RIS2B).

JOINT ESCROW INSTRUCTIONS RECORDATION OF FINAL MAPS (RIVER ISLANDS AT LATHROP)

B.5. 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) (provided to title by RIS2B).

B.6. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for the River Islands Public Financing Authority Community Facilities District No. 2020-1 (Stage 2B Public Improvements) (provided to title by RIS2B).

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. 2020-1 (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 2020-1 and Island Reclamation District No. 2013-1 must be delivered to Jeanne Zolezzi 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 RIS2B, 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 RIS2B 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 RIS2B.

- 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 **\$85,622.78**, 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 **\$3,328.00** multiplied by **25.728** 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.**"

JOINT ESCROW INSTRUCTIONS RECORDATION OF FINAL MAPS (RIVER ISLANDS AT LATHROP)

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) Brad Taylor (btaylor@ci.lathrop.ca.us); (d) Salvador Navarrete (snavarrete@ci.lathrop.ca.us); (e) Glenn Gebhardt (ggebhardt@ci.lathrop.ca.us), (f) Sandra Lewis (slewis@ci.lathrop.ca.us), and have confirmation (by telephone or email) from Susan Dell'Osso and Glenn Gebhardt or Brad Taylor 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.

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;

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAPS
(RIVER ISLANDS AT LATHROP)**

E.4. Refund any funds delivered to you by RIS2B 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 2B, LLC
73 W. Stewart Road
Lathrop, CA 95330
Attn: Susan Dell’Osso

E.5. Notify Susan Dell’Osso (sdelloso@riverslands.com), Debbie Belmar (dbelmar@riverislands.com), Glenn Gebhardt (ggebhardt@ci.lathrop.ca.us), Brad Taylor (btaylor@ci.lathrop.ca.us), Sandra Lewis (slewis@ci.lathrop.ca.us), Teresa Vargas (tvargas@ci.lathrop.ca.us), Sarah Pimentel (spimentel@ci.lathrop.ca.us), and Jose Molina (JMolina@sigov.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 2B, LLC, 73 W. Stewart Road, Lathrop, CA 95330; and (2) Mr. Glenn Gebhardt, City Engineer, 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.

The Escrow Instructions may be modified only in a writing signed by both of the undersigned.

Very truly yours,

Stephen J. Salvatore Date
City Manager
City of Lathrop

Susan Dell’Osso Date
President
River Islands Stage 2B, LLC

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAPS
(RIVER ISLANDS AT LATHROP)**

ESCROW INSTRUCTIONS
ACKNOWLEDGEMENT AND AGREEMENT:

Receipt of the foregoing Escrow Instructions from RIS2B 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 RIS2B 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: _____

TRACT 4091
RIVER ISLANDS - STAGE 2B
VILLAGE GG1

A PORTION OF RANCHO EL PESCAUERO, BEING
A SUBDIVISION OF PARCEL 19 OF TRACT 4037 (43 MAP 142)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2021



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 4091, RIVER ISLANDS-STAGE 2B, VILLAGE GG1, CITY OF LATHROP, CALIFORNIA, CONSISTING OF ELEVEN (11) SHEETS, THIS STATEMENT WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A MEETING THEREOF, HELD ON THE DAY OF _____, 2021, AND THAT SAID CITY COUNCIL DID THEREUPON BY RESOLUTION AND ADOPTED ALL SAID METINGS, AND THE SAID RESOLUTIONS AUTHORIZED ITS REGISTRATION, AND THE SAID MAP TO BE USED FOR THE REINFORCEMENT OF ACCESS RIGHTS TO LOTS 5, 6, 16, 17, 32 AND 44 ALONG THE LOT LINES AS INDICATED BY THE SYMBOL //, THE DEDICATION OF GROUND WATER RIGHTS, THE DEDICATION OF ALL PUBLIC UTILITY EASEMENTS, PARCELS A THROUGH F IN FEE, AND ACCEPTED THE OFFER OF DEDICATION OF ALL AVENUES, DRIVES, STREETS, AND COURTS AS SHOWN ON SAID MAP SUBJECT TO THE IMPROVEMENTS BEING COMPLETED IN ACCORDANCE WITH CHAPTER 16, TITLE 16.16 OF THE CITY OF LATHROP MUNICIPAL CODE.

ALSO, PURSUANT TO SECTION 66414(G) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE CITY OF LATHROP DOES HEREBY ABANDON THE NON-EXCLUSIVE PUBLIC UTILITY EASEMENT FOR PUBLIC PURPOSES RECORDED MAY 21, 2021, AS DOCUMENT NUMBER 2021-088983, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WITHIN THE BOUNDARY OF THIS FINAL MAP.

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 _____, 2021 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 ME ON THE INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/HEIR AUTHORIZED CAPACITY(ITIES), 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 _____

EXEMPT FROM FEE PER GOVERNMENT CODE 273881. 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 OR HAVE RECORD TITLE INTEREST IN THE LAND Delineated AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINE OF THE HEREIN EMBODIED FINAL MAP ENTITLED, "TRACT 4091, RIVER ISLANDS-STAGE 2B, VILLAGE GG1, CITY OF LATHROP, CALIFORNIA, CONSISTING OF ELEVEN (11) SHEETS, THIS STATEMENT WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A MEETING THEREOF, HELD ON THE DAY OF _____, 2021, AND THAT SAID CITY COUNCIL DID THEREUPON BY RESOLUTION AND ADOPTED ALL SAID METINGS, AND THE SAID RESOLUTIONS AUTHORIZED ITS REGISTRATION, AND THE SAID MAP TO BE USED FOR THE REINFORCEMENT OF ACCESS RIGHTS TO LOTS 5, 6, 16, 17, 32 AND 44, ALONG THE LOT LINES AS INDICATED BY THE SYMBOL // AS SHOWN ON THIS FINAL MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES.

- 1. TO THE CITY OF LATHROP FOR PUBLIC RIGHT-OF-WAY PURPOSES, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS CAROLAN COURT, PUSBY STREET, SHROUD DRIVE, WALKERA DRIVE, BARRETT COURT, HATHENS COURT, IRISH MENDOC COURT, AND THURSTON COURT AS SHOWN ON THIS FINAL MAP.
2. A NON-EXCLUSIVE EASEMENT TO THE CITY OF LATHROP, 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 REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES.

- 1. TO THE CITY OF LATHROP, PARCELS A THROUGH F FOR PURPOSES OF OPEN SPACE, INCLUDING PUBLIC UTILITIES, STORM DRAIN FACILITIES, SANITARY SEWER FACILITIES, FENCE MAINTENANCE, AND APPURTENANCES HERETO, FOR THE BENEFIT OF THE PUBLIC, AS SHOWN ON THIS FINAL MAP.
THE UNDERSIGNED DOES HEREBY RELINQUISH TO THE CITY OF LATHROP ALL ABSTRACTS RIGHT OF ACCESS TO LOTS 5, 6, 16, 17, 32 AND 44, ALONG THE LOT LINES AS INDICATED BY THE SYMBOL // AS SHOWN ON THIS FINAL MAP.

TO ENSURE MUNICIPAL WATER SERVICES TO ALL LOTS SHOWN UPON THIS MAP, ALL GROUND WATER RIGHTS IN THE UNDERSIGNED MAY HAVE WITHIN THE DISTINCTIVE BORDER UPON THIS MAP, HEREBY ARE DEDICATED TO THE CITY OF LATHROP.

THE UNDERSIGNED DOES HEREBY RESERVE PARCEL 1 THROUGH 5 FOR FUTURE DEVELOPMENT.

OWNER: RIVER ISLANDS STAGE 2B, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____ DATE: _____
SUSAN DELLOSSO PRESIDENT

DATED THIS _____ DAY OF _____, 2021

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 2020-046106, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

BY: _____ NAME: _____
ITS _____

ACKNOWLEDGEMENT CERTIFICATE (OWNERS)

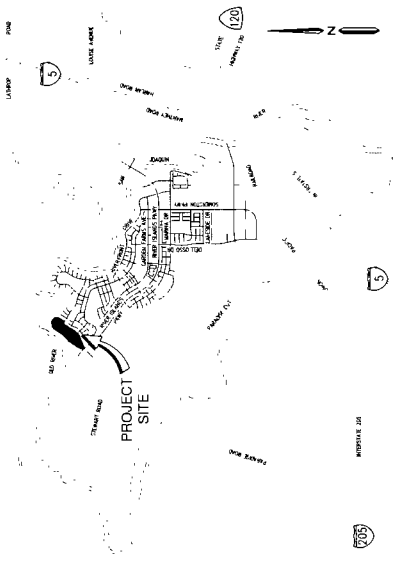
A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN
ON _____, 2021 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 ME ON THE INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/HEIR AUTHORIZED CAPACITY(ITIES), 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 _____



VICINITY MAP
NOT TO SCALE

SECRETARY OF THE PLANNING COMMISSIONS STATEMENT

THIS MAP CONFORMS TO AMENDED VESTING TENTATIVE MAP NO. 3684, APPROVED BY THE PLANNING COMMISSION DATED THIS _____ DAY OF _____, 2021.

MARK MESSNER, COMMUNITY DEVELOPMENT DIRECTOR
CITY OF LATHROP

CITY ENGINEERS STATEMENT

I, GLENN GERHARDT, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA AND I HAVE REVIEWED THE VESTING TENTATIVE MAP OF TRACT 4091, RIVER ISLANDS-STAGE 2B, VILLAGE GG1 OF LATHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE AMENDED VESTING TENTATIVE MAP NO. 3684, 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 HERETO, APPLICABLE AT THE TIME OF APPROVAL OF AMENDED VESTING TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2021



GLENN GERHARDT, P.E. (4681)
CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2021, AT _____ M
IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____ AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY
FEE \$ _____

STEVE BESTO, ARDES
ASSASSIS-RECORDER-COUNTY CLERK
SAN JOAQUIN COUNTY, CALIFORNIA
BY _____ ASSISTANT/DEPUTY RECORDER

TRACT 4091 RIVER ISLANDS - STAGE 2B VILLAGE GG1

A PORTION OF RANCHO EL PESCADEÑO, BEING
A SUBDIVISION OF PARCEL 19 OF TRACT 4037 (43 MAP 142)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2021



CITY SURVEYOR'S STATEMENT

I, DARRYL A. ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4091, RIVER ISLANDS-STAGE 2B, VILLAGE GG1, CITY OF LATHROP, CALIFORNIA, AND I AM SATISFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2021

DARRYL A. ALEXANDER, PLS. 5071
ACTING CITY SURVEYOR



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 TIME OF THE SURVEY. THE MONUMENTS SHOWN ON THIS MAP ARE THE MONUMENTS SET BY ME OR BY OTHER SURVEYORS AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2023, AND THAT THE MONUMENTS ARE, OF THAT THEY WILL BE, SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED AMENDED VESTING TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2021



DYLAN CRAWFORD, PLS. NO. 7788

RECITALS

- RIGHT TO FARM STATEMENT
PER CITY OF LATHROP MUNICIPAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15.04, THE CITY OF LATHROP PLANS TO PERMIT OF SPECIAL ZONING OPERATIONS WITHIN THE CITY LIMITS, INCLUDING THOSE THAT INVOLVE THE CONDUCT OF AGRICULTURAL OPERATIONS. THE CITY OF LATHROP HAS ADOPTED ORDINANCES THAT PURCHASING MAY BE LOCATED CLOSE TO AGRICULTURAL LANDS AND OPERATIONS THAT YOU MAY BE SUBJECT TO INCONVENIENCE OR DISCOMFORT ARISING FROM THE LAWN, AND PROPER USE OF AGRICULTURAL CHEMICALS 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 DEPRESSION, AND OTHER ACTIVITIES WHICH MAY GENERATE DUST, SMOKE, NOISE, ODOR, AND VIBRATION. THE CITY OF LATHROP HAS ADOPTED ORDINANCES THAT PERMIT THE CONDUCT OF 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 "GEOTECHNICAL EXPLORATION, RIVER ISLANDS PHASE 1, LATHROP, CALIFORNIA," REFERENCED AS PROJECT NO. 5044-5.001.01 AND DATED JULY 29, 2006, HAS BEEN PREPARED FOR THIS PROJECT BY ENGR. INDEPENDENT, JOSEF J. TOOLE, C.E., NO. 2677, AND IS ON FILE WITH THE CITY OF LATHROP.
- THE TRACT 4091, RIVER ISLANDS-STAGE 2B, VILLAGE GG1, CITY OF LATHROP, CALIFORNIA, IS A LATTERED PARCELS CONTAINING 27 PARCELS. PARCELS 1 THROUGH 5, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, AND 27 ARE BEING DEDICATED BY THIS FINAL MAP, AS SHOWN ON THIS FINAL MAP (PLEASE REFER TO THE AREA TABLE BELOW).

TRACT 4091 AREA SUMMARY	
LOTS 1 THROUGH 48	14 679 AC±
STREET DEDICATIONS	9 124 AC±
PARCELS A THROUGH F	1 925 AC±
PARCEL 1 THROUGH 5	16 428 AC±
TOTAL	42 16 AC±

4 BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 1214021803-LR, DATED MARCH 8, 2021, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

REFERENCES

- (R1) TRACT 4032, RIVER ISLANDS-STAGE 2B, LARGE LOT FINAL MAP, FILED OCTOBER 8, 2020, IN BOOK 43 OF MAPS AND PLATS, PAGE 142, S.J.C.R. (43 MAP 142)
- (R2) TRACT 4083, RIVER ISLANDS-STAGE 2B, VILLAGE EE, FILED FEBRUARY 17, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 160, S.J.C.R. (43 MAP 160)
- (R3) TRACT 4067, RIVER ISLANDS-STAGE 2B, VILLAGE FF, FILED MARCH 19, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 163, S.J.C.R. (43 MAP 163)

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66536 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.
- 2 LEVEE EASEMENT IN FAVOR OF RECLAMATION DISTRICT 2062 PER DOCUMENT NUMBER 2018-0600095, S.J.C.R.

CERTIFICATE OF DEDICATION

THE FOLLOWING REAL PROPERTY IS DEDICATED BY RIVER ISLANDS STAGE 2B, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS FOLLOWS:

- 1) PARCELS A THROUGH F, FOR PURPOSES OF LANDSCAPE OPEN SPACE INCLUDING PUBLIC UTILITIES AND STORM DRAIN FACILITIES, AND PEDESTRIAN INGRESS AND EGRESS.
- THE CITY OF LATHROP SHALL RECOVERY 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.

EASEMENT ABANDONMENT NOTE

THE NON-EXCLUSIVE PUBLIC UTILITY EASEMENT FOR PUBLIC PURPOSES RECORDED MAY 21, 2021, AS DOCUMENT NUMBER 2021-089983, WHICH PROVIDES FOR THE ABANDONMENT OF THE EASEMENT IS BEING ABANDONED BY THIS FINAL MAP. PLEASE REFER TO THE CITY CLERK'S STATEMENT ON SHEET 1.

TRACT 4091 RIVER ISLANDS - STAGE 2B VILLAGE GG1

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 19 OF TRACT 4032 (4.5 MAP 142)
CITY OF LATHROP, SNAKE RIVER COUNTY, CALIFORNIA
AUGUST 2021



LEGEND

- ⊙ MONUMENT TO BE SET
- ⊙ FOUND MONUMENT PER (R1)
- FOUND 3/4" IRON PIPE WITH CAP STAMPED "PLS 778" PER (R1)
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 778" PER (R1)

- 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
- CENTERLINE INTERSECTION TO MONUMENT
- RADIAL BEARING
- TOTAL
- BOUNDARY
- DOCUMENT NUMBER
- P.U.E. PUBLIC UTILITY EASEMENT
- W.E. WALL EASEMENT
- W.C. WITNESS CORNER
- L1/C1/R1 LINE, CURVE, RADIAL LINE
- ① EASEMENT REFERENCE NUMBER

NOTES

1 SEE SHEET 2 FOR REFERENCES.

BASIS OF BEARINGS

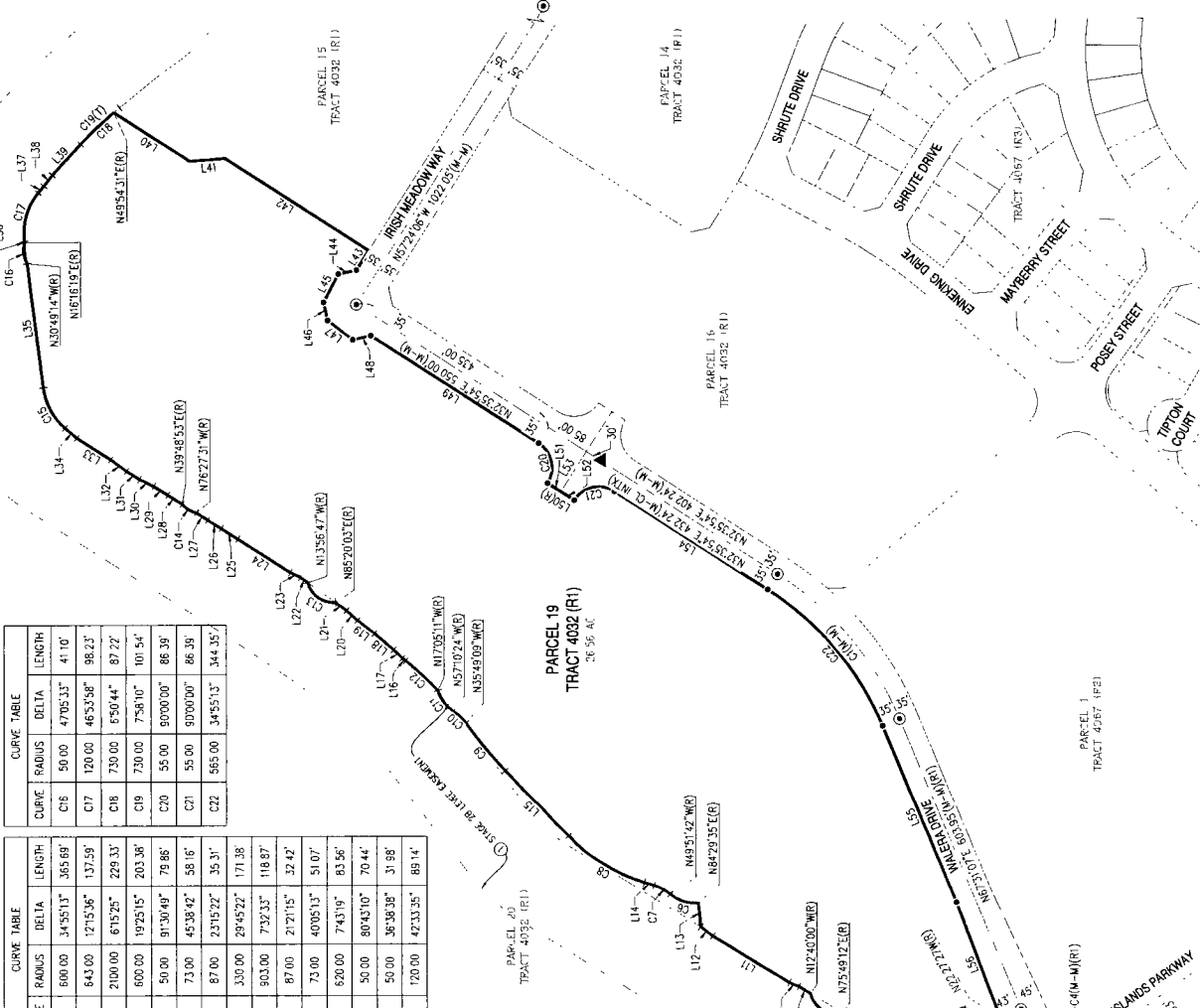
THE BEARING OF NORTH 22°55'47" EAST BETWEEN FOUND MONUMENTS ALONG WALESA DRIVE AS SHOWN ON TRACT 4032, FILED OCTOBER 8, 2020, IN BOOK 43 OF MAPS AND PLATS, AT PAGE 142, RECORDS OF SAN JOAQUIN COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP (ZONE 3, NAD83). ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

EASEMENTS

- ① STAGE 2B LEVEL EASEMENT IN FAVOR OF ISLAND RECLAMATION DISTRICT
- 2062 PER DN 2018-060095, S.J.C.R.

LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEET 3 ONLY

LINE TABLE			CURVE TABLE			
LINE	DIRECTION	LENGTH	CURVE	RADIUS	DELTA	LENGTH
L1	N84°11'41"W	38.99'	C1	600.00'	34°55'13"	365.69'
L2	N84°11'41"W	32.06'	C2	643.00'	1°15'36"	137.59'
L3	N10°52'45"E	149.31'	C3	2100.00'	6°19'25"	229.33'
L4	N23°06'37"E	59.81'	C4	600.00'	19°25'15"	203.36'
L5	N20°41'05"E	63.58'	C5	50.00'	91°30'49"	79.86'
L6	N31°03'36"E	87.20'	C6	73.00'	45°38'42"	58.16'
L7	N37°59'49"E	23.90'	C7	87.00'	23°19'22"	35.31'
L8	N31°34'36"E	15.02'	C8	330.00'	29°45'22"	171.38'
L9	N31°34'36"E	25.48'	C9	903.00'	7°32'33"	118.87'
L10	N22°36'23"E	19.24'	C10	87.00'	2°21'15"	32.42'
L11	N31°34'36"E	171.27'	C11	73.00'	40°08'13"	51.07'
L12	N37°29'42"E	29.10'	C12	620.00'	7°43'19"	83.56'
L13	N84°29'35"E	46.04'	C13	50.00'	80°43'10"	70.44'
L14	N16°52'06"E	19.26'	C14	50.00'	36°38'38"	31.98'
L15	N46°38'18"E	174.53'	C15	120.00'	42°33'35"	89.14'
L16	N39°58'05"E	8.24'				
L17	N43°31'24"E	22.90'				
L18	N40°16'22"E	48.21'				
L19	N30°03'14"E	40.70'				
L20	N42°06'21"E	28.02'				
L21	N35°41'32"E	26.32'				
L22	N35°41'49"E	18.22'				
L23	N24°41'33"E	20.66'				
L24	S32°25'21"W	118.82'				
L25	N32°32'48"E	37.39'				
L26	N31°52'04"E	30.45'				
L27	N31°51'48"E	25.82'				
L28	N31°51'48"E	32.30'				
L29	N31°49'27"E	31.34'				
L30	N26°17'26"E	30.51'				

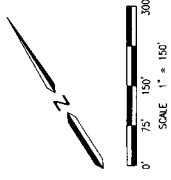


TRACT 4091

RIVER ISLANDS - STAGE 2B

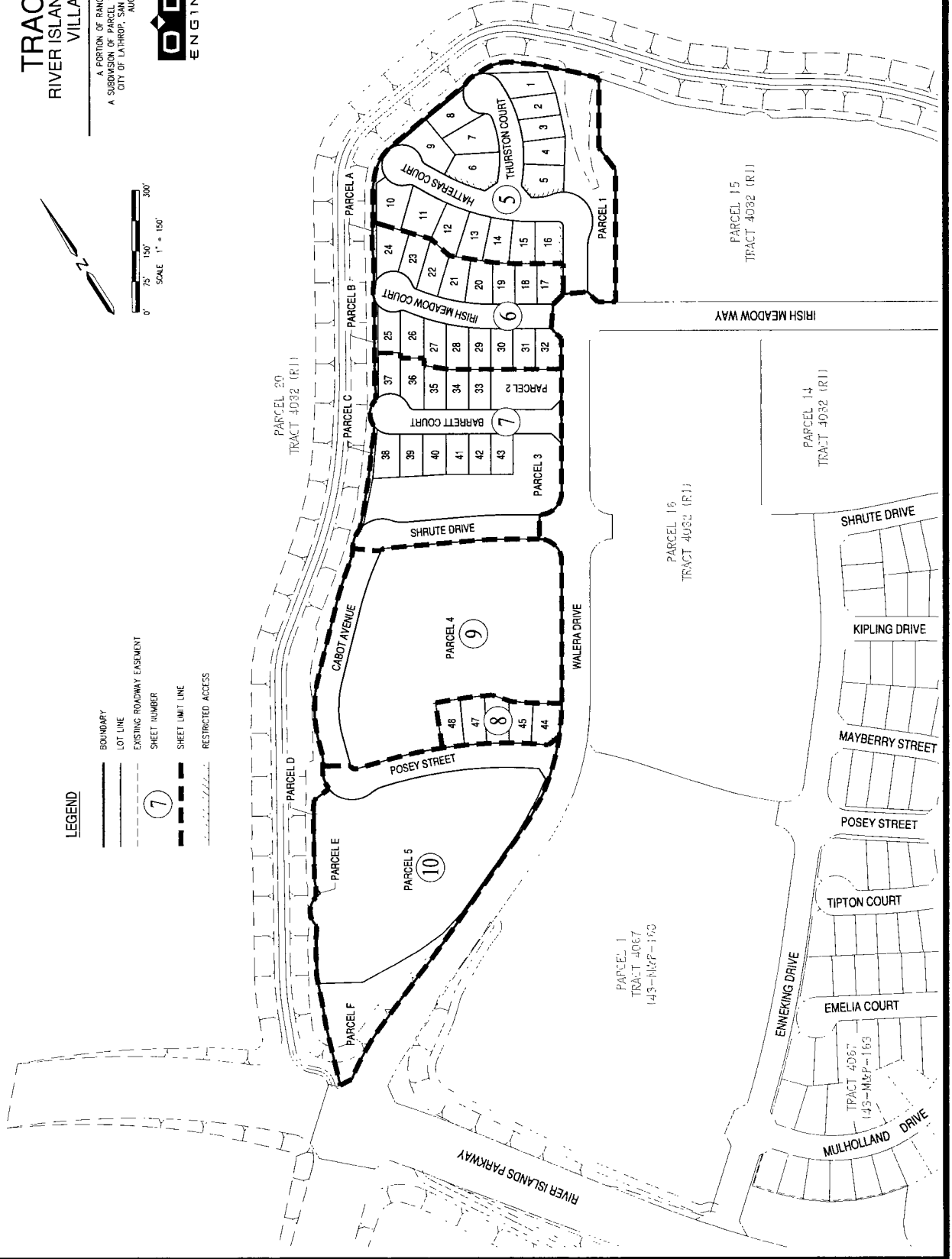
VILLAGE GG1

A PORTION OF RANCHO EL PESCADERO, BEING
 A SUBDIVISION OF PARCEL 19 OF TRACT 4032 (43 MAP 142)
 SAN MATEO COUNTY, CALIFORNIA
 AUGUST 2021



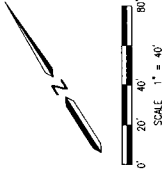
LEGEND

- BOUNDARY
- LOT LINE
- EXISTING ROADWAY EASEMENT
- SHEET NUMBER
- SHEET LIMIT LINE
- RESTRICTED ACCESS



TRACT 4091 RIVER ISLANDS - STAGE 2B VILLAGE GG1

A PORTION OF RANCHO EL PESCADERO BEING
A SUBDIVISION OF PARCEL 19 OF TRACT 4032 (43 MAP 142)
CITY OF LATHROP, SHERMAN COUNTY, CALIFORNIA
AUGUST 2021

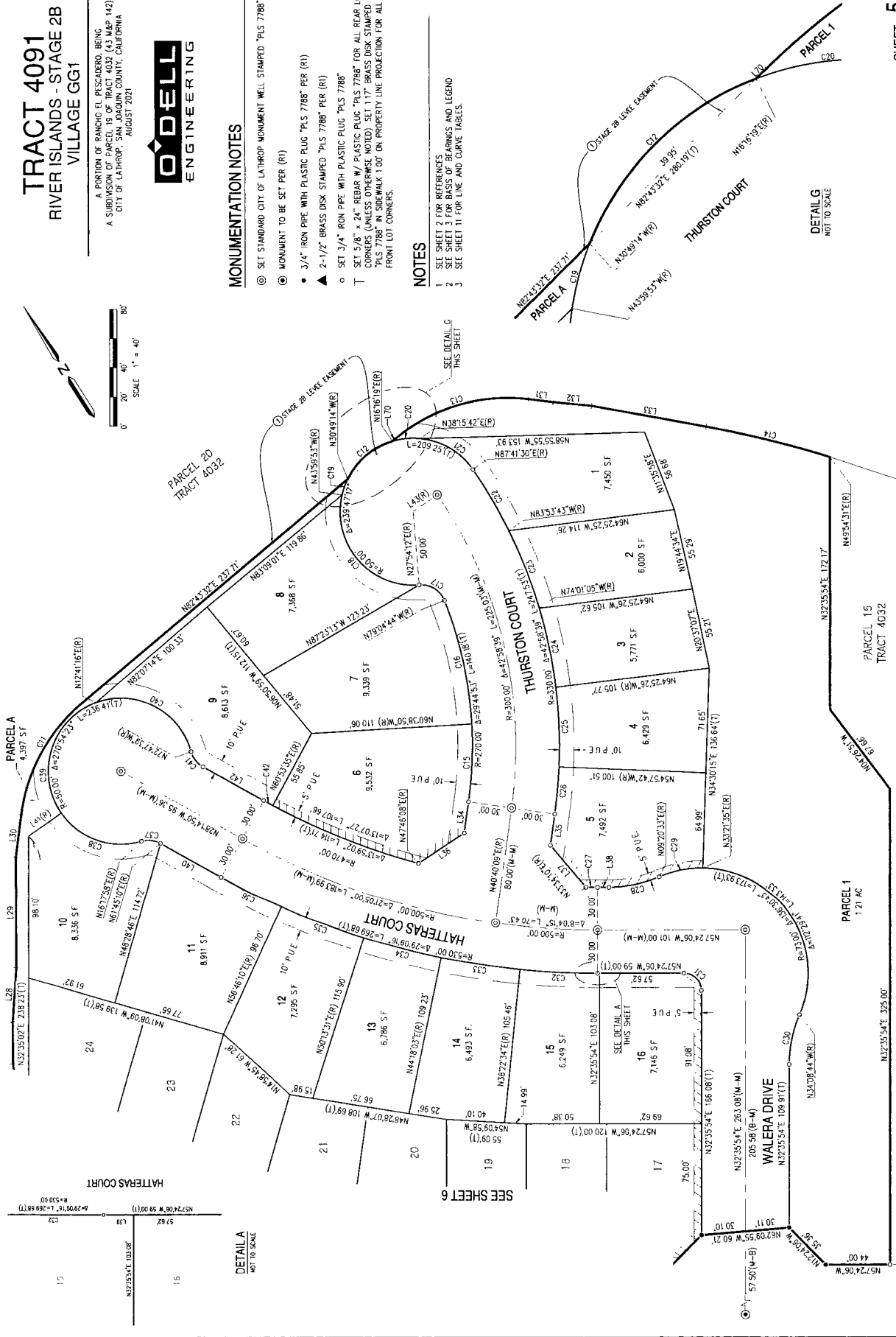


MONUMENTATION NOTES

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ MONUMENT TO BE SET PER (RI)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (RI)
- ▲ 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (RI)
- SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- T 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.

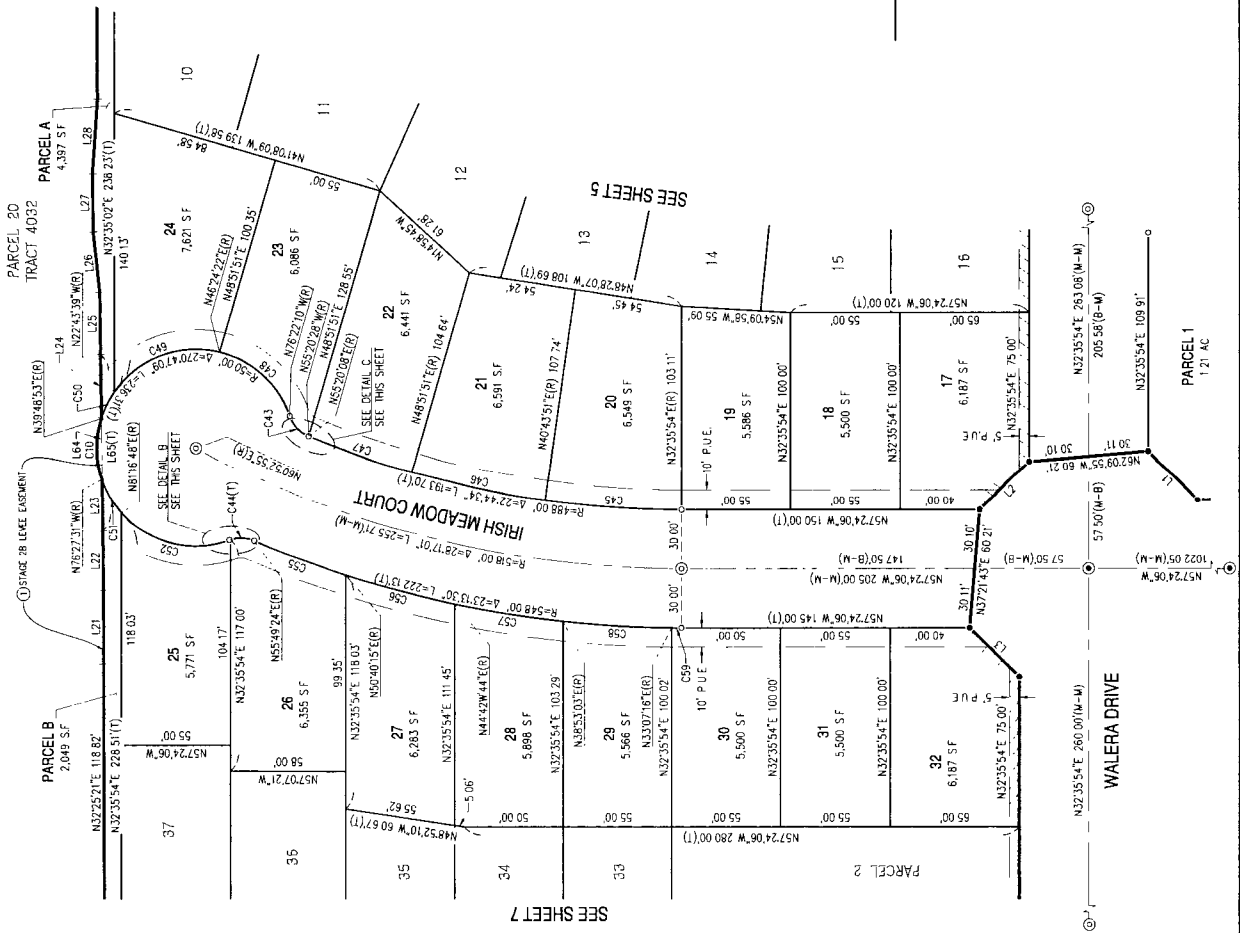
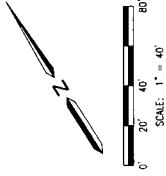
NOTES

- 1 SEE SHEET 2 FOR REFERENCES
- 2 SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
- 3 SEE SHEET 11 FOR LINE AND CURVE TABLES



TRACT 4091 RIVER ISLANDS - STAGE 2B VILLAGE GG1

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 19 OF TRACT 4032 (4.5 MAP 142)
CITY OF LAHARP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2021

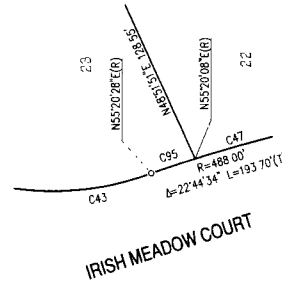
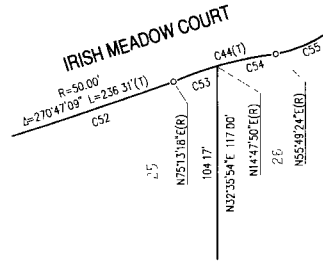


MONUMENTATION NOTES

- ⊙ SET STANDARD CITY OF LAHARP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ MONUMENT TO BE SET PER (RI)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (RI)
- ▲ 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (RI)
- SET 3/4" 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 FOR ALL FRONT LOT CORNERS

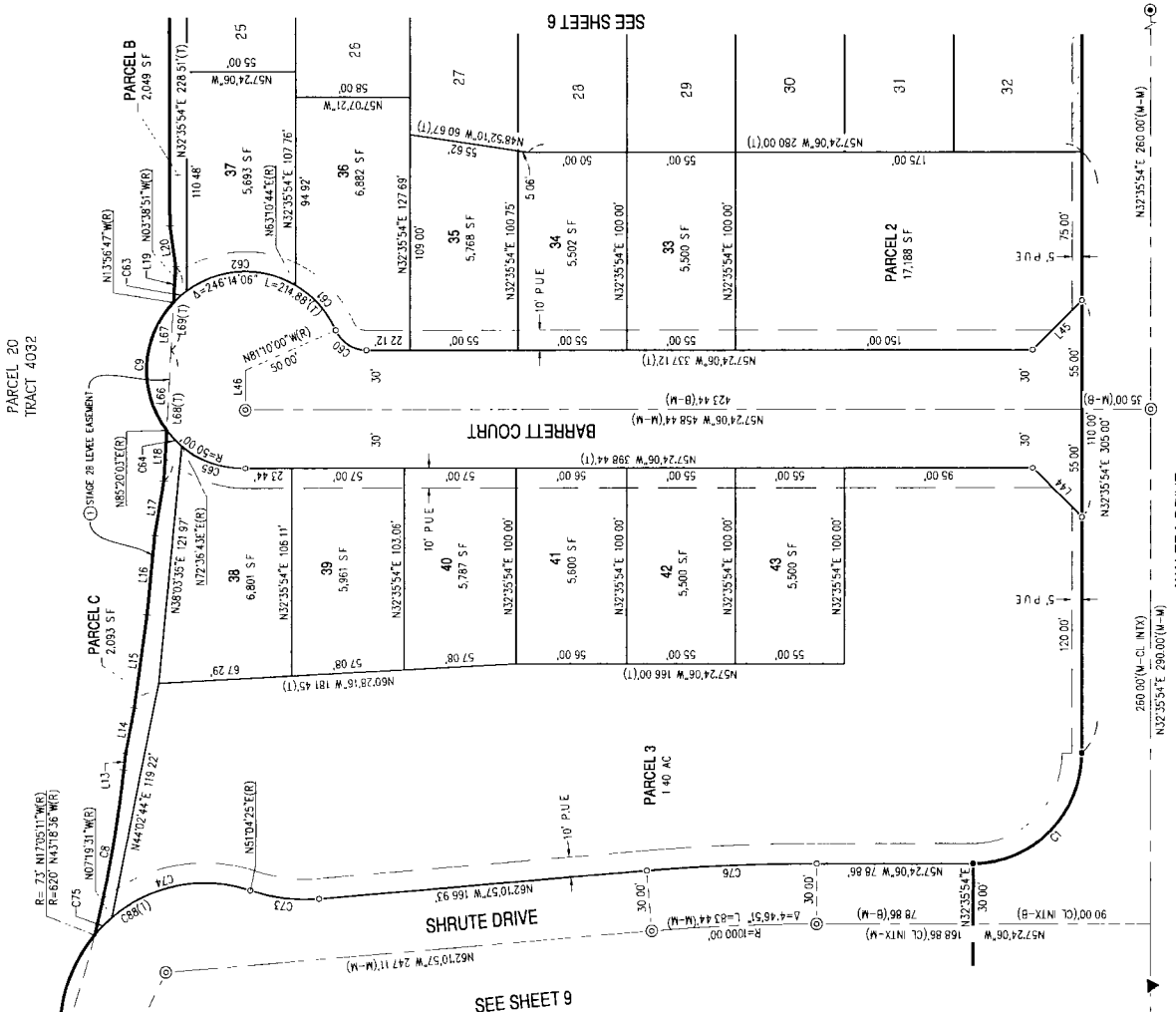
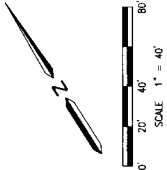
NOTES

1. SEE SHEET 2 FOR REFERENCES
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
3. SEE SHEET 11 FOR LINE AND CURVE TABLES



TRACT 4091 RIVER ISLANDS - STAGE 2B VILLAGE GG1

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 19 OF TRACT 4032 (43 MAP 142)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2021



MONUMENTATION NOTES

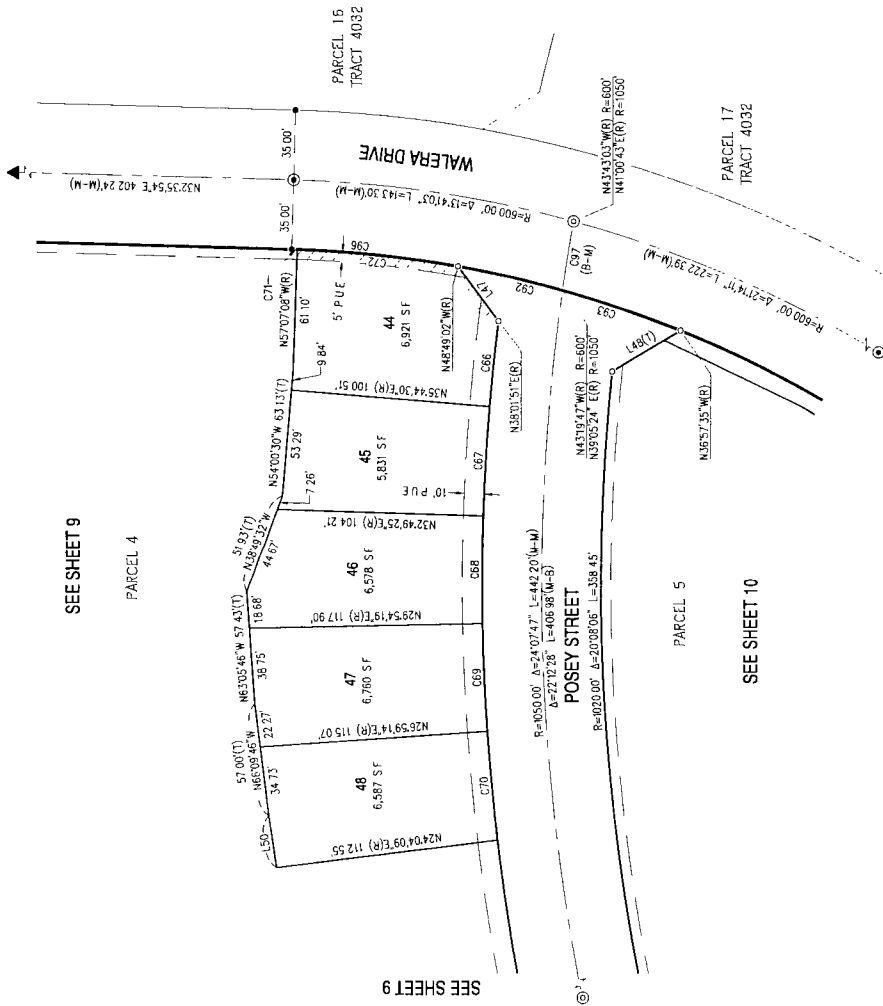
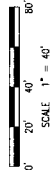
- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ MONUMENT TO BE SET PER (R1)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1)
- ▲ 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R1)
- SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- ⊠ SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED) SET 1 1/2" BRASS DISK STAMPED "PLS 7788" AS BREAK TAG ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS

NOTES

- 1 SEE SHEET 2 FOR REFERENCES
- 2 SEE SHEET 1 FOR BASIS OF BEARINGS AND LEGEND
- 3 SEE SHEET 11 FOR LINE AND CORNER TABLES

TRACT 4091 RIVER ISLANDS - STAGE 2B VILLAGE GG1

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 19 OF TRACT 4032 (43 MAP 142)
CITY OF LAHROP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2021



SEE SHEET 9

PARCEL 4

SEE SHEET 9

POSEY STREET

PARCEL 5

SEE SHEET 10

PARCEL 15
TRACT 4032

PARCEL 17
TRACT 4032

MONUMENTATION NOTES

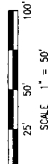
- ⊙ SET STANDARD CITY OF LAHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ MONUMENT TO BE SET PER (R)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R)
- ▲ 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R)
- SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED) SET 1:17 BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 1:00 ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS

NOTES

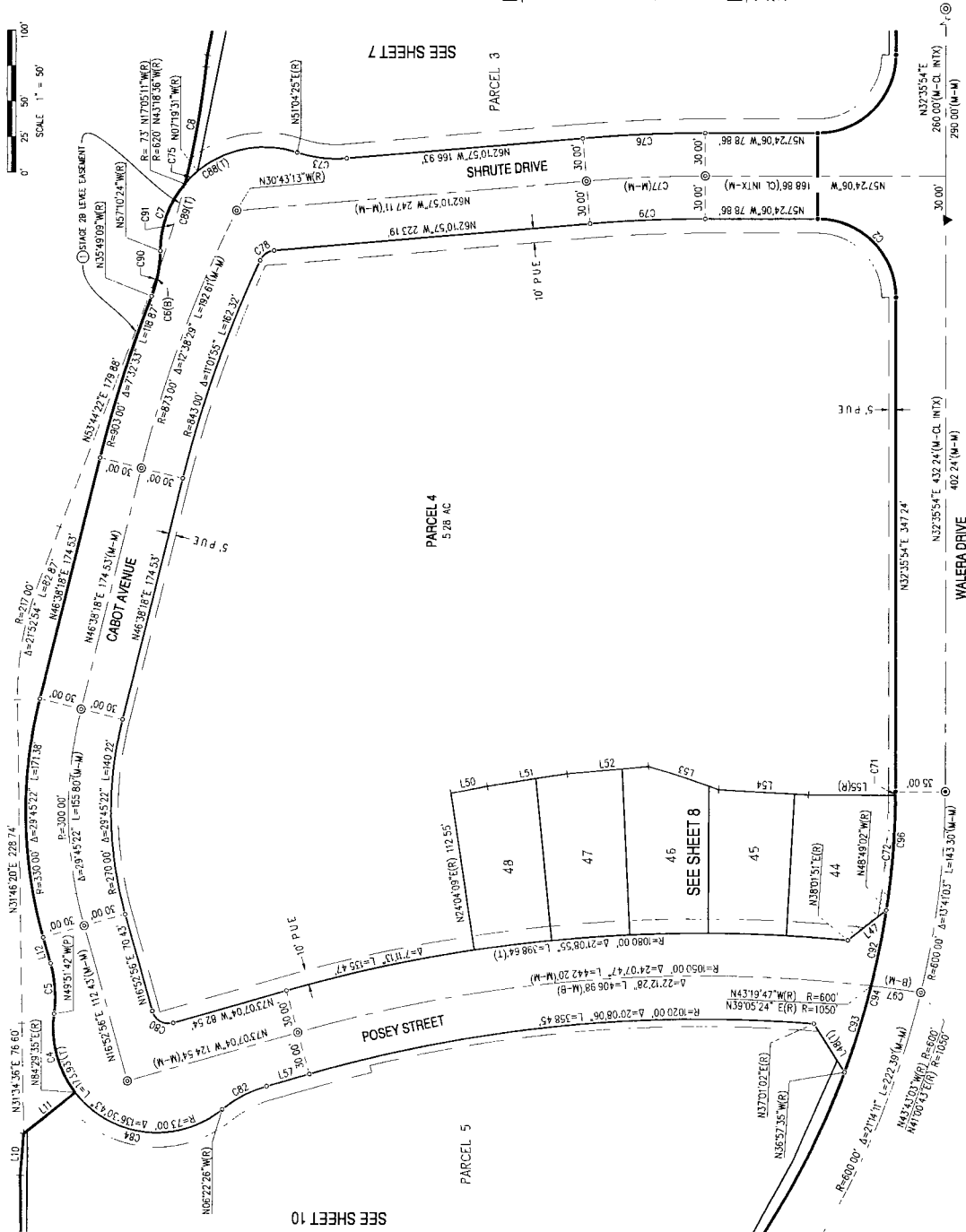
1. SEE SHEET 2 FOR REFERENCES
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
3. SEE SHEET 11 FOR LINE AND CURVE TABLES

TRACT 4091 RIVER ISLANDS - STAGE 2B VILLAGE GG1

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 19 OF TRACT 4032 (43 MAP 142)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2021



PARCEL 20
TRACT 4032



MONUMENTATION NOTES

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WALL STAMPED "PLS 7788"
- ⊙ MONUMENT TO BE SET PER (R1)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1)
- ▲ 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R1)
- SET 3/4" 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 1.17" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 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
- 3 SEE SHEET 11 FOR LINE AND CURVE TABLES

TRACT 4091 RIVER ISLANDS - STAGE 2B VILLAGE GG1

A PORTION OF RANCHO EL PESADERO, BEING
A SUBDIVISION OF TRACT 4032 (43 MAP 142)
CITY OF LAHROP, SAN JOAQUIN COUNTY, CALIFORNIA
AUGUST 2021

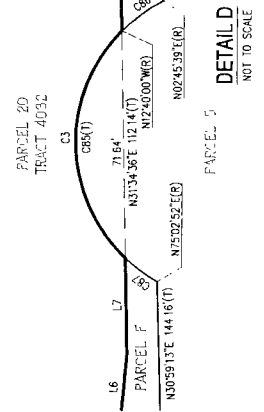
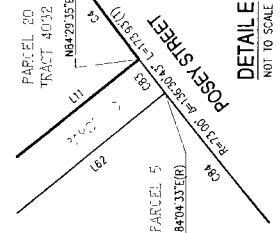
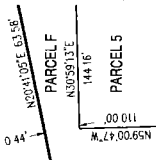
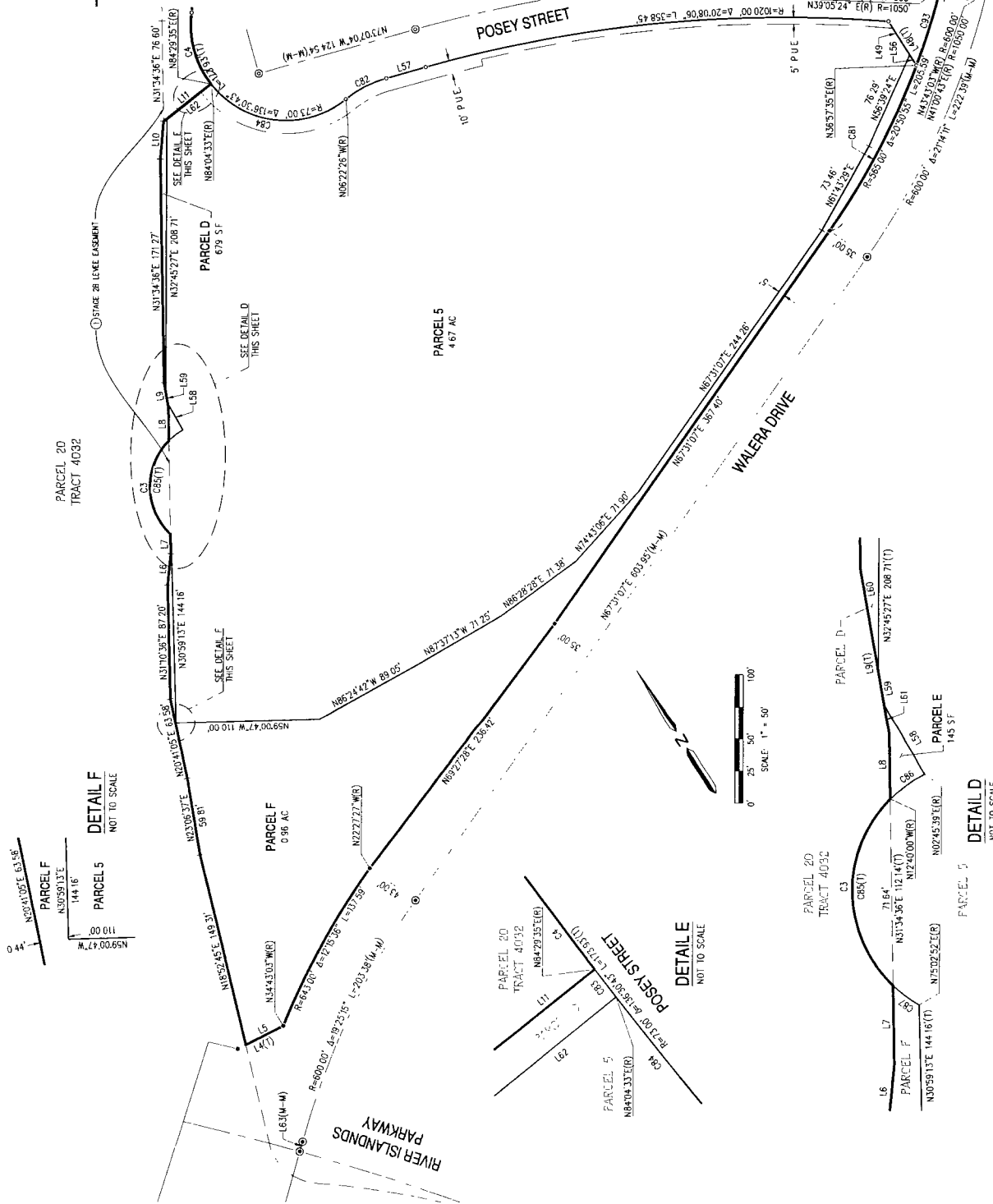


MONUMENTATION NOTES

- ⊙ SET STANDARD CITY OF LAHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ MONUMENT TO BE SET PER (R1)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1)
- ▲ 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R1)
- SET 3/4" IRON PIPE WITH 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 9 FOR REFERENCES.
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND.
3. SEE SHEET 11 FOR LINE AND CURVE TABLES.



SEE SHEET 8

SEE SHEET 9

TRACT 4091 RIVER ISLANDS - STAGE 2B VILLAGE GG1

A PORTION OF RANCHO EL PESADERO, BEING
A SUBDIVISION OF PARCEL 19 OF TRACT 4032 (43 MAP 142)
CITY OF LAHROP, SAN JOAQUIN COUNTY, CALIFORNIA
(AUGUST 2021)



LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 5 THROUGH 10 ONLY

LINE	DIRECTION	LENGTH
L1	N122°44'06"E	35.36'
L2	N77°35'54"E	35.36'
L3	N122°44'06"E	35.36'
L4	N84°11'41"W	38.99'
L5	N84°11'41"W	32.06'
L6	N37°59'49"E	23.90'
L7	N31°34'38"E	15.02'
L8	N31°34'38"E	25.46'
L9	N22°38'23"E	19.24'
L10	N37°29'42"E	28.10'
L11	N84°29'35"E	46.04'
L12	N16°52'58"E	19.26'
L13	N38°58'05"E	8.24'
L14	N43°31'24"E	22.90'
L15	N40°16'22"E	48.21'
L16	N39°03'14"E	40.70'
L17	N42°06'21"E	28.02'
L18	N35°41'32"E	29.32'
L19	N35°41'49"E	19.22'
L20	N24°14'33"E	20.66'
L21	N32°32'48"E	37.59'
L22	N31°52'04"E	30.45'
L23	N31°51'48"E	25.82'
L24	N31°51'48"E	32.30'
L25	N31°49'27"E	31.34'
L26	N06°17'28"E	30.51'
L27	N31°38'58"E	29.22'
L28	N35°31'14"E	37.55'
L29	N32°19'12"E	76.54'
L30	N40°09'57"E	29.41'
L31	N60°22'30"W	16.98'
L32	N51°50'51"W	26.41'
L33	N46°56'13"W	79.66'
L34	N40°40'09"E	21.59'
L35	N40°40'09"E	21.59'
L36	N89°13'09"E	37.48'
L37	N75°2'50"W	37.48'
L38	N57°24'06"W	7.82'
L39	N57°24'06"W	1.37'
L40	N28°14'50"W	47.61'

LINE	DIRECTION	LENGTH
L41	N67°46'27"E	27.66'
L42	N28°14'50"W	47.61'
L43	N67°41'30"E	20.00'
L44	N122°44'06"W	35.36'
L45	N77°35'54"E	35.36'
L46	N32°35'54"E	20.00'
L47	N84°36'23"E	34.37'
L48	N00°14'37"E	39.94'
L49	N00°14'37"E	30.36'
L50	N67°44'57"W	26.12'
L51	N60°09'46"W	57.00'
L52	N63°05'46"W	57.43'
L53	N38°49'32"W	51.93'
L54	N54°00'30"W	63.13'
L55	N57°07'08"W	91.10'
L56	N00°14'37"E	9.98'
L57	N73°07'04"W	31.37'
L58	N24°55'27"E	21.35'
L59	N22°36'23"E	8.51'
L60	N22°36'23"E	7.72'
L61	N22°36'23"E	3.01'
L62	N64°04'32"E	43.55'
L63	N48°09'52"E	7.78'
L64	N31°51'48"E	31.44'
L65	N31°51'48"E	89.56'
L66	N35°41'49"E	40.48'
L67	N35°41'49"E	24.28'
L68	N35°41'32"E	66.80'
L69	N35°41'49"E	42.50'
L70	N82°43'32"E	2.53'

CURVE	RADIUS	DELTA	LENGTH
C1	55.00	90°00'00"	86.39'
C2	55.00	90°00'00"	86.39'
C3	50.00	91°30'49"	79.86'
C4	73.00	45°28'42"	58.66'
C5	87.00	23°15'22"	35.31'
C6	87.00	21°21'15"	32.42'
C7	73.00	40°05'13"	51.07'
C8	620.00	74°31'09"	83.56'
C9	50.00	80°43'10"	60.33'
C10	50.00	36°38'38"	31.98'
C11	120.00	42°33'55"	89.14'
C12	50.00	47°05'33"	41.10'
C13	120.00	46°33'58"	98.23'
C14	200.00	6°50'44"	87.22'
C15	270.00	11°16'59"	53.33'
C16	270.00	18°25'54"	86.86'
C17	17.00	73°01'04"	21.66'
C18	50.00	108°05'55"	94.33'
C19	50.00	131°03'39"	11.50'
C20	50.00	21°59'23"	19.19'
C21	50.00	49°25'48"	43.14'
C22	330.00	8°24'47"	48.48'
C23	330.00	9°52'38"	56.89'
C24	330.00	9°35'39"	55.26'
C25	330.00	9°27'44"	54.50'
C26	330.00	5°37'51"	32.43'
C27	470.00	0°58'16"	7.97'
C28	87.00	23°15'22"	35.31'
C29	73.00	24°01'02"	30.60'
C30	87.00	23°15'22"	35.31'
C31	12.00	90°00'00"	18.85'
C32	530.00	5°46'40"	53.45'
C33	530.00	5°55'28"	54.80'
C34	530.00	6°32'39"	60.54'
C35	530.00	4°58'39"	46.09'
C36	530.00	4°58'39"	46.09'
C37	17.00	45°27'11"	13.49'
C38	50.00	71°28'29"	62.37'
C39	50.00	104°54'49"	91.55'
C40	50.00	94°31'05"	82.48'

CURVE	RADIUS	DELTA	LENGTH
C41	17.00	45°27'11"	13.49'
C42	470.00	0°51'34"	7.05'
C43	17.00	46°17'22"	14.33'
C44	17.00	42°58'43"	12.75'
C45	488.00	80°57'57"	89.27'
C46	488.00	80°00'01"	89.27'
C47	488.00	6°28'17"	55.12'
C48	50.00	57°13'28"	49.94'
C49	50.00	69°08'01"	60.33'
C50	50.00	17°05'14"	14.91'
C51	50.00	22°15'42"	19.45'
C52	50.00	68°26'07"	59.72'
C53	17.00	15°70'9"	0.38'
C54	17.00	41°01'34"	12.17'
C55	548.00	50°09'09"	49.28'
C56	548.00	5°57'31"	56.98'
C57	548.00	5°49'41"	55.74'
C58	548.00	5°45'47"	55.12'
C59	548.00	0°31'22"	5.00'
C60	17.00	66°14'06"	19.65'
C61	50.00	35°39'16"	31.11'
C62	50.00	66°49'35"	58.32'
C63	50.00	107°15'6"	8.99'
C64	50.00	12°43'20"	11.10'
C65	50.00	40°00'49"	34.92'
C66	1080.00	27°72'	43.15'
C67	1080.00	2°55'05"	55.01'
C68	1080.00	2°55'05"	55.01'
C69	1080.00	2°55'05"	55.01'
C70	1080.00	2°55'05"	55.01'
C71	565.00	01°6'56"	2.79'
C72	565.00	81°8'06"	81.86'
C73	87.00	23°15'22"	35.31'
C74	73.00	58°23'56"	74.41'
C75	73.00	9°45'40"	12.44'
C76	1030.00	4°46'51"	85.94'
C77	1000.00	4°46'51"	83.44'
C78	12.00	60°08'50"	12.60'
C79	970.00	4°46'51"	80.94'
C80	12.00	90°00'00"	18.85'

CURVE	RADIUS	DELTA	LENGTH
C81	565.00	14°28'43"	142.77'
C82	87.00	23°15'22"	35.31'
C83	73.00	62°50'2"	0.53'
C84	73.00	90°26'59"	115.94'
C85	50.00	107°42'46"	94.00'
C86	50.00	13°25'39"	13.46'
C87	50.00	0°46'20"	0.67'
C88	73.00	108°44'49"	137.92'
C89	620.00	14°46'18"	159.84'
C90	620.00	11°3'46"	13.30'
C91	620.00	5°49'13"	62.98'
C92	565.00	6°29'15"	54.11'
C93	565.00	6°27'17"	62.82'
C94	565.00	11°51'27"	116.93'
C95	488.00	0°00'20"	0.05'
C96	565.00	8°35'04"	84.65'
C97	1030.00	1°55'19"	35.22'

**COMMON USE AGREEMENT
FOR THE STAGE 2B PORTION LEVEE EASEMENTS THAT AFFECT
THURSTON COURT, HATTERAS COURT, IRISH MEADOW COURT,
BARRETT COURT AND CABOT AVENUE
AND ADJACENT PUBLIC UTILITY EASEMENT
BY AND BETWEEN THE
CITY OF LATHROP
AND
ISLAND RECLAMATION DISTRICT NO. 2062**

This COMMON USE AGREEMENT FOR THURSTON COURT, HATTERAS COURT, IRISH MEADOW COURT, BARRETT COURT AND CABOT AVENUE AND ADJACENT PUBLIC UTILITY EASEMENT, associated with Phase 1 of River Islands at Lathrop entered into on **September 13, 2021** ("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 property to be dedicated to City for public right of way purposes known as Thurston Court, Hatteras Court, Irish Meadow Court, Barrett Court and Cabot Avenue, cul-de-sacs and a local street within the River Islands at Lathrop Master Planned Community ("River Islands Site"), being developed by River Islands Stage 2B, LLC ("River Islands").
- B. The Agreement also sets for the process and includes a Grant Deed (included herein as Exhibit "B" to this Agreement), that will dedicate public utility easements (PUEs) adjacent to the rights of way of Thurston Court, Hatteras Court, Irish Meadow Court, Barrett Court and Cabot Avenue that extend into the levee easement of the District.
- C. 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").
- D. River Islands has proposed Tract 4091, a final map that will create a single-family subdivision within the Stage 2B sub-planning of the River Islands Site, specifically located within Village GG. Tract 4091 contains Thurston Court, Hatteras Court, Irish Meadow Court, Barrett Court and Cabot Avenue, cul-de-sacs and a local street with PUEs that extend into a portion of the existing Levee Easements ("Village GG Portion of Thurston Court, Hatteras Court, Irish Meadow Court, Barrett Court and Cabot Avenue"), as depicted in Exhibit "A" to this Agreement.
- E. 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 4091 and the dedication of right of way for the

Village GG Portion of Thurston Court, Hatteras Court, Irish Meadow Court, Barrett Court and Cabot Avenue, 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 Thurston Court, Hatteras Court, Irish Meadow Court, Barrett Court and Cabot Avenue right of way located within portions of the Levee Easements ("Common Use Area") and allow for the lawful dedication of PUEs necessary for public utility services allowed and regulated by CITY.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, the Parties 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 GG Portion of Thurston Court, Hatteras Court, Irish Meadow Court, Barrett Court and Cabot Avenue 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 GG 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 GG Portion of Thurston Court, Hatteras Court, Irish Meadow Court, Barrett Court and Cabot Avenue 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 GG Portion of Thurston Court, Hatteras Court, Irish Meadow Court, Barrett Court and Cabot Avenue 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 GG Portion of Thurston Court, Hatteras Court, Irish Meadow Court, Barrett Court and Cabot Avenue 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 is responsible for maintaining the aesthetic, structural integrity, and safety of its pedestrian bridges constructed by District that may transverse City right of way, including the Village GG Portion of Thurston Court, Hatteras Court, Irish Meadow Court, Barrett Court and Cabot Avenue, including, but not limited to the bridge decks, piers, foundations, railings, abutment walls, and ramps. City shall not be responsible for the inspection, maintenance or repair of any District pedestrian bridges, including safety inspections of the bridge structure, footings, or abutments.

14. 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.

15. District shall, for public purposes, dedicate the PUEs via Grant Deed included and incorporated herein as Exhibit "B" to this Agreement, for Thurston Court, Hatteras Court, Irish Meadow Court, Barrett Court and Cabot Avenue. This Grant Deed shall be recorded concurrently with the recordation of the Tract 4091 final map.

16. To the extent that the City's rights to its rights of way and/or PUEs for Thurston Court, Hatteras Court, Irish Meadow Court, Barrett Court and Cabot Avenue 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.

17. 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.

18. 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

19. 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.

20. This Agreement is governed by California law.

21. This Agreement may not be modified or amended except in writing signed by both parties.

22. 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.

23. 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.

24. 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

By: _____
Stephen Salvatore, City Manager

ISLAND RECLAMATION DISTRICT
NO. 2062 a California reclamation
district

By: _____
Susan Dell'Osso, President

ATTEST:

By: _____
Teresa Vargas, City Clerk

APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY:

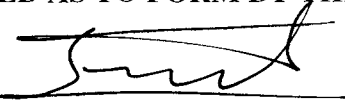
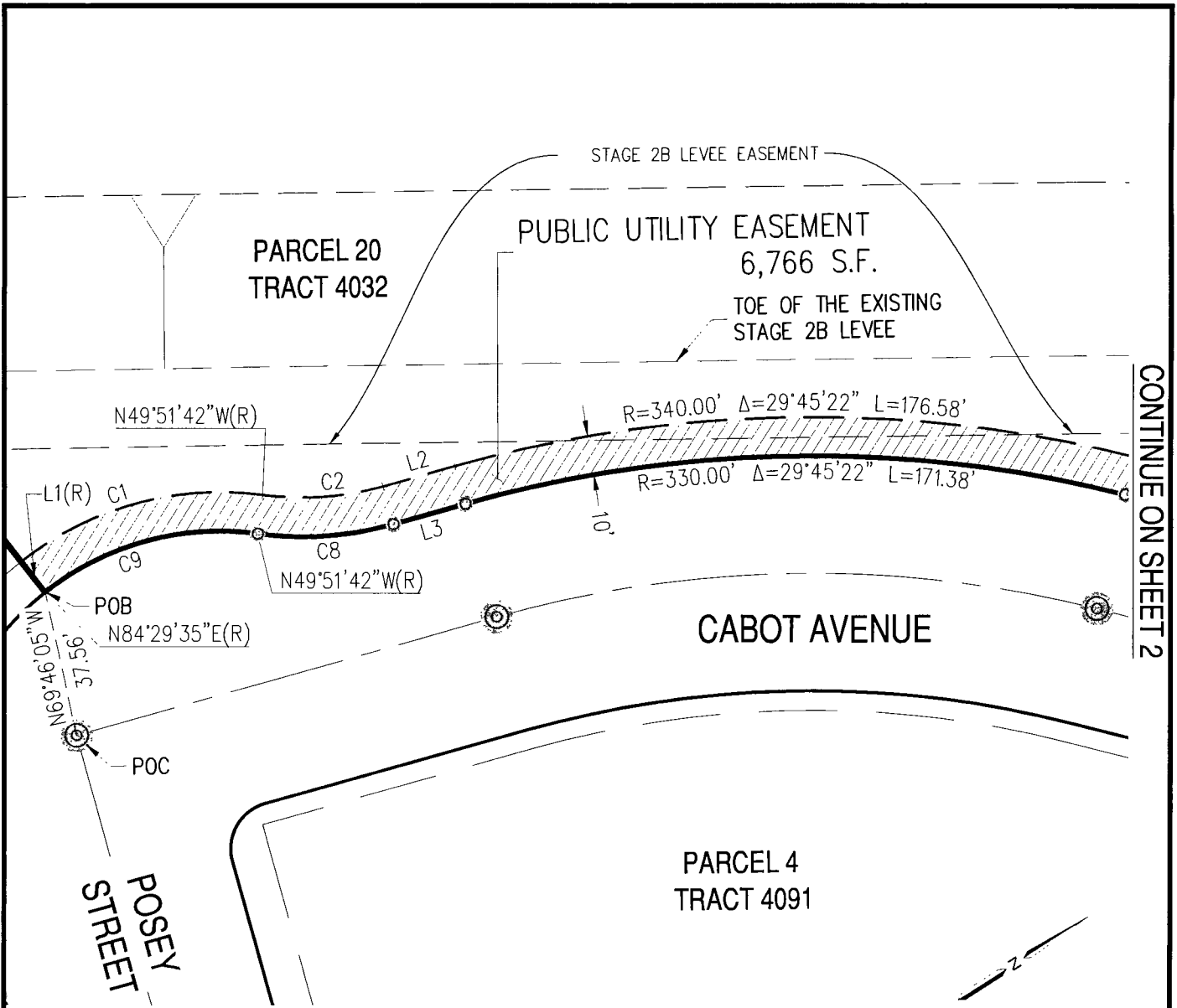
By:  _____
Salvador V. Navarrete, City Attorney

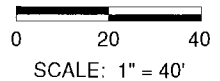
EXHIBIT "A"
COMMON USE AREA DEPICTION



CONTINUE ON SHEET 2

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	83.00'	46°03'44"	66.73'
C2	77.00'	23°15'22"	31.25'
C8	87.00'	23°15'22"	35.31'
C9	73.00'	45°38'42"	58.16'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N84°29'35"E	10.00'
L2	S16°52'56"W	19.26'
L3	S16°52'56"W	19.26'



- LEGEND**
- POC POINT OF COMMENCEMENT
 - POB POINT OF BEGINNING
 - P.U.E. PUBLIC UTILITY EASEMENT
 - (R) RADIAL BEARING
 - (T) TOTAL
 - S.F. SQUARE FEET



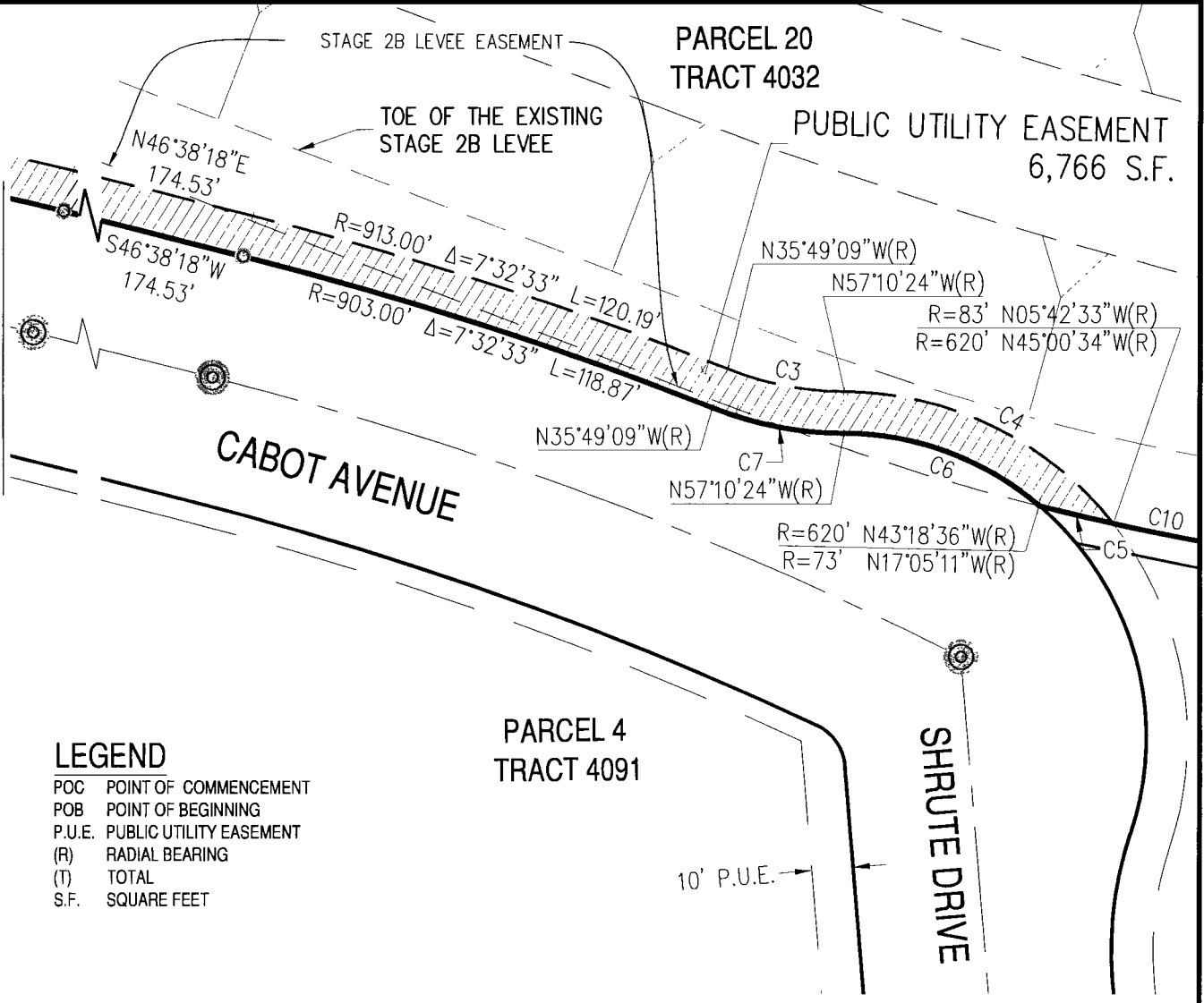
1165 Scenic Drive, Suite A
Modesto, CA 95350
odellengineering.com

DESCRIPTION: COMMON USE AGREEMENT			
SCALE:	1" = 40'	DATE:	AUG 19, 2021
JOB NO.:	25503		
FILE:	25503-FM-TRACT 4091_CUA.DWG		

1
of
2

T:\25503-River Islands\DWG\FINAL MAPS\TRACT 4091 - VILLAGE GG1\EXHIBITS\25503-FM-TRACT 4091_CUA.dwg bkoch 14:23:20 08/20/2021

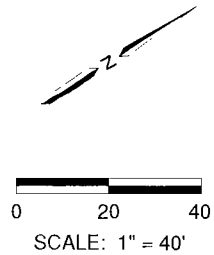
CONTINUE ON SHEET 1



LEGEND

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- P.U.E. PUBLIC UTILITY EASEMENT
- (R) RADIAL BEARING
- (T) TOTAL
- S.F. SQUARE FEET

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C3	77.00'	21°21'15"	28.70'
C4	83.00'	51°27'51"	74.55'
C5	620.00'	1°41'58"	18.39'
C6	73.00'	40°05'13"	51.07'
C7	87.00'	21°21'15"	32.42'
C10	620.00'	6°01'21"	65.17'

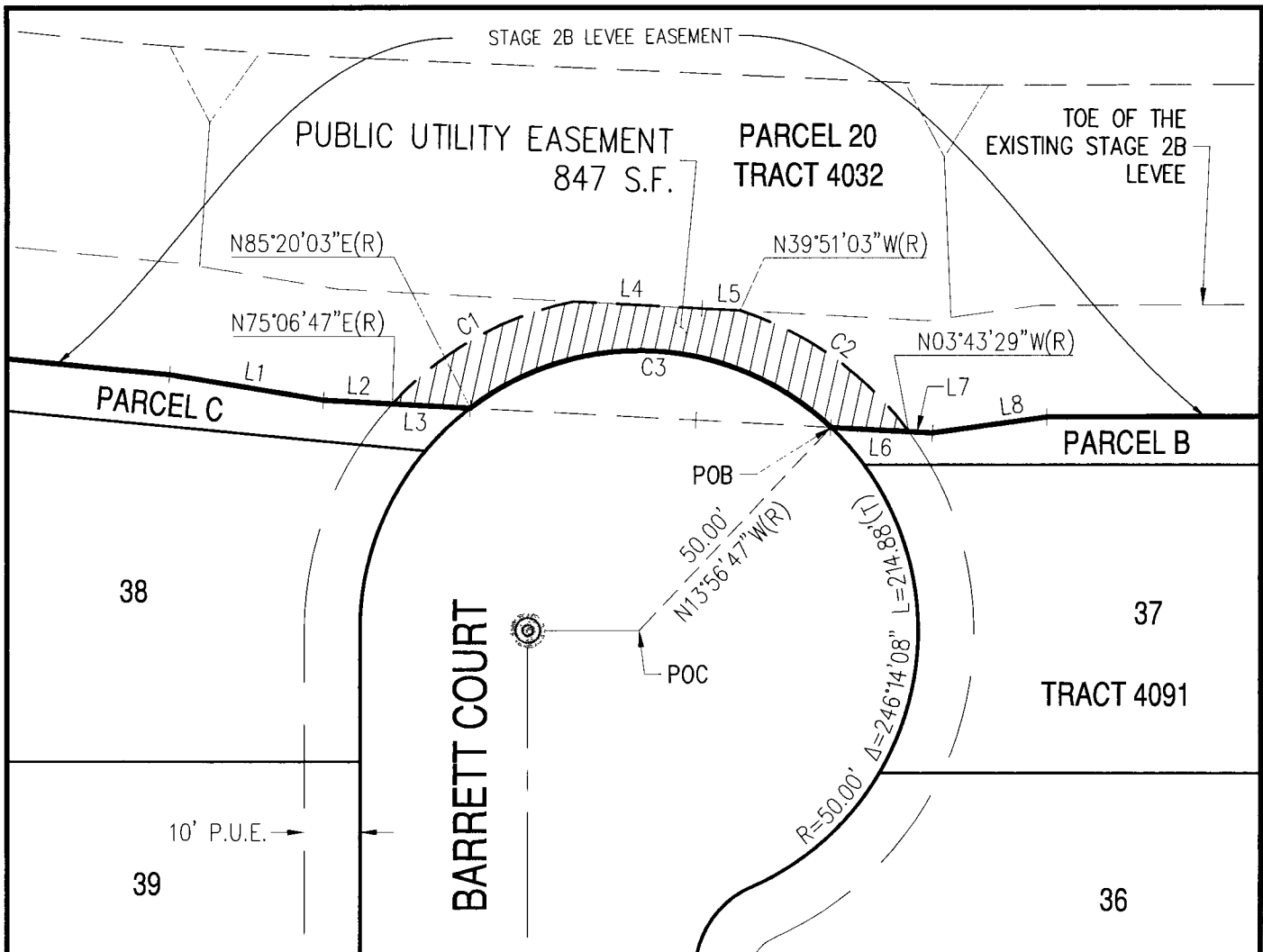


1165 Scenic Drive, Suite A
 Modesto, CA 95350
 odellengineering.com

DESCRIPTION: COMMON USE AGREEMENT			
SCALE:	1" = 40'	DATE:	AUG 19, 2021
JOB NO.:	25503		
FILE:	25503-FM-TRACT 4091_CUA.DWG		

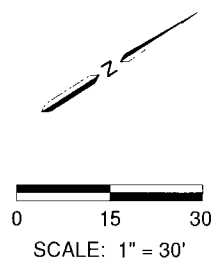
2 of 2

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CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	60.00'	36°07'28"	37.83'
C2	60.00'	36°07'34"	37.83'
C3	50.00'	80°43'10"	70.44'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N42°06'21"E	28.02'
L2	N35°41'32"E	12.34'
L3	S35°41'32"W	13.97'
L4	N35°41'32"E	23.08'
L5	N35°41'49"E	6.88'
L6	S35°41'49"W	13.97'
L7	N35°41'49"E	4.25'
L8	N24°41'33"E	20.66'



LEGEND

POC POINT OF COMMENCEMENT
 POB POINT OF BEGINNING
 P.U.E. PUBLIC UTILITY EASEMENT
 (R) RADIAL BEARING
 (T) TOTAL
 S.F. SQUARE FEET

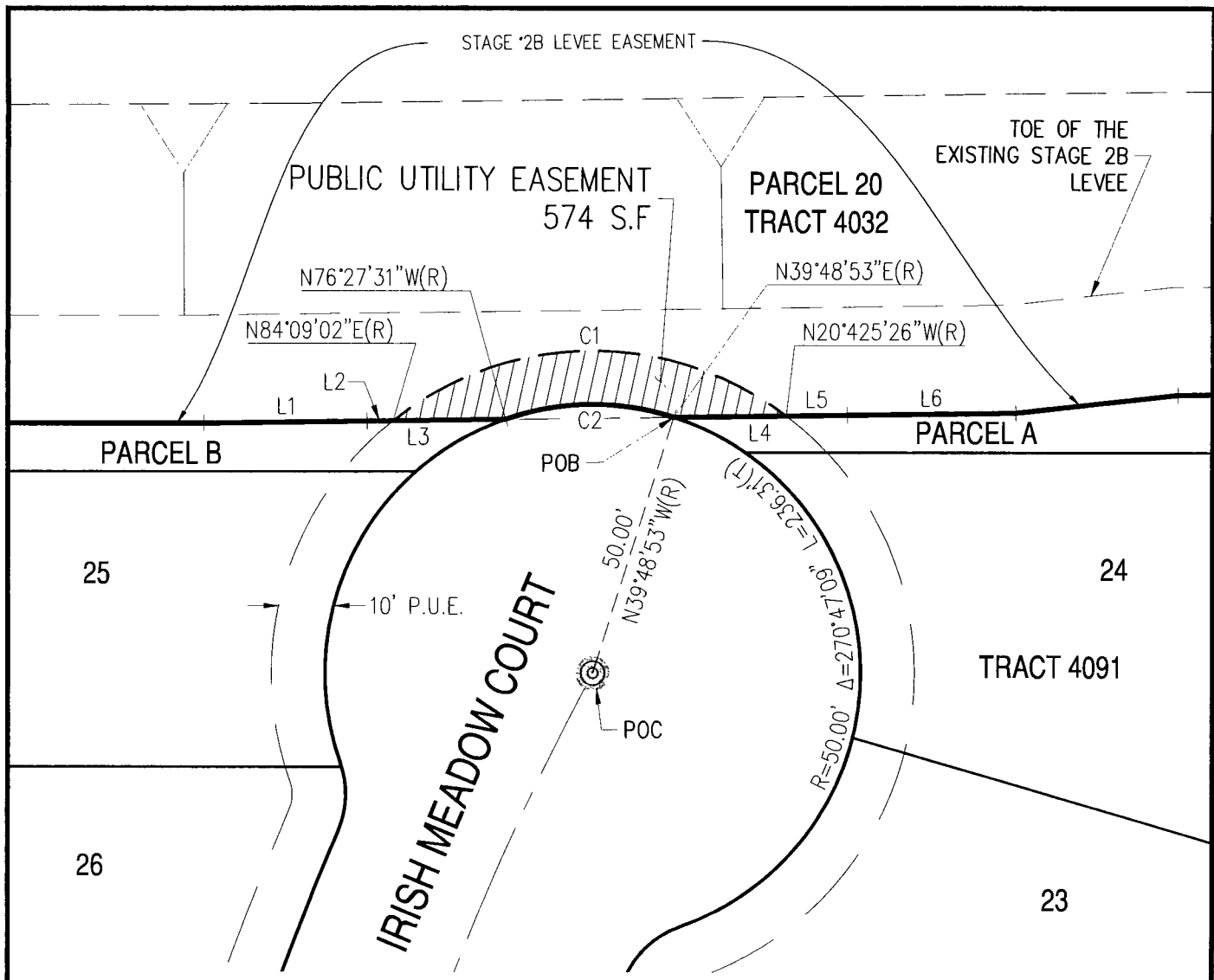


1165 Scenic Drive, Suite A
 Modesto, CA 95350
 odellengineering.com

DESCRIPTION: COMMON USE AGREEMENT			
SCALE:	1" = 30'	DATE:	AUG 19, 2021
JOB NO.:	23230		
FILE:	25503-FM-TRACT 4091_CUA.DWG		

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of
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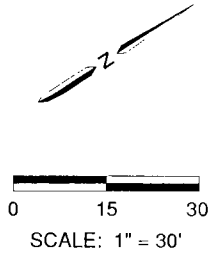


CURVE TABLE

CURVE #	RADIUS	DELTA	LENGTH
C1	60.00'	75°25'32"	78.99'
C2	50.00'	36°38'38"	31.98'

LINE TABLE

LINE #	DIRECTION	LENGTH
L1	N31°52'04"E	30.45'
L2	N31°51'48"E	4.83'
L3	N31°51'48"E	20.98'
L4	S31°51'48"W	20.98'
L5	N31°51'48"E	11.32'
L6	N31°49'27"E	31.34'



LEGEND

POC POINT OF COMMENCEMENT
 POB POINT OF BEGINNING
 P.U.E. PUBLIC UTILITY EASEMENT
 (R) RADIAL BEARING
 (T) TOTAL
 S.F. SQUARE FEET

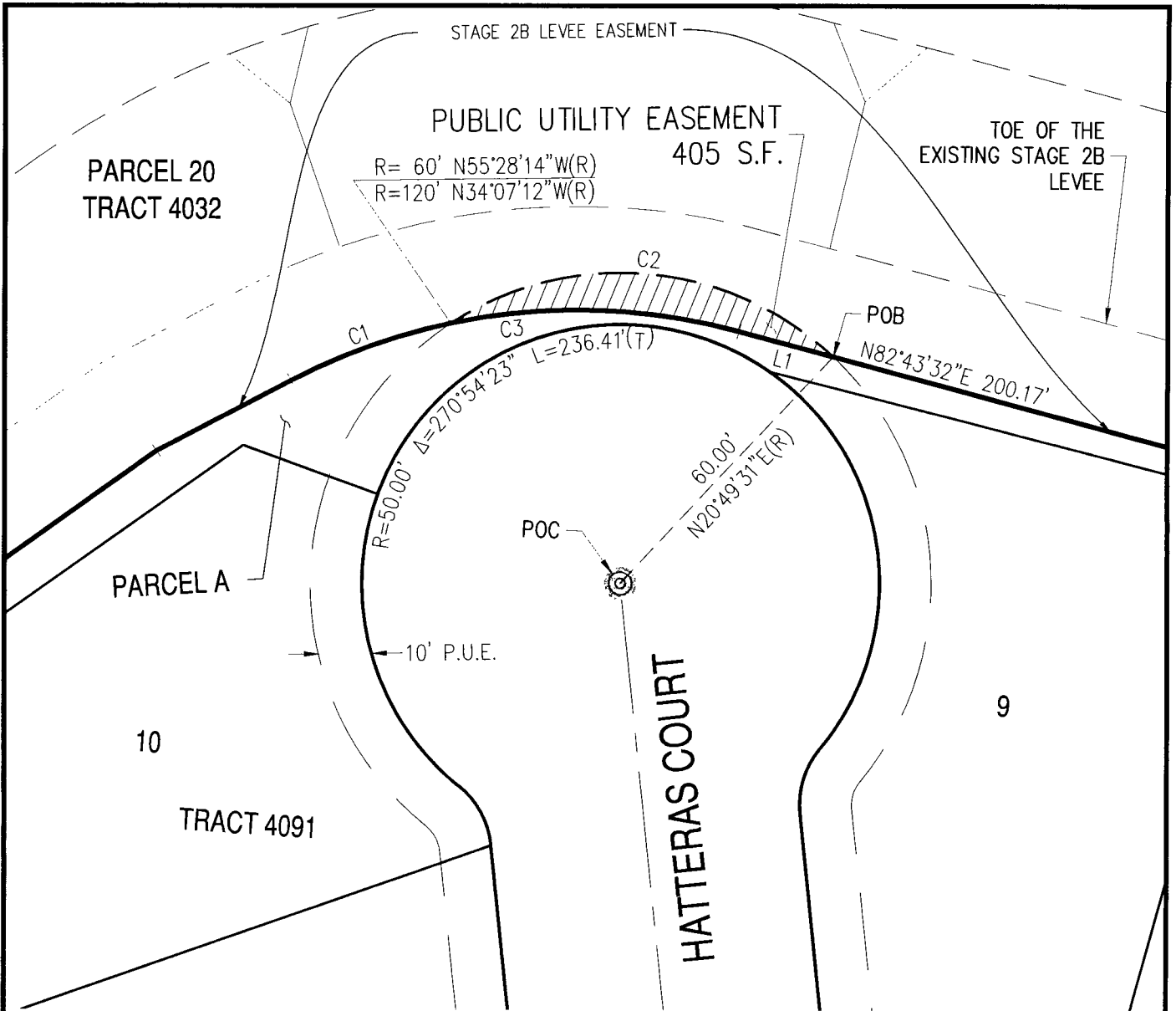


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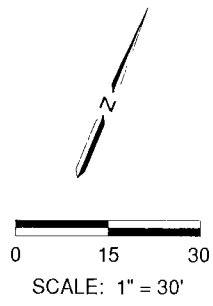


CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	120.00'	15°42'51"	32.91'
C2	60.00'	76°17'45"	79.90'
C3	120.00'	26°50'44"	56.23'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S82°43'32"W	18.80'

LEGEND

POC POINT OF COMMENCEMENT
 POB POINT OF BEGINNING
 P.U.E. PUBLIC UTILITY EASEMENT
 (R) RADIAL BEARING
 (T) TOTAL
 S.F. SQUARE FEET

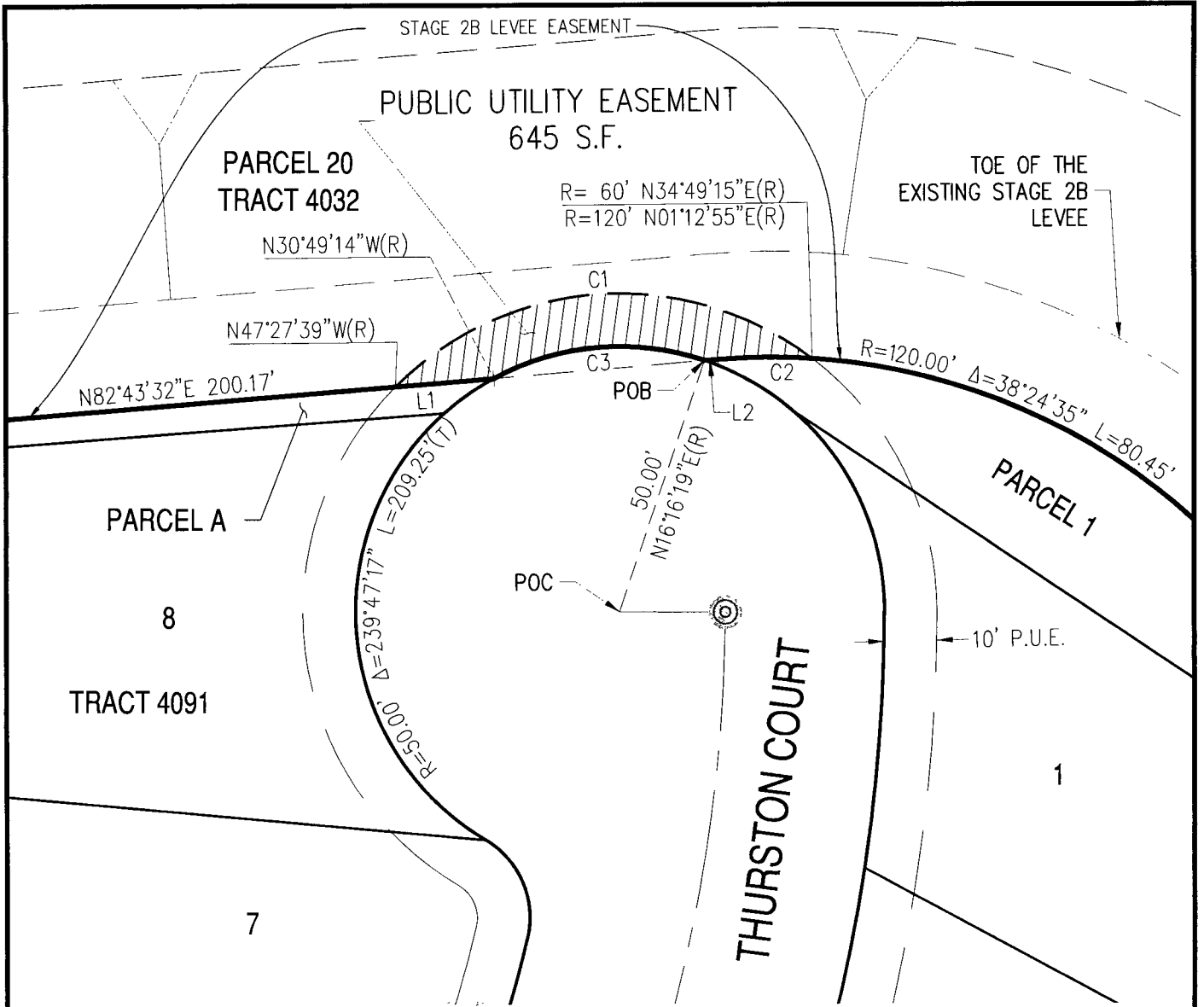


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DESCRIPTION: COMMON USE AGREEMENT			
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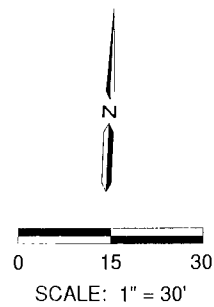


CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	60.00'	82°16'54"	86.17'
C2	120.00'	8°29'23"	17.78'
C3	50.00'	47°05'33"	41.10'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N82°43'32"E	18.74'
L2	N82°43'32"E	2.53'

LEGEND

POC POINT OF COMMENCEMENT
 POB POINT OF BEGINNING
 P.U.E. PUBLIC UTILITY EASEMENT
 (R) RADIAL BEARING
 (T) TOTAL
 S.F. SQUARE FEET



1165 Scenic Drive, Suite A
 Modesto, CA 95350
 odellengineering.com

DESCRIPTION: COMMON USE AGREEMENT			
SCALE:	1" = 30'	DATE:	AUG 19, 2021
JOB NO.:	25503		
FILE:	25503-FM-TRACT 4091_CUA.DWG		

1
of
1

EXHIBIT "B"
GRANT DEED FOR DEDICATION OF PUBLIC UTILITY EASEMENTS

RECORDING REQUESTED BY, AND

WHEN RECORDED MAIL TO:

CITY OF LATHROP

ATTN: CITY CLERK

390 TOWNE CENTRE DRIVE

LATHROP, CA 95330

Exempt from payment of recording fees (GC 27383)

APN: ___-___-___

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**Offer of Dedication
for Public Utility Easements**

(Final Map 4091)

THIS INSTRUMENT BENEFITS THE CITY ONLY. NO FEE REQUIRED.

THE UNDERSIGNED GRANTOR(S) DECLARE(S): DOCUMENTARY TRANSFER TAX IS \$ _____

- () computed on full value of property conveyed, or
- () computed on full value less liens and encumbrances remaining at time of sale.
- () Unincorporated area (X) City of Lathrop

For a valuable consideration, receipt of which is hereby acknowledged,
RIVER ISLANDS STAGE 2B, LLC, a Delaware limited liability company, "Grantor(s)",

hereby grants to **CITY OF LATHROP**, a California municipal corporation "Grantee",

for public purposes, a non-exclusive public utility easement together with the right to construct, reconstruct, repair and maintain, poles, wires, cables, pipes, and conduits and their appurtenances upon (the "Public Utility Easement") over all that real property situated in the State of California, County of San Joaquin, City of Lathrop and more particularly described as follows:

See attached Exhibit "A"

In witness whereof the undersigned have executed this instrument on September 13, 2021.

Grantor(s):
RIVER ISLANDS STAGE 2B, LLC,
a Delaware limited liability company

By: _____
Susan Dell'Osso, President

(Notary Acknowledgment Required for each Signatory)

EXHIBIT "A"
LEGAL DESCRIPTION

EXHIBIT A

LEGAL DESCRIPTION
DEDICATION OF PUBLIC UTILITY EASEMENTS
PARCEL 20, TRACT 4032 (43 M&P 142)
RIVER ISLANDS-STAGE 2B
CITY OF LATHROP, SAN JOAQUIN COUNTY, 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 20 AS SAID PARCEL IS SHOWN ON THE MAP ENTITLED "TRACT 4032, RIVER ISLANDS-STAGE 2B, LARGE LOT FINAL MAP", FILED OCTOBER 8, 2020, IN BOOK 43 OF MAPS AND PLATS, AT PAGE 142, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PUBLIC UTILITY EASEMENT (CABOT AVENUE)

COMMENCING AT THE CENTERLINE INTERSECTION OF CABOT AVENUE AND POSEY STREET, AS SHOWN ON THE MAP ENTITLED "TRACT 4091, RIVER ISLANDS-STAGE 2B, VILLAGE GG1" FILED _____, 202__, IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY;

THENCE NORTH 69°46'05" WEST 37.56 FEET TO THE SOUTHEASTERLY LINE OF PARCEL 20 OF SAID TRACT 4032, ALSO BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED EASEMENT;

THENCE ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 20, NORTH 84°29'35 EAST, 10.00 FEET;

THENCE, LEAVING SAID SOUTHEASTERLY LINE, NORTHERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 83.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 84°29'35" EAST, THROUGH A CENTRAL ANGLE OF 45°38'42", AND AN ARC DISTANCE OF 66.12 FEET;

THENCE ALONG A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 77.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 49°51'42" WEST, THROUGH A CENTRAL ANGLE OF 23°15'22", AND AN ARC DISTANCE OF 31.25 FEET;

THENCE, NORTH 16°52'56" EAST, FOR A DISTANCE OF 19.26 FEET;

THENCE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 340.00 FEET, THROUGH A CENTRAL ANGLE OF 29°45'22", AND AN ARC DISTANCE OF 176.58 FEET;

THENCE, NORTH 46°38'18" EAST, FOR A DISTANCE OF 174.53 FEET;

THENCE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 913.00 FEET, THROUGH A CENTRAL ANGLE OF 07°32'33", AND AN ARC DISTANCE OF 120.19 FEET;

THENCE ALONG A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 77.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 35°49'09" WEST, THROUGH A CENTRAL ANGLE OF 21°21'15, AND AN ARC DISTANCE OF 28.70 FEET;

THENCE ALONG A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 83.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 57°10'24" EAST, THROUGH A CENTRAL ANGLE OF 51°27'51", AND AN ARC DISTANCE OF 74.55 FEET TO THE SOUTHEASTERLY LINE OF SAID PARCEL 20;

THENCE ALONG SAID SOUTHEASTERLY LINE OF PARCEL 20 THE FOLLOWING NINE (9) COURSES:

- 1) SOUTHERLY ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 620.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 45°00'34" WEST, THROUGH A CENTRAL ANGLE OF 01°41'58", AND AN ARC DISTANCE OF 18.39 FEET,
- 2) ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 73.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 17°05'11" EAST, THROUGH A CENTRAL ANGLE OF 40°05'13", AND AN ARC DISTANCE OF 51.07 FEET,
- 3) ALONG A REVERSE CURVE TO THE RIGHT, HAVING A RADIUS OF 87.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 57°10'24" WEST, THROUGH A CENTRAL ANGLE OF 21°21'15", AND AN ARC DISTANCE OF 32.42 FEET,
- 4) ALONG A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 903.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 35°49'09" EAST, THROUGH A CENTRAL ANGLE OF 07°32'33", AND AN ARC DISTANCE OF 118.87 FEET,
- 5) SOUTH 46°38'18" WEST, FOR A DISTANCE OF 174.53 FEET,
- 6) ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 330.00 FEET, THROUGH A CENTRAL ANGLE OF 29°45'22" AND AN ARC DISTANCE OF 171.38 FEET,
- 7) SOUTH 16°52'56" WEST, FOR A DISTANCE OF 19.26 FEET,
- 8) ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 87.00 FEET, THROUGH A CENTRAL ANGLE OF 23°15'22", AND AN ARC DISTANCE OF 35.31 FEET, AND
- 9) ALONG A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 73.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 49°51'42" EAST, THROUGH A CENTRAL ANGLE OF 45°38'42", AND AN ARC DISTANCE OF 58.16 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,766 SQUARE FEET, MORE OR LESS.

PUBLIC UTILITY EASEMENT (BARRETT COURT)

BEING A PORTION OF PARCEL 20 AS SAID PARCEL IS SHOWN ON THE MAP ENTITLED "TRACT 4032, RIVER ISLANDS-STAGE 2B, LARGE LOT FINAL MAP", FILED OCTOBER 8, 2020, IN BOOK 43 OF MAPS AND PLATS, AT PAGE 142, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF THE BARRETT COURT CUL DE SAC AS SHOWN ON THE MAP ENTITLED "TRACT 4091, RIVER ISLANDS-STAGE 2B, VILLAGE GG1" FILED _____, 2021, IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY;

THENCE, ALONG A RADIAL BEARING OF NORTH 13°56'47" WEST, A DISTANCE OF 50.00 FEET TO THE SOUTHEASTERLY LINE OF PARCEL 20 OF SAID TRACT 4032, ALSO BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED EASEMENT;

THENCE, ALONG SAID SOUTHEASTERLY LINE, ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 80°43'10", AND AN ARC DISTANCE OF 70.44 FEET;

THENCE, CONTINUING ALONG SAID SOUTHEASTERLY LINE, SOUTH 35°41'32" WEST, A DISTANCE OF 13.97 FEET;

THENCE, LEAVING SAID SOUTHEASTERLY LINE, ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 75°06'47" EAST, THROUGH A CENTRAL ANGLE OF 36°07'28", AND AN ARC DISTANCE OF 37.83 FEET TO THE TOE OF THE EXISTING STAGE 2B LEVEE;

THENCE, ALONG SAID LEVEE TOE, NORTH 35°41'32" EAST, A DISTANCE OF 23.08 FEET;

THENCE, CONTINUING ALONG SAID LEVEE TOE, NORTH 35°41'49" EAST, A DISTANCE OF 6.88 FEET;

THENCE, LEAVING SAID LEVEE TOE, ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 39°51'03" EAST, THROUGH A CENTRAL ANGLE OF 36°07'34", AND AN ARC LENGTH OF 37.83 FEET TO THE SOUTHEASTERLY LINE OF SAID PARCEL 20;

THENCE, ALONG SAID SOUTHEASTERLY LINE, SOUTH 35°41'49" WEST, A DISTANCE OF 13.97 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 847 SQUARE FEET, MORE OR LESS.

PUBLIC UTILITY EASEMENT (IRISH MEADOW COURT)

BEING A PORTION OF PARCEL 20 AS SAID PARCEL IS SHOWN ON THE MAP ENTITLED "TRACT 4032, RIVER ISLANDS-STAGE 2B, LARGE LOT FINAL MAP", FILED OCTOBER 8, 2020, IN BOOK 43 OF MAPS AND PLATS, AT PAGE 142, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF THE IRISH MEADOW COURT CUL DE SAC AS SHOWN ON THE MAP ENTITLED "TRACT 4091, RIVER ISLANDS-STAGE 2B, VILLAGE GG1" FILED _____, 2021, IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY;

THENCE, ALONG A RADIAL BEARING OF NORTH 39°48'53" WEST, A DISTANCE OF 50.00 FEET TO THE SOUTHERN LINE OF PARCEL 20 OF SAID TRACT 4032, ALSO BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED EASEMENT;

THENCE, ALONG SAID SOUTHERLY LINE OF SAID PARCEL 20, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 36°38'38", AND AN ARC DISTANCE OF 31.98 FEET;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE OF SAID PARCEL 20, SOUTH 31°51'48" WEST, FOR A DISTANCE OF 20.98 FEET;

THENCE, LEAVING SAID SOUTHERLY LINE, ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 84°09'02" EAST, THROUGH A CENTRAL ANGLE OF 75°25'32", AND AN ARC DISTANCE OF 78.99 FEET, TO THE SOUTHERLY LINE OF SAID PARCEL 20;

THENCE, ALONG SAID SOUTHERLY LINE OF SAID PARCEL 20, SOUTH 31°51'48" WEST, FOR A DISTANCE OF 20.98 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 574 SQUARE FEET, MORE OR LESS.

PUBLIC UTILITY EASEMENT (HATTERAS COURT)

BEING A PORTION OF PARCEL 20 AS SAID PARCEL IS SHOWN ON THE MAP ENTITLED "TRACT 4032, RIVER ISLANDS-STAGE 2B, LARGE LOT FINAL MAP", FILED OCTOBER 8, 2020, IN BOOK 43 OF MAPS AND PLATS, AT PAGE 142, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF THE HATTERAS COURT CUL DE SAC AS SHOWN ON THE MAP ENTITLED "TRACT 4091, RIVER ISLANDS-STAGE 2B, VILLAGE GG1" FILED _____, 2021, IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY;

THENCE, ALONG A RADIAL BEARING OF NORTH 20°49'31" EAST, A DISTANCE OF 60.00 FEET TO THE SOUTHERLY LINE OF SAID PARCEL 20, ALSO BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED EASEMENT;

THENCE ALONG SAID SOUTHERLY LINE, SOUTH 82°43'32" WEST, FOR A DISTANCE OF 18.80 FEET;

THENCE, CONTINUING ALONG SAID SOUTHERLY LINE, ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 120.00 FEET, THROUGH A CENTRAL ANGLE OF 26°50'44", AND AN ARC DISTANCE OF 56.23 FEET;

THENCE, LEAVING SAID SOUTHERLY LINE, ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 55°28'14" EAST, THROUGH A CENTRAL ANGLE OF 76°17'45", AND AN ARC DISTANCE OF 79.90 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 405 SQUARE FEET, MORE OR LESS.

PUBLIC UTILITY EASEMENT (THURSTON COURT)

COMMENCING AT THE CENTER OF THE THURSTON COURT CUL DE SAC AS SHOWN ON THE MAP ENTITLED "TRACT 4091, RIVER ISLANDS-STAGE 2B, VILLAGE GG1" FILED _____, 2021, IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY;

THENCE ALONG A RADIAL BEARING OF NORTH 16°16'19" EAST, A DISTANCE OF 50.00 FEET TO THE SOUTHERN LINE OF PARCEL 20 OF SAID TRACT 4032, ALSO BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED EASEMENT;

THENCE ALONG SAID SOUTHERLY LINE OF SAID PARCEL 20, ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 47°05'33", AND AN ARC DISTANCE OF 41.10 FEET;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE, SOUTH 82°43'32" WEST, FOR A DISTANCE OF 18.74 FEET;

THENCE, LEAVING SAID SOUTHERLY LINE, ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 47°27'39" EAST, THROUGH A CENTRAL ANGLE OF 82°16'54", AND AN ARC DISTANCE OF 86.17 FEET, TO SAID SOUTHERLY LINE OF SAID PARCEL 20;

THENCE, ALONG SAID SOUTHERLY LINE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 120.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 01°12'55" WEST, THROUGH A CENTRAL ANGLE OF 08°29'23", AND AN ARC DISTANCE OF 17.78 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 645 SQUARE FEET, MORE OR LESS.

PLATS OF THE ABOVE DESCRIBED EASEMENTS ARE ATTACHED HERETO AS **EXHIBIT B** AND BY THIS REFERENCE MADE A PART HEREOF.

END DESCRIPTION

THIS DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYOR'S ACT.

DRAFT

WILLIAM M. KOCH
PROFESSIONAL LAND SURVEYOR
CALIFORNIA NO. 8092



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

TWENTY-FOURTH AMENDMENT TO NOTICE OF SPECIAL TAX LIEN

City of Lathrop
 Community Facilities District No. 2013-1
 (River Islands Public Services and Facilities)
 Annexation No. 24

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 Twenty-Fourth 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 Twenty-Fourth 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: _____, 2021.

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. 24
ASSESSOR'S PARCEL NUMBER(S) AND OWNER(S) OF LAND
WITHIN ANNEXATION NO. 24 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 2B, LLC 73 W. STEWART RD., LATHROP, CA 95330	213-470-15, 213-470-16, 213-470-19

EXHIBIT B
CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES)
ANNEXATION NO. 24

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 2B, 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. 213-470-15, 213-470-16, 213-470-19

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 2B, LLC
a Delaware limited liability company

By: _____
Name: Susan Dell'Osso
Title: President

Notice Address:

River Islands Stage 2B, 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. 24

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.*

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ITEM 5.1

CITY MANAGER'S REPORT SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING

ITEM: PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER TENTATIVE SUBDIVISION MAP TSM-21-15 AND MINOR VARIANCE MV-21-70 FOR THE WARREN AVENUE SUBDIVISION PROJECT

RECOMMENDATION: Council to Consider the Following:

1. Hold a Public Hearing; and
2. Adopt a Resolution Approving Tentative Subdivision Map (TSM-21-15) and Minor Variance (MV-21-70) for the Proposed Warren Avenue Subdivision Project

SUMMARY:

The applicant is requesting approval of a Tentative Subdivision Map to subdivide a 1.55-acre parcel into seven (7) individual residential lots with an average lot size of 6,343 square feet per lot. The map will serve as the basis for design and construction of the future homes. Additionally, the applicant is requesting a Minor Variance to reduce the required corner lot width requirement of 65 feet to 62 feet for lot no. 2. The property is located at 231 Warren Avenue (APN: 196-050-69).

The Planning Commission and staff recommend that the City Council consider all information provided and submitted, take and consider all public testimony and, if determined to be appropriate, adopt a Resolution to approve the Tentative Subdivision Map (TSM-21-15) and Minor Variance (MV-21-70) for the Warren Avenue Subdivision Project.

This item was presented at the August 9, 2021 City Council Meeting. The City Council received Staff's presentation and discussed the project. No decision was made at the meeting and the item was continued. Staff is now bringing the project back for the City Council to consider.

BACKGROUND:

On September 28, 2004, the Planning Commission voted in favor to recommend the Vesting Tentative Subdivision Map (VTM no. 3462) for City Council approval. The map also consisted of seven residential lots ranging from 6,000 sq. ft. to 7,692 sq. ft. similar to TSM-21-15. On November 16, 2004, the City Council approved Vesting Tentative Subdivision Map No. 3462. Unfortunately, the 2008 recession greatly impacted the project and the previous developer decided not to pursue it. As a result, VTM No. 3462 expired on November 16, 2007.

**CITY MANAGERS REPORT
SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING
WARREN AVENUE SUBDIVISION**

PAGE 2

On July 14, 2021 the Planning Commission held a public hearing and voted unanimously (5-0) to recommend the City Council approve the Warren Avenue Subdivision Project. The approval included a modification to Public Works condition of approval #5B as it relates to undergrounding existing utilities.

ANALYSIS:

Tentative Subdivision Map (TSM)

The Tentative Subdivision Map proposes to subdivide a 1.55-acre parcel into seven residential lots ranging in size from 6,000 to 7,640 square feet. The project is consistent with the Low Density Residential (LD) land use designation density requirement at seven (7) units per acre (range is 1-7 units per acre). The site is suitable for the proposed development and the design and layout of the subdivision is consistent with the City's general plan and zoning ordinances. The project is required to adhere to the R, One-Family Residential District Development Standards (Chapter 17.32). The minimum standard for lot width and depth for the R-1-6, R, One-Family Residential district is 60 feet for an interior lot & 65 feet for a corner and 90 feet for an interior lot & 80 feet for a corner lot, respectively.

The proposed TSM meets the lot width requirement for 6 of the 7 lots; however, lot 2 does not meet the requirement. As a result, the applicant has requested the Minor Variance as discussed below.

The primary access to the project site is a new road shown as "Robbie Place" on the map that intersects with "Malcolm Avenue" which serves all of the lots. The project site will be required to connect to the City utilities including water, sewer, and storm drain, which are located in Warren Avenue. Frontage improvements such as sidewalk, curb, and gutter, pavement, streetlights, fire hydrants, driveway aprons, curb ramps, etc. will be constructed in accordance with City Standards. The applicant will be required to purchase wastewater capacity as well as dedicate both Right-of-Way (ROW) and Public Utility Easement (PUE) as necessary. Electric and natural gas service will be provided by Pacific Gas & Electric to the project site.

As mentioned above, Public Works condition of approval #5B was modified during the Planning Commission meeting on July 14, 2021. The condition was modified to allow the applicant the choice to underground the existing utilities as part of the project or to pay a fee to cover the cost of undergrounding existing utilities along the property frontage as part of a future project.

Additionally the subdivision is designed to incorporate a 50-foot wide “hammer-head” street to provide sufficient access for residents and emergency vehicles. The proposed street names of “Robbie Place” and “Malcom Avenue” will be reviewed by the San Joaquin County Sheriff’s Office and the Lathrop Manteca Fire District (LMFD) to confirm they do not conflict with existing street names in the County prior to Final Map approval.

Minor Variance:

The applicant is also requesting a Minor Variance as part of the project. Lathrop Municipal Code (LMC) Section 17.32.050, (C) (2) requires the minimum lot width of a corner lot to be 65 feet. Due to the parcel and street configuration the width of lot 2 is reduced to 63 feet. The project is appropriate and compatible with surrounding development. Staff believes that the request is de minimus in nature and allows for the orderly development of the subdivision. Additionally, this would prevent a “jog” in the road and for the road to be properly aligned. It is important to note that other than this request, the project meets all development standards. Furthermore, the project site is located just outside of the Historic Overlay District, which requires only 50 foot wide corner lots.

General Plan and Zoning Consistency

As currently designed and conditioned, the project is a reasonable request that is consistent with the goals and policies of the General Plan and will comply with the requirements of the Zoning Ordinance and design standards of the R One-Family Residential District development. The project is also consistent with the City’s subdivision ordinance and the State Subdivision Map Act.

Conditions of Approval

Planning staff routed the project plans on May 20, 2021 to the Building Division, Public Works Department, Lathrop-Manteca Fire District, Lathrop Police Services and various non-City agencies to ensure compliance with applicable codes and requirements. As a result, staff developed a consolidated list of conditions. Staff finds that the proposed project has been properly conditioned to meet the City’s standards and requirements.

Manteca Unified School District

The City received a letter from MUSD on June 3, 2021, in regards to the impacts the development would have on the school district. Staff met with the applicant in regards to the letter in which the applicant informed the City he would be reaching out directly to MUSD. Staff has since been notified that MUSD and the applicant have reached an agreement that addresses MUSD’s concerns.

Public Notice

A Notice of Public Hearing was advertised in the Manteca Bulletin on August 25, 2021 and emailed to the list of public hearing subscribers. Staff also mailed the public hearing notice on September 1, 2021 to notify property owners located within a 300-foot radius from the project site. In addition, the meeting agenda was also posted at our designated posting locations in the City and posted on the City's website. As of the writing of this report, no comments were received in favor or against the proposed project.

CEQA REVIEW:

The City finds that the proposed project is exempt according to the California Environmental Quality Act (CEQA) Article 19 § 15332 Class 32 "In-Fill Development". The project is consistent with the General Plan and Zoning and regulations of the parcel, and occurs within the City limits on a project site of five (5) acres or less. The project is substantially surrounded by urban uses; has no value as habitat for endangered, rare, or threatened species; does not result in any significant effects relating to traffic, noise, air, and water quality; and can be adequately served by all required utilities and public services. No significant impacts are anticipated and no mitigation measure have been required.

RECOMMENDATION:

The Planning Commission and staff recommend that the City Council consider all information provided and submitted, take and consider all public testimony and, if determined to be appropriate, adopt a Resolution to approve the Tentative Subdivision Map (TSM-21-15) and Minor Variance (MV-21-70) for the Warren Avenue Subdivision Project.

FISCAL IMPACT:

All application processing fees and costs are charged to the applicant. The request has no fiscal impact to the City.

ATTACHMENT:

1. City Council Resolution Approving Tentative Subdivision Map (TSM-21-15) and Minor Variance (MV-21-70).
2. Planning Commission Resolution No. 21-18 Recommending City Council Approval
3. Amended Conditions of Approval dated July 14, 2021
4. Vicinity Map
5. Tentative Subdivision Map for Warren Avenue Subdivision Map Project

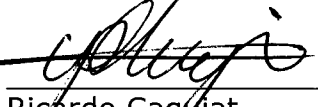
**CITY MANAGERS REPORT
SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING
WARREN AVENUE SUBDIVISION**

APPROVALS:



Trent DaDalt
Assistant Planner

9-1-2021
Date



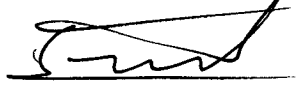
Ricardo Caguiat
Principal Planner

9-1-2021
Date




Mark Meisner
Community Development Director

9-1-2021
Date



Salvador Navarrete
City Attorney

9.2.2021
Date



Stephen J. Salvatore
City Manager

9.3.21
Date

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING TENTATIVE SUBDIVISION MAP (TSM-21-15) AND MINOR VARIANCE (MV-21-70) FOR THE PROPOSED WARREN AVENUE SUBDIVISION PROJECT TO BE CONSISTENT WITH THE RECOMMENDATION OF THE PLANNING COMMISSION

WHEREAS, the City of Lathrop City Council held a duly noticed public hearing on September 13, 2021 and proper public notice of this meeting was given in all respects as required by law to consider the Warren Avenue Tentative Subdivision Map (TSM-21-15) and Minor Variance (MV-21-70) project pursuant to the Lathrop Municipal Code; and

WHEREAS, the property site is located at 231 Warren Avenue (APN: 196-050-69) in a Low Density Residential (LD) General Plan designation and One-Family (R-1) Residential Zoning District; and

WHEREAS, the proposed project is exempt according to the California Environmental Quality Act (CEQA) Article 19 §15332 Class 32 "In-Fill Development". This exemption is for a project that is consistent with the applicable General Plan designation and applicable Zoning designation and regulations, occurs within City limits on a project site of five (5) acres or less substantially surrounded by urban uses, has no value as habitat for endangered, rare, or threatened species, not result in any significant effects relating to traffic, noise, air, and water quality and can be adequately served by all required utilities and public services; and

WHEREAS, the City Council, acting as the land use agency, adopted Resolution #21-4923 on July 12, 2021, validating the June 20, 2016 Urban Level of Flood Protection (ULOP) Finding of Adequate Progress in the Mossdale Tract Area (Formally Referred as Reclamation District 17 Basin), acting as the land use agency; and

WHEREAS, the requirements and conditions of this resolution are reasonable in preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general, and the persons who work in or visit the development in particular; and

WHEREAS, section 16.12.050 of the Lathrop Municipal Code mandates the Planning Commission transmittal of a recommendation to the City Council by Resolution. On July 14, 2021 the Planning Commission held a public hearing and voted unanimously (5-0) to recommend the City Council approve the Warren Avenue Subdivision Map (TSM-21-15) and Minor Variance (MV-21-70); and

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

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Lathrop does hereby make the following findings:

1. The location of the proposed project is consistent with the objectives of the zoning code and the purpose of the district in which the site is located. The proposed use is consistent with the standards for the One-Family Residential Zoning District. The use is compatible with surrounding land uses and will not be detrimental to the health, safety or general welfare of the City.
2. The proposed project will comply with each of the applicable provisions of Chapter 17.32 of the Lathrop Municipal Code. As conditioned, the project will also comply with the General Plan, Zoning Ordinance, City's Subdivision Ordinance, State Subdivision Map Act, and various federal, state and local standards applicable to the project. The Conditions of Approval address Planning, Building, and Fire Department requirements.
3. The proposed Tentative Subdivision Map and Minor Variance are exempt according to the California Environmental Quality Act (CEQA) Article 19 §15332 Class 32 "In-Fill Development". This exemption is for a project that is consistent with the applicable General Plan designation and applicable Zoning designation and regulations, occurs within City limits on a project site of five (5) acres or less substantially surrounded by urban uses, has no value as habitat for endangered, rare, or threatened species, not result in any significant effects relating to traffic, noise, air, and water quality and can be adequately served by all required utilities and public services.
4. The City Council, acting as the land use agency, adopted Resolution #21-4923 on July 12, 2021, validating the June 20, 2016 Urban Level of Flood Protection (ULOP) Finding of Adequate Progress in the Mossdale Tract Area (Formally Referred as Reclamation District 17 Basin), acting as the land use agency.

BE IT FURTHER RESOLVED that the City Council of the City of Lathrop does hereby make the following findings regarding the proposed Tentative Subdivision Map per Government Code Section 66474 of the Subdivision Map Act:

1. *The proposed Warren Avenue Tentative Subdivision Map is consistent with the General Plan.* The proposed map is a residential subdivision that implements the land use objectives in the Lathrop General Plan.
2. *The design or improvements of the subdivision proposed in the Warren Avenue Tentative Subdivision Map are consistent with the General Plan.* As conditioned, the design of the map and proposed utility and improvements are consistent with the requirements of the General Plan. All required improvements are conditioned to comply with the City's standards and specifications.

3. *The site is physically suitable for the proposed residential development.* The site is designated as Low Density Residential land use in the General Plan. The applicant and staff have worked closely to ensure the map and its conditions of approval address public infrastructure and public services for the development of the proposed residential development.
4. *The site is physically suitable for the proposed density of development.* The Lathrop General Plan identifies the project area to allow for single-family residential development. The map satisfies the Low Density requirement at 7 units per acre (range is 1-7 units per acre) and meets the minimum standards for lot widths and lot depths. Development of the site will comply with the requirements set forth in the Lathrop Municipal Code Development Standards.
5. *The design of the subdivision and the proposed improvements will not cause substantial environmental damage or substantially injure fish or wildlife or their habitat.* As stated above the project is exempt according to the California Environmental Quality Act (CEQA) Article 19 §15332 Class 32 "In-Fill Development."
6. *The design of the subdivision and proposed improvements will not cause serious public health problems.* The development of the project would not involve a range of potentially significant effects on public health and safety. As stated above the project is exempt according to the California Environmental Quality Act (CEQA) Article 19 §15332 Class 32 "In-Fill Development."
7. *The design of the subdivision and proposed improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.* The design of the subdivision does not conflict with any public easements for access through or use of property within the subdivision. Conditions of approval are included to dedicate land, right of way and to provide easements where necessary for public access, utilities, and infrastructure.

BE IT FURTHER RESOLVED that the City Council of the City of Lathrop does hereby make the following findings regarding the proposed Minor Variance per Lathrop Municipal Code (LMC) Section 17.120.040:

1. *The proposed minor variance is not detrimental to adjacent properties or uses.* The proposed project site is significantly surrounded by residential uses to the north, south, east, and west. The reduction in lot width by 2 feet will not negatively impact the surrounding property or uses.
2. *The development regulation as written in the Lathrop Municipal Code deprives the property owner of privileges enjoyed by others in the same zoning district.* Due to the unique parcel and street configuration, the 65 foot corner lot width requirement cannot be achieved. The reduction of lot width by 2 feet is de minimus in nature and the design of the project is appropriate to allow the owner the same privileges enjoyed by others in the same zoning district and compatible with the surrounding development.

3. *The proposed minor variance is compliant with any adopted city plan, including the general plan.* The proposed minor variance complies with the Low Density Residential use of the General Plan.
4. *The approval of the proposed minor variance does not grant special privilege to a property owner not enjoyed by others in the vicinity.* The approval of this minor variance does not grant a special privilege to a property not enjoyed by others in the vicinity. The project site is located just outside of the Historic Overlay District where the corner lot width requirement is only 50 feet.

BE IT FURTHER RESOLVED that the City Council of the City of Lathrop based on substantial evidence in the administrative record of proceedings, its findings above and pursuant to its independent review and consideration, does hereby approve the Warren Avenue Tentative Subdivision Map (TSM-21-15) and Minor Variance (MV-21-70), subject to the Amended Conditions of Approval dated July 14, 2021 listed as Attachment #3 of the Staff Report for this item, incorporated by reference herein.

PASSED AND ADOPTED by the City Council of the City of Lathrop at a regular meeting on the 13th day of September, 2021 by the following vote:

AYES:

NOES:

ABSTAIN:


ABSENT:

SONNY DHALIWAL, MAYOR

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

**CITY OF LATHROP
PLANNING COMMISSION RESOLUTION NO. 21-18**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LATHROP
RECOMMENDING THAT THE CITY COUNCIL APPROVE THE WARREN
SUBDIVISION TENTATIVE SUBDIVISION MAP (TSM-21-15) AND MINOR
VARIANCE (MV-21-70)**

WHEREAS, the City of Lathrop Planning Commission held a duly noticed public hearing to consider the Warren Avenue Tentative Subdivision Map (TSM-21-15) and Minor Variance (MV-21-70) project pursuant to the Lathrop Municipal Code; and

WHEREAS, the property is located at 231 Warren Avenue (APN: 196-050-69); and

WHEREAS, the subject site is located in a Low Density Residential (LD) General Plan designation, One-Family Residential (R-1) Zoning District; and

WHEREAS, the proposed project is exempt according to the California Environmental Quality Act (CEQA) Article 19 §15332 Class 32 "In-Fill Development". This exemption is for a project that is consistent with the applicable General Plan designation and applicable Zoning designation and regulations, occurs within City limits on a project site of five (5) acres or less substantially surrounded by urban uses, has no value as habitat for endangered, rare, or threatened species, not result in any significant effects relating to traffic, noise, air, and water quality and can be adequately served by all required utilities and public services; and

WHEREAS, the City Council, acting as the land use agency, will be adopting at their July 12, 2021 meeting, an Adequate Progress Findings toward providing a 200-year Urban Level of Flood Protection in the Mossdale Tract Area by the year 2028; and

WHEREAS, the Planning Commission finds that the proposed project is consistent with the R One-Family Residential use goals and policies the City of Lathrop General Plan and also consistent with the City's Subdivision Ordinance and the State Subdivision Map Act; and

WHEREAS, the Planning Commission finds that the requirements and conditions of this resolution are reasonable in preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general, and the persons who work in or visit the development in particular; and

WHEREAS, section 16.12.050 of the Lathrop Municipal Code mandates the transmittal of a recommendation to the City Council by Resolution; and

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

WHEREAS, the Planning Commission has reviewed all written evidence and oral testimony presented to date.

NOW, THEREFORE, BE IT RESOLVED the Planning Commission of the City of Lathrop does hereby make the following findings;

1. The location of the proposed project is consistent with the objectives of the zoning code and the purpose of the district in which the site is located. The proposed use is consistent with the standards for the One-Family Residential Zoning District. The use is compatible with surrounding land uses and will not be detrimental to the health, safety or general welfare of the City.
2. The proposed project will comply with each of the applicable provisions of Chapter 17.32 of the Lathrop Municipal Code. As conditioned, the project will also comply with the General Plan, Zoning Ordinance, and various federal, state and local standards applicable to the project. The Conditions of Approval address Planning, Building, and Fire Department requirements.
3. The proposed Tentative Subdivision Map and Minor Variance are exempt according to the California Environmental Quality Act (CEQA) Article 19 §15332 Class 32 “In-Fill Development”.
4. The City Council, acting as the land use agency, will be adopting at their July 12, 2021 meeting, an Adequate Progress Findings toward providing a 200-year Urban Level of Flood Protection in the Mossdale Tract Area by the year 2028.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Lathrop does hereby make the following Tentative Subdivision Map findings;

1. *The proposed map is consistent with the General Plan.* The proposed map is a residential subdivision that implements the land use objectives in the Lathrop General Plan.
2. *The design or improvements of the proposed subdivision are consistent with the General Plan.* As conditioned, the design of the map and proposed utility and improvements are consistent with the requirements of the General Plan. All required improvements are conditioned to comply with the City’s standards and specifications.
3. *The site is physically suitable for the proposed residential development.* The site is designated as Low Density Residential land use in the General Plan. The applicant and staff have worked closely to ensure the map and its conditions of approval address public infrastructure and public services for the development of the propose residential development.
4. *The site is physically suitable for the proposed density of development.* The Lathrop General Plan identifies the project area to allow for single-family residential development. The map satisfies the Low Density requirement at 7 units per acre (range is 1-7 units per acre) and meets the minimum standards for lot widths and lot depths. Development of the site will comply with the requirements set forth in the Lathrop Municipal Code Development Standards.

5. *The design of the subdivision or the proposed improvements will not cause substantial environmental damage or substantially injure fish or wildlife or their habitat.* As stated above the project is exempt according to the California Environmental Quality Act (CEQA) Article 19 §15332 Class 32 “In-Fill Development.”
6. *The design of the subdivision or type of improvements will not cause serious public health problems.* The development of the project would not involve a range of potentially significant effects on public health and safety. As stated above the project is exempt according to the California Environmental Quality Act (CEQA) Article 19 §15332 Class 32 “In-Fill Development.”
7. *The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.* The design of the subdivision does not conflict with any public easements for access through or use of property within the subdivision. Conditions of approval are included to dedicate land, right of way and to provide easements where necessary for public access, utilities, and infrastructure.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Lathrop does hereby make the following Minor Variance findings;

1. *The proposed minor variance is not detrimental to adjacent properties or uses.* The proposed project is significantly surrounded by residential uses to the north, south, east, and west. The reduction in lot width by 2 feet will not negatively impact the surrounding property or uses.
2. *The interpretation of the development regulation as written in the Lathrop Municipal Code deprives the property owner of privileges enjoyed by other in the same zoning district.* Due to the unique parcel and street configuration, the 65 foot corner lot width requirement cannot be achieved. The reduction of lot width by 2 feet is de minimus in nature and the design of the project is appropriate and compatible with the surrounding development.
3. *The proposed minor variance is compliant with any adopted city plan, including the general plan.* The proposed minor variance complies with the Low Density Residential use of the General Plan.
4. *The approval of the proposed minor variance does not grant special privilege to a property owner not enjoyed by other in the vicinity.* The approval of this minor variance does not grant a special privilege to a property not enjoyed by others in the vicinity. The project site is located just outside of the Historic Overlay District where the corner lot width requirement is only 50 feet.

BE IT FURTHER RESOLVED that the Planning Commission of the City of Lathrop based on substantial evidence in the administrative record of proceedings, its findings above and pursuant to its independent review and consideration, does hereby recommend approval of the Warren Avenue Tentative Subdivision Map (TSM-21-15) and Minor Variance (MV-21-70) to the City Council, subject to the Conditions of Approval dated July 14, 2021 listed as Attachment #2 of the Staff Report, incorporated by reference herein.

PASSED AND ADOPTED by the Planning Commission of the City of Lathrop at a regular meeting on the 14th day of July, 2021 by the following vote:

AYES: Dresser, Rhodes, Ishihara, Gatto, Ralmilay

NOES: None

ABSTAIN: None

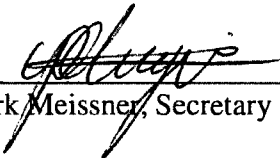
ABSENT: None




Steve Dresser, Chair

ATTEST:

APPROVED AS TO FORM:

for 

Mark Meissner, Secretary



Salvador Navarrete, City Attorney

Community Development Department – Planning Division

AMENDED Consolidated Conditions of Approval

July 14, 2021

Project Name: Warren Avenue Tentative Subdivision Map & Minor Variance
File Number: Tentative Parcel Map No. TSM-21-15 & Minor Variance No. MV-21-70
Project Address: 231 Warren Avenue (APN: 196-050-69)

The following list of conditions shall be incorporated into the final construction plans and development phases of the project. The list of conditions are not intended to be all-inclusive or a comprehensive listing of all City or district regulations. Please note that additional comments and or conditions may be added pending the response to the comments noted below and or changes to the proposed project. The following comments and conditions of approval are based on the exhibits and diagrams dated May 14, 2021.

DESCRIPTION

The applicant is requesting approval of a Tentative Subdivision Map to subdivide a 1.55-acre parcel into seven (7) individual residential lots with an average lot size of 6,343 square feet per lot. The map will serve as the basis for design and construction of the future homes. Additionally, the applicant is requesting a Minor Variance to reduce the required corner lot width requirement of 65 feet to 62 feet for lot no. 2.

PLANNING

CEQA Determination

The City finds that the project is Categorically Exempt according to the California Environmental Quality Act Article 19 § 15332 Class 32 "In-Fill Development". In this regard, the proposed project it is consistent with the General Plan and Zoning regulations of the parcel, and occurs within the City limits and is no more than 5-acres. The project site is substantially surrounded by urban uses; has no value as habitat for endangered, rare, or threatened species; does not result in any significant effect relating to traffic, noise, air and water quality; and can be adequately served by all required utilities and public services. No significant impacts are anticipated and no mitigation measure have been required.

1. Prior to any ground disturbance, the project shall consult with the San Joaquin County Multi-Species Habitat Conversation and Open Space Plan (SJMSCP) for biological coverage, mitigation and participation in the plan. Participation in the SJMSCP satisfies requirements for both the State and Federal endangered species acts, and ensures that the impact are mitigated below a level of significance in compliance with the California Environmental Quality Act (CEQA).
2. The applicant shall coordinate with the San Joaquin Valley Air Pollution Control District to comply with District rules and regulations including but not limited to Rule 8021, Dust Control Plan, Rule 9510, Indirect Source Review, etc. The applicant shall provide proof of compliance prior to building permit issuance.

3. The Final Map shall be in substantial conformance with the approved Tentative Subdivision Map, as conditioned, and future development shall be consistent with applicable sections of the Lathrop Municipal Code.
4. The applicant is responsible for contacting all appropriate utility companies to obtain their agreement for extension and/or relocation of services necessary to final the proposed Tentative Subdivision Map.
5. The applicant shall disclose LMC Chapter 15.48 Agricultural Land Preservation, also commonly referred to as “Right-to-Farm” during the sale of lots within the project area. This provision shall include all properties on site which may be impacted or affected by on-going farming operations.
6. Any activity authorized by this Tentative Subdivision Map shall constitute acceptance of all of the conditions and obligations imposed by the City on this Tentative Subdivision Map. The applicant(s), by said acceptance of these Conditions, waives any challenge as to the validity of these conditions.
7. Unless otherwise specified, all conditions of approval shall be complied with prior to issuance of any Building Permits.
8. The Tentative Subdivision Map shall expire twenty-four (24) months from the date of approval unless a time extension is granted consistent with the policies and procedures of the Lathrop Municipal Code and the Subdivision Map Act.

BUILDING

1. All construction shall comply with the most recent adopted City and State building codes:
 - 2019 California Building Code
 - 2019 California Residential Code
 - 2019 California Electrical Code
 - 2019 California Mechanical Code
 - 2019 California Plumbing Code
 - 2019 California Fire Code
 - 2019 California Green Code
2. Dimensioned building setbacks and property lines, street centerlines and between buildings or other structures shall be designed on plot plan.
3. All property lines and easements must be shown on plot plan. A statement that such lines and easements are shown is required.
4. The project design will conform with energy conservation measures articulated in Title 24 of the California Code of Regulations and address measures to reduce energy consumption such as flow restrictors for toilets, low consumptions light fixtures, and insulation and shall use to the extent feasible draught landscaping.

PUBLIC WORKS

1. Wastewater
 - a. The applicant shall be required to connect to the City sewer system prior to certificate of occupancy for the first building within the project.

- b. The wastewater will be treated at the Manteca Wastewater Quality Control Facility (MWQCF) and capacity is available for purchase. Each parcel will require one ISU of wastewater capacity (240 gallons per day).
- c. The sewer main shall be connected to the City gravity main located in Warren Avenue.
- d. The applicant shall submit a wastewater study proving that the existing City infrastructure can support the additional wastewater contribution and shall participate in and fund any Master Plan updates if required.
- e. Wastewater laterals shall be shown on the utility site plans and shall not be located within the driveway.

2. Potable Water

- a. The applicant shall be required to connect to the water utility for domestic supply and pay all applicable connection fees. Any groundwater wells on site shall be abandoned under a permit from San Joaquin County prior to connecting potable water to the site.
- b. Water capacity is available for purchase from the City and each parcel will require 430 gallons per day of capacity.
- c. The applicant shall submit a potable water study proving that the existing City infrastructure can support the additional demand and shall participate in and fund any Master Plan updates if required.
- d. Water laterals and meter locations shall be shown on the utility site plans and shall not be located within the driveway.

3. Storm Drain

- a. The applicant shall submit a storm water study proving that the existing City infrastructure can support the additional storm water contribution and shall participate in and fund any Master Plan updates if required.

4. Storm Water – Construction

- a. Project is greater than one acre, applicant shall complete a SWPPP, obtain a WDID number and list the number on the improvement plans, and submit the SWPPP to the City for review and approval.

5. Frontage Improvements

- a. The applicant shall dedicate right-of-way and Public Utility Easement (PUE) as necessary. The access road that connects to Warren Avenue will need to have and show a 10' PUE to the west and a 5' PUE to the east.
- b. The applicant shall move all existing overhead utilities less than 34.5 kVA underground within the frontage of the proposed development, or may pay a fee to cover this at a rate of a future development project (\$200/LF @ 50' = \$10,000). All new utility connections shall be placed underground.
- c. The applicant shall submit a photometric plan to support the number and placement of the streetlight(s).
- d. Warren Avenue is considered a moratorium street since it has been repaved within the last 5 years. Applicant shall comply with 2021 City Standards regarding moratorium streets.

- e. The applicant shall complete all work under a Subdivision Improvement Agreement included but not limited to sidewalk, curb and gutter, utilities, pavement, streetlights, fire hydrants, driveway aprons and curb ramps.

6. General Comments

- a. The applicant shall retain the services of a California licensed civil engineer to design the improvements and utility plans for sewer, water storm drain lines and systems.
- b. The applicant shall create or participate in a Community Facilities District (CFD) to fund the maintenance of all public infrastructure prior to issuance of the first building permit within the subdivision.
- c. The applicant shall insure that all off-site and on-site improvements comply with City Standards.
- d. Hydrology and hydraulic calculations and plans for on-site storm water system shall be submitted to the City for review and approval.
- e. The applicant shall execute a maintenance agreement for all onsite storm water quality treatment devices, swales and/or ponds.
- f. The applicant shall install as part of their onsite improvement all necessary Best Management Practices (BMP's) for post construction in accordance with City guidelines and standards. The BMP's must be in place prior to final occupancy.
- g. The applicant shall pay all appropriate fees including but not limited to Levee Impact Fee, Capital Facilities Fees, and Plan Check and Inspection Fees.
- h. A geotechnical report shall be submitted for the project, which includes groundwater elevations, percolation rates for retention basins, soil compaction requirements, and recommendations for asphalt paving.
- i. Grading and other construction activities that may cause dust shall be watered to control dust at the City Engineer's direction. A water vehicle shall be available for dust control operations at all times during grading operations. The adjacent public street shall be kept free and clean of any project dirt, mud, materials, and debris.
- j. The applicant shall provide a separate demolition plan and apply for a demolition permit for any existing buildings.
- k. All improvements shall be designed and constructed per 2021 City Standards.
- l. The applicant shall oversize utilities to accommodate future development to the east and west of this subdivision.

LATHROP-MANTECA FIRE DISTRICT (LMFD)

- 1. The project must conform to the appropriate edition of the California Fire Code (currently the 2019 edition) and all related standards.
- 2. Permits shall be obtained from the fire code official. Permit(s) and fees, shall be paid prior to issuance of any and/or all permits. Issued permits shall be kept on the premises designated therein at all times and shall be readily available for inspection by the fire code official. (Permits are to be renewed on an annual basis)
- 3. Fire Department Development Fees for all new buildings must be paid in accordance with the City of Lathrop's Ordinance and Resolutions adopting the fee schedule.

4. An approved water supply for fire protection, either temporary or permanent, shall be made available prior to commencing construction beyond the foundation stage, or as soon as combustible material arrives on the site.
5. Approved vehicle access for firefighting shall be provided to all construction or demolition sites. Vehicle access shall be provided to within 100 feet (30 480 mm) of temporary or permanent fire department connections. Vehicle access shall be provided by either temporary or permanent roads, capable of supporting vehicle loading under all weather conditions. Vehicle access shall be maintained until permanent fire apparatus access roads are available.
7. The Fire Department Fire Access Roads shall meet the requirements established by the San Joaquin County Fire Chief's Association.
8. Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes, a key box is required to be installed in an approved location. Please note that a separate key box will be required for each of the two access points. The key box shall be of an approved type and shall contain keys to gain necessary access as required by the fire code official. In addition to key box(es), any automatic gates shall have Opticom access ability to provide necessary access for emergency apparatus.
9. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400 feet (122 m) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.
10. Other fire & life safety requirements may be required at time of building plan review.
11. Final approval is subject to field inspections. Minimum 48-72-hour notice required prior to any life-safety fire inspections. Other conditions may apply at time of inspections and are subject to correction.

ADMINISTRATIVE SERVICES

1. By exercising this Permit, the applicant hereby agrees to indemnify, hold harmless and defend the City, its officers, agents, elected and appointed officials, and employees, from any and all liability or claims that may be brought against the City arising out of its approval of this Tentative Subdivision Map and Minor Variance to the fullest extent permitted by law.



PLANNING DIVISION
Vicinity Map



TSM-21-15 & MV-21-70
Tentative Subdivision Map &
Minor Variance
Warren Avenue Subdivision
231 Warren Avenue
APN: 196-050-69



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ITEM: **PUBLIC HEARING (PUBLISHED NOTICE) TO ADOPT AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP, CALIFORNIA, AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF LATHROP AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM**

RECOMMENDATION: **Council to Consider the Following:**

- 1. Hold a Public Hearing; and**
- 2. Adopt an Urgency Ordinance of the City of Lathrop, California, Authorizing an Amendment to the Contract Between the City Council of the City of Lathrop and the Board of Administration of the California Public Employees' Retirement System**

SUMMARY:

At the March 22, 2021, Special City Council Meeting, Council directed staff to create Capital Improvement Project GG 21-11, to begin the creation of the new Lathrop Police Department, and implement the transition of law enforcement services from the San Joaquin County Sheriff to the City. On August 9, 2021, the City Council adopted a formal resolution of intent to amend the contract with PERS to add the new police category. As required by law, an actuary was available at that Council Meeting to answer any questions. After approving the formal resolution of intent, the next step included setting the public hearing date for the urgency ordinance on September 13, 2021. The public hearing was published in the Manteca Bulletin on August 25, 2021.

One of the initial steps of the plan to form the Police Department recognizes the importance of adding a California Public Employee's Retirement System (CalPERS) safety member retirement plan.

Most cities that have a Police Department in the State of California provide for a safety member retirement plan through the California Public Employees' Retirement System (CalPERS). To stay competitive with other cities and to attract and retain sworn officer employees, it is recommended that the City of Lathrop amend its contract with CalPERS to allow its new sworn safety employees to become members of the retirement system. CalPERS is a defined benefit plan. Benefits are based on the member's age, service credit and 3-year highest average compensation at retirement. Under most benefit formulas, members become fully vested with five years of service credit and the minimum retirement age is 50.

CITY MANAGER'S REPORT
SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING
AMENDMENT TO CALPERS CONTRACT TO ADD A POLICE SAFETY
RETIREMENT FORMULA

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By adopting the CalPERS required Urgency Ordinance, the City will be electing to provide Section 7522.25(d) (2.7% @ 57 full formula) which does not provide for coordination with Social Security (the City does not participate in social security for its full-time employees).

BACKGROUND:

At the March 22, 2021, Special City Council Meeting, Council directed staff to create Capital Improvement Project GG 21-11, to begin the creation of the new Lathrop Police Department, and implement the transition of law enforcement services from the San Joaquin County Sheriff to the City. On August 9, 2021, the City Council adopted a formal resolution of intent to amend the contract with PERS to add the new police category. As required by law, an actuary was available at that Council Meeting to answer any questions. After approving the formal resolution of intent, the next step included setting the public hearing date for the urgency ordinance on September 13, 2021. The public hearing was published in the Manteca Bulletin on August 25, 2021.

One of the initial steps of the plan to form the Police Department recognizes the importance of adding a California Public Employee's Retirement System (CalPERS) safety member retirement plan.

Most cities that have a Police Department in the State of California provide for a safety member retirement plan through the California Public Employees' Retirement System (CalPERS). To stay competitive with other cities and to attract and retain sworn officer employees, it is recommended that the City of Lathrop amend its contract with CalPERS to allow its new sworn safety employees to become members of the retirement system. CalPERS is a defined benefit plan. Benefits are based on the member's age, service credit and 3-year highest average compensation at retirement. Under most benefit formulas, members become fully vested with five years of service credit and the minimum retirement age is 50.

By adopting the CalPERS required Urgency Ordinance, the City will be electing to provide Section 7522.25(d) (2.7% @ 57 full formula) which does not provide for coordination with Social Security (the City does not participate in social security for its full-time employees).

This formula provides to members 2.7% of the highest 3-year average compensation times the years of service at age 57 for eligible service credited with that employer.

REASON FOR RECOMMENDATION:

Staff recommends adopting the Urgency Ordinance to amend the contract between the Board of Administration of the California Public Employees Retirement System and the City of Lathrop. In order to stay competitive with other cities and to attract

**CITY MANAGER'S REPORT
SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING
AMENDMENT TO CALPERS CONTRACT TO ADD A POLICE SAFETY
RETIREMENT FORMULA**

Page 3

and retain sworn employees it is recommended that the City of Lathrop amend its contract with CalPERS to allow its new sworn safety employees to become members of the CalPERS retirement system.

FISCAL IMPACT:

The employer normal cost contribution rate for new local safety members is estimated to be 13.98% of earnable compensation. The employer costs have been included in the council adopted biennial FY 2021-23 Budget.

ATTACHMENTS:

- A. Urgency Ordinance, including "Exhibit"

**CITY MANAGER'S REPORT
SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING
AMENDMENT TO CALPERS CONTRACT TO ADD A POLICE SAFETY
RETIREMENT FORMULA**

APPROVALS:



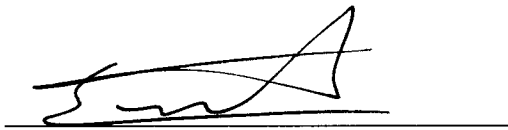
Thomas Hedegard
Deputy Finance Director

8/25/2021
Date



Cari James
Director of Finance &
Administrative Services

8/26/2021
Date



Salvador Navarrete
City Attorney

8-26-2021
Date



Stephen J Salvatore
City Manager

8-31-21
Date

ORDINANCE NO. 21-

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP, CALIFORNIA, AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY COUNCIL OF THE CITY OF LATHROP AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM.

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and

WHEREAS, the following is a statement of the proposed change detailed in the attached Exhibit:

To provide for a new police category with California Government Code ("Retirement Law") Section 7522.25(d) (2.7% @ 57 Full formula), Sections 21624 and 21626 (Post-Retirement Survivor Allowance) and Section 21574 (Fourth Level of 1959 Survivor Benefits) for local safety members with 0% prior service.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LATHROP AS FOLLOWS:

Section 1, Recitals; Record of Proceedings. The City Council ("Council") hereby finds and determines that the foregoing recitals are true and correct; the recitals are hereby incorporated by reference into each of the findings as though fully set forth therein. The recitals constitute findings in this matter, and together with the Council information, serve as an adequate and appropriate evidentiary basis for the findings and actions set forth herein. The "Exhibit" attached to this urgency ordinance is incorporated herein by reference. The Council information together with the public hearing record concerning this matter as set forth in the minutes of the City Council meeting of September 13, 2021, and are incorporated by reference as though fully set forth herein, and constitute the record of proceedings. The record of proceedings is maintained in the offices of the City of Lathrop, City Clerk, 390 Towne Centre Drive, Lathrop, CA 95330.

Section 2, Approval. That an amendment to the contract between the City Council of the City of Lathrop and the Board of Administration, California Public Employees' Retirement System is hereby authorized, a copy of said amendment being attached hereto, marked "Exhibit", and by such reference made a part hereof as though herein set out in full.

Section 3, Signature. The Mayor of the City of Lathrop is hereby authorized, empowered, and directed to execute said amendment for and on behalf of said Agency.

Section 4, Authority. This urgency ordinance is enacted pursuant to the City of Lathrop's general police powers, Section 7 of Article XI of the California Constitution, and California Government Code Sections 36934 and 36937. The Council hereby finds and determines that there is immediate preservation of the public peace, health or safety, containing a declaration of the facts constituting the urgency, and is passed by a four-fifths vote of the City Council. This urgency ordinance is needed to expedite the ability to assign sworn personnel to the local safety members plan which otherwise would be limited to the time constraints of a nonurgency ordinance.

Section 5, Term. This urgency ordinance is effective immediately pursuant to Government Code Section 36937(b). The City Clerk has prepared and published, at least ten days before the date of adoption, a summary of this ordinance once in a newspaper of general circulation printed and published in San Joaquin County and circulated in the City of Lathrop. A certified copy of the full text of the ordinance was posted in the office of the City Clerk since at least ten days before this date of adoption. Within 15 days after adoption of this ordinance, the City Clerk shall cause the summary to be published again with the names of those City Council members voting for and against the ordinance and shall post in the office of the City Clerk a certified copy of the full text of this adopted ordinance with the names of those City Council members voting for and against the ordinance.

Section 6, Severability. If any section, subsection, sentence, clause or phrase of this urgency ordinance is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council declares that it would have adopted this ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more section, subsection, sentence, clause, or phrase be declared invalid.

* * * * *

The foregoing ordinance was regularly introduced and adopted by the City Council of the City of Lathrop at a meeting held on the 13th day of September, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:


ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

Attachment: "Exhibit" - Amendment to Contract Between the Board of Administration California Public Employees' Retirement System and the City Council of the City of Lathrop




EXHIBIT

California
Public Employees' Retirement System



AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Lathrop



The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective January 1, 1991, and witnessed December 30, 1990, and as amended effective March 6, 1999, August 10, 2001 and April 30, 2011 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 12 are hereby stricken from said contract as executed effective April 30, 2011, and hereby replaced by the following paragraphs numbered 1 through 14 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members entering membership in the miscellaneous classification on or prior to April 30, 2011, age 60 for classic local miscellaneous members entering membership for the first time in the miscellaneous classification after April 30, 2011, age 62 for new local miscellaneous members and age 57 for local safety members.

PLEASE DO NOT SIGN "EXHIBIT ONLY"

2. Public Agency shall participate in the Public Employees' Retirement System from and after January 1, 1991 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Local Police Officers (herein referred to as local safety members);
 - b. Employees other than local safety members (herein referred to as local miscellaneous members).

PLEASE DO NOT SIGN "EXHIBIT ONLY"

5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:
 - a. **ELECTED OFFICIALS.**
6. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member entering membership in the miscellaneous classification on or prior to April 30, 2011 shall be determined in accordance with Section 21354 of said Retirement law (2% at age 55 Full).
7. The percentage of final compensation to be provided for each year of credited current service as a classic local miscellaneous member entering membership for the first time in the miscellaneous classification after April 30, 2011 shall be determined in accordance with Section 21353 of said Retirement law (2% at age 60 Full).
8. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Full).
9. The percentage of final compensation to be provided for each year of credited prior and current service as a local safety member shall be determined in accordance with Section 7522.25(d) of said Retirement Law (2.7% at age 57 Full).
10. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 20938 (Limit Prior Service to Members Employed on Contract Date).
 - b. Section 21573 (Third Level of 1959 Survivor Benefits) for local miscellaneous members only.
 - c. Section 21024 (Military Service Credit as Public Service).
 - d. Section 20475 (Different Level of Benefits): Section 21353 (2% @ 60 Full formula) is applicable to classic local miscellaneous members entering membership for the first time with this agency in the miscellaneous classification after April 30, 2011.

PLEASE DO NOT SIGN "EXHIBIT ONLY"

- e. Sections 21624 and 21626 (Post-Retirement Survivor Allowance) for local safety members only.
11. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
12. Public Agency shall also contribute to said Retirement System as follows:
- a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21573 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members.
 - b. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local safety members.
 - c. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - d. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
13. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

14. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF LATHROP

BY _____
ANDY NGUYEN, ASSISTANT DIVISION CHIEF
PENSION CONTRACTS AND PREFUNDING
PROGRAMS DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk

**CITY MANAGER'S REPORT
SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING**

ITEM 5.3

ITEM: PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER FIRST READING AND INTRODUCTION OF AN ORDINANCE AMENDING LATHROP MUNICIPAL CODE TITLE 8 "HEALTH & SAFETY", CHAPTER 8.16 "GARBAGE COLLECTION AND DISPOSAL" TO INCLUDE "MANDATORY ORGANIC WASTE DISPOSAL REDUCTION" TO ENSURE STATE REGULATION COMPLIANCE FOR RESIDENTIAL AND COMMERCIAL GENERATORS

RECOMMENDATION: City Council to Consider the Following:

- 1. Hold a Public Hearing; and**
 - 2. First Reading and Introduction of an Ordinance Amending the Lathrop Municipal Code Title 8 "Health and Safety", Chapter 8.16 Entitled, "Garbage and Collection Disposal", Section 8.16.010 Entitled "Definitions" and Adding a New Section 8.16.290 Entitled "Mandatory Organics Waste Disposal Reduction" and Section 8.16.300 Entitled "Violations"**
-

SUMMARY:

In September 2016, Governor Brown Jr. set methane emissions reduction targets for California (SB 1383 Lara, Chapter 395, Statutes of 2016) in a statewide effort to reduce emissions of short-lived climate pollutants (SLCP). The targets must:

- Reduce organic waste disposal 50% by 2020 and 75% by 2025.
- Increase the recovery of disposed surplus food by 20% by 2025.

Beginning January 1, 2022, all jurisdictions will need to provide organic waste collection services to all residents and businesses and recycle these organic materials in compliance with Senate Bill ("SB") 1383 Short-Lived Climate Pollutant regulations. The City of Lathrop already utilizes the three (3) bin system with weekly pick-up provided by the contracted hauler.

The proposed Ordinance would amend Lathrop Municipal Code to add definitions to Section 8.16.010 entitled "Definitions", add Section 8.16.290 entitled "Mandatory Organic Waste Disposal Reduction" in compliance with Senate Bill ("SB") 1383 and amend Section 8.16.300 entitled "Violations" to provide an enforcement mechanism to ensure that single family, multifamily, and commercial business generators adhere to the revised Municipal Code.

**CITY MANAGER'S REPORT
SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING
ORDINANCE TO ADD TO THE LATHROP MUNICIPAL CODE CHAPTER 8.16
"MANDATORY ORGANIC WASTE DISPOSAL REDUCTION"**

Per State regulations, the amendment would require that single family, multifamily, and commercial business generators properly sort their recyclables, organic waste, and trash. The proposed amendment would allow the City to ensure compliance for noncompliant entities, while meeting state regulations.

BACKGROUND:

SB 1383 requires that all jurisdictions adopt and enforce a Mandatory Organic Waste Disposal Reduction Ordinance that must go into effect by January, 2022.

To ensure compliance with SB 1383, staff proposes the following Lathrop Municipal Code amendments:

1. Section 8.16.010 Added "Definitions":

"Commercial Generator" means multifamily residential or a Commercial Business, which generates Solid Waste, Recyclables, Organic Waste or Compostable Materials and may be amended from time to time, which is incorporated herein by reference.

"Contaminated Container" means a container, regardless of color, that contains incorrect materials or prohibited contaminants and may be amended from time to time, which is incorporated herein by reference.

"Green Waste" refers to material that can be broken down into, or otherwise become part of, usable compost in a safe and timely manner (including food scraps, food-soiled paper, and compostable plastics) and may be amended from time to time, which is incorporated herein by reference.

"Organic Waste" refers to waste containing material originated from living organisms and their metabolic waste products (including but not limited to food, green waste, landscape waste, organic textiles and carpets, lumber, and paper products) and may be amended from time to time, which is incorporated herein by reference.

"Residential Generator" means single family residential which generates Solid Waste, Recyclables, Organic Waste or Compostable Materials and may be amended from time to time, which is incorporated herein by reference.

"Source Separate" means the process of removing Recyclable Materials, Green Waste and Organics Waste from Solid Waste, prior to collection, into separate containers that are separately designated for Recyclables, Green Waste or Solid Waste and may be amended from time to time, which is incorporated herein by reference.

**CITY MANAGER'S REPORT
SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING
ORDINANCE TO ADD TO THE LATHROP MUNICIPAL CODE CHAPTER 8.16
"MANDATORY ORGANIC WASTE DISPOSAL REDUCTION"**

2. Add a new Section 8.16.290 entitled "Mandatory Organic Waste Disposal Reduction" to read as follows:

Single family, multifamily and commercial business generators shall adhere to the Mandatory Organic Waste Disposal Reduction and be subject to the following regulations:

- A. All generators must subscribe to a basic level of recycling service that includes at a minimum, the collection of recyclable materials and green waste as stated in Chapter 8.16.080.
- B. All generators will source separate recyclable materials and green waste from solid waste; using the three (3) bin system provided by the contractor.
- C. Contractor shall provide educational information to all generators about Organic Waste Recovery requirements and proper source separating into the three (3) bin system.
- D. Commercial generators must provide adequate instructions to employees, contractors and volunteers and post signs containing information on proper source separation.
- E. Contamination monitoring is primarily done by the contractor. For generators with a contaminated container, contractor will issue contamination notices; multiple notices will trigger a more detailed inspection by an auditor or penalty.
 1. If the contractor first finds a contaminated container, they shall notify the generator by written notice attached to the contaminated container and shall provide a copy of the notice to the City.
 2. If the contractor finds a contaminated container a second time, they shall notify the generator by a written "Second Notice" attached to the contaminated container and shall provide a copy of this "Second Notice" to the City for possible follow up and enforcement.
 3. The contractor may refuse to empty the container if contractor finds a contaminated a third time, subject to California Code of Regulations Title 14, Section 17331, or if determined by the City face potential penalties. If the container is not emptied, the contractor must leave a tag and send a written notice to the generator, identifying the incorrect materials and describing what action must be taken for the materials to be collected; provided, however, that a contractor may not refuse on this basis to empty containers from multifamily or commercial properties with multiple tenants and joint account collection service.

**CITY MANAGER'S REPORT
SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING
ORDINANCE TO ADD TO THE LATHROP MUNICIPAL CODE CHAPTER 8.16
"MANDATORY ORGANIC WASTE DISPOSAL REDUCTION"**

3. Add new Section 8.16.300 entitled "Violations-Penalty" to read as follows:

Violation of any of the provisions of this chapter shall be an infraction punishable by a fine of not more than five hundred dollars (\$500.00).

REASON FOR RECOMMENDATION:

- A. Beginning January 1, 2022, all jurisdictions will need to provide organic waste collection services to all residents and businesses and recycle these organic materials in compliance with Senate Bill ("SB") 1383 Short-Lived Climate Pollutant regulations.
- B. This proposed Ordinance intends to promote recycling and diversion of solid waste from landfill by requiring businesses, non-residential properties, and commercial buildings to source separate recyclable materials from all other solid waste for recycling and diversion from landfill and provide for the collection of recyclable materials.
- C. Comply with state recycling law, the California Integrated Waste Management Act of 1989 (also known as AB 939), and the Short-lived Climate Pollutant Reduction Act of 2016 (also known as SB 1383).
- D. Provide an enforcement mechanism to ensure that single family, multifamily, and commercial business generators adhere to the Ordinance.

This proposed Ordinance is intended to adhere to the Short-lived Climate Pollutant Reduction Act of 2016 (also known as SB 1383).

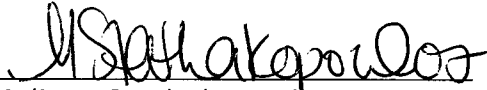
FISCAL IMPACT: None

ATTACHMENTS:

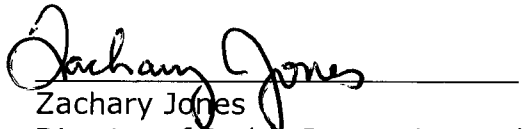
- A. An Ordinance of the City Council of the City of Lathrop Amending the Lathrop Municipal Code Chapter 8.16 entitled "Garbage Collection and Disposal", Section 8.16.010 Entitled "Definitions" and Adding a New Section 8.16.290 Entitled "Mandatory Organic Waste Disposal Reduction" and Section 8.16.300 Entitled "Violations"

**CITY MANAGER'S REPORT
SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING
ORDINANCE TO ADD TO THE LATHROP MUNICIPAL CODE CHAPTER 8.16
"MANDATORY ORGANIC WASTE DISPOSAL REDUCTION"**

APPROVALS:


Melissa Stathakopoulos
Parks, Recreation and
Maintenance Services

8.25.21
Date


Zachary Jones
Director of Parks, Recreation and
Maintenance Services


8.5.2021
Date


Mark Meissner
Director of Community Development


8/23/2021
Date


Michael King
Director of Public Works

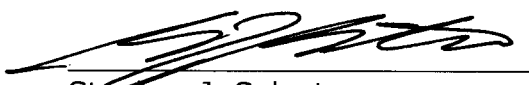
8.16.2021
Date


Cari James
Finance and Administrative Services
Director

8/17/2021
Date


Salvador Navarrete
City Attorney

8-16-2021
Date


Stephen J. Salvatore
City Manager

8.26.21
Date

ORDINANCE NO. 21-

A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING THE LATHROP MUNICIPAL CODE TITLE 8 "HEALTH AND SAFETY", CHAPTER 8.16 ENTITLED "GARBAGE COLLECTION AND DISPOSAL", SECTION 8.16.010 ENTITLED "DEFINITIONS" AND ADDING A NEW SECTION 8.16.290 ENTITLED "MANDATORY ORGANIC WASTE DISPOSAL REDUCTION" AND SECTION 8.16.300 ENTITLED "VIOLATIONS"

WHEREAS, the City of Lathrop City Council held a duly noticed public hearing at a regular meeting on September 13, 2021 to review and consider this ordinance; and

WHEREAS, the proposed municipal code text amendment is citywide and affects all applicable properties in the City; and

WHEREAS, it is appropriate to amend section 8.16.010 to include "Definitions" and add section 8.16.290 to include "Mandatory Organic Waste Disposal Reduction" to incorporate the requirements of SB 1383 and appropriate to add section 8.16.300 entitled "Violations" to include an enforcement mechanism that would establish fines for violations; and

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

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

Section 1. Chapter 8.16 of the Lathrop Municipal Code entitled "Garbage Collection and Disposal" is amended as follows:

A. Section 8.16.010 entitled "Definitions" is amended to add the following to be codified in alphabetical order with existing definitions:

"Commercial Generator" means multifamily residential or a Commercial Business, which generates Solid Waste, Recyclables, Organic Waste or Compostable Materials and may be amended from time to time, which is incorporated herein by reference.

"Contaminated Container" means a container, regardless of color, that contains incorrect materials or prohibited contaminants and may be amended from time to time, which is incorporated herein by reference.

"Green Waste" refers to material that can be broken down into, or otherwise become part of, usable compost in a safe and timely manner (including food scraps, food-soiled paper, and compostable plastics) and may be amended from time to time, which is incorporated herein by reference.

"Organic Waste" refers to waste containing material originated from living organisms

and their metabolic waste products (including but not limited to food, green waste, landscape waste, organic textiles and carpets, lumber, and paper products) and may be amended from time to time, which is incorporated herein by reference.

“Residential Generator” means single family residential which generates Solid Waste, Recyclables, Organic Waste or Compostable Materials and may be amended from time to time, which is incorporated herein by reference.

“Source Separate” means the process of removing Recyclable Materials, Green Waste and Organics Waste from Solid Waste, prior to collection, into separate containers that are separately designated for Recyclables, Green Waste or Solid Waste and may be amended from time to time, which is incorporated herein by reference.

B. A new Section 8.16.290 entitled “Mandatory Organics Waste Disposal Reduction” is added to read as follows:

Single family, multifamily and commercial business Generators shall adhere to the Mandatory Organic Waste Disposal Reduction and be subject to the following regulations:

- A. Residential and Commercial Generators must subscribe to a basic level of recycling service that includes at a minimum, the collection of recyclable materials and green waste as stated in Chapter 8.16.080.
- B. Residential and Commercial Generators will Source Separate recyclable materials, Green Waste and Organic Waste from solid waste; using the three (3) bin system provided by the contractor.
- C. Contractor shall provide educational information to Residential and Commercial Generators about Organic Waste recovery requirements and the proper way to Source Separate into the three (3) bin system.
- D. Commercial Generators must provide adequate instructions to employees, contractors and volunteers; and post signs containing information on the proper way to Source Separate.
- E. Contamination monitoring is primarily done by the contractor. For generators with a Contaminated Container, contractor will issue contamination notices; multiple notices will trigger a more detailed inspection by an auditor or penalty.
 1. If the contractor first finds a Contaminated Container, they shall notify the Generator by written notice attached to the Contaminated Container and shall provide a copy of the notice to the City.
 2. If the contractor finds a Contaminated Container a second time, they shall notify the generator by a written “Second Notice” attached to the Contaminated Container and shall provide a copy of this “Second

Notice" to the City for possible follow up and enforcement.

3. The contractor may refuse to empty the container if contractor finds a Contaminated Container a third time. Subject to California Code of Regulations Title 14, Section 17331, or if determined by the City, the Generator may face potential penalties. If the container is not emptied, the contractor must leave a tag and send a written notice to the generator, identifying the incorrect materials and describing what action must be taken for the materials to be collected; provided, however, that a contractor may not refuse on this basis to empty containers from multifamily or commercial properties with multiple tenants and joint account collection service.

C. Section 8.16.300 entitled "Violations" is added to read as follows:

Violation of any of the provisions of this chapter shall be an infraction punishable by a fine of not more than five hundred dollars (\$500.00).

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. The City Clerk shall certify to the adoption of this ordinance and shall publish a summary thereof and post a certified copy of the full ordinance in the office of the City Clerk at least five days prior to the adoption of the proposed ordinance; and within fifteen days after adoption, the City Clerk shall publish a summary of the ordinance with the names of the members of the City of Lathrop City Council voting for and against the same.

THIS ORDINANCE was regularly introduced at a meeting of the City Council of the City of Lathrop on the 13th day of September, and was PASSED AND ADOPTED at a regular meeting of the City Council of the City of Lathrop on _____ day of _____, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

SONNY DHALIWAL, MAYOR

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

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**ITEM: FISCAL YEAR (FY) 2020/21 YEAR-END BUDGET
REPORT AND RELATED AMENDMENTS**

**RECOMMENDATION: Adopt Resolution Approving the FY 2020/21 Year-
End Report and Related Budget Amendments**

SUMMARY:

In June 2019, City Council adopted their second Biennial Budget for fiscal years 2019/20 and 2020/21 by Resolution No. 19-4591. Staff has continually presented to Council budget updates through the formal Mid-Year review and budget amendments. At the Year 2 Mid-Year Report, the projected General Fund Balance at June 30, 2021 was estimated at \$8.6 million. Higher than expected property and sales tax collections combined with lower than projected expenditures due to operational efficiencies and salary savings from vacant positions resulted in a General Fund surplus at fiscal year-end.

Staff recommends applying approximately \$7 million in prior year's funds to currently identified unfunded liabilities as follows:

- Transfer \$2 million to the Capital Equipment Replacement account to replenish depleted reserves.
- Transfer \$3 million to the Street Repair Reserves to maintain deteriorating City roads.
- Transfer \$1 million to the Landscape Reserves to fund several projects around the city.
- Allow \$1 million to remain in unallocated fund balance for the pending Proposed CIP GG22-35 Camera Surveillance System for major City Parks.

With the proposed uses of the Fund Balance Unassigned reserves above, the estimated General Fund Balance at June 30, 2021 is \$8.3 million or 34% of actual expenditures. The estimated fund balance remains above the 25% recommended target.

Through the passage of H.R. 1319, the American Rescue Plan Act (ARPA), state, tribal and local governments are expected to receive billions in much needed assistance to help offset the negative impacts of COVID-19. Lathrop is currently situated to receive \$5.8 million which is an increase of almost \$1.5 million from the original estimated allocation of \$4.3 million.

The funds will be received in 2 equal installments one year apart, the first allocation of \$2.9 million was received in July 2021, and the final installment is expected one year later in July 2022. Staff will facilitate a future discussion on a spending plan for ARPA funds. All funds must be spent by the end of calendar year 2024.

CITY MANAGER'S REPORT **PAGE 2**
SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING
FISCAL YEAR (FY) 2020/21 YEAR-END BUDGET REPORT AND RELATED
AMENDMENTS

BACKGROUND:

In June 2019, City Council adopted their second Biennial Budget for fiscal years 2019/20 and 2020/21 by Resolution No. 19-4591. Staff has presented to Council updates on the budget during the Mid-Year Budget review. At the Year 2 Mid-Year Report, the projected General Fund Balance at June 30, 2021 was estimated at \$8.6 million. At year-end, revenues and expenditures are again reviewed and amendments are proposed as needed. After conducting a thorough review, the City received higher than expected property and sales tax collections combined with lower than projected expenditures due to operational efficiencies and salary savings from vacant positions and cost savings efforts.

With Year-End information now available, budget amendments are request to reflect actual revenue receipts and expenditure trends. At June 30, 2021, the recommended budget amendments totaled \$2.2 million: \$5.2 million from higher revenues, \$3 million due to higher expenditures, and \$2 million from offsetting Transfers In/Out. The revenue adjustments of \$5.2 million are due to increased Measure C receipts and Capital Facility Fees (Levee Impact Fee and County's RTIF). The increased expenditures of \$2.8 million have a corresponding revenue stream; therefore, these expenditures have no impact on the existing available fund balance.

Staff recommends applying approximately \$7 million in prior year's funds to designated unfunded liability accounts as identified in the General Fund Reserves/ Fund Balance Section as follows:

GF Reserves/ Fund Balance:

Apply approximately \$7 million in prior year's funds to designated unfunded liability accounts as follows:

- Transfer \$2 million to the Capital Equipment Replacement account to replenish depleted reserves.
- Transfer \$3 million to the Street Repair Reserves to maintain deteriorating City roads.
- Transfer \$1 million to the Landscape Reserves to fund several projects around the city.
- Allow \$1 million to remain in unallocated fund balance for the pending Proposed CIP GG22-35 Camera Surveillance System for major City Parks.

With the proposed uses of the Fund Balance Unassigned reserves above, the estimated General Fund Balance at June 30, 2021 is \$8.3 million or 34% of actual expenditures. The estimated fund balance remains above the 25% recommended target.

Through the passage of H.R. 1319, the American Rescue Plan Act (ARPA), state, tribal and local governments are expected to receive billions in much needed assistance to help offset the negative impacts of COVID-19. Lathrop is currently situated to receive

CITY MANAGER’S REPORT **PAGE 3**
SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING
FISCAL YEAR (FY) 2020/21 YEAR-END BUDGET REPORT AND RELATED
AMENDMENTS

\$5.8 million which is an increase of almost \$1.5 million from the original estimated allocation of \$4.3 million.

The funds will be received in 2 equal installments one year apart, the first allocation of \$2.9 million was received in July 2021 (for FY 2021), and the final installment is expected one year later in July 2022. Staff will facilitate a future discussion on a spending plan for ARPA funds. All funds must be spent by the end of calendar year 2024.

REASON FOR RECOMMENDATION:

The recommended FY 2020/21 budget amendments result from changes in estimates and activity through June 30, 2021, and are necessary in order for the City to meet auditing and budgetary requirements.

In addition, setting aside funds for Capital Equipment Replacement, Street Repair and Landscaping Reserves will allow the City to be proactive in its approach to these areas without affecting its structure and core services.

FISCAL IMPACTS:

The FY 2020/21 budget amendments are as follows:

FISCAL YEAR 2020/21		
REVENUE – BUDGET AMENDMENTS		
[Increase/(Decrease)]		
Source	GL Account	Amount
Measure C – City Services	1060-1910-313-03-00	\$3,800,256
CIP PS1801 – Public Transit	2120-1510-361-01-00	150
COPS – Department of Justice	2220-4016-333-02-00	46,700
RTIF – San Joaquin County	2350-5010-318-01-00	263,470
RTIF – Council of Governments	2370-5010-318-01-00	395,200
CIP PS0606 – Developers	2710-8000-372-01-00	454,454
DDA 190138 – Developers	4150-8999-371-91-00	206,770
Revenue Total:		\$5,167,000
EXPENDITURE – BUDGET AMENDMENTS		
[Increase/(Decrease)]		
Source	GL Account	Amount
Measure C - LMFD	2010-1920-425-16-00	\$1,542,550
COPS – Department of Justice	2220-4016-430-37-00	2,500
RTIF – San Joaquin County	2350-5010-440-40-00	263,470
RTIF – Council of Governments	2370-5010-440-40-00	395,200
CLSP CFD 2019-12 – Other Maint.	2680-5050-420-75-00	25,150
CLSP CFD 2019-12 – Utilities	2680-5050-430-49-00	72,000
CIP PS1801 – Public Transit	3310-8000-420-12-00	72
CIP PS0606 – Developers	3310-8000-420-12-00	454,454
CIP PS0204 – LTF	3310-8000-420-12-00	3,834

CITY MANAGER'S REPORT **PAGE 4**
SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING
FISCAL YEAR (FY) 2020/21 YEAR-END BUDGET REPORT AND RELATED
AMENDMENTS

DDA 190138 - Developers	4150-8999-420-01-00	206,770
Expenditure Total:		\$2,966,000
TRANSFER IN - BUDGET AMENDMENTS [Increase/(Decrease)]		
<u>Source</u>	<u>GL Account</u>	<u>Amount</u>
Measure C - LMFD	2010-9900-393-00-00	1,542,550
CIP PS1801 - Public Transit	3310-9900-393-00-00	72
CIP PS0606 - Developers	3310-9900-393-00-00	454,454
CIP PS0204 - LTF	3310-9900-393-00-00	3,834
Transfer In Total:		\$2,000,910
TRANSFER OUT - BUDGET AMENDMENTS [Increase/(Decrease)]		
<u>Source</u>	<u>GL Account</u>	<u>Amount</u>
Measure C - City Services	1060-9900-990-90-10	\$1,542,550
CIP PS1801 - Public Transit	2120-9900-990-90-10	72
CIP PS0204 - LTF	2140-9900-990-90-10	3,834
CIP PS0606 - Developers	2710-9900-990-90-10	454,454
Transfer Out Total:		\$2,000,910
FUND BALANCE RESERVES - BUDGET AMENDMENTS [Increase/(Decrease)]		
<u>Source</u>	<u>GL Account</u>	<u>Amount</u>
General Fund - Capital Equipment	1010-0000-243-00-00	\$2,000,000
General Fund - Street Repair	1010-0000-251-03-00	3,000,000
General Fund - Landscape	1010-0000-251-07-00	1,000,000
Fund Balance Reserves Total:		\$6,000,000

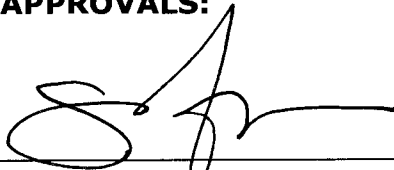
All proposed FY 2020/21 expenditure adjustments have an offsetting revenue stream; therefore, there is no impact to the projected ending fund balance.

ATTACHMENTS:

- A. Resolution Approving the Fiscal Year 2020/21 Year-End Budget Report and Related Amendments.

CITY MANAGER'S REPORT
SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING
FISCAL YEAR (FY) 2020/21 YEAR-END BUDGET REPORT AND RELATED
AMENDMENTS

APPROVALS:



Sandra Frias
Senior Management Analyst

9/9/2021

Date



Thomas Hedegard
Deputy Finance Director

9/9/2021

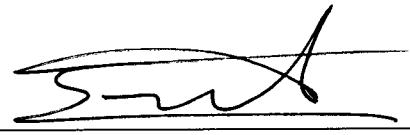
Date



Cari James
Director of Finance &
Administrative Services

9/9/2021

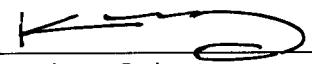
Date



Salvador Navarrete
City Attorney

9-9-2021

Date

 FOR

Stephen Salvatore
City Manager

9-9-2021

Date

RESOLUTION NO. 21-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
APPROVING THE FISCAL YEAR 2020/21 YEAR-END BUDGET REPORT AND
RELATED AMENDMENTS AND AMENDMENTS TO THE FISCAL YEAR 2021/22
BUDGET**

WHEREAS, the City Council of the City of Lathrop adopted their second Biennial Budget for fiscal years 2019/20 and 2020/21 by Resolution No. 19-4591; and

WHEREAS, the City Council of the City of Lathrop has amended the 2020/21 Fiscal Year Expenditure Budget in subsequent actions during the fiscal year; and

WHEREAS, an overview of the City’s mid-year financial condition for Fiscal Year 2020/21 was presented to the City Council; and

WHEREAS, City Staff have proposed amendments to revenues and expenditures to more accurately project estimates for activity in the General Fund and certain other funds; and

WHEREAS, the City Council recognizes the need for budgetary amendments.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Lathrop does hereby approve the year-end budget amendments to the Fiscal Year 2020/21 and 2021/22 Operating Budget as shown below:

FISCAL YEAR 2020/21		
REVENUE – BUDGET AMENDMENTS		
[Increase/(Decrease)]		
Source	GL Account	Amount
Measure C – City Services	1060-1910-313-03-00	\$3,800,256
CIP PS1801 – Public Transit	2120-1510-361-01-00	150
COPS – Department of Justice	2220-4016-333-02-00	46,700
RTIF – San Joaquin County	2350-5010-318-01-00	263,470
RTIF – Council of Governments	2370-5010-318-01-00	395,200
CIP PS0606 – Developers	2710-8000-372-01-00	454,454
DDA 190138 – Developers	4150-8999-371-91-00	206,770
Revenue Total:		\$5,167,000
EXPENDITURE – BUDGET AMENDMENTS		
[Increase/(Decrease)]		
Source	GL Account	Amount
Measure C - LMFD	2010-1920-425-16-00	\$1,542,550
COPS – Department of Justice	2220-4016-430-37-00	2,500
RTIF – San Joaquin County	2350-5010-440-40-00	263,470
RTIF – Council of Governments	2370-5010-440-40-00	395,200

CLSP CFD 2019-12 – Other Maint.	2680-5050-420-75-00	25,150
CLSP CFD 2019-12 – Utilities	2680-5050-430-49-00	72,000
CIP PS1801 – Public Transit	3310-8000-420-12-00	72
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CIP PS0204 – LTF	3310-8000-420-12-00	3,834
DDA 190138 – Developers	4150-8999-420-01-00	206,770
Expenditure Total:		\$2,966,000
TRANSFER IN – BUDGET AMENDMENTS [Increase/(Decrease)]		
Source	GL Account	Amount
Measure C – LMFD	2010-9900-393-00-00	1,542,550
CIP PS1801 – Public Transit	3310-9900-393-00-00	72
CIP PS0606 – Developers	3310-9900-393-00-00	454,454
CIP PS0204 – LTF	3310-9900-393-00-00	3,834
Transfer In Total:		\$2,000,910
TRANSFER OUT – BUDGET AMENDMENTS [Increase/(Decrease)]		
Source	GL Account	Amount
Measure C – City Services	1060-9900-990-90-10	\$1,542,550
CIP PS1801 – Public Transit	2120-9900-990-90-10	72
CIP PS0204 – LTF	2140-9900-990-90-10	3,834
CIP PS0606 – Developers	2710-9900-990-90-10	454,454
Transfer Out Total:		\$2,000,910
FUND BALANCE RESERVES – BUDGET AMENDMENTS [Increase/(Decrease)]		
Source	GL Account	Amount
General Fund – Capital Equipment	1010-0000-243-00-00	\$2,000,000
General Fund – Street Repair	1010-0000-251-03-00	3,000,000
General Fund – Landscape	1010-0000-251-07-00	1,000,000
Fund Balance Reserves Total:		\$6,000,000

The foregoing resolution was passed and adopted this 13th day of September, 2021, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

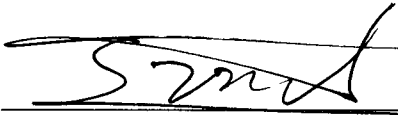
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

ITEM 5.5

CITY MANAGER'S REPORT SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING

CITY COUNCIL TO RECEIVE PROJECT STATUS FOR CIP WW 20-17 SURFACE WATER DISCHARGE PROJECT, AND CONSIDER APPROVAL OF RELATED DEVELOPER FUNDING AGREEMENTS, CONSTRUCTION CONTRACTS, PROFESSIONAL CONSULTING SERVICES AGREEMENT, RATIFICATION OF EQUIPMENT AND MATERIAL PURCHASES, RATIFICATION OF OUTFALL PERMIT AGREEMENT, AND RELATED BUDGET AMENDMENT

RECOMMENDATION: Adopt Resolution Related to CIP WW 20-17 Surface Water Discharge Project:

- **Approving Funding Agreements with River Islands Development, LLC, Saybrook CLSP, LLC, and Richland Crossroads, L.P.,**
- **Awarding Construction Contract to Cushman Contracting Corporation for Dechlorination Facilities,**
- **Awarding Construction Contract to Teichert & Son, Inc. dba Teichert Construction for Pipeline and River Outfall Construction,**
- **Approving Professional Consulting Services Agreement with TRC Engineers, Inc. for Professional Engineering Consulting Services and Construction Management,**
- **Ratifying Equipment and Material Purchases,**
- **Ratifying Outfall Permit Agreement with Reclamation District 17, and**
- **Approving Related Budget Amendment**

SUMMARY:

Treated wastewater effluent (recycled water) from the Lathrop Consolidated Treatment Facility (CTF) is currently discharged to land via ponds and sprayfields. For several years, Lathrop staff have pursued a National Pollutant Discharge Elimination System permit to discharge highly treated recycled water into the San Joaquin River (Surface Water Discharge Project). The Surface Water Discharge project includes dechlorination facilities at the CTF plus a pipeline from the CTF to the San Joaquin River, and an outfall structure into the river.

The Surface Water Discharge Project (Project) will make available 1,500 acres of developable land that would have been required to create ponds and sprayfields to store and dispose of recycled water on agricultural crops. The cost of these ponds and sprayfields would have totaled \$200 million at the buildout of the City.

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The Project will reduce the cost of sewer disposal for a new home by \$7,740, and reduce the cost for a new fast food restaurant by about \$60,000, making development in Lathrop more desirable.

Staff is requesting that Council take several actions, regarding the Project, CIP WW 20-07, including:

- Approve Funding Agreements with River Islands, Lathrop Land Acquisition, LLC, and Richland Crossroads, L.P. to fund their share of the Project. This will allow these three developers to avoid constructing additional ponds and sprayfields. It will also allow the City to return existing ponds and sprayfields that they dedicated to the City, with the exception of two ponds built by River Islands that are being purchased and retained to allow full operation of the recycled water system in Lathrop.
- Award two construction contracts, one to build dechlorination facilities at the CTF and the second to construct the pipeline from the CTF to the San Joaquin River, and an outfall structure into the river. This request is urgent, as the construction window to build within the San Joaquin River is very limited, and it is critical that the Surface Water Discharge Project be completed as soon as possible to avoid the need to build new ponds and sprayfields for new development.
- Approve a Professional Services Agreement (PSA) with TRC for Construction Management services related to both the CTF modifications, pipeline installation and river outfall structure.
- Ratify City Manager approval of Purchase Order No. 2022-57 with Teichert Construction for the purchase of pipe and equipment in the amount of \$515,607.40 that was acquired to avoid the delivery time delay associated with all material. The purchase is from the low bidder for this Project, and the final Teichert contract will be reduced by the amount of this prior purchase. This advanced purchase by the City gives the City the opportunity to construct the surface water outfall this construction year.
- Ratify the Outfall Permit Agreement with Reclamation District 17. Approval of this Permit Agreement was required by the Central Valley Flood Protection Board before they would place their outfall permit on their calendar for August 27, 2021. If staff waited for Council approval, this would have delayed the permits by at least a month, and would have resulted in missing the construction window for this year.
- Approve a Budget Amendment to add \$8,797,665 to the project budget to account for the funds being received from three developers pursuant to the Funding Agreements proposed tonight.

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Wastewater from the City of Lathrop is treated at two separate facilities, the City of Manteca's Wastewater Quality Control Flow Facility and the Lathrop CTF. Treated wastewater effluent from the Manteca WQCF is primarily disposed of via discharge to the San Joaquin River. The City currently stores recycled water produced by the CTF in ponds located at the CTF site and in other areas of the City and utilizes agricultural lands for disposal of the recycled water as irrigation during the summer months. The City can also use its high-quality recycled water for irrigation for public landscapes. Recycled water pipes were installed in the River Islands, Mossdale and Central Lathrop area. CTF effluent disposal and reuse is regulated by the Central Valley Regional Water Quality Control Board (CVRWQCB).

Pursuit of NPDES Permit

In April 2017, City staff initiated discussions with the Central Valley Water Board staff regarding obtaining a National Pollutant Discharge Elimination System (NPDES) permit for a surface water discharge as a means of disposing of CTF effluent in the future.

Obtaining a surface water discharge permit is a complex process that involves extensive coordination between City staff, developers, specialized consultants, multiple permitting agencies, and, eventually, construction contractors. Staff has worked closely with the CVRWQCB and made substantial progress over the past two years.

On January 14, 2019, Council approved an agreement with Robertson-Bryan, Inc. to prepare reports to support Environmental Review and NPDES Permitting of a CTF Surface Water Discharge for a cost of \$74,939.

On June 10, 2019, Council approved Task Order No. 2 with Ascent Environmental, Inc. to prepare the Phase 1 CEQA Documents for the Surface Water Discharge Project for a cost of \$91,287.

On October 14, 2019, Council approved the creation of CIP WW 20-17 in order to track costs related to the Surface Water Discharge Project, and approved an initial project budget of \$250,000.

On April 13, 2020, Council approved ratification of Professional Services Agreements (PSAs) with Ascent for a cost of \$574,446 and with KPFF Consulting Engineers for a cost of \$322,000 in order to prepare a Draft and Final Environmental Impact Report (EIR) to meet the project CEQA requirements.

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On July 13, 2020, Council approved PSAs with Ascent, RBI, and EKI for a cost of \$407,418 to further advance the project design and permitting efforts with the CVRWQCB.

On December 14, 2020, Council approved PSA’s with Robertson-Bryan Inc., KPFF Consulting Engineers, and PACE for CIP WW 20-17 for a cost of \$466,653 to complete final project design and permitting efforts with the CVRWQCB, the Army Corps of Engineers and the Central Valley Flood Protection Board.

Why is an NPDES Permit important for Lathrop?

Unless Lathrop acquires an NPDES permit, buildout of Lathrop will require ponds to hold recycled water during the winter and disposal fields to dispose of the recycled water in the summer that would cover 1,500 acres of land that could have been developed, at a cost of over \$200 million. This land is needed to be able to fully develop the City. For a sense of scale, 1,500 acres would provide land for 7,500 homes.

The current cost for sewer in Lathrop is expensive, and the reduction in cost for the new Surface Water Discharge Project is huge. Similarly, the cost of sewer for a typical fast food restaurant in Lathrop would be reduced by \$60,000, making development in Lathrop much more affordable for commercial developers.

The savings to future residential development are detailed in Table 1 below:

Table 1 – Future Residential Development Savings (per home)

Component	Current Cost (w/o discharge)	Future Cost (w/ discharge)	Difference
Storage & Disposal	\$8,600	\$0	-\$6,000
River Discharge	\$0	\$761	\$761
Total	\$8,600	\$860	-\$7,740/home

The cost to maintain all the ponds and sprayfields is expensive, and is funded by existing ratepayers. Operation of the Surface Water Discharge will reduce this maintenance cost, allowing the City to reduce rate increases in the future. And finally, the Surface Water Discharge will allow Lathrop to use recycled water as a resource for industrial use, rather than as a burden to dispose of.

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The urgency to build the Project this year is because, if the Project is not built, millions of dollars in new ponds and sprayfields will be needed next year to allow continued development in Lathrop. If the Surface Water Discharge project can be completed next year, these developer costs, which are passed on to the home buyer, can be avoided.

River Discharge Project Costs

There are several components of this project. The estimated costs are listed in Table 2 below, and include the recently received construction bids.

Table 2 – Project Components and Estimated Cost

1. Permitting	\$700,000
2. CEQA	\$650,000
3. CTF Improvements	\$3,620,000
4. Pipeline from CTF to River	\$3,382,000
5. Engineering and Construction Management	\$2,255,040
6. Contingency (10%)	\$1,060,704
7. Reimbursements for existing infrastructure	\$6,515,399
Total Estimate Cost	\$18,183,143

Each component of Table 1 is briefly described below:

1. Permitting: Includes all permits necessary to complete the project from the following agencies: Army Corp or Engineers, San Joaquin Valley Flood Protection Board, RD 17, and the Regional Water Quality Control Board.
2. CEQA: California Environmental Quality Act, environmental impact review.
3. CTF Improvements: Pump improvements and construction of a de-chlorination facility to reduce the chlorine level, which is harmful to fish.
4. Pipeline from CTF to River: 1.5-mile-long pipeline for the transmission of the recycled water from the CTF to the river.
5. Engineering and Construction Management: Program management, engineering, easements, fees, legal assistance and construction management.
6. Contingency (10%): Compensation for unforeseen costs.
7. Reimbursements: Existing infrastructure that is required to support the river discharge including existing pipes, pumps and ponds for storage.

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Reimbursements include the value of existing pipelines that are being contributed to the Project by the City or by River Islands. It also includes the value of existing recycled water storage ponds being retained by the City. As a condition of receiving the NPDES permit, the RWQCB will require Lathrop to maximize our use of recycled water for urban irrigation, including parks and street landscaping. The Project costs therefore include the cost of permanent storage ponds to allow the recycled water system to operate when the city is built-out. Rather than returning the ponds and property back to River Islands, as required by the right of reverter in the dedication deed to the City, the Project includes purchasing these ponds and the property they sit upon. Of the seven existing storage ponds, the two chosen by the City to keep are in locations most useful to the recycled water system. They are also located in areas where the land value is lower. River Islands has agreed to receive the \$6,061,649 in reimbursement for their ponds, pump stations and pipeline as a credit toward future sewer connection costs. They will cash in those credits as building permits are pulled for the River Islands project. This delay by River Islands for cashing their credits over a 20-year period is a large benefit to the City and to all development, because the immediate cost needed to construct the Surface Water Discharge Project is reduced by \$6.1 million.

The City will receive \$454,000 in reimbursement for the value of pipelines acquired by the City that are being contributed to the Project. The City will be reimbursed these costs, and the costs being fronted by the City for design, permitting and construction, as builders outside River Islands and the Saybrook portion of Central Lathrop pull building permits.

Allocation of Costs

There are two components to the cost allocation. First is the cost to get ponds and sprayfields/percolation ponds back. Some ponds and sprayfields were dedicated to the City with a conditional right of reverter. If the developer that dedicated the land pays their share of the alternative solution (Surface Water Discharge Project), the ponds and sprayfields will not be needed, and can be returned to the developer that dedicated them.

We calculated each developer's share based on the gallons that could be stored in the ponds or disposed of on the sprayfield/percolation pond versus the total gallons to be disposed with the Surface Water Discharge Project at build-out.

The second component is the cost to serve future development proposed by developers. In the past, developers needed to provide recycled water storage and disposal to serve their development. This required developers to purchase land, construct storage ponds and sprayfields, and have them dedicated to the City.

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Now, the Surface Water Discharge Project will provide all disposal needed at build-out. New development will therefore pay their share of the cost of this Project, rather than providing their own disposal.

Table 3 shows the calculation of cost allocation to River Islands, Saybrook, Richland and the City.

Table 3 – Cost Allocation

Contributor	Sewer Capacity (gpd)	Contribution Percentage	Reimbursements for Existing Infrastructure	Contribution
River Islands	2,843,719	65.2	\$6,061,649	\$5,804,121
Saybrook	427,255	9.8	-	\$1,782,774
Richland	330,000	7.6	-	\$1,376,966
City	756,800	17.3	\$453,750	\$2,703,883
Totals	4,357,724	100%	\$6,515,399	\$11,667,744

The City, with funding from sewer connection fees, contracted for the design and permitting of the Project. The consultant cost for this preliminary work (approximately \$2,049,448 to date) is part of the total funding obligation of all stakeholders participating in the Project. This reduces the City’s additional funding needed to \$654,435 (\$2,703,883 - \$2,049,448).

Requested Council Actions:

1. Approve Funding Agreements with River Islands, Lathrop Land Acquisition, LLC, and Richland Crossroads, L.P. to fund their share of the Project

The Agreement with River Islands (Attachment B) requires a total contribution of \$11,865,770. After deducting the reimbursements for the ponds and pipelines the City will keep, and the credit for studies that River Islands already funded for the City, their remaining cash contribution is \$5,637,895. Once the Project is complete and operational, River Islands will receive 265 acres of developable land that they had pledged for sprayfields (Funding Agreement Exhibit A), and their future sewer costs will be substantially reduced. The ponds built by River Islands that are being retained by the City to allow full operation of the recycled water system in Lathrop will not be returned, and are being purchased by the City as part of the Project. The City will also return several million dollars pledged toward future ponds and sprayfields.

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The Agreement with Lathrop Land Acquisition (Attachment C) requires a contribution of \$1,782,774. Once the Project is complete and operational, Lathrop Land Acquisition will receive 94 acres of developable land that they had pledged to the City for ponds and sprayfields (Funding Agreement Exhibit A). The City will also return several million dollars pledged toward future ponds and sprayfields.

The Agreement with Richland Crossroads, L.P. (Attachment D) requires a contribution of \$1,376,996. Once the Project is complete and operational, Richland Crossroads, L.P. will receive 23 acres of developable land that they had pledged to the City for percolation ponds (Funding Agreement Exhibit A).

The three Agreements require a final accounting to compare estimated costs to actual costs once the Project is complete. If unforeseen underground problems or last minute permit conditions trigger additional costs, the participating developers will be invoices their share of the extra costs. If final costs are less than the estimates, excess funds will be returned to the developers in proportion to their payments.

2. Award Two Construction Contracts

Staff is requesting Council award two separate construction contracts, one for Dechlorination Facilities at the CTF (Table 4), and one for construction of a pipeline from the CTF to the San Joaquin River and construction of the River Discharge Outfall at the River (Table 5).

The plans and specifications were advertised for bid solicitation in accordance with PCC 220034 and LMC Chapter 3.30. The bid results are summarized below:

Table 4: Summary of Dechlorination Facility Bid Results

Contractor	Base Bid	Bid Alt #1	Total Bid
Cushman Contracting Corporation	\$3,620,000	\$1,620,000	\$5,240,000
Clark Bros. Inc.	\$3,798,700	\$2,124,000	\$5,922,700

Staff reviewed and evaluated the bids, and determined that the lowest responsive and responsible bidder is Cushman Contracting Corporation. Staff requests City Council adopt resolution awarding a construction contract to Cushman Contracting Corporation (Attachment E) for the amount of \$3,620,000, and not award the Bid Alternate #1 to Backfill Crossroads Basin C. Staff also requests City Council authorize a 10% construction contingency of \$362,000, and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total cost not to exceed \$3,982,200.

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Table 5: Summary of Outfall Pipeline Bid Results

Contractor	Bid
Teichert	\$3,382,000
T & S Construction	\$3,938,905

Staff reviewed and evaluated the bids, and determined that the lowest responsive and responsible bidder is Teichert. Staff requests City Council adopt resolution awarding a construction contract to Teichert (Attachment F) for the amount of \$2,866,392.60 (low bid of \$3,382,000 - \$515,607.40 for pre-purchased pipe and equipment). Staff also requests City Council authorize a 10% construction contingency of \$338,200, and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total cost not to exceed \$3,204,592.60. This request is urgent, as the construction window to build within the San Joaquin River is very limited, and it is critical the Surface Water Discharge Project be completed as soon as possible to avoid the need to build new ponds and sprayfields in 2022 for new development.

3. Approve Professional Service Agreement with TRC for Construction Management Services (Attachment G)

Construction Management services are needed to oversee the modifications to the CTF, pipeline and river outfall structure construction. The services are needed due to the complexity of the construction and the strict construction schedule dictated by the permitting requirements. Staff requests City Council adopt resolution approving a professional services agreement with TRC for the amount of \$228,220. Staff also requests City Council authorize a 10% contingency of \$22,800, and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total cost not to exceed \$251,020.

4. Ratify Equipment and Material Purchase Order No. 2022-57 (Attachment H)

Ratify City Manager approval of Purchase Order No. 2022-57 with Teichert Construction in the amount of \$515,607.40 for the purchase of pipe and equipment that was acquired to avoid the delivery time delay associated with all material. The purchase is from the low bidder for this Project, and the final Teichert contract will be reduced by the amount of this prior purchase. This advanced purchase by the City gives the City the opportunity to construct the surface water outfall this construction year.

5. Ratify the Outfall Permit Agreement with Reclamation District 17 (Attachment I)

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Reclamation District 17 is responsible to maintain the levees, and so approval of this Permit Agreement was required by the Central Valley Flood Protection Board before they would place their outfall permit on their calendar for August 27, 2021. If staff waited for Council approval, this would have delayed the permits by at least a month, and would have resulting in missing the construction window this year.

6. Approve a Budget Amendment to add \$8,797,665 to the project budget

This budget amendment will account for the funds being received from three developers per the Funding Agreements being approved tonight.

REASON FOR RECOMMENDATION:

The Surface Water Discharge Project (Project) will make available 1,500 acres of developable land that would have been required to create ponds and sprayfields to store and dispose of recycled water on agricultural crop. The Project will reduce the cost of sewer disposal for a new home by \$7,740, and reduce the cost for a new fast food restaurant by about \$60,000, making development in Lathrop more desirable.

Staff is requesting that Council award two construction contracts, one to build dechlorination facilities at the CTF and the second to construct the pipeline from the CTF to the San Joaquin River, and an outfall structure into the river to avoid the need to build more ponds and sprayfields for new development. Staff is also requesting that Council approve Funding Agreements with River Islands, Lathrop Land Acquisition, LLC, and Richland Crossroads, L.P. to fund their share of the Project. This will allow these three developers to avoid constructing additional ponds and sprayfields. It will also allow the City to return existing ponds and sprayfields that they dedicated to the City, with the exception of the ponds built by River Islands that are being retained to allow full operation of the recycled water system in Lathrop.

FISCAL IMPACT:

The fiscal impact includes:

- The Recycled Water River Discharge Funding Agreement between City of Lathrop and River Islands Development LLC will provide \$5,637,895 in funding toward the Surface Water Discharge Project CIP WW 20-17
 - Exhibit A, Capacity Allocated, Project Costs, Credits and Reimbursements, Developer Costs, and Lands Returned to Developers
- The Recycled Water River Discharge Funding Agreement between City of Lathrop and Lathrop Land Acquisition LLC will provide \$1,782,774 in funding toward the Surface Water Discharge Project CIP WW 20-17
 - Exhibit A, Capacity Allocated, Project Costs, Credits and Reimbursements, Developer Costs, and Lands Returned to Developers

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- The Recycled Water River Discharge Funding Agreement between City of Lathrop and Richland Crossroads, L.P. will provide \$1,376,996 in funding toward the Surface Water Discharge Project CIP WW 20-17
 - Exhibit A, Capacity Allocated, Project Costs, Credits and Reimbursements, Developer Costs, and Lands Returned to Developers
- The proposed construction contract with Cushman Contracting Corporation is for \$3,620,000. A 10% construction contingency is requested in the amount of \$362,000 for a total cost not to exceed \$3,982,200.
- The proposed construction contract with Teichert is for \$2,866,392.60 (low bid of \$3,382,000 - \$515,607.40 for pre-purchased pipe and equipment). A 10% construction contingency is requested in the amount of \$338,200 for a total cost not to exceed \$3,204,592.60.
- The proposed Professional Service Agreement with TRC for Construction Management is for \$228,220. A 10% contingency is requested in the amount of \$22,800, for a total cost not to exceed \$251,020.
- Ratification of Purchase Order No. 2022-57 with Teichert Construction is in the amount of \$515,607.40.
- Ratification of the Outfall Permit Agreement with Reclamation District 17 will include a cost to Lathrop of approximately \$30,000 for geotechnical inspection services and to reimburse Reclamation District 17 for any costs incurred.
- The requested Budget Amendment will add \$8,797,665 to the project budget to account for the funds being received from three developers per the Funding Agreements being approved tonight.

Funds approved in the Surface Water Discharge Project CIP WW 20-17 in fiscal year 2020/2021 total \$3,750,937. These funds were intended to complete design and permitting and are insufficient to construct this project. City Council approved design and permitting contracts have already been awarded and design is complete. In this way, the Surface Water Discharge Project could move forward while Funding Agreements were being prepared.

To date, City has spent \$2,565,095.40 (\$2,049,488 for contracts + \$515,607.40 for materials). The remaining City responsibility of \$138,787.60 (\$2,703,883 - \$2,565,095.40) is within the approved budget, and so no budget amendment is required to cover the City costs.

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Staff is recommending a budget amendment in the amount not to exceed \$8,797,665 (River Islands \$5,637,895 plus Lathrop Land Acquisition, LLC \$1,782,774 plus Richland Crossroads, L.P. (\$1,376,996) to transfer funds received from River Islands Development, Lathrop Land Acquisition, LLC and Richland Crossroads, L.P. to CIP WW 20-17.

Increase Revenue		
2710-8000-372-0100		\$8,797,665
Increase Transfer Out		
2710-9900-990-9010		\$8,797,665
Increase Transfer In		
6090-9900-393-0000	WW 20-17	\$8,797,665
Increase Appropriation		
6090-8000-420-83-00	WW 20-17	\$8,797,665

ATTACHMENTS:

- A. Resolution
 - Approving Funding Agreements with River Islands, Lathrop Land Acquisition, LLC and Richland Crossroads, L.P.
 - Awarding a Construction Contract to Cushman Contracting Corporation for Dechlorination Facilities
 - Awarding a Construction Contract to Teichert & Son, Inc. dba Teichert Construction for Pipeline and River Outfall Construction
 - Approving a Professional Service Agreement with TRC for Construction Management
 - Ratifying the Equipment/Materials Purchased
 - Ratifying the Outfall Permit Agreement with Reclamation District 17
 - Approving a Related Budget Amendment, All Associated with Surface Water Discharge Project CIP WW 20-17

- B. Recycled Water River Discharge Funding Agreement between City of Lathrop and River Islands Development LLC, associated with CIP-WW 20-17

- C. Recycled Water River Discharge Funding Agreement between City of Lathrop and Lathrop Land Acquisition LLC, associated with CIP WW 20-17

- D. Recycled Water River Discharge Funding Agreement between City of Lathrop and Richland Crossroads, L.P., associated with CIP WW 20-17

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- E. Construction Contract with Cushman Contracting Corporation for Dechlorination Facilities, Surface Water Discharge Project CIP WW 20-17
- F. Construction Contract with Teichert for Outfall Pipeline, Surface Water Discharge Project CIP WW 20-17
- G. Professional Service Agreement with TRC for Construction Management
- H. Purchase Order No. 2022-57 with Teichert Construction in the amount of \$515,607.40 for pipe and material to construct the Project
- I. Permit Agreement with Reclamation District No 17

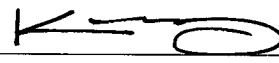
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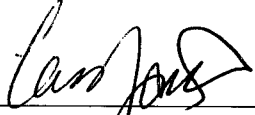
Glenn Gebhardt
City Engineer

9.8.21
Date



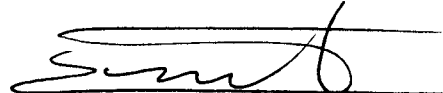
Michael King
Public Works Director

9.8.2021
Date



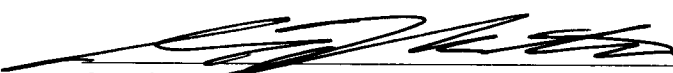
Cari James
Finance & Administrative Services Director

9/8/2021
Date



Salvador Navarrete
City Attorney

9-8-2021
Date



Stephen J. Salvatore
City Manager

9.8.21
Date

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP RELATED TO CIP WW 20-17 SURFACE WATER DISCHARGE PROJECT APPROVING FUNDING AGREEMENTS WITH RIVER ISLANDS DEVELOPMENT, LLC, SAYBROOK CLSP, LLC, AND RICHLAND CROSSROADS, L.P., AWARDED CONSTRUCTION CONTRACT TO CUSHMAN CONTRACTING CORPORATION FOR DECHLORINATION FACILITIES, AWARDED CONSTRUCTION CONTRACT TO TEICHERT & SON, INC. DBA TEICHERT CONSTRUCTION FOR PIPELINE AND RIVER OUTFALL CONSTRUCTION, APPROVING PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH TRC ENGINEERS, INC. FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES AND CONSTRUCTION MANAGEMENT, RATIFYING EQUIPMENT AND MATERIAL PURCHASES, RATIFYING OUTFALL PERMIT AGREEMENT WITH RECLAMATION DISTRICT 17, AND APPROVING RELATED BUDGET AMENDMENT

WHEREAS, the City of Lathrop Combined Treatment Facility (CTF) produces highly treated wastewater (recycled water), which is currently disposed of by land application to either spray fields or percolation ponds. At buildout of the City, the area of land required for the disposal of recycled water will be 1,500 acres at a cost of over \$200 million; and

WHEREAS, most other cities choose and are permitted to discharge their recycled water into the river or other body of water at a significantly lower cost and minimal land use. The discharge is permitted through a National Pollutant Discharge Elimination System (NPDES) permit, which the City is currently pursuing; and

WHEREAS, to fund the construction that will support the transition from land application to river discharge and clearly define the fair share proportions, the City needs to enter into a Funding Agreement with River Islands Development, LLC (RID) and Lathrop Land Acquisition, LLC (Saybrook); and

WHEREAS, there are several components of this project and the estimated costs are listed in Table 1 below; and

Table 1 – Project Components and Estimated Cost

1. Permitting	\$700,000
2. CEQA	\$650,000
3. CTF Improvements	\$3,620,000
4. Pipeline from CTF to River	\$3,382,000
5. Engineering and Construction Management	\$2,255,040
6. Contingency (10%)	\$1,060,704
7. Reimbursements for existing infrastructure	\$6,515,399
Total Estimate Cost	\$18,183,143

WHEREAS, each component of Table 1 is briefly described below:

1. Permitting: Includes all permits necessary to complete the project from the following agencies: Army Corp or Engineers, San Joaquin Valley Flood Protection Board, RD 17, and the Regional Water Quality Control Board.
2. CEQA: California Environmental Quality Act, environmental impact review.
3. CTF Improvements: Pump improvements and construction of a de-chlorination facility to reduce the chlorine level, which is harmful to fish.
4. Pipeline from CTF to River: 1.5-mile-long pipeline for the transmission of the recycled water from the CTF to the river.
5. Engineering and Construction Management: Program management, engineering, easements, fees, legal assistance and construction management.
6. Contingency (10%): Compensation for unforeseen costs.
7. Reimbursements: Existing infrastructure that is required to support the river discharge including existing pipes, pumps and ponds for storage; and

WHEREAS, the benefitting developments will contribute to the funding of the components listed in Table 1 in the amounts shown in Table 2 below; and

Table 2 – Cost Allocation

Contributor	Sewer Capacity (gpd)	Contribution Percentage	Reimbursements for Existing Infrastructure	Contribution
River Islands	2,843,719	65.2	\$6,061,649	\$5,804,121
Saybrook	427,255	9.8	-	\$1,782,774
Richland	330,000	7.6	-	\$1,376,966
City	756,800	17.3	\$453,750	\$2,703,883
Totals	4,357,724	100%	\$6,515,399	\$11,667,744

WHEREAS, the savings to future development are detailed in Table 3 below; and

Table 3 – Future Residential Development Savings (per home)

Component	Current Cost (w/o discharge)	Future Cost (w/ discharge)	Difference
Storage & Disposal	\$8,600	\$0	-\$6,000
River Discharge	\$0	\$761	\$761
Total	\$8,600	\$860	-\$7,740/home

WHEREAS, the total savings for future residential development is \$7,740 per home and the average savings for a typical restaurant with a sewer generation of 1,500 gallons per day is \$60,000. Staff requests that Council approve the Funding Agreement to fund the construction of the critical Recycled Water River Discharge Project; and

WHEREAS, the Recycled Water River Discharge Project will cost the City an estimated \$2,703,883 as detailed in the Funding Agreement. There is currently \$3,750,937 immediately available for the City's portion of the cost, which was collected from developments as their purchase of sewer capacity upon connection to the City's system; and

WHEREAS, CTF Dechlorination Facility is a part of Surface Water River Discharge Capital Improvement Project (CIP) WW 20-17 and will construct a dechlorination facility at the City's CTF to remove chlorine from recycled water, making it suitable for discharge to the San Joaquin River; and

WHEREAS, the plans and specifications for this project were completed by PACE and advertised for bid on June 4, 2021 in accordance with the Lathrop Municipal Code (LMC) 2.36.060; and

WHEREAS, a total of two (2) bids were received and opened by the City Clerk on June 29, 2021; and

WHEREAS, upon review and evaluation of the bids, the lowest responsive and responsible bidder for the project was determined to be Cushman Contracting Corporation (Cushman) with a base bid amount of \$3,620,000; and

WHEREAS, staff requests the City Council award a construction contract to Cushman in the amount of \$3,620,000; and

WHEREAS, staff also requests Council authorize a 10% construction contingency in the amount of \$362,000 and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total cost not to exceed \$3,982,000; and

WHEREAS, the Surface Water River Discharge Capital Improvement Project (CIP) WW 20-17 will construct 2 segments of pipeline and an outfall structure on the San Joaquin River (River), enabling the conveyance and discharge of recycled water to the River; and

WHEREAS, the plans and specifications for this project were completed by KPFF Consulting Engineers and advertised for bid on June 4, 2021 in accordance with the Lathrop Municipal Code (LMC) 2.36.060; and

WHEREAS, a total of two (2) bids were received and opened by the City Clerk on June 29, 2021; and

WHEREAS, upon review and evaluation of the bids, the lowest responsive and responsible bidder for the project was determined to be Teichert & Son, Inc. dba Teichert Construction (Teichert), with a base bid of \$3,382,000; and

WHEREAS, City Manager approved Purchase Order No. 2022-57 with Teichert Construction in the amount of \$515,607.40 for the purchase of pipe and equipment (Attachment G to September 13, 2021 staff report) that was acquired to avoid the delivery time delay associated with all material, and

WHEREAS, staff requests the City Council approve a construction contract with Teichert in the amount of \$2,866,392.6 (low bid of \$3,382,000 - \$515,607.40 for pre-purchased pipe and equipment); and

WHEREAS, staff also requests City Council authorize a 10% construction contingency of \$338,200, and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total cost not to exceed \$3,204,592.60; and

WHEREAS, construction management services are needed to oversee the modifications to the CTF, pipeline and river outfall structure construction due to the complexity of the construction and the strict construction schedule dictated by the permitting requirements; and

WHEREAS, staff solicited and received a proposal from TRC to provide Construction Management Services on a time and materials basis for a cost of \$228,220 and staff also requests City Council authorize a 10% contingency in the amount of \$22,800; and

WHEREAS, staff requests City Council approve a Professional Consulting Services Agreement with TRC to provide Construction Management Services on a time and material basis for an amount not to exceed \$251,020; and

WHEREAS, due to lengthy delivery times for large pipes and related material, it was determined that the purchase of pipe and equipment prior to City Council award of the construction contract was necessary to avoid the delivery time delays and give the City the opportunity to construct the Surface Water River Discharge Capital Improvement Project (CIP) WW 20-17 in 2021, and the low bidder for this Project, Teichert Construction, could be issued a purchase order to acquire the pipe and equipment immediately, and the final Teichert contract would be reduced by the amount of this advanced purchase by the City; and

WHEREAS, staff requests City Council ratify the City Manager's action to approve Purchase Order No. 2022-57 with Teichert Construction in the amount of \$515,607.40 for the purchase of pipe and equipment (Attachment G to September 13, 2021 staff report) that was paid for using approved Fiscal Year 2020/21 budget for this Project and was acquired to avoid the delivery time delay associated with all material and allow construction of the work in the San Joaquin River this calendar year; and

WHEREAS, Reclamation District 17 is responsible to maintain the levees, and so approval of this an Outfall Permit Agreement with Reclamation District 17 was required by the Central Valley Flood Protection Board before they would place their outfall permit on their calendar for August 27, 2021, and a one month delay in this permit would miss the in-water construction period allowed in the San Joaquin River; and

WHEREAS, staff requests City Council ratify the City Manager’s action to approve the Outfall Permit Agreement with Reclamation District 17 (Attachment H to September 13, 2021 staff report); and

WHEREAS, section 2.36.080 “Emergency Procedures” of the Lathrop Municipal Code (LMC) was utilized by the City Manager to efficiently and timely maintain essential public services; and

WHEREAS, funds were only budgeted for design and permitting, and so sufficient funds were not allocated to construct the Project in the adopted FY 2020/2021 Budget, therefore, staff requests City Council approve a budget amendment to add \$8,797,665 to the Surface Water Discharge Project CIP WW 20-17 budget to account for the funds being received from three developers per the Funding Agreements being approved tonight:

<u>Increase Revenue</u>		
2710-8000-372-0100		\$8,797,665
 <u>Increase Transfer Out</u>		
271-9900-990-9010		\$8,797,665
 <u>Increase Transfer In</u>		
6090-9900-393-0000	WW 20-17	\$8,797,665
 <u>Increase Expenditures</u>		
6090-8000-420-12-00	WW 20-17	\$8,797,665

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop to hereby approve the following actions regarding the Surface Water Discharge Project CIP WW 20-17:

- Approve Funding Agreements with River Islands Development, LLC, Saybrook CLSP, LLC, and Richland Crossroads, L.P., and allow the City Manager and City Attorney to make minor adjustments as required,
- Award a Construction Contract to Cushman Contracting Corporation for Dechlorination Facilities, in the amount of \$3,620,000 plus a 10% contingency in the amount of \$362,000, and authorize staff to spend up to this amount as necessary to accomplish the goals of the project,

- Award a Construction Contract to A. Teichert & Son, Inc. dba Teichert Construction for Pipeline and River Outfall Construction in the amount of \$2,866,392.6 (low bid of \$3,382,000 - \$515,607.40 for pre-purchased pipe and equipment, Purchase Order No. 2022-57), plus a 10% contingency in the amount of \$338,200 for a total cost of \$3,204,592.60 and authorize staff to spend up to this amount as necessary to accomplish the goals of the project,
- Approve a Professional Consulting Services Agreement with TRC Engineers, Inc. for Professional Engineering Consulting Services and Construction Management on a time and material basis for an amount not to exceed \$251,020,
- Ratify the City Manager's action to approve Purchase Order No. 2022-57 with Teichert Construction in the amount of \$515,607.40 for the advance purchase of pipe and equipment (Attachment G to September 13, 2021 staff report),
- Ratify the City Manager's action to approve the Outfall Permit Agreement with Reclamation District 17 (Attachment H to September 13, 2021 staff report), and
- Approve a Related Budget Amendment to add \$8,797,665 to the Surface Water Discharge Project CIP WW 20-17 budget to account for the funds being received from three developers per the Funding Agreements being approved tonight.

The foregoing resolution was passed and adopted this 13th of September 2021, 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

PROJECT FUNDING AGREEMENT

By and Among the City of Lathrop, California, a Municipal Corporation
And
River Islands Development, LLC
For
The City's Project Costs Related to the
Surface Water Discharge Project CIP WW 20-17

This Project Funding Agreement (the "Agreement") is made and entered into this ___ day of _____ 2021, ("Effective Date"), by and between the CITY OF LATHROP, a municipal corporation (hereinafter "CITY") and River Islands Development, LLC (hereinafter "River Islands"). The three developers listed in Exhibit A and CITY are referred to herein, individually as "party" or "Developer", and collectively as the "parties." The Effective Date shall be the date upon which the City Council approves the Agreement.

RECITALS

- A. The CITY currently operates the Lathrop Consolidated Treatment Facility (LCTF). CITY and River Islands and other developers desire to modify the LCTF and to construct a pipeline to accommodate the ability to dispose of highly treated effluent ("Recycled Water") from the LCTF via a surface water discharge to the San Joaquin River ("River"). This will require acquisition of a National Pollutant Discharge Elimination System ("NPDES") permit from the Central Valley Regional Water Quality Control Board ("CVRWQCB") plus permits from several other State of California and Federal agencies to construct the pipeline.
- B. The CITY currently possesses discharge permits with the CVRWQCB for the LCTF that requires recycled water to be disposed of on land for agricultural purposes ("Sprayfields") or as irrigation of urban landscaping (medians and side street landscaping). At buildout of CITY, the ponds required to hold this recycled water during the winter and lands required to dispose of the recycled water would cover 1,500 acres of potential development at a cost of over \$200 million.
- C. The Surface Water Discharge Project is designed to deliver recycled water to the River and includes design, construction and permitting of improvements at the LCTF to de-chlorinate the recycled water, of a pipeline from the LCTF to and over the River levee, and of an outfall structure to be built within the River, all included as CIP WW 20-17 (the "Project").
- D. As a condition of receiving the NPDES permit, the RWQCB will require CITY to maximize use of recycled water for urban irrigation, including parks and street landscaping. The Project costs therefore include the cost of permanent storage ponds to allow the recycled water system to operate when the city is built-out.
- E. River Islands has contributed certain recycled water improvements to the City system, including recycled water storage ponds and dedication of property for those ponds. Some of those improvements were constructed with funds from public agencies, including the River Islands Public Financing Authority (RIPFA) bond funds, and it is the responsibility of River Islands to resolve any claim on these funds from those agencies.

The Project includes purchasing two ponds and the property they sit upon from River Islands that would otherwise have been returned to River Islands under the right of reverter included in the deeds originally dedicating the property to CITY. Of the seven existing storage ponds currently available to CITY for storage of recycled water, the two River Islands ponds are in locations most useful to the recycled water system and are located in portions of the City where the development land value is lowest.

- F. River Islands has agreed to accept \$6,061,649 in reimbursement and fee credit for its ponds, pump stations and pipeline as a credit toward River Islands prorata share of the Project. In addition, once the Project Costs (as defined below) have been paid by River Islands in accordance with Exhibit A, then River Islands shall not pay any future wastewater disposal fees or charges towards the Project on future building permits to the extent River Islands assigns disposal capacity in the Project that covers the building permit. The amount of disposal capacity assigned to each permit, shall be in the same quantities as the amount of treatment capacity assigned to each permit. For example, River Islands currently assigns 200 gpd of treatment capacity to a single family home. That same home would be assigned 200 gpd of disposal capacity. These amounts may vary in the future pursuant to the terms of the Development Agreement between the City and River Islands.
- G. CITY, with funding from sewer connection fees, contracted for the design and permitting of the Project. The consultant cost for this preliminary work (approximately \$2,049,448 to date) is part of the total funding obligation of all stakeholders participating in the Project but is considered a credit to the City toward the total City responsibility for this Project.
- H. River Islands, as well as the other stakeholders who have requested capacity in the Project, are required to fund their pro-rata share of the design, permitting, program management, CEQA preparation and construction as detailed in attached Exhibit "A" ("**Project Costs**") and under the terms and conditions of this Agreement. This funding commitment may also include in-kind contributions towards design/permitting contracts, materials and/or equipment necessary for the Project as agreed to by CITY in advance, as well as funds that were deposited to the City to guarantee construction of sprayfields and ponds that would be deemed unnecessary by CITY once the Project is commissioned and recycled water discharged to the San Joaquin River, assuming River Islands agrees to commit these funds to the Project.
- I. At the City's request, River Islands funded two City contracts when work on the Surface Water Discharge Project began in 2019, including \$74,939 for a contract between the City and Robertson-Bryan, Inc (RBI) on January 14, 2019, plus \$91,287 for a contract between the City and Ascent Environmental on June 10, 2019, and these funds were understood to be treated as a credit toward River Islands share of Project Costs.
- J. Estimated Project Costs shown in Exhibit A will be incurred to provide design and construction for a project to serve the City at buildout.
- K. River Islands' payment of River Islands' proportionate Project Costs, minus any agreed upon credits, in-kind contribution or monies deposited towards other recycled water disposal not deemed necessary for land disposal (for example, the \$472,500 that River Islands placed into escrow with the City for construction of LAA A32) and agreed by River Islands to be contributed toward their share of the Project, and agreed upon

reimbursements will be due within 10 days after City award of the construction contracts for the Project, subject to Paragraph 2 below. If any developer prefunds costs prior to the deadline for full payment for all the Project Costs, Developer's prefunded contribution will be credited to their share of the total Project Costs. If any PARTICIPANT fails to provide the funds required in their Project Funding Agreement within the 10-day time limit, the cost of that PARTICIPANT's share will be immediately increased by adding 20% to the cost, plus an additional 10% per year for the time between the 10-day time limit and the date the full payment is made, unless an alternative payment schedule is agreed upon between the City and the PARTICIPANT.

- L. The estimated Project Costs include the individual developer's costs to modify the CVRWQCB waste discharge permit to allow their sprayfields and ponds to cease being used by the City and returned to them pursuant to the right of reverter contained in the deeds originally dedicating the property to the City, excepting the ponds retained by the City.
- M. Once the Project is constructed, CITY has been given approval to operate the Project, and the CVRWQCB waste discharge permit has been amended to remove the need for storage ponds and sprayfields as noted in Exhibit A, the River Islands will quitclaim their rights of reversion in the facilities being retained by the City, and the City will deed the parcels it owns in fee title as noted in Exhibit A to the developer that deeded the land to the City. Most of the River Islands' Sprayfields noted in Exhibit A are subject to the Sprayfield Agreement that granted an option to the City to purchase the properties in the future. Those optioned properties will be returned to River Islands via termination of the Sprayfield Agreement and the City will quitclaim any interest in those properties. Additionally, several other properties were included in the Report of Waste Discharge as future possible pond and spray field locations. River Islands shall have no obligation to convey those properties at any time to the City. The exception is the ponds retained by the City to become a part of the Project.
- N. CITY will make sewer disposal capacity available to River Islands in the Project at the capacity identified in Exhibit "A" provided River Islands fulfills all terms and conditions of, and pays its proportionate share of Project Costs. Additional capacity to River Islands can be purchased from CITY, or capacity from River Islands can be allocated or reallocated via CITY's Transfer Policy. The Parties acknowledge that there may be a gap between the completion of construction of the Project, and River Islands needing to demonstrate discharge capacity for upcoming final maps. The parties agree that upon River Islands funding of the Project as required under Paragraph 2, River Islands would not need to provide any additional funding guarantees for spray fields and rather, the City can rely on the funds paid by River Islands as an overall guarantee of funding discharge capacity. However, CITY is not responsible for providing alternative disposal capacity if there is a delay in completing the Project.
- O. Any costs required to remove constructed facilities on sprayfields or storage ponds to be returned by CITY to the Developer will be paid solely by the Developer. Property will be returned "As Is".
- P. Following construction of the Project, a capital facility fee (CFF) will be created to recover costs incurred by CITY in consultant cost for this preliminary work and the construction and permitting costs funded by CITY. This recycled water disposal CFF will only be charged to development that does not have adequate disposal credit for the development.

- Q. Exhibit A includes the low bid costs received by the City on July 13, 2021, as highlighted in that Exhibit.

NOW THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, CITY and River Islands hereby agree as follows:

AGREEMENT

1. Incorporation of Recitals. The parties agree that the foregoing Recitals are true and correct, and are incorporated as a part of this Agreement as if set forth in full herein.

2. Pro Rata Share.
 - a. River Islands agrees to provide Five Million Six Hundred and Thirty Seven Thousand, Eight Hundred Ninety-five Dollars (**\$5,637,895**) to CITY as their pro-rata share of the total Project Costs ("Project Costs") as detailed in "River Islands Cash Due" in Exhibit "A". The first \$2 million of this amount must be provided prior to but no later than 10 days after the City notifies in writing that it has awarded the construction contracts for the Project. The balance of River Islands pro-rata share of the total Project Costs shall be due at such time as the City has provided evidence of a Letter of Permission (Section 404 and 408 permits) from the U.S. Army Corps of Engineers.

 - b. Construction timing is critical, and cannot be delayed due to nonpayment by any Developer. If any Developer fails to contribute its designated pro-rata share of Project Costs set forth in these Funding Agreements within ten (10) days after the City awards the construction contract for the Project, or other such timeline as may be agreed to between CITY and Developer, then (A) CITY shall advance the non-contributing Developer's portion of Project Costs, and (B) the non-contributing Developer's portion of the Project Costs will be immediately increased by 20% of the Cost in this Agreement, plus an additional 10% per year of delay from the date ten (10) days after the CITY awards the construction contract for the Project to the date the full, increased by 20% share is paid to City, and (C) such non-contributing Developer's discharge capacity allocation shall not be available until such non-contributing Developer's portion of Project Costs is paid in full. The result will be that non-contributing Developers shall continue to be responsible to provide storage and disposal capacity for their Surface Water Discharge Capacity Allocated as identified in Exhibit A and their "Land Returned to Developers" identified in Exhibit A shall be retained by the City until such time as their portion of Project Costs are paid in full.

3. Final Accounting.
 - a. Exhibit A includes a 10% contingency which the City may use as necessary for unexpected Project costs. In the event costs exceed the total with contingency, City must immediately inform the developers of the cost overruns. CITY shall provide a draft final accounting of all construction costs incurred by CITY in connection with the Project (the "Final Accounting") to DEVELOPER not later than 90 days after final completion and CITY acceptance of the Project. DEVELOPER acknowledges that the Final Accounting may include costs that exceed the estimates with contingency ("Excess Costs").

 - b. DEVELOPER shall have the right to review and approve the Final Accounting, which review and approval shall be provided, if at all, within 10 business days after DEVELOPERS' receipt of the Final Accounting. If any Developer has not timely provided its written approval or comments, if any, then such Developer shall be deemed to have approved the Final Accounting. Subject to

the foregoing, CITY and Developers will work together to resolve any questions raised regarding the draft Final Accounting prior to it becoming final.

- c. Once all Developers approve the Final Accounting, (A) CITY shall notify all Developers of such agreement ("Notice of Approval of Final Accounting") and (B) all Developers shall pay their respective share of any "Excess Costs" as set forth in the Final Accounting within thirty (30) days after receipt of the Notice of Approval of Final Accounting. The Notice of Approval of Final Accounting shall attach the approved Final Accounting, the parties' final allocations of the Excess Costs applicable to each Developer.
- d. If any Developer fails to contribute its share of Excess Costs set forth in the Final Accounting within thirty (30) days after receipt of the Notice of Approval of Final Accounting, then, similar to Section 2 (a)(i) above, CITY shall advance the non-contributing Developer's portion of Excess Costs, and such non-contributing Developer's discharge capacity allocation shall not be available until such non-contributing Developer's portion of Excess Costs is paid in full. The result will be that non-contributing Developers shall continue to be responsible to provide storage and disposal capacity for their Surface Water Discharge Capacity Allocated as identified in Exhibit A and their "Land Returned to Developers" identified in Exhibit A shall be retained by the City until such time as their portion of Excess Costs are paid in full.
- e. To the extent that the approved Final Accounting illustrates cost savings (e.g. the Project was constructed for less than the Project Costs, CITY shall reimburse to each Developer its pro rata share of such cost savings within thirty (30) days after CITY'S issuance of the Notice of Approval of Final Accounting.

4. Default.

a. If any party materially breaches or fails to comply with any of its obligations under this Agreement, such breaching party shall have thirty (30) days after receipt of written notice of breach from a non-defaulting party (the "Breach Notice") to cure such breach or noncompliance (as such period may be extended as set forth below, the "Cure Period"). If such breaching party does not cure such breach or noncompliance within the Cure Period, it shall be deemed in default ("Default") under this Agreement; provided, however, that if the nature of the breach or noncompliance reasonably requires more than thirty (30) days to cure, the breaching party shall not be in Default under this Agreement so long as the breaching party commences such cure within the Cure Period and diligently prosecutes such cure, and provided further that the Breach Notice shall set forth in reasonable detail the nature of the breach, noncompliance or default, as the case may be. The party sending the Breach Notice shall provide a copy to all parties hereunder.

b. Subject to the provisions of Section 4(c) below, upon a Default pursuant to Section 4(a), the parties shall first mediate the dispute in good faith using a mutually acceptable mediator, which mediation shall be scheduled and concluded not later than 60 days after expiration of the Cure Period. The mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Claims, controversies or disputes not resolved by mediation shall be decided by binding arbitration unless the parties mutually agree otherwise. Arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other parties to this Agreement and the American Arbitration Association. Notwithstanding the foregoing, any party may seek injunctive or other immediate equitable relief, if applicable, in a court of law, pending resolution of the dispute through mediation or arbitration.

c. Notwithstanding the foregoing, in the event of a payment default hereunder that is not cured within ten (10) business days after any Developer's receipt of a Breach Notice from CITY, (i) CITY may immediately suspend such Developer's ability to use its discharge capacity and (ii) CITY may sell such Developer's discharge capacity to repay Developers that funded the Project Costs

5. Counterparts. This Agreement may be executed in counterparts, including electronic (pdf) and facsimile counterparts, each of which shall be considered an original and all of which together shall be considered the same document.

6. Advice of Counsel. Each of the parties has received the advice of legal counsel prior to signing this Agreement. Each party acknowledges no other party or agent or attorney has made a promise, representation, or warranty whatsoever, express or implied, not contained herein concerning the subject matter herein to induce another party to execute this Agreement. The parties agree no provision or provisions may be subject to any rules of construction based upon any party being considered the party drafting this Agreement.

7. Governing Law. The validity, interpretation and effect of this Agreement are governed by and shall be construed in accordance with the laws of the State of California.

8. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable but the remainder of the Agreement can be enforced without failure of material consideration to any party, then this Agreement shall not be affected and it shall remain in full force and effect. If, however, the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, all parties shall meet and negotiate in good faith not less frequently than every ten (10) days and formulate new terms that substitute the stricken clause with other provisions that provide substantially similar terms as the stricken clause. If the parties are unable to agree, then the parties shall resolve the issues through mediation as set forth in Section 11.b.

9. Authorization. Without any personal liability therefor, each person executing this Agreement on behalf of the applicable party hereto warrants that (i) such party is duly organized and existing, (ii) such person has been duly authorized to execute and deliver this Agreement on behalf of the applicable party, (iii) the execution of this Agreement by such person shall bind the applicable party to the terms of this Agreement, and (iv) to such person's knowledge, the execution of this Agreement does not violate any agreement as to which such party is bound. CITY represents and warrants that CITY has obtained any necessary approvals to execute this Agreement and be bound by the terms hereof.

10. Other Agreements Not Affected. This Agreement constitutes the entire agreement between the parties hereto with respect to the Project Costs and supersedes all prior understandings or agreements with respect to the subject matter hereof. This Agreement may be modified only by specific reference describing a mutual intent and agreement to amend this Agreement in written documents signed by all parties hereto.

11. Notices. All notices which are allowed or required to be given hereunder shall be in writing and (i) shall be deemed given and received when personally delivered or (ii) shall be deemed given when the same are deposited in the United States Mail, with sufficient postage prepaid, to be sent by registered or certified mail or overnight mail service, addressed to the designated person by one party to another in writing, and shall be deemed received on the fourth business day after such mailing. Any notice shall be given to all of the following:

CITY

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330
Attn. City Manager

With a copy to:

City of Lathrop
390 Towne Centre Drive

DEVELOPER

River Islands Development, LLC
73 Stewart Road
Lathrop, CA 95330.
Attn. Susan Dell'Osso

Lathrop, CA 95330

Attn: City Attorney

12. Further Assurances. The parties agree to perform such further acts and to execute and deliver such further instruments as are reasonably necessary to accomplish the intent and purpose of this Agreement.

13. Assignment and Transfer. This Agreement shall inure to the benefit of and bind the successors and permitted assigns of the parties. Except for an assignment to an Affiliate (defined below) of a Developer, no Developer may assign this Agreement without the prior written consent of CITY, which shall not be unreasonably withheld, conditioned or delayed. Without limiting the foregoing, prior to any Developer assignment, (i) the assigning Developer shall notify all parties of the proposed assignment and provide reasonable information to the parties regarding the proposed assignee and (ii) any potential assignee must reasonably demonstrate to the CITY's satisfaction that the proposed assignee has the financial ability and experience to fulfill the assigning Developer's obligations under this Agreement. Any Developer may assign this Agreement to an Affiliate, with notice to the other parties hereto. As used herein, the term "Affiliate" means any person, entity or organization as to which any Developer has a controlling interest. As used herein, "controlling interest" means the right to control the management decisions of such person or entity, whether by contract or otherwise.

14. Time of the Essence. Time is of the essence of this Agreement.

15. Construction. Captions on sections and subsections are provided for convenience only and shall not be deemed to limit, amend or affect the meaning of the provision(s) to which they pertain.

16. No Joint Venture or Partnership. Nothing in this Agreement or in any document executed in connection with this Agreement shall be construed as creating a joint venture, partnership, or any agency relationship between CITY and a DEVELOPER or all Developers.

17. Waiver. No waiver of any provision of this Agreement shall be effective unless such waiver is in writing and signed by a duly authorized representative of the party against whom enforcement is sought.

18. Table of Exhibits. The following exhibits are attached hereto and made a part hereof:

Exhibit A: Discharge Capacities, Project Costs, Reimbursements, Developer's Share and Land Returned to Developers

In witness whereof, the City of Lathrop and River Islands have executed this Agreement as of the date or dates set forth below.

ATTEST:

CITY OF LATHROP, a Municipal Corporation of the State of California

BY: _____
Teresa Vargas
City Clerk

BY: _____
Stephen J. Salvatore
City Manager

Dated: _____

APPROVED AS TO FORM:

River Islands Development, LLC

BY: _____
Salvador V. Navarrete
City Attorney

BY: Susan Dell'Osso
Its: President

Dated: _____

Dated: _____

EXHIBIT A

Surface Water Discharge Capacity Allocated

River Islands	65.25%	2,843,719.	gpd
Saybrook CLSP, LLC.	9.8%	427,255.	gpd
Richland (Crossroads)	7.6%	330,000.	gpd
City of Lathrop	17.4%	756,750.	gpd
Total Capacity	100 %	4,357,724.	gpd

Project Estimated Costs

1) Permitting		\$700,000.	
2) CEQA		\$650,000.	
3) Improvements at the CTF		\$ 3,620,000.	7/13/21 Low Bid
4) Construction of a pipeline to the river		\$ 3,382,000.	7/13/21 Low Bid
5) Design, construction management, etc.		\$ 2,255,040.	Revised based on bids
6) Contingency (10%)		\$ 1,060,704.	Revised to 10% on bids
7) Reimbursements		\$ 6,515,399.	
Total Estimated Project Cost		\$18,183,143.	Total with bids

Credits Due for Advance Funding of Consultant Work awarded by City

River Islands: Robertson-Bryan contract	\$74,939.	Contract awarded Jan 14, 2019
River Islands Ascent Environmental	\$91,287	Contract awarded June 10, 2019
Total Credits	\$166,226	

Reimbursements Due

River Islands Pond S5	\$1,001,800.	(pond not returned to RI)
Pond S16	\$4,083,716.	(pond not returned to RI)
RW Pipe to S16	\$ 886,000.	
LOF Pipe/land for Project	\$ 90,133.	(pipeline not returned to RI)
Total RI Reimbursement	\$6,061,649.	
City Pipeline for Project	\$ 453,750.	
Total Reimbursements	\$6,515,399	

Developer's Share of Project Costs

River Islands	65.2%	\$11,865,770.
Saybrook CLSP, LLC.	9.8%	\$1,782,774.
Richland (Crossroads)	7.6%	\$1,376,966.
City of Lathrop	17.4%	\$3,157,633.
Total Project Costs	100 %	\$18,183,143

River Islands Cash Due

\$11,865,770.	River Islands share of Project
-\$6,061,649.	River Islands Reimbursements Due
- \$166,226.	River Islands Credit for Advance Funding of Studies
\$5,637,895.	River Islands Cash Due to Build Project

(Note that a portion of this cash may be provided via a release of spray field guarantees such as the \$472,500 for LAA A32)

Lands Owned in Fee by City to be Returned to Developers and City

	<u>LLA/Pond</u>	<u>Acres</u>	
River Islands			(LAA = land application area)
	LAA A35	50	(includes A35, A35b and A35c)
Saybrook	Pond S28	8	
	LLA A36	29	
	LLA A37	38	
	Pond S29	0	(former LAA, pond guaranteed but not yet built)
	LAA A37	10	(guaranteed but not yet built)
	LAA A38	9	(guaranteed but not yet built)
Richland	PB-1	23	(PB = Percolation Basin)
City of Lathrop	LAA A19	20	(acquired/designed but not yet built)
Total Land to be Returned		187 Acres	

Lands Optioned by City to be Returned to River Islands via termination of the Sprayfield Agreement

	<u>LLA/Pond</u>	<u>Acres</u>	
River Islands	LAA A28	10	
	LAA A30	35	
	LAA A31	95	
	LAA A34	48	
	LAA A32	27	(\$472,500 guaranteed but not yet built)
Total Option Land to be Returned		215 Acres	

PROJECT FUNDING AGREEMENT

By and Among the City of Lathrop, California, a Municipal Corporation
and
Saybrook CLSP, LLC, a Delaware limited liability company
for
The City's Project Costs Related to the
Surface Water Discharge Project CIP WW 20-17

This Project Funding Agreement (the "Agreement") is made and entered into this ____ day of _____ 2021 ("Effective Date"), , by and between the CITY OF LATHROP, a municipal corporation (hereinafter "CITY") and Saybrook CLSP, LLC, a Delaware limited liability company (hereinafter "DEVELOPER"). The three developers listed in Exhibit A and CITY are referred to herein, individually as "PARTICIPANT, and collectively as the "PARTICIPANTS". The Effective Date shall be the date upon which the City Council approves the Agreement.

RECITALS

- A. CITY currently operates the Lathrop Consolidated Treatment Facility (LCTF). CITY and DEVELOPER and PARTICIPANTS, set forth in Exhibit A, desire to modify the LCTF and to construct a pipeline to dispose of highly treated effluent ("Recycled Water") from the LCTF via a surface water discharge to the San Joaquin River (the "River"). This will require acquisition of a National Pollutant Discharge Elimination System ("NPDES") permit from the Central Valley Regional Water Quality Control Board ("CVRWQCB") plus permits from several other State of California and Federal agencies to construct the pipeline.
- B. CITY currently possesses discharge permits with CVRWQCB for the LCTF that requires recycled water to be disposed of on land for agricultural purposes, or as irrigation of urban landscaping (medians and side street landscaping). At buildout of CITY, the ponds required to hold this recycled water during the winter, and lands required to dispose of the effluent, would cover roughly 1,500 acres of potential development land at a cost of over \$200 million.
- C. The Surface Water Discharge Project is designed to deliver recycled water to the River and includes design, construction and permitting of improvements at the LCTF to de-chlorinate the recycled water, a pipeline from the LCTF to and over the River levee, and an outfall structure to be built within the River, all included as CIP WW 20-17, and to modify the waste discharge permit to allow specific ponds and spray fields to be released and used for development purposes as described in Recital L, M and NE. below (the "Project").
- D. As a condition of receiving the NPDES permit, the RWQCB will require CITY to maximize use of recycled water for urban irrigation, including parks and street landscaping. The Project costs therefore include the cost of permanent storage ponds to allow the recycled water system to operate when the CITY is built-out.
- E. The Project includes purchasing two ponds from River Islands Development, LLC ("River Islands") that would otherwise have been returned to River Islands under the right of reverter included in the deeds originally dedicating the property to CITY. Of the seven existing storage ponds currently available to CITY for storage of recycled

water, the two River Island ponds to remain are in locations most useful to the recycled water system and are located in portions of the City where the development land value is lowest.

- F. River Islands has agreed to accept \$6,061,649 in reimbursement and fee credit for its ponds, pump stations and pipeline as a credit toward River Islands pro rata share of the Project. In addition, once the Project Costs (as defined below) have been paid by DEVELOPER in accordance with Exhibit A, then DEVELOPER shall not pay any future wastewater disposal fees or charges towards the Project on future building permits.
- G. CITY, with funding from CITY sewer connection fees, contracted for the design and permitting of the Project. The consultant cost for this preliminary work (approximately \$2,049,448 to date) is part of the total funding obligation of all stakeholders participating in the Project, but is considered a credit to the City toward the total City responsibility for this Project.
- H. DEVELOPER, as well as the PARTICIPANTS who have requested capacity in the Project, is required to fund their pro-rata share of the design, permitting, program management, CEQA preparation and construction as detailed in attached Exhibit "A" ("Project Costs") and under the terms and conditions of this Agreement. This funding commitment may also include funds or bonds that were deposited to CITY to guarantee construction of sprayfields and ponds that would be deemed unnecessary by CITY once the Project is commissioned and recycled water discharged to the San Joaquin River, assuming DEVELOPER agrees to commit these funds to the Project. Any change in the Project Costs will require the immediate notification to all of the PARTICIPANTS.
- I. At the City's request, River Islands funded two City contracts when work on the Surface Water Discharge Project began in 2019, including \$74,939 for a contract between the City and Robertson-Bryan, Inc (RBI) on January 14, 2019, plus \$91,287 for a contract between the City and Ascent Environmental on June 10, 2019, and these funds were understood to be treated as a credit toward River Islands share of Project Costs.
- J. Estimated Project Costs shown in Exhibit A will be incurred to provide design and construction for the Project to serve the CITY at buildout.
- K. PARTICIPANTS full payment of PARTICIPANTS proportionate Project Costs will be due within 10 days after CITY award of the construction contracts for the Project. If any PARTICIPANT prefunds costs prior to the deadline for full payment for all the Project Costs, PARTICIPANTS prefunded contribution will be credited to their share of the total Project Costs. If any PARTICIPANT fails to provide the funds required in their Project Funding Agreement within the 10-day time limit, the cost of that PARTICIPANT's share will be immediately increased by adding 20% to the cost, plus an additional 10% per year for the time between the 10-day time limit and the date the full payment is made, unless an alternative payment schedule is agreed upon between the City and the PARTICIPANT.
- L. The Project and estimated Project Costs include the costs to modify the CVRWQCB waste discharge permit to allow their spray fields and ponds to cease being used by the City and returned to them pursuant to the right of reverter contained in the deeds

originally dedicating the property to the CITY, along with the land they sit upon, as detailed in this Agreement.

- M. DEVELOPER executed various grant deeds (as Grantor) to benefit the CITY (as Grantee) which states in part in Section 3(c):

“c. because Grantor is participating in and has paid their fair share of some other alternative effort to lawfully dispose and/or store recycled water to allow replacement of the portion of the Spray Field and/or Storage Pond Property, including but not limited to a replacement pond or spray field, approved river discharge, or a regional effort, and that effort has resulted in a fully City and RWQCB approved substitution of the portion of disposal or storage capacity being requested for release”

- N. In accordance with the grant deed, once the DEVELOPER pays the share of Project Costs, the Project is constructed, CITY has been given approval to operate the Project by CVRWQCB, and the CVRWQCB waste discharge permit has been amended to remove the need for storage ponds and spray fields as noted in Exhibit A, and allowing the ponds and spray fields to be used for development purposes, the CITY:

- a. Will deed the parcels noted in Exhibit A to the DEVELOPER that deeded the land to the CITY. The exception is the two ponds retained by the CITY that are part of the Project; and
- b. Acknowledge and take action under the Subdivision Improvement Agreement for Tract 4017, dated January 11, 2021, necessary to release the DEVELOPER’S obligation therein as it relates to the Project in satisfaction of a portion of the “Offsite Improvements” (as defined in therein).

- O. CITY will make sewer disposal capacity available to DEVELOPER in the Project at the capacity identified in Exhibit “A” provided DEVELOPER fulfills all terms and conditions of, and pays its proportionate share of Project Costs.

- P. Any costs required to remove constructed facilities on sprayfields or storage ponds to be returned by CITY to DEVELOPER will be paid solely by DEVELOPER. Property will be returned “As Is”.

- Q. Following construction of the Project, a capital facility fee will be created to recover consultant costs incurred by CITY for this preliminary work, and the construction and permitting costs funded by CITY, but shall not apply to DEVELOPER as it has paid the share of Project Costs under this Agreement, to the extent DEVELOPER purchased and assigns disposal capacity in the Project that covers the building permit.

- R. Exhibit “A” includes the low bid costs, a portion of the Project Costs, received by the CITY on July 13, 2021.

NOW THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, CITY and DEVELOPER hereby agree as follows:

AGREEMENT

1. Incorporation of Recitals. The parties agree that the foregoing Recitals are true and correct, and are incorporated as a part of this Agreement as if set forth in full herein.
2. Pro Rata Share.
 - a. DEVELOPER agrees to provide One Million Seven Hundred Ninety Four Thousand Eight Hundred Fifty Four Dollars (\$1,794,854) to CITY as its pro-rata share of the total Project Costs ("**Project Costs**") as detailed in Exhibit "A". This amount must be provided prior to but no later than 10 days after the City awards the construction contract for the Project.
 - i. Construction timing is critical, and cannot be delayed due to nonpayment by any Developer. If any PARTICIPANT fails to contribute its entire pro-rata share of Project Costs set forth in this Project Funding Agreement within ten (10) days after the CITY awards the construction contract for the Project, then (A) CITY shall advance the non-contributing PARTICIPANTS portion of Project Costs, and (B) the non-contributing PARTICIPANTS portion of the Project Costs will be immediately increased by 20% of the Cost in this Agreement, plus an additional 10% per year of delay from the date ten (10) days after the CITY awards the construction contract for the Project to the date the full, increased by 20% share is paid to City, and (such non-contributing PARTICIPANTS discharge capacity allocation shall not be available until such non-contributing PARTICIPANTS portion of Project Costs is paid in full. The result will be that non-contributing PARTICIPANTS shall continue to be responsible to provide storage and disposal capacity for their Surface Water Discharge Capacity Allocated as identified in Exhibit "A" and the "Land Returned to Developers" identified in Exhibit "A" shall be retained by the CITY until such time as their portion of Project Costs are paid in full.
3. Final Accounting.
 - a. CITY shall provide a draft final accounting of all construction costs incurred by CITY in connection with the Project (the "Final Accounting") to DEVELOPER not later than 90 days after final completion and CITY acceptance of the Project. DEVELOPER acknowledges that the Final Accounting may include costs that exceed the Project Costs ("**Excess Costs**") City shall outline with specificity in the Excess Costs explanation any deviation from Project Costs.
 - b. DEVELOPER shall have the right to review and approve the Final Accounting, which review and approval shall be provided, if at all, within 10 business days after DEVELOPERS' receipt of the Final Accounting. If any PARTICIPANT has not timely provided its written approval or comments, if any, then such PARTICIPANT shall be deemed to have approved the Final Accounting. Subject to the foregoing, CITY and PARTICIPANTS will work together to resolve any disputes raised regarding the draft Final Accounting prior to it becoming final.
 - c. Once all PARTICIPANTS approve, or fail to timely provide its review and approval of the Final Accounting, (A) CITY shall notify all PARTICIPANTS of such Final Accounting ("**Notice of Approval of Final Accounting**") and (B) all PARTICIPANTS shall pay their respective share of any "Excess Costs" as set forth in the Final Accounting within thirty (30) days after receipt of the Notice of Approval of Final Accounting. The Notice of Approval of Final Accounting shall attach the approved Final Accounting, the parties' final allocations of the Excess Costs applicable to each PARTICIPANT.

- d. If any PARTICIPANT fails to contribute its share of Excess Costs set forth in the Final Accounting within thirty (30) days after receipt of the Notice of Approval of Final Accounting, then, similar to Section 2 (a)(i) above, CITY shall advance the non-contributing PARTICIPANTS portion of Excess Costs, and such non-contributing PARTICIPANTS discharge capacity allocation shall not be available until such non-contributing PARTICIPANT'S portion of Excess Costs is paid in full. The result will be that non-contributing PARTICIPANTS shall continue to be responsible to provide storage and disposal capacity for their Surface Water Discharge Capacity Allocated as identified in Exhibit "A" and their "Land Returned to Developers" identified in Exhibit "A" shall be retained by the City until such time as their portion of Excess Costs are paid in full.
- e. To the extent that the approved Final Accounting illustrates cost savings (e.g. the Project was constructed for less than the Project Costs), CITY shall reimburse to each PARTICIPANT its pro rata share of such cost savings within thirty (30) days after CITY'S issuance of the Notice of Approval of Final Accounting.

4. Default.

a. If any party materially breaches or fails to comply with any of its obligations under this Agreement, such breaching party shall have thirty (30) days after receipt of written notice of breach from a non-defaulting party (the "**Breach Notice**") to cure such breach or noncompliance (as such period may be extended as set forth below, the "**Cure Period**"). If such breaching party does not cure such breach or noncompliance within the Cure Period, it shall be deemed in default ("**Default**") under this Agreement; provided, however, that if the nature of the breach or noncompliance reasonably requires more than thirty (30) days to cure, the breaching party shall not be in Default under this Agreement so long as the breaching party commences such cure within the Cure Period and diligently prosecutes such cure, and provided further that the Breach Notice shall set forth in reasonable detail the nature of the breach, noncompliance or default, as the case may be. The party sending the Breach Notice shall provide a copy to all parties hereunder.

b. Subject to the provisions of Section 4(c) below, upon a Default pursuant to Section 4(a), the parties shall first mediate the dispute in good faith using a mutually acceptable mediator, which mediation shall be scheduled and concluded not later than 60 days after expiration of the Cure Period. The mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Claims, controversies or disputes not resolved by mediation shall be decided by binding arbitration unless the parties mutually agree otherwise. Arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other parties to this Agreement and the American Arbitration Association. Notwithstanding the foregoing, any party may seek injunctive or other immediate equitable relief, if applicable, in a court of law, pending resolution of the dispute through mediation or arbitration.

c. Notwithstanding the foregoing, in the event of a payment default hereunder that is not cured within ten (10) business days after any PARTICIPANTS receipt of a Breach Notice from CITY, (i) CITY may immediately suspend such PARTICIPANTS ability to use its discharge capacity and (ii) CITY may sell such PARTICIPANTS discharge capacity to repay PARTICIPANTS that funded the Project Costs

5. Counterparts. This Agreement may be executed in counterparts, including electronic (pdf) and facsimile counterparts, each of which shall be considered an original and all of which together shall be considered the same document.

6. Advice of Counsel. Each of the parties has received the advice of legal counsel prior to signing this Agreement. Each party acknowledges no other party or agent or attorney has made a promise, representation, or warranty whatsoever, express or implied, not contained herein concerning the subject matter herein to induce another party to execute this Agreement. The parties agree no provision or provisions may be subject to any rules of construction based upon any party being considered the party drafting this Agreement.

7. Governing Law. The validity, interpretation and effect of this Agreement are governed by and shall be construed in accordance with the laws of the State of California.

8. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable but the remainder of the Agreement can be enforced without failure of material consideration to any party, then this Agreement shall not be affected and it shall remain in full force and effect. If, however, the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, all parties shall meet and negotiate in good faith not less frequently than every ten (10) days and formulate new terms that substitute the stricken clause with other provisions that provide substantially similar terms as the stricken clause. If the parties are unable to agree, then the parties shall resolve the issues through mediation as set forth in Section 11.b.

9. Authorization. Without any personal liability therefor, each person executing this Agreement on behalf of the applicable party hereto warrants that (i) such party is duly organized and existing, (ii) such person has been duly authorized to execute and deliver this Agreement on behalf of the applicable party, (iii) the execution of this Agreement by such person shall bind the applicable party to the terms of this Agreement, and (iv) to such person's knowledge, the execution of this Agreement does not violate any agreement as to which such party is bound. CITY represents and warrants that CITY has obtained any necessary approvals to execute this Agreement and be bound by the terms hereof.

10. Other Agreements Not Affected. This Agreement constitutes the entire agreement between the parties hereto with respect to the Project Costs and supersedes all prior understandings or agreements with respect to the subject matter hereof. This Agreement may be modified only by specific reference describing a mutual intent and agreement to amend this Agreement in written documents signed by all parties hereto.

11. Notices. All notices which are allowed or required to be given hereunder shall be in writing and (i) shall be deemed given and received when personally delivered or (ii) shall be deemed given when the same are deposited in the United States Mail, with sufficient postage prepaid, to be sent by registered or certified mail or overnight mail service, addressed to the designated person by one party to another in writing, and shall be deemed received on the fourth business day after such mailing. Any notice shall be given to all of the following:

CITY

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330
Attn. City Manager

With a copy to:
City of Lathrop

390 Towne Centre Drive
65134.00001\34319375.1

DEVELOPER

Saybrook CLSP, LLC
303 Twin Dolphin Drive
Suite 600
Redwood Shores, CA 94065

Attn: Jeff Wilson

With a copy to:
Best and Krieger

Lathrop, CA 95330
Attn: City Attorney

300 South Grand Avenue
25th Floor
Los Angeles, CA 90071
Attn: Seth Merewitz, Esq.

12. Further Assurances. The parties agree to perform such further acts and to execute and deliver such further instruments as are reasonably necessary to accomplish the intent and purpose of this Agreement.

13. Assignment and Transfer. This Agreement shall inure to the benefit of and bind the successors and permitted assigns of the parties. Except for an assignment to an Affiliate (defined below) of a PARTICIPANT, no PARTICIPANT may assign this Agreement without the prior written consent of CITY, which shall not be unreasonably withheld, conditioned or delayed. Without limiting the foregoing, prior to any PARTICIPANT assignment, (i) the assigning PARTICIPANT shall notify all parties of the proposed assignment and provide reasonable information to the parties regarding the proposed assignee and (ii) any potential assignee must reasonably demonstrate to the CITY's satisfaction that the proposed assignee has the financial ability and experience to fulfill the assigning PARTICIPANTS obligations under this Agreement. Any PARTICIPANT may assign this Agreement to an Affiliate, with notice to the other parties hereto. As used herein, the term "Affiliate" means any person, entity or organization as to which any PARTICIPANT has a controlling interest. As used herein, "controlling interest" means the right to control the management decisions of such person or entity, whether by contract or otherwise.

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PARTICIPANTS Share and Land Returned to PARTICIPANTS

In witness whereof, the City of Lathrop and DEVELOPER have executed this Agreement as of the date or dates set forth below.

ATTEST:

CITY OF LATHROP, a Municipal Corporation of the State of California

BY: _____
Teresa Vargas
City Clerk

BY: _____
Stephen J. Salvatore
City Manager

Dated: _____

APPROVED AS TO FORM:

SAYBROOK CLSP, LLC, a Delaware limited liability company

BY: _____
Salvador V. Navarrete
City Attorney

BY: Saybrook Fund Investors, LLC
Its: Managing Member

Dated: _____

By: _____

Name: Jeffrey M. Wilson

Its: Officer

Dated: _____

EXHIBIT A

Surface Water Discharge Capacity Allocated

River Islands	65.2%	2,843,719.	gpd
Saybrook CLSP, LLC.	9.8%	427,255	gpd
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City of Lathrop	17.4%	756,750.	gpd
Total	100 %	4,357,724.	gpd

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1) Permitting	\$700,000.	
2) CEQA	\$650,000.	
3) Improvements at the CTF	\$ 3,620,000.	7/13/21 Low Bid
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Total Credits	\$166,226	

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Total RI Reimbursement	\$6,061,649.	
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Total Reimbursements	\$6,515,399	

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Total Project Costs	100 %	\$18,183,143

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- \$166,226.	River Islands Credit for Advance Funding of Studies
\$5,637,895.	River Islands Cash Due to Build Project

Lands Returned to PARTICIPANTS

	<u>LLA/Pond</u>	<u>Acres</u>		
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	LAA A30	35		
	LAA A31	95		
	LAA A34	48		
	LAA A35	50		(includes A35, A35b and A35c)
	LAA A32	27		(guaranteed but not yet built)
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	LLA A36	29		
	LLA A37	38		
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	LAA A37	10	(guaranteed but not yet built)	
	LAA A38	9	(guaranteed but not yet built)	
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City of Lathrop	LAA Axx	20	(acquired/designed but not yet built)	
Total Land to be Returned		402	Acres	

PROJECT FUNDING AGREEMENT

By and Among the City of Lathrop, California, a Municipal Corporation
and
Richland Crossroads, L.P.
for
The City's Project Costs Related to the
Surface Water Discharge Project CIP WW 20-17

This Project Funding Agreement (the "Agreement") is made and entered into this ___ day of _____ 2021 ("Execution Date"), by and between the CITY OF LATHROP, a municipal corporation (hereinafter "CITY") and Richland Crossroads, L.P., a California limited partnership (hereinafter "DEVELOPER"). The three developers listed in Exhibit A and CITY are referred to herein, individually as "party" or "Developer", and collectively as the "parties." The Effective Date shall be the date upon which all of the Developers execute this same form of agreement.

RECITALS

- A. CITY currently operates the Lathrop Consolidated Treatment Facility ("LCTF"). CITY and DEVELOPER and other developers, set forth in Exhibit "A" ("Project Costs"), desire to modify the LCTF and to construct a pipeline to dispose of highly treated effluent ("Recycled Water") from the LCTF via a surface water discharge to the San Joaquin River (the "River"). This will require acquisition of a National Pollutant Discharge Elimination System ("NPDES") permit from the Central Valley Regional Water Quality Control Board ("CVRWQCB") plus permits from several other State of California and Federal agencies to construct the pipeline.
- B. CITY currently possesses discharge permits with the CVRWQCB for the LCTF that requires recycled water to be disposed of on land for agricultural purposes, or as irrigation of urban landscaping (medians and side street landscaping). At buildout of CITY, the ponds required to hold this recycled water during the winter, and lands required to dispose of the effluent, would cover roughly 1,500 acres of potential development land at a cost of over \$200 million.
- C. The Surface Water Discharge Project CIP WW 20-17 (the "Project") is designed to deliver recycled water to the River and includes construction of improvements at the LCTF to de-chlorinate the recycled water, construction of a pipeline from the LCTF to and over the River levee, and construction of an outfall structure to be built within the River.
- D. As a condition of receiving the NPDES permit, the RWQCB will require CITY to maximize use of recycled water for urban irrigation, including parks and street landscaping. The Project costs therefore include the cost of permanent storage ponds to allow the recycled water system to operate when the city is built-out.
- E. The Project includes purchasing two ponds from River Islands Development, LLC ("River Islands") that would otherwise have been returned to River Islands under the right of

reverter included in the deeds originally dedicating the property to CITY. Of the seven existing storage ponds currently available to CITY for storage of recycled water, the two River Island ponds are in locations most useful to the recycled water system and are located in portions of the City where the development land value is lowest.

- F. River Islands has agreed to accept the \$6.1 million in reimbursement and fee credit for its ponds, pump stations and pipeline as a credit toward River Islands pro rata share of the Project. Accordingly, River Islands shall not pay any future wastewater disposal fees or charges towards the Project on future building permits. In addition, once the Project Costs (as defined below) have been paid by DEVELOPER in accordance with Exhibit A, then DEVELOPER shall not pay any future wastewater disposal fees or charges towards the Project on future building permits, to the extent DEVELOPER acquires and retains surface water discharge disposal capacity with this agreement.
- G. CITY, with funding from CITY sewer connection fees, contracted for the design and permitting of the Project. The consultant cost for this preliminary work (approximately \$2,049,448 to date) is part of the total funding obligation of all stakeholders participating in the Project.
- H. DEVELOPER, as well as the other stakeholders who have requested capacity in the Project, is required to fund their pro-rata share of the design, permitting, program management, CEQA preparation and construction as detailed in the attached Exhibit "A" and under the terms and conditions of this Agreement. This funding commitment may also include funds that were deposited to CITY to guarantee construction of sprayfields and ponds that would be deemed unnecessary by CITY once the Project is commissioned and recycled water discharged to the San Joaquin River, assuming DEVELOPER agrees to commit these funds to the Project.
- I. At the City's request, River Islands funded two City contracts when work on the Surface Water Discharge Project began in 2019, including \$74,939 for a contract between the City and Robertson-Bryan, Inc (RBI) on January 14, 2019, plus \$91,287 for a contract between the City and Ascent Environmental on June 10, 2019, and these funds were understood to be treated as a credit toward River Islands share of Project Costs.
- J. Estimated Project Costs shown in Exhibit A will be incurred to provide design and construction for the Project to serve the City at buildout.
- K. DEVELOPER's full payment of DEVELOPER's proportionate Project Costs will be due within 10 days after CITY award of the construction contracts for the Project. If any developer prefunds costs prior to the deadline for full payment for all the Project Costs, DEVELOPER's prefunded contribution will be credited to their share of the total Project Costs. If any PARTICIPANT fails to provide the funds required in their Project Funding Agreement within the 10-day time limit, the cost of that PARTICIPANT's share will be immediately increased by adding 20% to the cost, plus an additional 10% per year for the time between the 10-day time limit and the date the full payment is made, unless an alternative payment schedule is agreed upon between the City and the PARTICIPANT.

- L. The estimated Project Costs include the individual developer's costs to modify the CVRWQCB waste discharge permit to allow their sprayfields and ponds or percolation pond to cease being used by the City and returned to them pursuant to the right of reverter contained in the deeds originally dedicating the property to the City.
- M. Once DEVELOPER pays the share of Project Costs, the Project is constructed, CITY has been given approval to operate the Project by CVRWQCB, and the CVRWQCB waste discharge permit has been amended to remove the need for storage ponds and spray fields as noted in Exhibit A, and allowing the ponds and spray fields to be used for development purposes, the City:
 - a. Will deed the parcels noted in Exhibit A to the Developer that deeded the land to the City. The exception is the ponds retained by the City that are part of the Project; and
- N. CITY will make sewer disposal capacity available to DEVELOPER in the Project at the capacity identified in Exhibit "A" provided DEVELOPER fulfills all terms and conditions of, pays its proportionate share of Project Costs.
- O. Any costs required to remove constructed facilities on sprayfields or storage ponds to be returned by CITY to DEVELOPER will be paid solely by DEVELOPER. Property will be returned "As Is".
- P. Following construction of the Project, a capital facility fee will be created to recover costs incurred by CITY in consultant cost for this preliminary work and in the construction costs funded by CITY, but shall not apply to DEVELOPER as they have paid their share of Project Costs under this Agreement.
- Q. Exhibit A includes the low bid costs received by the City on July 13, 2021, as highlighted in that Exhibit.

NOW THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, CITY and DEVELOPER hereby agree as follows:

AGREEMENT

1. Incorporation of Recitals. The parties agree that the foregoing Recitals are true and correct, and are incorporated as a part of this Agreement as if set forth in full herein.
2. Pro Rata Share.
 - a. DEVELOPER agrees to provide One Million Three Hundred Seventy-five Thousand Nine Hundred Fifty Two Dollars (\$1,375,952) to CITY as their pro-rata share of the total Project Costs as detailed in Exhibit "A". This amount must be provided prior to but no later than 10 days after the City awards the construction contract for the Project.
 - (i) Construction timing is critical, and cannot be delayed due to nonpayment by any Developer. If any Developer fails to contribute its entire pro-rata share of Project

Costs set forth in these Funding Agreements within ten (10) days after the City awards the construction contract for the Project, or other such timeline as may be agreed to between CITY and Developer, then (A) CITY shall advance the non-contributing Developer's portion of Project Costs, and (B)) the non-contributing PARTICIPANTS portion of the Project Costs will be immediately increased by 20% of the Cost in this Agreement, plus an additional 10% per year of delay from the date ten (10) days after the CITY awards the construction contract for the Project to the date the full, increased by 20% share is paid to City, and (C) such non-contributing Developer's discharge capacity allocation shall not be available until such non-contributing Developer's portion of Project Costs is paid in full. The result will be that non-contributing Developers shall continue to be responsible to provide storage and disposal capacity for their Surface Water Discharge Capacity Allocated as identified in Exhibit A and their "Land Returned to Developers" identified in Exhibit A shall be retained by the City until such time as their portion of Project Costs are paid in full.

3. Final Accounting.

- a. CITY shall provide a draft final accounting of all construction costs incurred by CITY in connection with the Project (the "Final Accounting") to DEVELOPER not later than 90 days after final completion and CITY acceptance of the Project. DEVELOPER acknowledges that the Final Accounting may include costs that exceed the estimates ("Excess Costs").
- b. DEVELOPER shall have the right to review and approve the Final Accounting, which review and approval shall be provided, if at all, within 10 business days after DEVELOPERS' receipt of the Final Accounting. If any Developer has not timely provided its written approval or comments, if any, then such Developer shall be deemed to have approved the Final Accounting. Subject to the foregoing, CITY and Developers will work together to resolve any questions raised regarding the draft Final Accounting prior to it becoming final.
- c. Once all Developers approve the Final Accounting, (A) CITY shall notify all Developers of such agreement ("Notice of Approval of Final Accounting") and (B) all Developers shall pay their respective share of any "Excess Costs" as set forth in the Final Accounting within thirty (30) days after receipt of the Notice of Approval of Final Accounting. The Notice of Approval of Final Accounting shall attach the approved Final Accounting, the parties' final allocations of the Excess Costs applicable to each Developer.
- d. If any Developer fails to contribute its share of Excess Costs set forth in the Final Accounting within thirty (30) days after receipt of the Notice of Approval of Final Accounting, then, similar to Section 2 (a)(i) above, CITY shall advance the non-contributing Developer's portion of Excess Costs, and such non-contributing Developer's discharge capacity allocation shall not be available until such non-contributing Developer's portion of Excess Costs is paid in full. The result will be that non-contributing Developers shall continue to be responsible to provide storage and disposal capacity for their Surface Water Discharge Capacity Allocated as identified in Exhibit A and their "Land Returned to Developers" identified in Exhibit A shall be retained by the City until such time as their portion of Excess Costs are paid in full.

- e. To the extent that the approved Final Accounting illustrates cost savings (e.g. the Project was constructed for less than the Project Costs, CITY shall reimburse to each Developer its pro rata share of such cost savings within thirty (30) days after CITY'S issuance of the Notice of Approval of Final Accounting.
4. Default.
- a. If any party materially breaches or fails to comply with any of its obligations under this Agreement, such breaching party shall have thirty (30) days after receipt of written notice of breach from a non-defaulting party (the "Breach Notice") to cure such breach or noncompliance (as such period may be extended as set forth below, the "Cure Period"). If such breaching party does not cure such breach or noncompliance within the Cure Period, it shall be deemed in default ("Default") under this Agreement; provided, however, that if the nature of the breach or noncompliance reasonably requires more than thirty (30) days to cure, the breaching party shall not be in Default under this Agreement so long as the breaching party commences such cure within the Cure Period and diligently prosecutes such cure, and provided further that the Breach Notice shall set forth in reasonable detail the nature of the breach, noncompliance or default, as the case may be. The party sending the Breach Notice shall provide a copy to all parties hereunder.
 - b. Subject to the provisions of Section 4(c) below, upon a Default pursuant to Section 4(a), the parties shall first mediate the dispute in good faith using a mutually acceptable mediator, which mediation shall be scheduled and concluded not later than 60 days after expiration of the Cure Period. The mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Claims, controversies or disputes not resolved by mediation shall be decided by binding arbitration unless the parties mutually agree otherwise. Arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other parties to this Agreement and the American Arbitration Association. Notwithstanding the foregoing, any party may seek injunctive or other immediate equitable relief, if applicable, in a court of law, pending resolution of the dispute through mediation or arbitration.
 - c. Notwithstanding the foregoing, in the event of a payment default hereunder that is not cured within ten (10) business days after any DEVELOPER's receipt of a Breach Notice from CITY:
 - (i) CITY may immediately suspend such Developer's ability to use its discharge capacity; and
 - (ii) CITY may sell such Developer's discharge capacity to repay Developers that funded the Project Costs.
5. Counterparts. This Agreement may be executed in counterparts, including electronic (pdf) and facsimile counterparts, each of which shall be considered an original and all of which together shall be considered the same document.
6. Advice of Counsel. Each of the parties has received the advice of legal counsel prior to signing this Agreement. Each party acknowledges no other party or agent or attorney has made a promise, representation, or warranty whatsoever, express or implied, not contained herein concerning the

subject matter herein to induce another party to execute this Agreement. The parties agree no provision or provisions may be subject to any rules of construction based upon any party being considered the party drafting this Agreement.

7. Governing Law. The validity, interpretation and effect of this Agreement are governed by and shall be construed in accordance with the laws of the State of California.
8. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable but the remainder of the Agreement can be enforced without failure of material consideration to any party, then this Agreement shall not be affected and it shall remain in full force and effect. If, however, the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, all parties shall meet and negotiate in good faith not less frequently than every ten (10) days and formulate new terms that substitute the stricken clause with other provisions that provide substantially similar terms as the stricken clause. If the parties are unable to agree, then the parties shall resolve the issues through mediation as set forth in Section 11.b.
9. Authorization. Without any personal liability therefor, each person executing this Agreement on behalf of the applicable party hereto warrants that (i) such party is duly organized and existing, (ii) such person has been duly authorized to execute and deliver this Agreement on behalf of the applicable party, (iii) the execution of this Agreement by such person shall bind the applicable party to the terms of this Agreement, and (iv) to such person's knowledge, the execution of this Agreement does not violate any agreement as to which such party is bound. CITY represents and warrants that CITY has obtained any necessary approvals to execute this Agreement and be bound by the terms hereof.
10. Other Agreements Not Affected. This Agreement constitutes the entire agreement between the parties hereto with respect to the Project Costs and supersedes all prior understandings or agreements with respect to the subject matter hereof. This Agreement may be modified only by specific reference describing a mutual intent and agreement to amend this Agreement in written documents signed by all parties hereto.
11. Notices. All notices which are allowed or required to be given hereunder shall be in writing and (i) shall be deemed given and received when personally delivered or (ii) shall be deemed given when the same are deposited in the United States Mail, with sufficient postage prepaid, to be sent by registered or certified mail or overnight mail service, addressed to the designated person by one party to another in writing, and shall be deemed received on the fourth business day after such mailing. Any notice shall be given to all of the following:

CITY

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330
Attn. City Manager

DEVELOPER

Richland Crossroads, L.P.
3161 Michelson Drive, Suite 425
Irvine, CA 92612
Attn: Craig Cristina

With a copy to:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330
Attn: City Attorney

12. Further Assurances. The parties agree to perform such further acts and to execute and deliver such further instruments as are reasonably necessary to accomplish the intent and purpose of this Agreement.
13. Assignment and Transfer. This Agreement shall inure to the benefit of and bind the successors and permitted assigns of the parties. Except for an assignment to an Affiliate (defined below) of a Developer, no Developer may assign this Agreement without the prior written consent of CITY, which shall not be unreasonably withheld, conditioned or delayed. Without limiting the foregoing, prior to any Developer assignment, (i) the assigning Developer shall notify all parties of the proposed assignment and provide reasonable information to the parties regarding the proposed assignee and (ii) any potential assignee must reasonably demonstrate to the CITY's satisfaction that the proposed assignee has the financial ability and experience to fulfill the assigning Developer's obligations under this Agreement. Any Developer may assign this Agreement to an Affiliate, with notice to the other parties hereto. As used herein, the term "Affiliate" means any person, entity or organization as to which any Developer has a controlling interest. As used herein, "controlling interest" means the right to control the management decisions of such person or entity, whether by contract or otherwise.
14. Time of the Essence. Time is of the essence of this Agreement.
15. Construction. All parties have been represented by counsel in the preparation of this Agreement and no presumption or rule that ambiguity shall be construed against a drafting party shall apply to interpretation or enforcement hereof. Captions on sections and subsections are provided for convenience only and shall not be deemed to limit, amend or affect the meaning of the provision(s) to which they pertain.
16. No Joint Venture or Partnership. Nothing in this Agreement or in any document executed in connection with this Agreement shall be construed as creating a joint venture, partnership, or any agency relationship between CITY and a DEVELOPER or all Developers.
17. Waiver. No waiver of any provision of this Agreement shall be effective unless such waiver is in writing and signed by a duly authorized representative of the party against whom enforcement is sought.
18. Table of Exhibits. The following exhibits are attached hereto and made a part hereof:

Exhibit A: Discharge Capacities, Project Costs, Reimbursements, Developer's Share and Land Returned to Developers

In witness whereof, the CITY and DEVELOPER have executed this Agreement as of the date or dates set forth below.

CITY OF LATHROP, a Municipal Corporation of the State of California

BY: _____
Stephen J. Salvatore
City Manager

ATTEST:

BY: _____
Teresa Vargas
City Clerk

Dated: _____

APPROVED AS TO FORM:

BY: _____
Salvador V. Navarrete
City Attorney

Dated: _____

RICHLAND CROSSROADS, L.P.
a California limited partnership (DEVELOPER)

BY: _____
John Troutman
Vice President

Dated: _____

EXHIBIT A
(“Project Costs”)

Surface Water Discharge Capacity Allocated

River Islands	65.2%	2,843,719.	gpd
Lathrop Land Acq.	9.8%	427,255.	gpd
Richland (Crossroads)	7.6%	330,000.	gpd
City of Lathrop	17.4%	756,750.	gpd
Total	100 %	4,357,724.	gpd

Project ESTIMATED Costs

1) Permitting		\$700,000.	
2) CEQA		\$650,000.	
3) Improvements at the CTF		\$ 3,620,000.	7/13/21 Low Bid
4) Construction of a pipeline to the river		\$ 3,382,000.	7/13/21 Low Bid
5) Design, construction management, etc.		\$ 2,255,040.	Revised based on bids
6) Contingency (10%)		\$ 1,060,704.	Revised to 10% on bids
7) Reimbursements		\$ 6,515,399.	
Total Estimated Project Cost		\$18,183,143.	Total with bids

Credits Due for Advance Funding of Consultant Work awarded by City

River Islands: Robertson-Bryan contract	\$ 74,939.	Contract awarded Jan 14, 2019
River Islands: Ascent Environmental	\$ 91,287.	Contract awarded June 10, 2019
Total Credits	\$166,226.	

Reimbursements Due

River Islands	Pond S5	\$1,001,800.	(pond not returned to RI)
	Pond S16	\$4,083,716	(pond not returned to RI)
	RW Pipe to S16	\$ 886,000.	
	Pipeline/land for Project	\$ 90,133.	(pipeline not returned to RI)
	Total RI Reimbursement	\$6,061,649.	
City	Pipeline for Project	\$ 453,750.	
	Total Reimbursements	\$6,515,399.	

Developer's Share of Project Costs

River Islands	65.2%	\$11,865,770
Saybrook CLSP, LLC	9.8%	\$1,782,774
Richland (Crossroads)	7.6%	\$1,376,966
City of Lathrop	17.4%	\$3,157,633
Total Project Costs	100 %	\$18,183,143

River Islands Cash Due

\$11,865,770.	River Islands share of Project
-\$6,061,649.	River Islands Reimbursements Due
- \$166,226.	River Islands Credit for Advance Funding of Studies
\$5,637,895.	River Islands Cash Due to Build Project

Lands Returned to Developers

	<u>LLA/Pond</u>	<u>Acres</u>		
River Islands	LAA A28	10	(LAA = land application area)	
	LAA A30	35		
	LAA A31	95		
	LAA A34	48		
	LAA A35	50		(includes A35, A35b and A35c)
	LAA A32	27		(guaranteed but not yet built)
Lathrop Land Acq.	Pond S28	8		
	LLA A36	29		
	LLA A37	38		
	Pond S29	0	(former LAA, pond guaranteed but not yet built)	
	LAA A37	10	(guaranteed but not yet built)	
	LAA A38	9	(guaranteed but not yet built)	
Richland	PB-1	23	(PB = Percolation Basin)	
City of Lathrop	LAA Axx	20	(acquired/designed but not yet built)	
Total Land to be Returned		402 Acres		

ATTACHMENT E

CONSTRUCTION CONTRACT

This Contract, dated **September 13, 2021**, is entered into by and between the **City of Lathrop**, a municipal corporation of the State of California (City), and **Cushman Contracting Corporation** (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 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 the **SCTF Dechlorination Facility, CIP WW 20-17** (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 the construction of a dechlorination facility at the City's Consolidated Treatment Facility (CTF) including provision, installation and assembly of all pertinent equipment.

The work shall be **completed within 230 working days** following issuance of Notice to Proceed.

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 Total: \$ 3,620,000 (Three Million Six Hundred Twenty Thousand Dollars)

3. 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 Cushman Contracting Corporation on July 13, 2021. 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 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.
- 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 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 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;
 - (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.

To City: City of Lathrop
City Clerk
390 Towne Centre Drive
Lathrop, CA 95330

To City: 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

To Contractor: _____
Mailing Address: _____
Phone: _____
Email: _____
ATTN: _____

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 USC 1368), 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.
- (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 Packet

Certification of insurance, performance and payment bonds, and worker's compensation certification shall be furnished to the City by the Contractor after City Council's approval with resolution.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above stated in Lathrop, California.

CONTRACTOR:

By: _____

Name: _____

Title: _____

CITY OF LATHROP

APPROVED AS TO FORM:

By: _____
Salvador Navarrete, City Attorney

RECOMMENDED FOR APPROVAL:

By: _____
Michael King, Director of Public Works

APPROVED:

By: _____
Stephen J. Salvatore, City Manager

BID PROPOSAL FORMS

TO: City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

ATTENTION: City Clerk

FOR: CTF – Dechlorination Facility, CIP WW 20-17

THE UNDERSIGNED, AS BIDDER, HEREBY AGREES AND DECLARES THAT:

LEGAL COMPLIANCE

The only persons or parties interested in this Bid as Principals are those named herein; that this Bid is made without collusion with any other person, firm, partnership, corporation, or association; that he has carefully examined the location of the proposed work and the Construction Documents; and he proposes and agrees that if this Bid is accepted he will contract with the City of Lathrop, in the form of the Contract as set forth in the Construction Documents for said project, to provide all the necessary labor, services, materials, and equipment, and to do all the work and furnish all the materials; and that he will accept in full payment therefore the price as proposed in the following Bid Schedule.

SCHEDULE OF PRICES

All applicable permit fees, licensing costs, sales taxes, State, and/or Federal, and any other taxes, patent rights, or royalties are included in the prices quoted in the Bid. All blank spaces must be filled in.

BASIS OF AWARD

The basis for award of the contract will be the total price of the base bid. The City of Lathrop reserves the right to award the work contemplated by the Base Bid only, the Base Bid plus Bid Alternate 1, or none of the work.

ATTACHMENT A

CTF Dechlorination Facility, CIP WW 20-17

REVISED BASE BID SCHEDULE

BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED TOTAL
1	Mobilization, Bonds & Insurance	1	LS	419,500 ⁻	419,500 ⁻
2	Erosion & Sediment Control Plan provision / execution	1	LS	12,800 ⁻	12,800 ⁻
3	Tank excavation and backfill	1	LS	131,000 ⁻	131,000 ⁻
4	Concrete slab floors: tank, bldg., incl. any rat slabs	200	CY	1,115 ⁻	223,000 ⁻
5	Tank walls concrete	200	CY	2,404 ⁻	480,800 ⁻
6	Building C Roof	600	SF	151 ⁻	90,600 ⁻
7	16"-24" DIP w/ fittings installed	250	LF	927 ⁻	231,750 ⁻
8	16"-24" C905 PVC w/ fittings installed	700	LF	588 ⁻	411,600 ⁻
9	12" sch40 PVC highline installed	150	LF	350 ⁻	52,500 ⁻
10	Relocate 6" C900 RW pipe installed	80	LF	585 ⁻	46,800 ⁻
11	6" schedule 80 drain pipe installed	80	LF	550 ⁻	44,000 ⁻
12	New drain rock	1	LS	32,000 ⁻	32,000 ⁻
13	Buried service butterfly valves with stems	1	EA	33,600 ⁻	33,600 ⁻
14	Crossroads Basin A Liner Replacement	8,000	SF	7 ⁵⁰	60,000 ⁻
15	PCC Paving	1,600	SF	19 ⁵⁰	31,200 ⁻
16	Stormdrain Grading	1	LS	80,500 ⁻	80,500 ⁻
17	Automated hydraulic weir / sluice gates	4	EA	24,500 ⁻	98,000 ⁻
18	Small mixer / sample pumps	4	EA	9,200 ⁻	36,800 ⁻
19	Chemical injection skid	1	LS	22,000 ⁻	22,000 ⁻

ATTACHMENT A

20	Analyzer board systems	2	EA	30,500 ⁻	61,000 ⁻
21	Building Fan	1	LS	1,600 ⁻	1,600 ⁻
22	16" -18" stainless piping	120	LF	1,035 ⁻	124,200 ⁻
23	18" D.I. piping	25	LF	2,750 ⁻	68,750 ⁻
24	Chemical Tanks	2	EA	18,100 ⁻	36,200 ⁻
25	Miscellaneous small diameter piping and tubing	1	LS	79,000 ⁻	79,000 ⁻
26	Relocate existing digester perm tank	1	LS	17,200 ⁻	17,200 ⁻
27	Relocate existing stairs	1	LS	30,000 ⁻	30,000 ⁻
28	Beams, catwalks, guiderails and grating	1	LS	199,000 ⁻	199,000 ⁻
29	Fiberglass baffle wall panels	2,420	SF	66 ⁻	159,720 ⁻
30	18" flow meter to Crossroads	1	EA	15,500 ⁻	15,500 ⁻
31	Tank ultrasonic level instrumentation	1	EA	5,400 ⁻	5,400 ⁻
32	Level and pressure transducers	4	EA	1,350 ⁻	5,400 ⁻
33	Water quality instrumentation including transmitters	1	LS	5,400 ⁻	5,400 ⁻
34	Small yard electrical power	150	LF	61 ⁻	9,150 ⁻
35	120/240 VAC distribution panel	1	LS	3,000 ⁻	3,000 ⁻
36	Misc junction / pull / gutter boxes and disconnects	15	EA	180 ⁻	2,700 ⁻
37	Local conduit and wire	1	LS	253,000 ⁻	253,000 ⁻
38	Lighting / receptacles	1	LS	3,780 ⁻	3,780 ⁻
39	Miscellaneous Items Not Covered by Above Bid Items	1	LS	1,550 ⁻	1,550 ⁻

TOTAL BASE BID : 3,620,000⁻

TOTAL BASE BID IN WORDS : THREE MILLION SIX HUNDRED TWENTY THOUSAND DOLLARS

ATTACHMENT A

BID ALTERNATE 1

BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED TOTAL
1	Crossroads Basin C backfill	36,000	CY	45 ⁻	1,620,600 ⁻

TOTAL BID ALTERNATE 1: \$ 1,620,000⁻

TOTAL BID ALTERNATE 1 IN WORDS: ONE MILLION SIX HUNDRED TWENTY THOUSAND
DOLLARS ⁰⁰

SECTION 00300

CTF DECHLORINATION FACILITY
CIP WW 20-17

BID PROPOSAL FORMS

CTF Dechlorination Facility, CIP WW 20-17

BASE BID SCHEDULE

BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED TOTAL
1	Mobilization, Bonds & Insurance	1	LS		
2	Erosion & Sediment Control Plan provision / execution	1	LS		
3	Tank excavation and backfill	711	CY		
4	Concrete slab floors: tank, bldg	193	CY		
5	Tank walls concrete	199	CY		
6	Building C Roof	600	SF		
7	16"-24" DIP w/ fittings installed	250	LF		
8	16"-24" C905 PVC w/ fittings installed	700	LF		
9	12" sch40 PVC highline installed	150	LF		
10	Relocate 6" C900 RW pipe installed	80	LF		
11	6" schedule 80 drain pipe installed	80	LF		
12	New drain rock	1	LS		
13	Buried service butterfly valves with stems	1	EA		
14	Crossroads Basin A Liner Replacement	8,000	SF		
15	PCC Paving	1,600	SF		
16	Stormdrain Grading	741	CY		
17	Automated hydraulic weir / sluice gates	4	EA		
18	Small mixer / sample pumps	4	EA		
19	Chemical injection skid	1	LS		

Replaced by Add. A2 BC

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SECTION 00300

CTF DECHLORINATION FACILITY
CIP WW 20-17

BID PROPOSAL FORMS

20	Analyzer board systems	2	EA		
21	Building Fan	1	LS		
22	16" -18" stainless piping	120	LF		
23	18" D.I. piping	25	LF		
24	Chemical Tanks	2	EA		
25	Miscellaneous small diameter piping and tubing	300	LF		
26	Relocate existing digester perm tank	1	LS		
27	Relocate existing stairs	1	LS		
28	Beams, catwalks, guiderails and grating	1	LS		
29	Fiberglass baffle wall panels	2,420	SF		
30	18" flow meter to Crossroads	1	EA		
31	Tank ultrasonic level instrumentation	1	EA		
32	Level and pressure transducers	4	EA		
33	Water quality instrumentation including transmitters	1	LS		
34	Small yard electrical power	150	LF		
35	120/240 VAC distribution panel	1	LS		
36	Misc junction / pull / gutter boxes and disconnects	15	EA		
37	Local conduit and wire	1	LS		
38	Lighting / receptacles	1	LS		

TOTAL BASE BID : _____

TOTAL BASE BID IN WORDS : _____

Replaced by Add. #2 BC

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SECTION 00300

CTF DECHLORINATION FACILITY
CIP WW 20-17

BID PROPOSAL FORMS

BID ALTERNATE 1

BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED TOTAL
1	Crossroads Basin C backfill	36,000	CY		

TOTAL BID ALTERNATE 1: \$ _____

Replaced by Add. #2 BC

TOTAL BID ALTERNATE 1 IN WORDS: _____

BID SCHEDULE NOTES

The work shall include general civil, architectural, mechanical, structural, electrical, and control work shown in the construction documents.

Unless otherwise stated, all bid item costs shall include the Contractor's cost to procure and construct or install said bid item.

All work on this project will be coordinated with the City's Engineering, Public Works, and CTF Operational staff.

NOTE: PLC programming and integration, including SCADA integration, shall be performed by the City's consultant. The Contractor shall be responsible for landing the wiring of these instruments at the PLCs and calibration and programming of the instrumentation. The CONTRACTOR shall be responsible for the installation of all conduits, wires, and all required tags/identification. The CONTRACTOR shall also be responsible for the installation of the instruments and landing all field wiring to the instruments.

1. Repair of asphalt roads and PCC pavements along proposed utilities installation routes. Min " concrete over 8" AB;
2. General grading improvements, installation of new drain piping infrastructure to ESB sump, and relocation of existing 6" diameter recycled water main;
3. Temporarily install and demo high-lined MBR filtrate to the existing chlorine contact basin, including relocated static mixer and chlorine injection lines;
4. Relocate existing digester MBR permeate backpulse tank south of existing west chlorine contact tank, demolish heater disconnect switch adjacent to the tank.
5. Relocate aluminum staircase and landing east of the existing west chlorine contact basin as shown in the contract documents. Install temporary stairs for operations access during construction.

6. Provide New Multi-Level Center Raceway and East Chlorine Contact Basin

- a. Provide general excavation, grading, and cast-in-place construction of the new process structures as shown in the contract documents, including waterproofed structural connection to existing west chlorine contact structure.
- b. Provide and install new Fiberglass baffle walls
- c. Provide and install new Fiberglass or 316 stainless V notch weir on the outlet of the east chlorine contact basin
- d. Provide and install new 316 stainless catwalk for conduit routing with orange FRP grating
- e. Provide and install new mixers, sample pumps, automated weir gates with nappe level transducers, mud valvesupper instrument panel board, and other features as shown in the contract documents.
- f. Provide and install new discharge piping from center raceway to the east chlorine contact basin

7. Construction of New Yard Piping, Utilities, and Valving:

- a. Provide and install new MBR Filtrate Piping to Upper Raceway
- b. Provide and install new East Chlorine Contact Discharge to S5 including valve
- c. Provide and install new Drain Piping to ESB Sump
- d. Provide and install new SBS Chemical Fill
- e. Provide and install new Chlorine (Hypochlorite) Sleeves and Tubing
- f. Provide and install new SBS Sleeves and Tubing
- g. Provide and install new Sample Piping
- h. Provide and install new Dechlorination Piping to the Crossroads Pump Station including valves
- i. Dechlorination Piping Connections to Existing Crossroads Basins including valves
- j. Provide and install new Crossroads Pump Station Discharge Manifold and Connections to Existing LAS3 Piping and Proposed (see KPFF Plans) River Discharge Piping

SECTION 00300

CTF DECHLORINATION FACILITY
CIP WW 20-17

BID PROPOSAL FORMS

8. Construction of Dechlorination Building, complete with all architectural, structural, mechanical, HVAC, plumbing, and electrical elements:
 - a. Provide and install new 208VAC 3 Phase Power Service from Existing Phase 1 Building House Panel to New Dechlorination Building House Electrical Panel
 - b. Provide and install new SBS Chemical Storage Tanks
 - c. Provide and install new SBS Chemical Injection Pumps
 - d. Provide and install new SBS Chemical Containment Area with Drain and Valve
 - e. Provide and install new Exhaust Fan, Lighting, Receptacles
 - f. Provide and install new Floor Trench Drain
 - g. Provide and install new Lower Instrument Panel board with Instruments as Shown
 - h. Provide and install new Flow and Level Instrumentation.
9. Construction of Improvements to Existing West Chlorine Contact Basin
 - a. Removal of high-line piping and relocate existing discharge from the center raceway into the west chlorine contact basin to a lower elevation
 - b. Extend existing recycled water pump station suction line
 - c. Repair existing baffle walls as required
10. Construction of Improvements to Crossroads Recycled Water Pump Station:
 - a. Provide and install new Level and Water Quality Instruments with associated wiring
 - b. Demo Existing Portion of Piping Header, and provide and install new Piping Header with split discharges to LAS3 and the River
 - c. Provide and install new automated butterfly valves with associated wiring
11. Provide and Install Opening in the Existing Berm between Crossroads Basins A and C to allow for cooling of dechlorinated water through a portion of Basin C and Basin A prior to discharging to the river. Provide earthwork, re-lining, etc.
12. Installation of instrumentation and wiring and panels for new PLC and SCADA systems, including new fiber connection from PLC 1 and PLC 2 to be PLC 1 to PLC 3 to PLC 2 (new ring configuration).
13. Testing, commissioning, and startup of the new equipment and improved and expanded

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SECTION 00300

CTF DECHLORINATION FACILITY
CIP WW 20-17

BID PROPOSAL FORMS

process areas within the plant.

14. OPTIONAL BID ADDER 1: Grading in Crossroads Basin C as shown to fill and level Basin C to +/-17.5 elevation as shown in the contract documents.

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SECTION 00300

CTF DECHLORINATION FACILITY
CIP WW 20-17

BID PROPOSAL FORMS

INFORMATION REQUIRED OF BIDDER

The Bidder (Contractor) shall furnish the following information. This information is considered essential in enabling the Project Manager to determine if the Bidder is experienced in similar types of work and if the Bid is based on a careful study of methods applicable to the work and full realization of the various factors which may affect the progress of the work. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

BIDDER'S INFORMATION

- (1) Bidder's name and address:
Cushman Contracting Corporation
P.O. Box 147
Goleta, CA 93116-0147
- (2) Bidder's telephone number: (805) 964-8661
- (3) Bidder's fax number: (805) 967-6057
- (4) Bidder's Contractor's License (Class): A
 License No.: 1072807
 Expires: 11/31/23
- (5) Person who inspected site of proposed work for Contractor's firm:
 Name: Casoy Coelho Date of Inspection: 6/8/21
- (5) List 6 projects of a nature similar to this project:

Project	Contract Price	Name, Address and Telephone Number of Owner
Porterville WWTF Sludge Dewatering	3,954,986	City of Porterville, 291 N. Main St. Porterville, CA 93257 (559) 549-4589 / Daniel Cervantes
Clear Creek WWTP Biosolids Dewatering	5,830,446	City of Redding, 2200 Meta Rd. Redding, CA 96007 (530) 225-4532 / Don Chilton
Paso Robles WWTP Tertiary Treatment	10,396,110	City of Paso Robles, 1000 Spring St. Paso Robles, CA 93446 (805) 227-7200 / M.H. Thompson
Madera WWTP Rehabilitation	5,239,791	City of Madera, 205 West 4th Street, Madera, CA 93637 (559) 661-5429 / Frank Holquin
Tapia Water Reclamation Facility Air Upgrades	3,601,959	Las Virgenes Municipal Water District 9232 Las Virgenes Rd, Calabasas, CA 91302 (818) 251-2192 / Eric Schizeter
Ventura Water Reclamation Fac. Digester Improve.	7,580,722	City of San Buenaventura, 501 Pol. St. Ventura, CA 93002 (805) 677-3992 / Ron Herbst

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SECTION 00300

CTF DECHLORINATION FACILITY
CIP WW 20-17

BID PROPOSAL FORMS

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. After the opening of bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of work to be performed with the words "and/or" will not be permitted. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection. Should the Contractor provide a bid that does not require a subcontractor, the Contractor shall note that on this page by writing "Not Applicable" in the list below.

<u>Work to be Performed</u>	<u>Subcontractor License Number</u>	<u>Percent of Total Contract</u>	<u>Subcontractor / Address / Phone</u>
1. <u>REBAR</u>	<u>218 839</u>	<u>2.3 %</u>	✓ <u>CARBON STEEL, ROSEVILLE CA</u>
2. <u>COATING</u>	<u>610 483</u>	<u>1.9 %</u>	✓ <u>E D THOMAS INC SACRAMENTO CA</u>
3. <u>GEO MEMBRANE LINER</u>	<u>733203</u>	<u>1.2 %</u>	✓ <u>DHE CONST. VISALIA CA</u>
4. <u>ELECTRICAL / TAUST</u>	<u>663 928</u>	<u>7.6 %</u>	✓ <u>AUL RAY ELECT THERMWOOD CA</u>
5. _____	_____	_____	_____
6. <u>EARTHWORK</u>	<u>683 849</u>	<u>18 %</u>	✓ <u>COZART BROS LIVERMORE CA</u>

Note: Attach additional sheets if required.

ADDENDA

Bidder certifies he reviewed ARC Stockton's Plan Well for addenda within 48 hours of bid opening and acknowledges receipt of the following addendum (addenda):

1 2 _____

Respectfully submitted,

7-12-21
Dated

Cushman Contracting Corporation
Legal Name of Firm

Blair Cushman
Signature of Authorized Representative
Blair Cushman
(Seal)

(If Bidder is a corporation, show State in which incorporated.)

California

The full names and post office addresses of all persons and parties interested in the foregoing Bid as principals are as follows:

(NOTICE): Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer, and Manager, and in case of partnerships and joint ventures, give names and Post Office addresses of all the individual members.

President - Blair Cushman, P.O. Box 147, Goleta, CA 93116-0147
Secretary - Kyle Cushman, P.O. Box 147, Goleta, CA 93116-0147
Treasurer - Dale Cushman, P.O. Box 147, Goleta, CA 93116-0147

SECTION 00300

CTF DECHLORINATION FACILITY
CIP WW 20-17

BID PROPOSAL FORMS

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Cushman Contracting Corporation

as PRINCIPAL, and Travelers Casualty and Surety Company of America

as SURETY are held; and firmly bond unto the City of Lathrop in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by the Principal to the City of Lathrop for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made to the City of Lathrop to which the bid was submitted, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by those presents. In no case shall the liability of the surety hereunder exceed the sum of \$ 10% of Amount Bid in Dollars

THE CONDITION OF THIS OBLIGATION IS SUCH,

THAT, WHEREAS, the Principal has submitted the above mentioned bid to the City of Lathrop for certain construction specifically described as follows, for which bids are to be opened at the City Hall, 390 Towne Centre Drive, Lathrop, CA: CTF Dechlorination Facility CIP WW 20-17.

NOW, THEREFORE, if the Principal is awarded the contract and within the time and manner required under the specifications, after the prescribed forms are presented to him for signature enters into a written contract in the prescribed form, in accordance with the bid, and files two bonds with the City, one to guarantee faithful performance, and the other to guarantee payment for labor and materials as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force.

00300-11

SECTION 00300

CTF DECHLORINATION FACILITY
CIP WW 20-17

BID PROPOSAL FORMS

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 10th day of June, 2021

Cushman Contracting Corporation (Seal)

Blair Cushman (Seal)
Blair Cushman, President

Address: 5354 Overpass Road

Santa Barbara, CA 93111

Travelers Casualty and Surety Company of America (Seal)

Judy Pearen (Seal)
Judy Pearen, Attorney-In-Fact

Address: 21688 Gateway Center Drive

Diamond Bar, CA 91765

NOTE: Signatures of those executing for the surety must be properly acknowledged.

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 Santa Barbara)

On June 10, 2021 before me, Michelle L. Pearen, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Judy Pearen
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 [Handwritten 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: Bid Bond Document Date: June 10, 2021
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Judy Pearen
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: Travelers Casualty and Surety Company of America

Signer Is Representing: _____



**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 Judy Pearen of Santa Barbara, 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 10th day of June, 2021.




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.

NONCOLLUSION AFFIDAVIT

STATE OF California)
)
COUNTY OF Santa Barbara) ss.

Blair Cushman, being first duly sworn, deposes and says that he ~~or she~~ is

President of Cushman Contracting Corporation 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.

Blair Cushman
Signature of: President, Secretary,
Manager, Project Manager or Representative

The County of Santa Barbara

State of California

Subscribed and sworn to (or affirmed) before me

on this 12th day of July, 2021, by

Blair Cushman, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature Shane N. Alexander, Gen. Mgr
Shane N. Alexander

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 _____

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.

(END OF SECTION)

ATTACHMENT F

CONSTRUCTION CONTRACT

This Contract, dated **September 13, 2021**, is entered into by and between the **City of Lathrop**, a municipal corporation of the State of California (City), and **A. Teichert & Son, Inc. dba Teichert Construction** (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 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 the **Recycled Water River Discharge, CIP WW 20-17** (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 two separate pipeline segments within City streets, undeveloped land and a levee crossing, and a river outfall structure to connect the City's water treatment facility discharge to the San Joaquin River.

The work shall be **completed within 100 working days** following issuance of Notice to Proceed.

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 Total: \$ 3,382,000 (Three Million Three Hundred Eighty Two Thousand Dollars)

Previously Approved Equipment Purchase: \$515,607.40 (Purchase Order 2022-057)

Contract Amount: \$2,866,392.60 (\$3,382,000 - \$515,607.40)

3. **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 A.

Teichert & Son, Inc. dba Teichert Construction on July 13, 2021. 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 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.
- 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 Contact 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 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 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;
 - (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.

To City: City of Lathrop
City Clerk
390 Towne Centre Drive
Lathrop, CA 95330

To City: 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

To Contractor: _____
Mailing Address: _____
Phone: _____
Email: _____
ATTN: _____

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 USC 1368), 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.
- (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 Packet

Certification of insurance, performance and payment bonds, and worker's compensation certification shall be furnished to the City by the Contractor after City Council's approval with resolution.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above stated in Lathrop, California.

CONTRACTOR:

By: _____

Name: _____

Title: _____

CITY OF LATHROP

APPROVED AS TO FORM:

By: _____
Salvador Navarrete, City Attorney

RECOMMENDED FOR APPROVAL:

By: _____
Michael King, Director of Public Works

APPROVED:

By: _____
Stephen J. Salvatore, City Manager

SECTION 00300

RECYCLED WATER RIVER DISCHARGE
CIP WW 20-17

BID PROPOSAL FORMS

BID PROPOSAL FORMS

TO: City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

ATTENTION: City Clerk

FOR: Recycled Water River Discharge, CIP WW 20-17

THE UNDERSIGNED, AS BIDDER, HEREBY AGREES AND DECLARES THAT:

LEGAL COMPLIANCE

The only persons or parties interested in this Bid as Principals are those named herein; that this Bid is made without collusion with any other person, firm, partnership, corporation, or association; that he has carefully examined the location of the proposed work and the Construction Documents; and he proposes and agrees that if this Bid is accepted he will contract with the City of Lathrop, in the form of the Contract as set forth in the Construction Documents for said project, to provide all the necessary labor, services, materials, and equipment, and to do all the work and furnish all the materials; and that he will accept in full payment therefore the price as proposed in the following Bid Schedule.

SCHEDULE OF PRICES

All applicable permit fees, licensing costs, sales taxes, State, and/or Federal, and any other taxes, patent rights, or royalties are included in the prices quoted in the Bid. All blank spaces must be filled in.

BASIS OF AWARD

The basis for award of the contract will be the total price of the base bid. The City of Lathrop reserves the right to award the work contemplated by the Base Bid, or none of the work.

ATTACHMENT 1

REVISED BID SCHEDULE

BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED TOTAL
GENERAL					
1	MOBILIZATION, BONDS AND INSURANCE	1	LS	300,000.-	300,000.-
2	CONSTRUCTION STAKING	1	LS	20,000.00	20,000.00
3	SWPPP	1	LS	40,000.00	40,000.00
4	TRAFFIC CONTROL	1	LS	180,000.-	180,000.-
4A	SUPPLY AND INSTALL CATHODIC PROTECTION SYSTEM - IMPRESSED CURRENT - ALLOWANCE	1	LS	\$90,000	\$90,000
TESLA DRIVE IMPROVEMENTS					
5	SAWCUTTING AND DEMOLITION	11,000	SF	3.00	33,000.00
6	VERTICAL CURB AND GUTTER REPLACEMENT	7	LF	500.00	3,500.00
7	ROADWAY EXCAVATION AND TRENCH BACKFILL	2,128	LF	25.00	53,200.00
8	BORE AND JACK INCL. 28" STEEL CASING AND T-LOCK PIPE	60	LF	2,000.00	120,000.00
9	CLASS 2 AB PAVING (2" THICKER THAN EXISTING, 9" THICK MINIMUM)	11,000	SF	3.00	33,000.00
10	HMA PAVING (1" THICKER THAN EXISTING, 5.5" THICK MINIMUM)	11,000	SF	6.00	66,000.00
11	CUT AND CAP EXISTING L.O.F LINE	2	EA	10,000.00	20,000.00
12	18" PVC C905 PIPE	2,128	LF	220.-	468,160.-
13	SUPPLY AND INSTALL CATHODIC PROTECTION SYSTEM - PASSIVE	1	LS	7,000.00	7,000.00

14	BUTTERFLY VALVE - 18"	3	EA	13,000.00	39,000.00
15	AIR RELEASE VALVE - 18"	1	EA	10,000.00	10,000.00
16	STRIPING (RE-STRIP PAVEMENT MARKINGS AS EXISTING)	1	LS	9,000.00	9,000.00
INLAND PASSAGE WAY IMPROVEMENTS					
17	SAWCUTTING AND DEMOLITION	3,450	SF	8.00	27,600.00
18	ROADWAY EXCAVATION AND TRENCH BACKFILL	675	LF	25.00	16,875.00
19	VERTICAL CURB AND GUTTER REPLACEMENT	16	LF	300.00	4,800.00
20	CLASS 2 AB PAVING (2" THICKER THAN EXISTING, 9" THICK MINIMUM)	3,450	SF	5.00	17,250.00
21	HMA PAVING (1" THICKER THAN EXISTING, 5.5" THICK MINIMUM)	3,450	SF	7.00	24,150.00
22	CUT AND CAP EXISTING L.O.F LINE	1	EA	10,000.00	10,000.00
23	20" PVC C905 PIPE	675	LF	270.00	182,250.00
24	20" 7 GAUGE STEEL PIPE, WITH CEMENT COATING AND LINING	20	LF	1,200.-	24,000.-
25	STRIPING (RE-STRIP PAVEMENT MARKINGS AS EXISTING)	1	LS	7,000.00	7,000.00
LEVEE CROSSING IMPROVEMENTS					
26	TEMP DEWATERING	1	LS	170,000.-	170,000.-
27	SEEPAGE BERM CONSTRUCTION	1	LS	10,000.00	10,000.00
28	SAWCUTTING AND DEMOLITION	340	SF	8.00	2,720.00
29	CLEARING & GRUBBING	6,600	SF	1.50	9,900.00
30	EARTHWORK, EXCAVATION AND GRADING	1	LS	155,905.-	155,905.-

31	SHEETPIILING WATER COFFERDAM, APPROX. 200 LF, INCL. TURBIDITY SCREEN	1	LS	1000,000.-	1200,000.-
32	CONCRETE HEADWALL	16	CY	4,000.00	64,000.00
33	24" THICK RIPRAP SLOPE PROTECTION	4,000	SF	10.00	40,000.00
34	ARTICULATED BLOCKS	400	SF	60.00	24,000.00
35	CONCRETE CURB	16	LF	300.00	4,800.00
36	8" THICK REINFORCED CONCRETE	400	SF	39.00	15,600.00
37	SHOREBLOCK REMOVAL AND REPLACEMENT	200	SF	88.00	17,600.00
38	2.5" THICK HMA PATHWAY PAVING	2,250	SF	5.00	11,250.00
39	6" THICK CLASS 2 AB PAVING	2,250	SF	4.00	9,000.00
40	DECOMPOSED GRANITE	200	SF	40.00	8,000.00
41	CHECK VALVE AT PIPE OUTFALL	1	EA	10,000.00	10,000.00
42	8" AIR VENT PIPE	1	EA	7,000.-	7,000.-
43	BUTTERFLY VALVE - 20"	1	EA	15,000.00	15,000.00
44	20" 7 GAUGE STEEL PIPE W/ CEMENT COATING AND LINING	248	LF	1,000.-	248,000.-
45	BOLLARDS	2	EA	1,000.00	2,000.00
46	REDWOOD HEADERBOARDS	370	LF	12.00	4,440.00
47	CLSM BACKFILL	920	CY	150.00	138,000.00
48	LEVEE SURFACE RESTORATION	9,000	SF	1.00	9,000.00

TOTAL BASE BID : 3,382,000.00

TOTAL BASE BID IN WORDS : 3(AK) THREE MILLION THREE HUNDRED EIGHTY TWO THOUSAND DOLLARS

BID SCHEDULE NOTES

The work shall include general civil and structural work shown in the construction documents.

Unless otherwise stated, all bid item costs shall include the Contractor's cost to procure and construct or install said bid item.

All work on this project will be coordinated with the City's Engineering, Public Works, and CTF Operational staff.

SECTION 00300

RECYCLED WATER RIVER DISCHARGE
CIP WW 20-17

BID PROPOSAL FORMS

INFORMATION REQUIRED OF BIDDER

The Bidder (Contractor) shall furnish the following information. This information is considered essential in enabling the Project Manager to determine if the Bidder is experienced in similar types of work and if the Bid is based on a careful study of methods applicable to the work and full realization of the various factors which may affect the progress of the work. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

BIDDER'S INFORMATION

- (1) Bidder's name and address:
A. Teichert & Son, Inc. dba Teichert Construction
400 Sunrise Avenue, Suite 300
Roseville, CA 95661
- (2) Bidder's telephone number: 916-757-6400
- (3) Bidder's fax number: 916-757-6499
- (4) Bidder's Contractor's License (Class): A, B, C16, C22, C27, C-61/D49

License No.: 8
 Expires: 4/30/23
- (5) Person who inspected site of proposed work for Contractor's firm:
 Name: Will Martin Date of Inspection: 6/21
- (5) List 6 projects of a nature similar to this project:

Project	Contract Price	Name, Address and Telephone Number of Owner
Service Road Sewer Extention @ Waste Water Treatment Plant	\$2,211,000	City of Ceres - San Royal (209) 539-5617 2220 Magnolia St.; Ceres, CA 95307
East Sacramento Watermain Replacement, Phase 2	\$11,435,747	City of Sacramento, Department of Utilities Rosa Millino (916) 808-1451 1395 35th Avenue; Sacramento, CA 95822
Water Supply System Phase 1D and 1E, East Porterville	\$3,072,375	Department of Water Resources Will Verigin (916) 653-4867 1416 Ninth Street, Room 418; Sacramento, CA 95814
#4205; EchoWater Flow Equalization	\$113,869,000	Sacramento Regional County Sanitation District Christina Brown (916) 875-9455 9660 Ecology Lane; Sacramento, CA 95827
Northwest Levee Bethal Island	\$6,349,982	Bethal Island Municipal Improvement District Mark Fortner (916) 631-4500 Ext 84534 3085 Stone Rd.; Bethal Island, CA 94511
South Lathrop Commerce Center-Storm Outfall	\$2,359,704	South Lathrop Land, LLC Jeff Hill (949) 698-8482 527 W. 7th Street, Suite 308; Los Angeles, CA 94550

SECTION 00300

RECYCLED WATER RIVER DISCHARGE
CIP WW 20-17

BID PROPOSAL FORMS

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. After the opening of bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of work to be performed with the words "and/or" will not be permitted. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection. Should the Contractor provide a bid that does not require a subcontractor, the Contractor shall note that on this page by writing "Not Applicable" in the list below.

<u>Work to be Performed</u>	<u>Subcontractor License Number</u>	<u>Percent of Total Contract</u>	<u>Subcontractor, Address & Phone #</u>
1. COFFER DAM	CSLB# 1009464 DIR# 1000004297	1.2%	BLUE IRON FOUNDATIONS AND SHORING LLC 3545 CARLIN DRIVE WEST SACRAMENTO, CA 95691 (916) 272-0790
2. STRUCTURE CONCRETE	CSLB# 382708 DIR# 1000003928	1.2%	R A NEMETZ CONSTRUCTION CO INC P O BOX 5306 GALT, CA 95632 (209) 744-1001
3. JACK & BORE	CSLB# 553794 DIR# 1000003953	1.4%	PACIFIC BORING INCORPORATED PO BOX 727 CARUTHERS, CA 93609 (559) 864-9444
4. SAWCUTTING	CSLB# 697710 DIR# 1000006774	0.7%	FINE LINE SAWING AND DRILLING INC P O BOX 1636 NEWARK, CA 94560 (510) 793-6700
5. _____	_____	_____	_____
6. _____	_____	_____	_____

Note: Attach additional sheets if required.

SECTION 00300

RECYCLED WATER RIVER DISCHARGE
CIP WW 20-17

BID PROPOSAL FORMS

ADDENDA

Bidder certifies he reviewed ARC Stockton's Plan Well for addenda within 48 hours of bid opening and acknowledges receipt of the following addendum (addenda):

1 2 _____

Respectfully submitted,

7/13/21
Dated

A. Teichert & Son, Inc. dba Teichert Construction
Legal Name of Firm



Signature of Authorized Representative
Nathan Rinaldi - Chief Estimator, Central Valley Public Works
(Seal)

(If Bidder is a corporation, show State in which incorporated.)

California

The full names and post office addresses of all persons and parties interested in the foregoing Bid as principals are as follows:

(NOTICE): Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer, and Manager, and in case of partnerships and joint ventures, give names and Post Office addresses of all the individual members.

*SEE ATTACHED CORPORATE RESOLUTION

A. TEICHERT & SON, INC., 3500 American River Drive, Sacramento, California 95864

I, PAULA D. JAMES, Secretary of A. TEICHERT & SON, INC., a California Corporation, which does business under the fictitious names of TEICHERT CONSTRUCTION, TEICHERT MATERIALS, TEICHERT AGGREGATES, TEICHERT ROCK PRODUCTS, and TEICHERT WATERWORK SERVICES, as well as under its own name, certify that the following is a true and correct copy of a resolution unanimously passed and adopted by the Board of Directors of this corporation at a meeting held on April 1, 2021:

RESOLVED, That

	MARY T. TEICHERT	President
and	RONALD L. GATTO	Executive Vice President, Chief Financial Officer & Assistant Secretary
and	PAULA D. JAMES	Secretary

any two of whom acting in combination, are authorized on behalf of this corporation and in its name or in any of the fictitious names under which this corporation does business, to sign, seal, acknowledge, verify and deliver deeds, deeds of trust, mortgages, pledges, transfers, promissory notes, and any other documents and instruments relating to the business and properties, real and personal, of this corporation,

RESOLVED FURTHER, That the following officers of this corporation:

Mary T. Teichert	President
Judson T. Riggs	Senior Vice President
Ronald L. Gatto	Executive Vice President, Chief Financial Officer & Assistant Secretary
David A. Swartz	Executive Vice President
Dana M. Davis	Senior Vice President & President – Teichert Materials
A. Ed Herberger	Senior Vice President & President – Teichert Construction
Christopher C. Barkley	Vice President, Director Field Operations
Clark J. Hulbert	Vice President Organizational Development
Francis C. Johnson	Vice President & Regional Manager, Bay Area
Scott R. Lewis	Vice President & Regional Manager, Greater Sacramento
Timothy B. Murphy	Vice President, Manager Mobile Equipment
Mark A. Nilsen	Vice President & Regional Manager, Central Valley
Eric D. Stannard	Vice President Public Works
Paula D. James	Secretary
Christopher M. McCaffree	Treasurer
Kathy Radley-Timberlake	Controller

are authorized, acting alone or in any combination, on behalf of this corporation and in its name or in any of the fictitious names under which this corporation does business, to execute and deliver proposals, bids, bonds, contracts, and agreements for construction work; and to do all other acts of a business nature that this corporation is empowered to do by law;

RESOLVED FURTHER, That the following employees of this corporation:

Wee Chu	Senior Estimator, North Region
Rick Czuleger	Chief Estimator, North Region
Jeff Feusi	Chief Estimator, North Region
Jim Gallagher	Area Manager, Bay Area Region
Darryl Hansen	Senior Estimator, North Region
Stephen Muck	Area Manager, North Region
Tom Musson	Chief Estimator, Central Valley Region
Raul Ortiz	Area Manager, Central Valley Region
Bryan Ramirez	Area Manager, North Region
Nathan Rinaldi	Chief Estimator, Central Valley Region Public Works
Alexander Salcedo	Area Manager, South Valley Region
Janez Seliskar	Director of Public Estimating
Mike Stephenson	Senior Estimator, Bay Area Region
Jason Theriault	Chief Estimator, Bay Area Region

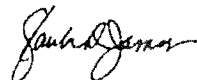
are designated as attorneys in fact of this corporation with full authority to execute proposals, bids, bonds, contracts, and agreements for construction work;

RESOLVED FURTHER, That the following employee of this corporation:

Sean Collins	Credit & Contracts Manager
--------------	----------------------------

is designated as attorney in fact of this corporation with full authority to execute credit agreements, credit settlement agreements, lien rights, contracts and other documents relating to the credit and contracts for this corporation.

DATED: 7/13/21



Paula D. James
Secretary of A. Teichert & Son, Inc

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE A. Teichert & Son, Inc. dba Teichert Construction

as PRINCIPAL, and Liberty Mutual Insurance Company

as SURETY are held; and firmly bond unto the City of Lathrop in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by the Principal to the City of Lathrop for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made to the City of Lathrop to which the bid was submitted, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by those presents. In no case shall the liability of the surety hereunder exceed the sum of \$ ten percent (10%) of total amount bid

THE CONDITION OF THIS OBLIGATION IS SUCH,

THAT, WHEREAS, the Principal has submitted the above mentioned bid to the City of Lathrop for certain construction specifically described as follows, for which bids are to be opened at the City Hall, 390 Towne Centre Drive, Lathrop, CA: Recycled Water River Discharge, CIP WW 20-17.

NOW, THEREFORE, if the Principal is awarded the contract and within the time and manner required under the specifications, after the prescribed forms are presented to him for signature enters into a written contract in the prescribed form, in accordance with the bid, and files two bonds with the City, one to guarantee faithful performance, and the other to guarantee payment for labor and materials as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

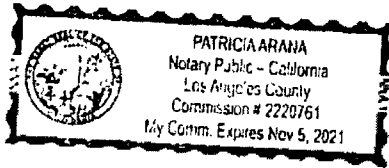
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California)
) ss
County of Los Angeles)

On JUN 21 2021, before me, Patricia Arana, Notary Public, personally appeared Natalie K. Trofimoff, 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.



(Seal)

Signature: *Patricia Arana*
Patricia Arana, Notary Public



This Power of Attorney binds 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. 8204962-977459

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, C. K. Nakamura, E. R. Albrecht Jr., Jessica L. Rosser, Lisa L. Thornton, Maria Pena, Natalie K. Trofimoff, Noemi Quiroz, Patricia S. Arana, Tim M. Tomko

of the city of Los Angeles state of CA each individually if there be more than one named, his true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on his behalf as surety and as agent and agent, 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 4th day of March, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 4th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty 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 - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 128044
Member, Pennsylvania Association of Notaries

By: 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 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 XII - 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 By-laws 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, whenever 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 this 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 JUN 21 2021 day of



By: Renee C. Llewellyn, Assistant Secretary

NOT VALID FOR mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

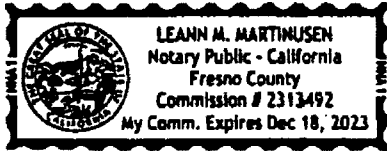
For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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 Fresno

Subscribed and sworn to (or affirmed) before me on this 8th
day of July, 2021, by Nathan Rinaldi

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 "Nathan Rinaldi", written over a horizontal line.

SECTION 00300

RECYCLED WATER RIVER DISCHARGE
CIP WW 20-17

BID PROPOSAL FORMS

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.

(END OF SECTION)



390 Towne Centre Dr. – Lathrop, CA 95330
Phone (209) 941-7430 – fax (209) 941-7449
www.ci.lathrop.ca.us

ADDENDUM NO. 1 – June 23, 2021

**Recycled Water River Discharge
CIP WW 20-17**

This addendum amends the Contract Drawings and Specifications for this project as follows:

1. The bid opening date for this project has been revised to **Tuesday, July 13, 2021 at 2:00 PM.**
2. Replace the Bid Schedule on Pages 00300-2 – 00300-5 of the Bid Specifications with **Attachment 1: Revised Bid Schedule** to include item #4A – Supply and Install Cathodic Protection System – Impressed Current, \$90,000 allowance. This design-build bid item is required to have plans and specifications stamped by a CA-licensed Electrical Engineer.
3. **POINT OF CLARIFICATION:** The City anticipates obtaining final permitting for in-water work by September 1, 2021, and the permits will prohibit in-water work after October 31, 2021. Therefore, the Contractor is expected to make this work the highest priority, working 6 days / week if necessary, to ensure all in-water work is completed by October 31, 2021. All work on the dry side of the levy can be completed without seasonal restrictions.

The following Requests for Information (RFI) have been received by the City, and are followed by the City's answer (A):

RFI 1: Tesla Way – at the railroad crossing there are two each air valves. I see no size called out for these or indication of what type of air valve these are to be

A 1: 2”

RFI 2: The restraining schedule – Plan detail 4/C8.2 – this states it is to be filled out by the engineer, it is blank

A 2: See **Attachment 2**, “Revised Plan Detail 4 / Sheet C 8.2 – *City of Lathrop Std. Detail W-5, Restrained Joints* and **Attachment 3**, “Revised Plan Detail 5 / Sheet C 8.2 – *Butterfly Valve at Railroad Crossing*.”

RFI 3: Is it the intent to have the pipelines on Tesla way and Inland passage fully restrained? If so what are the acceptable options for restraint?

A 3: No; N/A

RFI 4: The pipe specification for C900 PVC pipe calls out for Class 150. DR25 is rated 165, DR18 is rated 235. As there is no longer a Class 150 C900 pipe please provide the desired DR rating

A 4: DR 25

RFI 5: Can the engineer, or district, provide information on the existing pipes we are to re-connect to?

A 5: Connection on Sadler Oak Dr. to have a welded flange to connect to an 18" steel pipe. Connection on Tesla Dr. will be to an 18" C905 pipe via 45° coupling.

RFI 6: Will The City perform compaction testing for the levee, trench backfill and asphalt paving on the project?

A 6: Yes

RFI 7: Will the City require a jack and bore operation to cross under the railroad tracks on Tesla Dr.?

A 7: Bore and Jack is the required method, per Detail 2 on Plan Sheet C5.0.

RFI 8: Is it the intent of the City to install the River Outfall rip rap inside the sheet piling or after the sheet piling has been removed?

A 8: The rip rap may be installed before and / or after the removal of the sheet piles.

RFI 9: The plans show a jack and bore under an existing Railroad. Will the owner of the Railroad require Railroad Flagging? If flagging is required, who is responsible to cover the costs?

A 9: This spur line is private, and will not require flagging.

RFI 10: What are the dewatering discharge requirements for the levee work after the coffer dam is installed? Is the intent of the project to dewater river water and groundwater into the city sewer as stated in page I-52 of the project specifications? Please provide the location of the Sewer Line the contractor is to use to dewater.

A 10: All water removed as a function of dewatering must be placed into a Baker tank to allow for the settlement of silt. Upon settlement of silt, the water may be discharged to the City's storm drain system, and the silt shall be disposed of by the Contractor in a manner approved by the Engineer. Contractor may not discharge into the City's sanitary sewer system water removed as a function of dewatering.

RFI 11: How is the pay quantity for Bid Item 30 (Earthwork, Excavation & Grading) calculated?
Is the contractor paid for every CY that is excavated, imported or placed?

A 11: Change bid item #30 to 1 Lump Sum; See Attachment 1: Revised Bid Schedule.

When submitting the bid for the project, the Contractor must acknowledge receipt of the addendum.

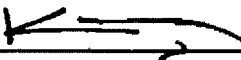
Recommended by:

 FOR

Ken Reed
Senior Construction Manager

6-23-21
Date

Approved by:



Michael King
Public Works Director

6-23-21
Date

Signed:



Nathan Rinaldi - Chief Estimator, Central Valley Public Works



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Phone (209) 941-7430 – fax (209) 941-7449
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ADDENDUM NO. 2 – July 6, 2021

**Recycled Water River Discharge
CIP WW 20-17**

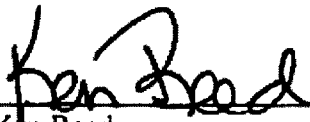
The following Requests for Information (RFI) have been received by the City, and are followed by the City's answer (A):

RFI 1: Will the City revise the Construction Drawings to show the approximate location of sheet piling to be outside the limits of the new rip rap?

A 1: No. The Contractor will set sheet piles around the structure such that it can be de-watered and constructed and the shore block installed. The rip rap can be installed underwater and stacked up to the shore bank. The City will not require the Contractor to dig the 2' toe trench and slope. The Contractor will still be required to maintain the turbidity screen at a depth that prevents silt from escaping the work zone.

When submitting the bid for the project, the Contractor must acknowledge receipt of the addendum.

Recommended by:



Ken Reed
Senior Construction Manager

7-6-2021
Date

Approved by:



Michael King
Public Works Director

7/6/2021
Date

Signed:



Nathan Rinaldi - Chief Estimator, Central Valley Public Works

CITY OF LATHROP

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES WITH TRC ENGINEERS, INC.

Surface Water Discharge Project CIP WW 20-17

THIS AGREEMENT, dated for convenience this 13 day of **September**, is by and between **TRC Engineers, Inc** (“CONSULTANT”) and the **City of Lathrop**, a California municipal corporation (“CITY”);

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Professional Engineering Consulting 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 Professional Engineering Consulting Services, 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 perform Professional Engineering Consulting Services in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit “A” and incorporated herein by reference. CONSULTANT represents it is prepared to and can diligently perform these services in accordance with the upmost standards of its profession and to CITY’S satisfaction. The fee proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved of in advance and in writing, by the CITY.

(2) Compensation

CITY hereby agrees to pay CONSULTANT a sum not to exceed **\$228,220** for the Professional Engineering Consulting Services 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. Payment is made based on a time and materials basis.

(3) Effective Date and Term

The effective date of this Agreement is **September 13, 2021** and it shall terminate no later than **December 31, 2022**

(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 shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. 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.

CONSULTANT shall submit to CITY such reports, diagrams, drawings and other work products developed pursuant to the Scope of Services.

(7) Auditing

CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this agreement.

(8) Assignment of Personnel

CONSULTANT acknowledges that the CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The services shall be performed by, or under the direct supervision, of CONSULTANT's Authorized Representative: **Lincoln Leaman, Vice President and Regional Manager**. CITY shall be notified by CONSULTANT of any change of its Authorized Representative, and CITY is granted the right of approval of all original, additional, and replacement personnel at CITY's sole discretion, and shall be notified by CONSULTANT of any changes of CONSULTANT's project staff prior to any change.

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.

(9) 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.

(10) 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 (\$1,000,000). 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 (\$1,000,000) 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.

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

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH TRC ENGINEERS INC.,
FOR SURFACE WATER DISCHARGE PROJECT CIP WW 20-17

(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 Two Million Dollars (\$2,000,000) 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 – CONSULTING SERVICES AGREEMENT WITH TRC ENGINEERS INC.,
FOR SURFACE WATER DISCHARGE PROJECT CIP WW 20-17

- (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.
- (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.

(11) 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.

(12) 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.

(13) Business Licenses

CONSULTANT shall obtain and maintain a CITY of Lathrop Business License until all Agreement services are rendered and accepted by the CITY.

(14) Termination

Either CITY or CONSULTANT may cancel this Agreement upon 30 days written notification to the other party. Upon termination, or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) calendar days.

(15) 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.

(16) 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,

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH TRC ENGINEERS INC.,
FOR SURFACE WATER DISCHARGE PROJECT CIP WW 20-17

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
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: TRC Engineers Inc.
1760 Creekside Oaks Drive, Suite 290
Sacramento, CA 95833
Phone: (916) 562-2033

(17) 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) Contract Terms Prevail. All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and attached exhibits, the terms of this Agreement shall prevail.
- (c) 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.
- (d) Definitions. The definitions and terms are as defined in these specifications.
- (e) 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.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH TRC ENGINEERS INC.,
FOR SURFACE WATER DISCHARGE PROJECT CIP WW 20-17

- (f) 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.
- (g) 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.
- (h) 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.
- (i) 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.
- (j) Ownership of Documents. All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of the CITY. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during the CONSULTANT's regular business hours.
- (k) 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.
- (l) Severability. The invalidity in whole or part of any provision of this Agreement shall not void or affect the validity of any other provision of this agreement. 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.
- (m) 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.

- (n) 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.
- (o) 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.
- (p) 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.
- (q) 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.

(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.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH TRC ENGINEERS INC.,
FOR SURFACE WATER DISCHARGE PROJECT CIP WW 20-17

Approved as to Form: City of Lathrop
City Attorney

Salvador Navarrete 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 Date
City Manager

Consultant: TRC Engineers Inc.
1760 Creekside Oaks Drive, Suite 290
Sacramento, CA 95833
Phone: (916) 562-2033

Fed ID # _____
Business License # _____

Signature Date

Print Name and Title



September 8, 2021

Ken Reed, Senior Construction Manager
City of Lathrop
390 Towne Centre Dr
Lathrop, CA 95330

EXHIBIT A to ATTACHMENT G

**Re: CM & Inspection Services, CTF Dichlorination Facility CIP WW 20-17,
Lathrop Recycled water River Discharge CIP WW 20-17, (Revised)**

Dear Mr. Reed,

We appreciate the opportunity to submit our estimated cost to provide Construction Management and Inspection Services for the subject project. Our estimate is based on a 130 working day schedule, per our discussion with you on July 26, 2021 regarding the City's project needs, our review of the project documents, and our experience with similar work.

Scope of Services

Submittal Management: TRC will utilize Procore to receive and review submittals for compliance with project plans, specifications, and City of Lathrop Standards prior to forwarding to the Designer/City for final approval. The status of all submittals will be maintained in a submittal log. Submittal transmittals and logs will be provided to City of Lathrop at project completion.

Requests for information: TRC will utilize Procore to manage the status of RFIs. All RFIs will be uploaded by the contractor to Procore. TRC will review each RFI for completeness prior to forwarding to the Designer or City. RFIs which appear to impact the design intent will be forwarded to Pace for review first, with copy to City. TRC will respond directly to RFI's if/when appropriate. RFI log will be delivered to City of Lathrop at project completion.

Field Inspection: Complete all inspection services related to the project, which will include the following:

- TRC will prepare electronic daily inspection reports to document the contractor's activities, location of work, and significant conversations with the contractor.
- Discuss work plans with the contractor's responsible field staff, in detail, to highlight special contract requirements and to identify and avoid potential problems.
- Observe work preparations, verifying the suitability of these preparations for the work planned, and providing appropriate feedback to those involved.
- Identify construction flaws as soon as possible and explore possible remedies with those concerned to get an acceptable product.
- Verify material testing/quality control testing, provided by others, is being performed as requested by City of Lathrop. Verify corrective measures are being taken as required for failing tests results.
- Attend weekly project meetings run by Contractor.
- Take progress photos of the work.
- Prepare punch lists.
- Verify implementation of contractor's safety plan
- TRC will provide as-built drawings prior to final turnover.

Staffing and Cost Proposal: Dispatched from our Lathrop, California office, TRC will provide a well-qualified inspector to provide inspection services for this project. Our services will be provided on a time-and-materials basis, meaning the City of Lathrop will only be billed for services provided. We have developed our cost estimate Based on a 130 working day schedule with 8-hour daytime shifts only. If the City should require or request

inspection to occur outside an 8-hour workday or on weekends, an additional overtime surcharge will apply, and a budget adjustment may be required.

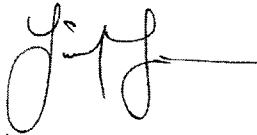
Thank you once again for the opportunity to provide construction management and inspection services for this project. We look forward to continuing our great working relationship with you and the City of Lathrop. Please feel free to contact Justin Wehling directly via phone at (916) 826-4429 or via email at jwehling@trccompanies.com.

Project	Estimated Fee
-CTF Dichlorination Facility CIP WW 20-17 -Lathrop Recycled water River Discharge CIP WW 20-17	\$228,220.00

All project resources will be dispatched from our Lathrop office. **Please direct all contract matters and documents to Lincoln Leaman, 1760 Creekside Oaks Drive, Suite 290, Sacramento CA 95833.**

Respectfully submitted,

TRC ENGINEERS, INC.



Lincoln Leaman, PE, QSD
Vice President and Regional Manager



ATTACHMENT H



Bill To 390 Towne Centre Dr
Lathrop, CA 95330

Purchase Order

No. 2022-00000057

Date 7/21/2021

Resolution

The parties to this agreement are:

Vendor No. 1326

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, BILL OF LADING AND CORRESPONDENCE

DELIVER BY

Vendor Teichert Construction
P. O. BOX 1118
STOCKTON, CA 95201

Ship To 390 Towne Centre Dr
Lathrop, CA 95330

SHIP VIA
FREIGHT TERMS
PAGE
ORIGINATOR

1 of 3
Grace Manganaan

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
280.00	FOOT	20" Steel Pipe with Flanges - Jifco	\$541.3300	\$151,572.40
1.00	EACH	20" Proflex Check Valve - Core and Main	\$7,043.0000	\$7,043.00
6,495.00	EACH	20" Butterfly Valve - Core and Main	\$1.0000	\$6,495.00
1.00	EACH	Underground Materials for 18" and 20" Pipe, Fittings & Valves	\$301,562.0000	\$301,562.00
400.00	SQFT	Articulated Blocks - Contech	\$40.5750	\$16,230.00
1.00	EACH	Turbidity Curtain - Abasco, LLC	\$22,482.0000	\$22,482.00
200.00	SQFT	Shoreblock - Shoretec	\$51.1150	\$10,223.00


\$515,607.40

The contractor agrees to furnish all labor, equipment and materials necessary to perform the services describe herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference (Outline exact detail what is to be done, where is to be done and include work specifications, if applicable.)


CITY OF LATHROP
RECOMMENDED FOR APPROVAL 8-4-2021
DATE

x  8/4/21
VENDOR (Signature) Mark A. Nixen
APPROVED BY Vice President DATE


CITY OF LATHROP
APPROVED BY 8-4-21
DATE


VENDOR (Print Name)
APPROVED BY DATE

Special Instructions

Construction Materials - Recycled Water River Discharge WW 20-17

Page 2 of 3
STANDARD PURCHASE ORDER
TERMS AND CONDITIONS

1. **ACCEPTANCE.** Acceptance of this Purchase Order, whether by written acknowledgement or by performance by Seller, shall be upon the terms and conditions hereof; no other terms or conditions shall be binding on Buyer unless written approval thereof specifically referring to such other terms and conditions shall have been given to Seller.
2. **INVOICES.** Separate invoice shall be supplied for each Purchase Order shipment. Each invoice shall be itemized and shall show Contract Number, terms, discounts, date of shipment or service dates, and Purchase Order Number. Failure to show said items may result in delay of payment with all rights reserved, including cash discounts. The Vendor name on this Purchase Order resulted from a quotation signed in the same name. Payment will not be made to a firm name other than that shown on the face hereof without written assignment.
3. **PAYMENT TERMS.** Seller shall receive payment either by One-Time payment (Lump Sum), Monthly or Quarterly ITEMIZED INVOICE. All payments are in arrears.
4. **ORDER CHANGES.** The Buyer shall have the right from time to time by written notices to make changes in quantities and/or delivery dates of any article, material, or services covered by this Purchase Order prior to the time the item or items are actually placed into final production by the Seller. If such changes are made after the article, material, or services are placed into final production by the Seller and such changes cause a substantial increase or decrease in Seller's performance will be made and this order will be modified in writing accordingly, provided that any claim for adjustment must be asserted by the Seller within a reasonable time (in no case to exceed twenty days) after the change is ordered.
5. **SHIPPING.** Seller will indicate plainly the Purchase Order Number on all bills of lading, all goods shipped pursuant to said order, and on all invoices, freight bills, and packages. Each package must contain a memorandum showing Seller's name, contents of package, and Purchase Order Number.

Shipments of goods specified on this Purchase Order number should result in lowest possible freight rate unless otherwise specified by Buyer. Penalties or increased charges due to failure to observe this provision will be charged to Seller.

Shipping costs for goods on back order shall be paid only at the rate which would have been applicable had the complete order been shipped at one time. All excess costs shall be borne by Seller. Partial shipments must be identified as such on shipping memoranda and invoices.

When shipping, Seller will make no declaration of value to carried, except where shipment is subject to released value ratings.

Any materials supplied to City which are covered by the OSHA Hazard Communication Standard must be accompanied by the applicable Material Safety Data Sheet (MSDS) at the time of delivery.
6. **DELIVERY.** Unless otherwise expressly provided, Seller shall deliver all articles to Buyer's premises, free of all freight, handling, transportation, drayage, boxing and similar charges. All times in this contract are of the essence.
7. **TERMINATION.** Buyer may terminate all or part of this contract, with or without cause. If buyer terminates without cause, then Buyer shall pay all reasonable termination charges incurred by Seller.
8. **DECLINE IN PRICES.** Buyer shall be protected in the event of declining prices on the undelivered portion of this Purchase Order. If prices decline on items ordered, Seller may elect to meet priced reductions or other vendors, or its own lower prices to other purchasers, but if Seller should refuse to do so, Buyer shall have the right to cancel any or all of the balance due on this Purchase Order without cost to Buyer.
9. **FORCE MAJEURE.** Neither Seller nor Buyer shall be liable for nonperformance due to causes beyond reasonable control. Where only a part of Seller's capacity to perform is excused under this paragraph, Seller must allocate production and deliveries among the various customers then under contract for similar goods during the period. The allocation must be made in a fair and equitable manner. Where either Seller or Buyer claims an excuse for nonperformance under this paragraph, it must give notice in writing to the other party. Seller shall not be obligated to sell, nor Buyer obligated to purchase, at a later date, that portion of the goods that Seller is unable to deliver or Buyer is unable to receive or use due to any excused cause. No goods are to be tendered by Seller after the expiration of the terms specified in this Purchase Order without consent of Buyer.
10. **WARRANTY.** Seller warrants that all articles and services covered by this Purchase Order will conform to drawings, specifications, or samples and will be merchantable and of good material, design and workmanship, free from all defects, and suitable for the use intended. All articles will be subject to Buyer's inspection and rejection at the place of delivery. Defective articles may be returned to the Seller for full credit or replacement at the Seller's risk and expense, including transportation charges both ways, but no defective articles shall be replaced without formal replacement order signed by the Buyer.
11. **ASSIGNMENT.** Neither party shall assign or transfer this Purchase Order without the written consent of the other.
12. **INDEMNITY.** SELLER WARRANTS THAT GOODS FURNISHED UNDER THIS PURCHASE ORDER DO NOT INFRINGE ANY PATENT, TRADEMARK, OR TRADE NAME, OR COPYRIGHT AND AGREES TO INDEMNIFY AND SAVE HARMLESS BUYER OR ITS VENDEES FROM ANY AND ALL CLAIMS, SUITS, LIABILITIES, DAMAGES, LOSSES, OR EXPENSES INCURRED BY BUYER OR ITS VENDEES BY REASON OF ANY ALLEGED INFRINGEMENT OF ANY SUCH RIGHTS.

SELLER SHALL ENDEMNIFY AND HOLD HARMLESS BUYER AND ITS AGENTS AND EMPLOYEES FROM AN AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK CAUSED BY ANY NEGLIGENT ACT OR OMISSION OF SELLER, ANY SUBCONTRACTOR, OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE. IN CASE OF CONCURRING FAULT, EACH PARTY SHALL BEAR ITS SHARE OF THE LOSS.

13. **BUYER'S PROPERTY.** Any property of Buyer in Seller's active or constructive possession or custody hereunder will be at Seller's risk, and Seller agrees to reimburse Buyer for any loss or damage to such property however caused.
14. **COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS.** By acceptance hereof, Seller Warrants:
 - (a) that all goods, merchandise, and materials delivered and services rendered hereunder will have been produced and provided in compliance with all requirements of the Fair Labor Standards Act of 1938, as amended, and
 - (b) that all goods, materials, and equipment delivered hereunder shall comply with the applicable federal standards prescribed by the Occupational Safety and Health Act of 1970, or as amended.
 - (c) that Seller will comply with all applicable laws, rules and regulations of federal, state and local governments and agencies, thereof, including but not limited to Executive Orders 11246, 11701, and section 503 of Public Law 93-112, The Rehabilitation Act of 1973, the provisions of The Americans and Disabilities Act, Transient Employer Law (285.230 R. S. Mo. et seq.) and Excessive Unemployment Law (Section 290.550 et seq R.S. Mo.) which are hereby incorporated by reference, unless this Purchase Order is exempt pursuant to said Executive Orders, or Acts and the regulations issued thereunder
15. **WORKER'S COMPENSATION, EMPLOYER'S LIABILITY, AND GENERAL LIABILITY.** When work is performed on Buyer's premises, Seller agrees to carry at Seller's own expense.
 - (a) Worker's Compensation and Employer's Liability Insurance.
 - (b) General liability (including Contractual Liability and Products Liability/Completed Operations) Insurance and Auto Liability insurance each in amounts no less than \$1,000,000 per occurrence. Insurance certificates of such coverage shall be submitted to City Utilities' Risk Management upon request of Buyer.
16. **INSOLVENCY** If Seller shall become insolvent, file a petition in bankruptcy, or shall make an assignment for the benefit of creditors, or if a receiver or trustee shall be appointed of or for any of Seller's property or business, the Purchase Order may be cancelled at Buyer's option without liability.
17. **TAXES.** Seller agrees to cooperate with Buyer in opposing the imposition of any tax on any article covered by this Purchase Order, the legality of which is questioned by Buyer, and in securing any abatement or any refund thereof sought by Buyer.
18. **FOREIGN SHIPMENTS.** Foreign shipments must be preceded by execution of formal Consular Invoice. At time of shipment, Ocean Bills of Lading, Consular Invoice, and Commercial Invoices, in triplicate, shall be forwarded directly to the Purchasing Agent issuing this Purchase Order.
19. **VENUE.** This Purchase Order shall be governed by the law of the State of California.
20. **BRANDING** Seller warrants that all materials covered by this Purchase Order are not altered or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act; not an article with may not, under provisions of Section 404 or 505 of said act, be introduced into interstate commerce, and not adulterated or misbranded within the meaning of the pure food and drug laws or the ordinances of any state or city which are applicable to such shipment or delivery, and Seller hereby agrees to indemnify and save the Buyer harmless from and against all claims, charges, action and proceedings brought against Buyer by any lawful government authority or by any person on account of any alleged adulteration or misbranding by Seller of any such material referred to above. Seller does no guarantee against any such material becoming adulterated or misbranded after delivery to Buyer by reason of causes beyond Seller's control.
21. **CONFLICTING TERMS.** In case of a conflict between these terms and conditions and those of a separate written contract signed by both Buyer and Seller, the written contract shall prevail.
22. **REVIEW OF RECORDS.** During the term of the purchase order/agreement and for three years thereafter, City of Lathrop (City) shall have the right to review Seller's records, only for the purposes of verifying claims for payment and compliance with the terms and conditions of the purchase order/agreement for at least three years after final payment.
23. **OFFSETTING BILLS.** City reserves the right to apply offsetting payments for goods and/or services that are due against delinquent utility bills which are due City.
24. **NON-EXCLUSIVE AGREEMENT.** The purchase order is a non-exclusive contract and City reserves the right to purchase same or like materials and/or services from other sources as City deems necessary and appropriate.



Thursday, July 15, 2021

City of Lathrop
Ken Reed
Senior Construction Manager
City of Lathrop
Office 1-209-941-7363
Cell 1-209-712-3136

Re: CIP WW 20-17 Recycled Water River Discharge – Material Purchase Order Only

Mr. Reed,

Thank you for giving Teichert Construction the opportunity to provide our services. The price listed below is for material purchase order only. The material listed is a portion of what is needed to complete the project. This material was selected to purchase early because of the estimated lead time which are yet to be determined.

Materials	Quantity	Price	Current Supplier
20" Steel Pipe with Flanges	280 LF	\$ 151,572.00	Jifco
20" Profflex Check Valve	1 EA	\$ 7,043.00	Core and Main
20" Butterfly Valve	1 EA	\$ 6,495.00	Core and Main
Underground Materials for 18" and 20" Pipe, Fittings & Valves	1 LS	\$ 301,562.00	Core and Main
Articulated Blocks	400 SF	\$ 16,230.00	Contech
Turbidity Curtain	1 LS	\$ 22,482.00	Abasco, LLC
Shoreblock	200 SF	\$ 10,223.00	Shorettec
	Total Price	\$ 515,607.00	

Total costs for initial purchase order are \$515,607.00

It is our understanding that the forthcoming City of Lathrop purchase order will be included in the contracted amount for the full project. These costs do not include any potential re-stocking fees if the project is not awarded by The City. Once the Purchase Order is received, Teichert will provide submittals for the material to The City of Lathrop. Once submittals are approved Teichert will place the order with the selected suppliers.

Thank you,

Raymond Hernandez | Estimator | Teichert Construction, Central Region
D 559.813.3050 M 559.355-4562 F 559.813.3055 | E rhernandez@teichert.com





A. TEICHERT & SON, INC.

TEICHERT CONSTRUCTION
265 Val Dervin Parkway
Stockton, CA 95206

DATE: August 4, 2021

TO: City of Lathrop
390 Towne Centre Dr.
Lathrop, CA 95330
Attn: Ken Reed

RE: CIP WW 20-17 Recycled Water River Discharge - Materials PO

Teichert Job # 11703.00

We enclose herewith

Forward to us immediately
2 Copies of the following

- Contract Document
- (2) Contract
- (1) EFT Authorization Form
- (1) Small Business Participation Form
- (2) Payment and Performance Bonds
- (1) Insurance Certificate
- (2) T&M Rate Sheets

- Executed
- Approved
- Unapproved

- For approval
- For your signature
- For your use
- For correction

Remarks:

Please find enclosed two (2) signed purchase orders for CIP WW 20-17. Please have the PO executed and return a copy for our records. Should you have any questions or need anything further please feel free to contact me at (209) 670-5794 or via email at bevans@teichert.com.

Thank you,

Brian G. Evans
Contract Administrator

ATTACHMENT I

Recording Requested By:

RECLAMATION DISTRICT NO. 17

Doc #: 2021-138518
8/18/21 3:38 PM
Steve J. Bestolarides
San Joaquin County Recorders

When Recorded Return To:

RECLAMATION DISTRICT NO. 17
c/o NOMELLINI, GRILLI & McDANIEL
LAW OFFICE
P. O. Box 1461
STOCKTON, CA 95201

PUBLIC ENTITY FILING FEE WAIVED PER GOVT. CODE § 6103

APN 241-020-58 -- 18151 Inland Passage Way, Lathrop, CA95330

PERMIT AGREEMENT LATHROP RECYCLED WATER RIVER DISCHARGE OUTFALL

PARTIES:

RECLAMATION DISTRICT NO. 17 (RD 17)
CITY OF LATHROP (Permittee)

AFFECTED PROPERTY:

Levee along right (east) bank of San Joaquin River, City of Lathrop, County of San Joaquin;
Latitude 37 47.714 N, Longitude 121 18.423 W; Section 4, Township 2 S, Range 6 E, MDB&M.

AGREEMENT:

Permission is hereby granted by RD 17 to Permittee and its successors and assigns to construct, and maintain, a recycled water discharge outfall structure (Lathrop Recycled Water River Discharge, Inland Passage Way, Lathrop CA) with a single 20 inch diameter steel pipe crossing the RD 17 levee as per the 100% plans titled Lathrop Recycled Water River Discharge Inland Passage Way Lathrop, CA CIP WW 20-17, approved 6-3-2021 (also referred to as, the "approved project").

This permission is granted upon the following conditions, the failure of which shall cause this permit to terminate at the election of RD 17.

1. Permittee shall obtain the necessary easements and rights of way from the landowners upon whose land the approved project and improvements will be located.
2. Permittee shall upon completion of the approved project submit to RD 17 a survey signed and stamped by an appropriately qualified professional showing the profile and horizontal location of all new pipelines in the area of work (the "premises") and within 500 feet of the centerline of the RD 17 levee.

3. Permittee shall notify RD 17 Engineer Chris Neudeck or Jeff Mueller with Kjeldsen, Sinnock & Neudeck, Inc., 711 North Pershing Avenue, Stockton, California 95203, (209) 946-0268, one (1) week before initiating any construction or maintenance activity in the San Joaquin River or on or near the RD 17 levees or dredger cuts and when there is no activity for a period of five (5) working days, then twenty-four (24) hours prior to resumption of operations.

4. Permittee shall retain at Permittee's sole cost and expense a California registered Geotechnical Engineer to provide oversight of all work in the waterway or on or near the RD 17 levees and any and all water seepage, soil stability problems and changes in levee crown elevation shall be immediately reported to the RD 17 Engineer. A representative of the Geotechnical Engineer with control over the work shall be onsite continuously during the course of construction of all borings, excavations and pile driving within 300 feet of the centerline of the RD 17 levees.

5. In the event the RD 17 Engineer deems the safety of the RD 17 levee is being jeopardized by the approved project, he may order all or any portion of the work stopped, in which case Permittee agrees to immediately comply with the order.

6. Permittee's approved project activities shall not interfere with access along the levee crown road.

7. Indemnification and Insurance, etc.:

Permittee agrees to fully indemnify, defend and save harmless RD 17 including its governing boards, trustees, owners, partners, officers, agents, employees and contractors, herein collectively referred to as RD 17, against any and all loss, damage, liability, claim, demand, litigation, expense, including reasonable attorney's fees, resulting from injury or harm to any person or property arising out of Permittee's approved project facilities and operations permitted hereby excepting only such injury or harm caused by sole negligence or active negligence or willful misconduct of RD 17.

Permittee shall secure the naming of RD 17 as additional insured as to claims arising out of Permittee's approved project facilities and operations on the liability policies and to the limits which shall not be less than Twenty Million Dollars (\$20,000,000.00) per occurrence as required by Permittee of its contractors only during the period of the contractor's work within 300 feet of the center line of the RD 17 levee. Additionally, Contractor shall at all times during the construction period of the approved project until City Council acceptance, maintain comprehensive general liability insurance including coverage for all damages arising out of Permittee's approved project facilities and operations with limits of a minimum of Twenty Million Dollars (\$20,000,000.00) per occurrence but not less than Contractor's actual underlying and "excess" policy limits, to insure Permittee's obligations for personal injury and property damage as provided herein. All liability insurance shall be provided by California admitted carriers with a B+ or better rating. Certificates of said insurance shall be provided to RD 17 upon issuance and all renewals of said policies. Said certificates shall provide for thirty (30) days prior notice to RD 17 of termination of the insurance.

Permittee shall maintain comprehensive general liability insurance including coverage for all damages arising out of Permittee's facilities and operations with limits of a minimum of Ten Million Dollars (\$10,000,000.00) per occurrence but not less than Permittee's actual underlying and "excess" policy limits, to insure Permittee's obligations for personal injury and property damage as provided herein. All liability insurance shall be provided by California admitted carriers with a B+ or better rating and shall name RD 17 as an additional insured. Certificates of said insurance shall be provided to RD 17 upon issuance and all renewals of said policies. Said certificates shall provide for thirty (30) days prior notice to RD 17 of termination of the insurance.

8. Assumption of Risk:

Permittee acknowledges that the premises could be flooded from many causes, including without limitation, the following:

- a. Levee overtopping and levee failure due to natural causes such as winds, tides, barometric pressure changes, rainfall, rainfall runoff, earthquakes, levee settlement and rodents.
- b. Levee overtopping and levee failure due to man-related causes including negligence of the landowner, any Reclamation District and any other governmental agency such as inadequate or improper levee maintenance, flood fighting and/or patrol, dredging, water releases, obstructing water flows and water diversions.
- c. Failure of the drainage system due to natural or man-related causes, including negligence of owner, any reclamation district, and any governmental agency.
- d. Failure to construct, repair, maintain or operate levees, drainage or irrigation facilities or other facilities whether due to limited funding or otherwise.

City hereby expressly assumes the risk of damage to property and the related direct and indirect losses to Permittee, its contractors, employees and agents arising out of the above and hereby waives the right, including the right on the part of any insurer through subrogation, to make any claim pertaining to the same as against RD 17 and the landowners within RD 17. City agrees to hold RD 17 and the landowners within RD 17 free and harmless from and indemnify them for inverse condemnation of and for damages to property belonging to Permittee or used in connection with Permittee's operations including, without limitation, damage to equipment, improvements, site preparation, bridges, pipelines, valves and appurtenances caused by flooding due to the causes set forth above. The parties intend that this indemnity shall extend as broadly as legally permitted and shall apply except as arises from the sole negligence or active negligence or willful misconduct of the indemnified party.

9. Permittee shall within thirty (30) days of invoice, reimburse RD 17 for its reasonable out-of-pocket engineering and legal costs incurred in reviewing, preparing and processing this permit.

10. Permittee does hereby agree that at all times during and after the construction of the proposed improvements that Permittee shall, upon written demand by RD 17 perform at Permittee's own cost and expense and within the reasonable time limits set by RD 17 all rehabilitation, maintenance or repair work reasonably ordered to be performed by RD 17 which arises as a result of Permittee's approved project. Customary levee maintenance and improvement work shall not be a requirement of this paragraph unless the work is required as a result of Permittee's approved project improvements or unless the work area is within twenty-five (25) feet of Permittee's improvements; provided, however, Permittee shall within thirty (30) days of invoice reimburse RD 17 for any increased cost of performing levee maintenance and improvement work due to the presence of Permittee's approved project.

11. Permittee shall within ninety (90) days of completion of the construction contemplated hereby supply RD 17 with approved "as-built" drawings of the approved project construction.

12. This permit shall be subject to termination by the Board of Trustees of RD 17 upon failure of Permittee to adhere to the terms and conditions provided herein for a period of thirty (30) days after written notice (or such additional time as may reasonably be required to cure such failure as long as cure is commenced within thirty (30) days) and shall automatically terminate upon non-use of the permitted facility for the permitted purpose for a period of thirty-six (36) months. Upon any termination, City shall remove all structures including pipelines permitted hereby from the RD 17 levees in accordance with the reasonable requirements of RD 17 and the Central Valley Flood Protection Board.

13. If and in the event that in the sole discretion of the Board of Trustees of RD 17, work needs to be performed on the levee, banks, slopes or other RD 17 facilities in the immediate area of Permittee's approved project works, then and in that event City hereby gives to RD 17, its agents, employees or contractors, the right and permission to repair or remove and replace any and all works and any appurtenances thereto reasonably necessary to the performance of such work, provided that RD 17 will not excavate within twenty-five (25) feet of the approved project without first giving notification to the City and providing the City a reasonable opportunity to perform the necessary work at its own expense. City agrees that in the event the work is needed to address an emergency, the notification may be oral or by telephone, fax or e-mail; City's election to perform or not perform the work must be immediate; and if City elects to perform the work the performance must be immediate. City does hereby hold RD 17, its governing board, agents, employees and contractors, harmless from any and all liability arising out of or by reason of said proposed works, including, without limitation, any and all liability arising out of Permittee's proposed works having been approved, constructed, undertaken, damaged or removed as aforesaid. City shall within thirty (30) days from date of written demand by RD 17 reimburse RD 17 for (1) all costs and expenses incurred in the repair or removal and replacement of said works or any appurtenances thereto by RD 17 as per the above, including reasonable attorney's fees and interest and (2) for all costs and expenses incurred by RD 17 in performing levee, bank, slope, and waterway rehabilitation, maintenance or repair work which is reasonably necessary and caused by the presence of the proposed works. In the event enforcement action is required, the prevailing party shall be entitled to recover, in addition to such costs and expenses, the costs of suit together with reasonable attorney's fees to be fixed by the Court.

14. City agrees that to the extent its easements and improvements benefit from the operations of RD 17 that it will be subject to annual benefit type assessments and fees and charges.

15. All covenants of Permittee herein shall also be deemed conditions of this permit.

16. The terms and conditions herein shall bind the heirs, assigns, executors, administrators and transferees of Permittee and shall run with the permit. Permittee agrees as a condition of any transfer to obtain from the transferee its written agreement to comply with the terms of this agreement. Permittee shall notify RD 17 of the name and address of any transferee and provide to RD 17 a copy of said transferee's agreement within ten (10) days of the transfer.

17. Unless changed by written notice to RD 17, the mailing address for all notices to Permittee shall be: City of Lathrop, Attn: City Manager, 390 Towne Centre Drive, Lathrop, CA 95330.

18. This permit shall not be valid until an original which is fully signed and acknowledged in recordable form by all named parties is returned to RD 17, in care of Nomellini, Grilli & McDaniel Professional Law Corporations, P.O. Box 1461, Stockton, California 95201, telephone (209) 465-5883, fax (209) 465-3956.

19. Permittee agrees to execute any and all additional documents reasonably necessary to secure the recordation of this agreement or a memorandum thereof in the County of San Joaquin, State of California.

20. Time is of the essence in this permit.

21. No discharge shall be made from the facilities permitted hereby if such discharge will increase peak flood flows in the San Joaquin River.


22. No excavations shall take place within 500 feet of the landside toe of the levee without the prior written approval of the Reclamation District Engineer.

24. This permit is conditioned upon and shall not become effective until an encroachment permit for the project is granted by the Central Valley Flood Protection Board.

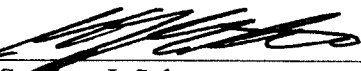
25. Rip-rap shall be installed to 200-year Flood Elevation = 28.0' (NAVD88).

[SIGNATURES ON THE FOLLOWING PAGE.]

RD 17:
RECLAMATION DISTRICT NO. 17

By:  7-19-2021
Dante John Nomellini Date
Secretary and Counsel

PERMITTEE:
CITY OF LATHROP

By:  8-16-21
Stephen J. Salvatore Date
City Manager

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 July 19, 2021 before me, JEAN MARIE URBANI, Notary Public, personally appeared Dante John Nomellini, 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.



Jean Marie Urbani

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 _____, 2021 before me, _____, Notary Public, personally appeared Stephen J. Salvatore, 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.

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

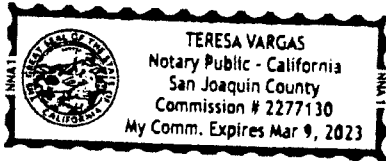
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of San Joaquin County }

On August 17, 2021 before me, Teresa Vargas, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Stephen J. Salvatore
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.

Place Notary Seal and/or Stamp Above

Signature *Teresa Vargas*
Signature of Notary Public

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: Permit Agreement Lathrop Recycled Water Discharge
Document Date: 8/16/2021 Number of Pages: 8 *Outfall*

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: City Manager Other: _____
Signer is Representing: City of Lathrop Signer is Representing: _____

**CITY MANAGER’S REPORT
SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING**

ITEM: DISCUSS INSTALLATION OF CAMERA SURVEILLANCE SYSTEMS FOR MAJOR CITY PARKS

RECOMMENDATION: Council to Discuss, Provide Direction to Staff and Adopt a Resolution Authorizing the Creation of CIP GG 22-35, for the Installation of Camera Surveillance Systems for Major City Parks, Amend the Position Control Roster and Related Budget Amendment

SUMMARY:

During the City Council Regular Meeting of July 12, 2021, Council requested options for a Surveillance Camera System in the City Parks. The information being presented are options and estimates generated from various vendors, contractors, current equipment and labor costs, and upgrades done to other city owned facilities.

A Surveillance Camera System (Camera System) is a group of cameras placed throughout a park that will capture and record video 24 hours a day. The recorder is located in a central office (City Hall) and can be accessed to play back captured video for a specific time and day. The cost for a SC system varies depending on the number of cameras needed to monitor areas throughout a park and the existing infrastructure for placement of the SC equipment. There are additional components needed in order to implement a Camera System: a recording storage device in order to remain in compliance with Lathrop’s video retention policy adopted by Council (by Resolution 11-3195), network infrastructure in order to be able to record video at a centralized site, and additional staff to maintain and monitor the equipment and data.

Below are cost estimates for the installation of surveillance camera systems at each major City Park:

Mossdale Park	\$160,000	Park West	\$100,000
William Moss Park	\$100,000	Woodfield Basin Park	\$90,000
Woodfield Park	\$100,000	Valverde Park	\$105,000
Generations Center	\$80,000	Sangalang Park	\$160,000

If Council chooses to move forward with the creation of CIP GG 22-35, for the installation of camera surveillance systems for major City Parks, the following items will need input and approval from Council:

- Which major City Parks to monitor?
 - *Estimated cost for all proposed major City Parks \$895,000*
- There will be ongoing maintenance and monitoring associated with these camera systems. Therefore, staff is requesting to advance the recruitment of an additional Information Technology Engineer I/II/III, previously intended for FY 22-23, in support of the new Police Department.

- A portion of this position will be used for the ongoing maintenance and monitoring required by these camera systems.
 - *Estimated personnel cost \$105,000*

BACKGROUND:

During the City Council Regular Meeting of July 12, 2021, Council requested options for a Surveillance Camera System in the City Parks. The information being presented are options and estimates generated from various vendors, contractors, current equipment and labor costs, and upgrades done to other city owned facilities.

A Surveillance Camera System (Camera System) is a group of cameras placed throughout a park that will capture and record video 24 hours a day. The recorder is located in a central office (City Hall) and can be accessed to play back captured video for a specific time and day. The cost for a SC system varies depending on the number of cameras needed to monitor areas throughout a park and the existing infrastructure for placement of the SC equipment. There are additional components needed in order to implement a Camera System: a recording storage device in order to remain in compliance with Lathrop’s video retention policy adopted by Council (by Resolution 11-3195), network infrastructure in order to be able to record video at a centralized site, and additional staff to maintain and monitor the equipment and data.

Below is a breakdown of a Surveillance Camera System for each major City Park:

Mossdale Park	Cost Estimate
<i>Equipment – 6 Camera System</i>	
<i>Infrastructure – New Poles, Equipment Cabinet, Electrical, Trenching, Overhead</i>	<i>\$98,500</i>
<i>Communications & Other Technology – Multi Sensor PTZ, Network Switch, Pole Fiber POE/Convert Switch, Recorder, Network Wiring/Fiber, Communications Radios</i>	<i>\$61,500</i>
Mossdale Park Total	\$160,000

Park West	Cost Estimate
<i>Equipment – 3 Camera System</i>	
<i>Infrastructure – New Poles, Equipment Cabinet, Electrical, Trenching, Overhead</i>	<i>\$57,000</i>
<i>Communications & Other Technology – Multi Sensor PTZ, Network Switch, Pole Fiber POE/Convert Switch, Recorder, Network Wiring/Fiber, Communications Radios</i>	<i>\$43,000</i>
Park West Total	\$100,000

William Moss Park	Cost Estimate
<i>Equipment – 3 Camera System</i>	
<i>Infrastructure – New Poles, Equipment Cabinet, Electrical, Trenching, Overhead</i>	\$57,000
<i>Communications & Other Technology – Multi Sensor PTZ, Network Switch, Pole Fiber POE/Convert Switch, Recorder, Network Wiring/Fiber, Communications Radios</i>	\$43,000
William Moss Park Total	\$100,000

Woodfield Basin Park	Cost Estimate
<i>Equipment – 2 Camera System</i>	
<i>Infrastructure – New Poles, Equipment Cabinet, Electrical, Trenching, Overhead</i>	\$52,000
<i>Communications & Other Technology – Multi Sensor PTZ, Network Switch, Pole Fiber POE/Convert Switch, Recorder, Network Wiring/Fiber, Communications Radios</i>	\$38,000
Woodfield Basin Park Total	\$90,000

Woodfield Park	Cost Estimate
<i>Equipment – 2 Camera System</i>	
<i>Infrastructure – New Poles, Equipment Cabinet, Electrical, Trenching, Overhead</i>	\$62,000
<i>Communications & Other Technology – Multi Sensor PTZ, Network Switch, Pole Fiber POE/Convert Switch, Recorder, Network Wiring/Fiber, Communications Radios</i>	\$38,000
Woodfield Park Total	\$100,000

Valverde Park	Cost Estimate
<i>Equipment – 3 Camera System</i>	
<i>Infrastructure – New Poles, Equipment Cabinet, Electrical, Trenching, Overhead</i>	\$62,000
<i>Communications & Other Technology – Multi Sensor PTZ, Network Switch, Pole Fiber POE/Convert Switch, Recorder, Network Wiring/Fiber, Communications Radios</i>	\$43,000
Valverde Park Total	\$105,000

Generations Center	Cost Estimate
<i>Equipment – 4 Camera System</i>	
<i>Infrastructure – New Poles, Equipment Cabinet, Electrical, Trenching, Overhead</i>	\$30,000
<i>Communications & Other Technology – Multi Sensor PTZ, Network Switch, Pole Fiber POE/Convert Switch, Recorder, Network Wiring/Fiber, Communications Radios</i>	\$50,000
Generations Center Total	\$80,000

Sangalang Park	Cost Estimate
<i>Equipment – 3 Camera System</i>	
<i>Infrastructure – New Poles, Equipment Cabinet, Electrical, Trenching, Overhead</i>	<i>\$106,000</i>
<i>Communications & Other Technology – Multi Sensor PTZ, Network Switch, Pole Fiber POE/Convert Switch, Recorder, Network Wiring/Fiber, Communications Radios</i>	<i>\$55,000</i>
Sangalang Park Total	\$160,000

If Council chooses to move forward with the creation of CIP GG 22-35, for the installation of camera surveillance systems for major City Parks, the following items will need input and approval from Council:

- Which major City Parks to monitor?
 - *Estimated cost for all proposed major City Parks \$895,000*
- There will be ongoing maintenance and monitoring associated with these camera systems. Therefore, staff is requesting to advance the recruitment of an additional Information Technology Engineer I/II/III, previously intended for FY 22-23, in support of the new Police Department. A portion of this position will be used for the ongoing maintenance and monitoring required by these camera systems.
 - *Estimated personnel cost \$105,000*

REASON FOR RECOMMENDATION:

The installation of surveillance camera systems have the potential to assist in reducing crime and vandalism. This discussion item provides staff options to implement surveillance infrastructure in various major parks to curb vandalism and reduce costs for repairs and replacement of public infrastructure.

FISCAL IMPACT:

Approval of CIP GG 22-35, the surveillance camera system could result in a fiscal impact of up to \$1,000,000 in Fiscal Year 2021-22 (depending upon which mix of park facilities are recommended by City Council to approve).

The budget table (depicted in the following page) provides an overview of the proposed costs for Fiscal Year 2021-22, and are the estimated cost summaries to implement camera systems for each major City Park:

Park	Cost Estimate	Park	Cost Estimate
Mossdale Park	\$160,000	Park West	\$100,000
William Moss Park	\$100,000	Woodfield Basin Park	\$90,000
Woodfield Park	\$100,000	Valverde Park	\$105,000
Generations Center	\$80,000	Sangalang Park	\$160,000

The Resolution provided to City Council, provides the opportunity to authorize an appropriation of unallocated fund balance from the General Fund to facilitate the project costs. The proposed budget amendment also includes the addition of the necessary staff for project management, maintenance, monitoring and data processing.

ATTACHMENTS:

- A. Resolution
- B. Position Control Roster

CITY MANAGER'S REPORT
SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING
CIP GG 22-35 CAMERA SURVEILLANCE SYSTEMS FOR MAJOR CITY PARKS

APPROVALS:



Ken Reed
Senior Construction Manager

9-8-2021

Date



Tony Fernandes
Chief Information Officer

9-8-2021

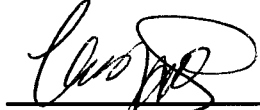
Date



Michael King
Public Works Director

9-8-2021


Date



Cari James
Finance Director

9/8/2021

Date



Salvador Navarrete
City Attorney

9.8.2021

Date



Stephen J. Salvatore
City Manager

9.8.21

Date

RESOLUTION NO. 21-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AUTHORIZING THE CREATION OF CIP GG 22-35, FOR THE INSTALLATION OF CAMERA SURVEILLANCE SYSTEMS FOR MAJOR CITY PARKS, AMEND THE POSITION CONTROL ROSTER AND RELATED BUDGET AMENDMENT

WHEREAS, during the City Council Regular Meeting of July 12, 2021, Council requested options for a surveillance camera system in the City Parks; and

WHEREAS, the information being presented are options and estimates generated from various vendors, contractors, current equipment and labor costs, and upgrades done to other city owned facilities; and

WHEREAS, staff presented the following cost estimates for the installation of surveillance camera systems at each major City Park:

Mossdale Park	\$160,000	Park West	\$100,000
William Moss Park	\$100,000	Woodfield Basin Park	\$90,000
Woodfield Park	\$100,000	Valverde Park	\$105,000
Generations Center	\$80,000	Sangalang Park	\$160,000; and

WHEREAS, if Council chooses to move forward with a camera system, staff will need direction on which major City Parks to monitor, and approval of the related budget amendment; and

WHEREAS, if Council wishes to move forward with creating CIP GG 22-35, for the installation of camera surveillance systems for major City Parks, the estimated cost is \$895,000; and

WHEREAS, there will be ongoing maintenance and monitoring services associated with these camera systems, therefore, staff is requesting to advance the recruitment of an additional Information Technology Engineer I/II/III, previously intended for FY 22-23, in support of the new Police Department; and

WHEREAS, a portion of this position will be used for the ongoing maintenance and monitoring required by these camera systems, at an estimated cost of \$105,000 for the remainder of the current Fiscal Year; and

WHEREAS, the following options were considered by Council:

Mossdale Park	Cost Estimate
<i>Equipment – 6 Camera System</i>	
<i>Infrastructure – New Poles, Equipment Cabinet, Electrical, Trenching, Overhead</i>	\$98,500
<i>Communications & Other Technology – Multi Sensor PTZ, Network Switch, Pole Fiber POE/Convert Switch, Recorder, Network Wiring/Fiber, Communications Radios</i>	\$61,500
Mossdale Park Total	\$160,000

Park West	Cost Estimate
<i>Equipment – 3 Camera System</i>	
<i>Infrastructure – New Poles, Equipment Cabinet, Electrical, Trenching, Overhead</i>	\$57,000
<i>Communications & Other Technology – Multi Sensor PTZ, Network Switch, Pole Fiber POE/Convert Switch, Recorder, Network Wiring/Fiber, Communications Radios</i>	\$43,000
Park West Total	\$100,000
William Moss Park	Cost Estimate
<i>Equipment – 3 Camera System</i>	
<i>Infrastructure – New Poles, Equipment Cabinet, Electrical, Trenching, Overhead</i>	\$57,000
<i>Communications & Other Technology – Multi Sensor PTZ, Network Switch, Pole Fiber POE/Convert Switch, Recorder, Network Wiring/Fiber, Communications Radios</i>	\$43,000
William Moss Park Total	\$100,000
Woodfield Basin Park	Cost Estimate
<i>Equipment – 2 Camera System</i>	
<i>Infrastructure – New Poles, Equipment Cabinet, Electrical, Trenching, Overhead</i>	\$52,000
<i>Communications & Other Technology – Multi Sensor PTZ, Network Switch, Pole Fiber POE/Convert Switch, Recorder, Network Wiring/Fiber, Communications Radios</i>	\$38,000
Woodfield Basin Park Total	\$90,000
Woodfield Park	Cost Estimate
<i>Equipment – 2 Camera System</i>	
<i>Infrastructure – New Poles, Equipment Cabinet, Electrical, Trenching, Overhead</i>	\$62,000
<i>Communications & Other Technology – Multi Sensor PTZ, Network Switch, Pole Fiber POE/Convert Switch, Recorder, Network Wiring/Fiber, Communications Radios</i>	\$38,000
Woodfield Park Total	\$100,000
Valverde Park	Cost Estimate
<i>Equipment – 3 Camera System</i>	
<i>Infrastructure – New Poles, Equipment Cabinet, Electrical, Trenching, Overhead</i>	\$62,000
<i>Communications & Other Technology – Multi Sensor PTZ, Network Switch, Pole Fiber POE/Convert Switch, Recorder, Network Wiring/Fiber, Communications Radios</i>	\$43,000
Valverde Park Total	\$105,000

Generations Center	Cost Estimate
<i>Equipment – 4 Camera System</i>	
<i>Infrastructure – New Poles, Equipment Cabinet, Electrical, Trenching, Overhead</i>	\$30,000
<i>Communications & Other Technology – Multi Sensor PTZ, Network Switch, Pole Fiber POE/Convert Switch, Recorder, Network Wiring/Fiber, Communications Radios</i>	\$50,000
Generations Center Total	\$80,000

Sangalang Park	Cost Estimate
<i>Equipment – 3 Camera System</i>	
<i>Infrastructure – New Poles, Equipment Cabinet, Electrical, Trenching, Overhead</i>	\$106,000
<i>Communications & Other Technology – Multi Sensor PTZ, Network Switch, Pole Fiber POE/Convert Switch, Recorder, Network Wiring/Fiber, Communications Radios</i>	\$55,000
Sangalang Park Total	\$160,000

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby discussed and approves the creation of CIP GG 22-35, for the installation of camera surveillance systems for major City Parks, and approves amending the position control roster to advance the recruitment for an Information Technology Engineer I/II/III, previously intended for FY 22-23, in support of the new Police Department; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop approves the corresponding budget amendment based on the selected options, from the General Fund Reserves to the designated Fund Accounts:

Approved Expense	Budget Amendment	Fund Account
Mossdale Park	\$160,000	
William Moss Park	\$100,000	
Woodfield Park	\$100,000	
Generations Center	\$80,000	Parks CIP Expense Account
Park West	\$100,000	
Woodfield Basin Park	\$90,000	
Valverde Park	\$105,000	
Sangalang Park	\$160,000	
Information Technology Engineer I/II/III	\$105,000	Information Technology Salaries 1010-1720-410-1100

<u>Increase Transfer Out</u> 1010-9900-990-9010		\$895,000
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<u>Increase Transfer In</u> 3010-9900-393-0000	GG22-35	\$895,000
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<u>Increase Expenditures</u> 3010-8000-420-0100	GG22-35	\$895,000
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The foregoing resolution was passed and adopted this 13th day of September 2021, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

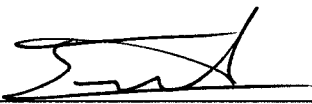
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

ATTACHMENT B

AUTHORIZED POSITIONS BY DEPARTMENT

	2021/22 Adopted	2021/22 Amended 9/13/21	2022/23 Adopted	2022/23 Amended 9/13/21
CITY ATTORNEY				
City Attorney				
Administrative Assistant I/II/III	1.00	1.00	1.00	1.00
City Attorney	1.00	1.00	1.00	1.00
Senior Administrative Assistant	1.00	1.00	1.00	1.00
Total	3.00	3.00	3.00	3.00
CITY ATTORNEY - Total	3.00	3.00	3.00	3.00
CITY CLERK				
City Clerk				
Deputy City Clerk	1.00	1.00	1.00	1.00
Director of Government Services/City Clerk	0.50	0.50	0.50	0.50
Total	1.50	1.50	1.50	1.50
CITY CLERK - Total	1.50	1.50	1.50	1.50
CITY MANAGER				
City Manager				
City Engineer	0.15	0.15	0.15	0.15
City Manager	1.00	1.00	1.00	1.00
Director of Government Services/City Clerk	0.50	0.50	0.50	0.50
Economic Development Administrator	1.00	1.00	1.00	1.00
Total	2.65	2.65	2.65	2.65
CITY MANAGER - Total	2.65	2.65	2.65	2.65
COMMUNITY DEVELOPMENT				
Planning				
Administrative Assistant I/II/III	0.33	0.33	0.33	0.33
Associate Planner	1.00	1.00	1.00	1.00
Director of Community Development	1.00	1.00	1.00	1.00
Principal Planner	1.00	1.00	1.00	1.00
Senior Administrative Assistant	1.00	1.00	1.00	1.00
Total	4.33	4.33	4.33	4.33
COMMUNITY DEVELOPMENT - Total	4.33	4.33	4.33	4.33

Budget for Fiscal Year 21/22 - 22/23

AUTHORIZED POSITIONS BY DEPARTMENT

	2021/22 Adopted	2021/22 Amended 9/13/21	2022/23 Adopted	2022/23 Amended 9/13/21
FINANCE				
Finance				
Accountant I/II	1.00	2.00	1.00	2.00
Accounting Manager	1.00	1.00	1.00	1.00
Accounting Specialist I/II/Technician	5.00	5.00	5.00	5.00
Administrative Technician I/II	1.00	1.00	1.00	1.00
Deputy Finance Director	1.00	1.00	1.00	1.00
Director of Finance	1.00	1.00	1.00	1.00
Finance Manager	1.00	1.00	1.00	1.00
Management Analyst I/II	0.50	0.50	0.50	0.50
Senior Administrative Assistant	1.00	1.00	1.00	1.00
Senior Management Analyst	1.00	1.00	1.00	1.00
Total	13.50	14.50	13.50	14.50
FINANCE - Total	13.50	14.50	13.50	14.50
HUMAN RESOURCES				
Human Resources				
Human Resources Director	1.00	1.00	1.00	1.00
Human Resources Manager	1.00	1.00	1.00	1.00
HR Analyst I/II	0.00	1.00	0.00	1.00
Total	2.00	3.00	2.00	3.00
HUMAN RESOURCES - Total	2.00	3.00	2.00	3.00
INFORMATION TECHNOLOGY				
Information Technology				
Administrative Assistant I/II/III	0.50	0.50	0.50	0.50
Chief Information Officer	1.00	1.00	1.00	1.00
Information Technology Engineer I/II/III	3.00	5.00	3.00	5.00
Total	4.50	6.50	4.50	6.50
INFORMATION TECHNOLOGY - Total	4.50	6.50	4.50	6.50

AUTHORIZED POSITIONS BY DEPARTMENT

	2021/22 Adopted	2021/22 Amended 9/13/21	2022/23 Adopted	2022/23 Amended 9/13/21
POLICE DEPARTMENT				
Sworn				
Police Chief	1.00	1.00	1.00	1.00
Police Commander	2.00	2.00	2.00	2.00
Police Detective	2.00	2.00	1.00	1.00
Police Officer	22.00	22.00	18.50	18.50
Police Sergeant	6.00	6.00	5.00	5.00
Total	33.00	33.00	27.50	27.50
Non-Sworn				
Crime & Intelligence Analyst	0.00	1.00	0.00	1.00
Police Records Assistant I/II	0.00	2.00	0.00	2.00
Police Records Supervisor	0.00	1.00	0.00	1.00
Total	0.00	4.00	0.00	4.00
Administration				
Management Analyst I/II	0.00	0.00	1.00	1.00
Executive Assistant (Police Services Manager Underfill)	0.00	0.00	1.00	1.00
Senior Administrative Assistant	0.00	0.00	1.00	1.00
Total	0.00	0.00	3.00	3.00
Community Services Division				
Community Services Supervisor	1.00	1.00	1.00	1.00
Community Services Officer I/II/III	3.00	5.00	3.00	5.00
Administrative Assistant I/II/III	0.50	0.50	0.50	0.50
Animal Services Assistant	1.00	1.00	1.00	1.00
Total	5.50	7.50	5.50	7.50
POLICE DEPARTMENT - Total	38.50	44.50	36.00	42.00

AUTHORIZED POSITIONS BY DEPARTMENT

	2021/22 Adopted	2021/22 Amended 9/13/21	2022/23 Adopted	2022/23 Amended 9/13/21
MEASURE C				
Administrative Assistant I/II/III	1.00	1.00	1.00	1.00
Deputy Director of Parks, Recreation and Maint. Services	1.00	1.00	1.00	1.00
Recreation Leader	0.90	0.90	0.90	0.90
Senior Recreation Leader	1.00	1.00	1.00	1.00
Total	3.90	3.90	3.90	3.90
Essential City Services - Contract Staff				
Deputy Sheriff II	1.00	1.00	0.00	0.00
Deputy Sheriff II for Community Impact	1.00	1.00	0.00	0.00
Deputy Sheriff II for Investigations	1.00	1.00	0.00	0.00
Deputy Sheriff II for School Resource Off	1.00	1.00	0.00	0.00
Deputy Sheriff II Patrol	0.50	0.50	0.00	0.00
Sergeant to serve as Supervisor	1.00	1.00	0.00	0.00
Total	5.50	5.50	0.00	0.00
Essential City Services - Police Department				
Police Detective	0.00	0.00	1.00	1.00
Police Officer	0.00	0.00	3.50	3.50
Police Sergeant	0.00	0.00	1.00	1.00
Total	0.00	0.00	5.50	5.50
Lathrop Manteca Fire District				
Battalion Chiefs	1.98	1.98	1.98	1.98
Firefighters/Engineers	6.00	6.00	6.00	6.00
Total	7.98	7.98	7.98	7.98
MEASURE C - Total	17.38	17.38	17.38	17.38

Budget for Fiscal Year 21/22 - 22/23

AUTHORIZED POSITIONS BY DEPARTMENT

	2021/22 Adopted	2021/22 Amended 9/13/21	2022/23 Adopted	2022/23 Amended 9/13/21
PARKS, RECREATION AND MAINTENANCE SERVICES				
Parks and Recreation				
Administrative Assistant I/II/III	1.00	1.00	1.00	1.00
Director of Parks, Recreation and Maintenance Services	1.00	1.00	1.00	1.00
Management Analyst I/II	1.25	1.25	1.25	1.25
Recreation Coordinator	3.00	3.00	3.00	3.00
Recreation Leaders	8.55	8.55	8.55	8.55
Recreation Supervisor	1.00	1.00	1.00	1.00
Senior Recreation Leaders	3.35	3.35	4.35	4.35
Total	19.15	19.15	20.15	20.15
Maintenance Services				
Maintenance Services Supervisor	1.00	1.00	1.00	1.00
Maintenance Worker I/II/III	9.00	9.00	9.00	9.00
Total	10.00	10.00	10.00	10.00
PARKS, RECREATION AND MAINTENANCE SERVICES - Total	29.15	29.15	30.15	30.15
PUBLIC SAFETY				
Administration				
Management Analyst I/II	1.00	1.00	0.00	0.00
Police Services Manager	1.00	1.00	0.00	0.00
Senior Administrative Assistant	1.00	1.00	0.00	0.00
Total	3.00	3.00	0.00	0.00
Contract Staff				
Chief of Police	1.00	1.00	0.00	0.00
Deputy Sheriff II for Com Resource Off	1.00	1.00	0.00	0.00
Deputy Sheriff II for Investigations	1.00	1.00	0.00	0.00
Deputy Sheriff II for Patrol	16.50	16.50	0.00	0.00
Deputy Sheriff II for School Resource Off	1.00	1.00	0.00	0.00
Lieutenant to serve as Supervisor	1.00	1.00	0.00	0.00
Sergeant to serve as Supervisor	1.00	1.00	0.00	0.00
Total	22.50	22.50	0.00	0.00
PUBLIC SAFETY - Total	25.50	25.50	0.00	0.00

Budget for Fiscal Year 21/22 - 22/23

AUTHORIZED POSITIONS BY DEPARTMENT

	2021/22 Adopted	2021/22 Amended 9/13/21	2022/23 Adopted	2022/23 Amended 9/13/21
PUBLIC WORKS				
Building				
Administrative Assistant I/II/III	0.33	0.33	0.33	0.33
Building Inspector I/II/III	2.00	2.00	2.00	2.00
Chief Building Official	1.00	1.00	1.00	1.00
Permit and Plan Check Supervisor	1.00	1.00	1.00	1.00
Permit Technician	2.00	2.00	2.00	2.00
Total	6.33	6.33	6.33	6.33
Public Works				
Administrative Assistant I/II	2.34	2.34	2.34	2.34
Assistant Engineer	1.00	1.00	1.00	1.00
Associate Engineer	1.00	1.00	1.00	1.00
City Engineer	0.85	0.85	0.85	0.85
Construction Inspector I/II	2.00	2.00	2.00	2.00
Construction Inspector III	1.00	1.00	1.00	1.00
Construction Superintendent	1.00	1.00	1.00	1.00
Director of Public Works	1.00	1.00	1.00	1.00
Executive Assistant	1.00	1.00	1.00	1.00
Land Development Manager	1.00	1.00	1.00	1.00
Management Analyst I/II	0.25	0.25	0.25	0.25
Meter Reader	1.00	1.00	1.00	1.00
Senior Administrative Assistant	1.00	1.00	1.00	1.00
Senior Civil Engineer	1.00	1.00	1.00	1.00
Senior Construction Manager	1.00	1.00	1.00	1.00
Utility Operations Superintendent	1.00	1.00	1.00	1.00
Utility Operator I/II/III	6.00	6.00	6.00	6.00
Utility Plant Manager	1.00	1.00	1.00	1.00
Total	24.44	24.44	24.44	24.44
PUBLIC WORKS - Total	30.77	30.77	30.77	30.77
Grand Total	172.78	182.78	145.78	155.78
Total City Staff Positions	136.80	146.80	137.80	147.80
Total Contractual Positions	35.98	35.98	7.98	7.98
Total Funded Positions	172.78	182.78	145.78	155.78

ITEM 5.7

CITY MANAGER'S REPORT SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING

ITEM: PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER A RESOLUTION REMOVING LATHROP ROAD, BETWEEN HARLAN ROAD AND MCKINLEY AVENUE, AS AN APPROVED TRUCK ROUTE PURSUANT TO LATHROP MUNICIPAL CODE 10.16.030

RECOMMENDATION: City Council to Consider the Following:
1. Hold a Public Hearing; and
2. Adopt a Resolution Removing Lathrop Road Between Harlan Road And McKinley Avenue as an Approved Truck Route Pursuant to LMC 10.16.030

SUMMARY:

At its August 9th City Council meeting, Council directed staff to bring an item that would prohibit all truck traffic on Lathrop Road between Harlan Road and McKinley Avenue, see Attachment B for a Location Map. In accordance with Lathrop Municipal Code (LMC) Section 10.16.030 and Ordinance 06-262 adopted by City Council in September 2006, City Council can establish and revise truck routes by resolution provided that a duly advertised public hearing is held.

Tonight staff is recommending that City Council hold a public hearing and consider removing Lathrop Road between Harlan Road and McKinley Avenue as an approved truck route.

BACKGROUND:

In September 2006, City Council adopted Ordinance 06-262 to allow updating of the list of citywide designated truck routes by resolution and in December 2006 City Council passed Resolution No. 06- 2327 formally adopting the list of truck routes. Lathrop Road was included in the list of roadways designated as truck routes. Ordinance 06-262 also states that truck routes may be revised by resolution provided that a duly advertised public hearing is held. A notice of this public hearing was given pursuant to California Government Code section 65091.

During the August 9, 2021 City Council Meeting staff, presented three options to address recent concerns raised regarding the use of trucks on Lathrop Road between Harlan Road and McKinley Avenue. Those options included performing a local truck study, prohibiting the longer Surface Transportation Assistance Act (STAA) trucks and prohibiting all trucks. Council directed staff to bring an item that would prohibit all truck traffic on this section of Lathrop Road.

CITY MANAGER'S REPORT **PAGE 2**
SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING
CONSIDER REMOVING LATHROP ROAD BETWEEN HARLAN ROAD AND
MCKINLEY AVENUE AS AN APPROVED TRUCK ROUTE

California Vehicle Code (CVC) section 35401.5 allows local authorities to consider safety when establishing or denying truck access routes. City Council has received concerns from residents along Lathrop Road and may consider those safety concerns plus all other evidence presented at the Public Hearing for this item to make a legislative finding that it is appropriate, on the basis of safety considerations, to remove Lathrop Road between Harlan Road and McKinley Avenue as an approved truck route.

Should Council remove Lathrop Road between Harlan Road and McKinley Avenue as an approved truck route, McKinley Avenue between Lathrop Road and Louise Avenue would serve as the legal designated path of travel for trucks.

Council may find that this proposed Resolution is for the protection of the environment and therefore categorically exempt from CEQA pursuant to Article 19, Class 8, Categorical Exemption, Section 15308, entitled "Action by Regulatory Agencies for Protection of the Environment."

FISCAL IMPACT:

None at this time. Should Council approve the item staff will update the appropriate striping and signage with funds already allocated in the adopted Fiscal Year 2021/22 budget.

ATTACHMENTS:

- A. Resolution Removing Lathrop Road, Between Harlan Road And McKinley Avenue, as an Approved Truck Route Pursuant to Lathrop Municipal Code 10.16.030
- B. Location Map – Lathrop Road between Harlan Road and McKinley Avenue

CITY MANAGER'S REPORT
SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING
CONSIDER REMOVING LATHROP ROAD BETWEEN HARLAN ROAD AND
MCKINLEY AVENUE AS AN APPROVED TRUCK ROUTE

APPROVALS:



Michael King
Director of Public Works

9.1.2021


Date



Glenn Gebhardt
City Engineer

9/1/21

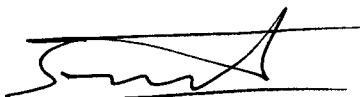
Date



Cari James
Finance & Administrative
Services Director

9/2/2021

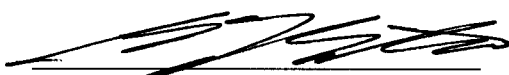
Date



Salvador Navarrete
City Attorney

8-31-2021

Date



Stephen J. Salvatore
City Manager

9.7.21

Date

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP REMOVING LATHROP ROAD, BETWEEN HARLAN ROAD AND MCKINLEY AVENUE, AS AN APPROVED TRUCK ROUTE PURSUANT TO LATHROP MUNICIPAL CODE 10.16.030

WHEREAS, City Council adopted Ordinance 06-262 updating the list of citywide designated truck routes by Resolution and in December 2006 City Council passed Resolution No. 06-2327 formally adopting a list of truck routes and Lathrop Road was included in the list of roadways designated as a truck route; and

WHEREAS, City Council has received concerns from the public regarding the use of trucks on Lathrop Road between Harlan Road and McKinley Avenue; and

WHEREAS, California Vehicle Code (CVC) section 35401.5 allows local authorities to consider safety when establishing or denying truck access routes; and

WHEREAS, during the August 9, 2021 City Council Meeting staff presented three options to address recent concerns raised regarding the use of trucks on Lathrop Road between Harlan Road and McKinley Avenue. Those options included performing a local truck study, prohibiting the longer Surface Transportation Assistance Act (STAA) trucks and prohibiting all trucks; and

WHEREAS, City Council directed staff to bring an item that would prohibit all truck traffic on Lathrop Road between Harlan Road and McKinley Avenue; and

WHEREAS, City Council may consider those safety concerns plus all other evidence presented at the Public Hearing for said item to make a legislative finding that it is appropriate, on the basis of safety considerations, to remove Lathrop Road between Harlan Road and McKinley Avenue as an approved truck route pursuant to California Vehicle Code section 35401.5 and Lathrop Municipal Code section 10.16.030; and

WHEREAS, Should Council remove Lathrop Road between Harlan Road and McKinley Avenue as an approved truck route, McKinley Avenue between Lathrop Road and Louise Avenue would serve as the legal designated path of travel for trucks; and

WHEREAS, Council may find that this Resolution is for the protection of the environment and therefore categorically exempt from CEQA pursuant to Article 19, Class 8, Categorical Exemption, Section 15308, entitled "Action by Regulatory Agencies for Protection of the Environment"; and

WHEREAS, a notice of this public hearing was given pursuant to California Government Code section 65091.

NOW, THEREFORE, BE IT RESOLVED that, on the basis of all evidence received, the City Council of the City of Lathrop does hereby:

1. Find that this Resolution is for the protection of the environment and therefore categorically exempt from CEQA pursuant to Article 19, Class 8, Categorical Exemption, Section 15308, entitled "Action by Regulatory Agencies for Protection of the Environment"; and
2. Find that it is appropriate, on the basis of safety concerns, to remove Lathrop Road, between Harlan Road and McKinley Avenue, as an approved truck route pursuant to California Vehicle Code section 35401.5 and Lathrop Municipal Code section 10.16.030; and
3. Remove Lathrop Road, between Harlan Road and McKinley Avenue, as an approved truck route.

The foregoing resolution was passed and adopted this 13th day of September 2021, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

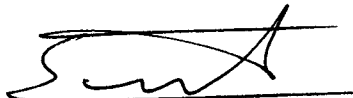
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney



LEGEND

- Truck Route
- STAA Route



LATHROP ROAD - TRUCK ROUTE

HARLAN ROAD - MCKINLEY AVENUE



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ITEM 5.8

CITY MANAGER'S REPORT SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING

ITEM: PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER MUNICIPAL CODE AMENDMENT TO AMEND TITLE 5, BUSINESS LICENSES AND REGULATIONS, CHAPTER 5.04, BUSINESS LICENSES GENERALLY, CHAPTER 5.26, PROHIBITION AGAINST COMMERCIAL CANNABIS, AND TITLE 17, ZONING, CHAPTER 17.18, PROHIBITED CANNABIS ACTIVITIES (TA-21-116)

RECOMMENDATION: Council to Consider the Following:

1. Hold a Public Hearing; and
2. First Reading and Introduce an Ordinance Amending Title 5, Business Licenses and Regulations, Chapter 5.04, Business Licenses Generally, Chapter 5.26, Prohibition Against Commercial Cannabis, and Title 17, Zoning, Chapter 17.18, Prohibited Cannabis Activities.

SUMMARY:

The proposed Municipal Code Text Amendment is a Council-initiated proposal to modify Chapter 5.04 titled "Business Licenses Generally", Chapter 5.26 titled "Prohibition Against Commercial Cannabis" and Chapter 17.18 titled "Prohibited Cannabis Activities" to permit commercial cannabis activities to operate in the City. The proposed amendments include establishing cannabis regulations to protect the health, safety, and welfare of the residents of Lathrop and to enforce rules and regulations consistent with state law; and amending Title 17, Zoning, to permit cannabis dispensaries in commercial zoning districts subject to a Conditional Use Permit. Approval of the text amendment would allow one (1) cannabis dispensary to operate in the City.

BACKGROUND:

State of California

From 1996 to 2015, California voters and the Legislature adopted several bills regarding the use and regulation of medical marijuana. In November 2016, the voters of the State of California approved and passed Proposition 64, also known as the "Adult Use of Marijuana Act" ("AUMA").

In June 2017, California Passed SB 94, that integrated the Medical Marijuana Regulation and Safety Act ("MCRSA") and the AUMA to create the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA") contained in Division 10 of the California Business and Professions Code. Under MAUCRSA, a single regulatory system governs the medicinal and adult-use cannabis industry in California.

City of Lathrop

On January 29, 2018, the City Council adopted Ordinance No. 18-387 for the prohibition against all commercial cannabis activities within City limits. The Ordinance established Chapter 5.26 titled "Prohibition Against Commercial Cannabis" and Chapter 17.18 titled "Prohibited Cannabis Activities." The Ordinance stated that "Commercial cannabis activities of all types including but not limited to, dispensaries, collectives, cooperatives, distribution manufacturing, delivery, storing, testing, sale, processing and cultivation are expressly prohibited within the city limits."

On February 8, 2021, an initial Regional Cannabis Update was presented to the City Council providing an update on cannabis regulations and permitting in San Joaquin County. The update provided detail regarding the Ordinances passed by San Joaquin County to regulate and tax cannabis businesses.

On July 12, 2021, a Cannabis Update was presented to the City Council at their request from the February 8, 2021, Regional Cannabis Update. This Update presented a survey of surrounding jurisdiction's cannabis regulations and various State license types and descriptions. The Update presented a number of options for City Council input and discussion, including but not limited to a public benefit fee, number of cannabis businesses permitted, and cannabis license types.

On August 2, 2021, a Commercial Cannabis Discussion was conducted by the City Council and further provided options for the City Council to discuss and provide direction to City Staff. The discussion included application processing, development regulations, selection process, application requirements and fees, and next steps/implementation actions. The City Council provided direction to City Staff to prepare an Ordinance to establish cannabis regulations and to allow one (1) cannabis dispensary to operate in the City.

Planning Commission

At their special meeting of September 1, 2021, the Planning Commission considered the proposed amendments to Chapter 5.26 and Chapter 17.18 to establish cannabis regulations and to clarify where cannabis business uses are permitted within the City. During deliberation, the Planning Commission raised concerns related to the location in which the single cannabis dispensary will be located, including but not limited to: 1) close proximity to existing and future residential uses, 2), the cannabis dispensary may be incompatible with existing commercial retail establishments, 3) concern related to foot-traffic at a cannabis dispensary, such as long waiting lines, and 4) consideration to allow the cannabis dispensary to operate in Industrial Zoning Districts.

Following their deliberation, the Planning Commission voted 4-1 recommending the proposed amendments to the Lathrop Municipal Code. Planning Commission's action includes the following recommendations:

- Cannabis activities shall not be permitted in the following zoning districts: CR-RI (Regional Commercial-River Islands); CN (Neighborhood Commercial); CS-MV (Service Commercial-Mosssdale Village; CO-CL (Commercial Office-Central Lathrop); CH-MV (Highway Commercial-Mosssdale Village; and CV-MV (Village Commercial-Mosssdale Village).
- Allow Cannabis activities in the Industrial Zoning Districts within the City of Lathrop, subject to the approval of a Conditional Use Permit.
- Increase the City Council recommended buffer from 1,000-ft. to 1,500-ft. (measured from centerline) on Lathrop Road/Spartan Way, between the intersection of Spartan Way/Stanford Crossing and Lathrop Road/Harlan Road and Golden Valley Parkway, between the intersection of Golden Valley Parkway/Spartan Way and Golden Valley Parkway/River Islands Parkway.

Attached is the Planning Commission Resolution No. 21-23 for reference. (Attachment #5).

ANALYSIS:

The proposed amendments (including recommendations by the Planning Commission) include modification of Chapter 5.04, Chapter 5.26 and Chapter 17.18 to establish cannabis regulations and to clarify where cannabis business uses are permitted within the City. The following is a general overview of the proposed changes to the Municipal Code.

Chapter 5.04: Business Licenses Generally

The proposed amendments to Chapter 5.04 include amending Section 5.04.190: *Authorization by chief of police* to add Cannabis Business as a use that requires Chief of Police authorization prior to being issued.

Chapter 5.26: Prohibition Against Commercial Cannabis

The proposed amendments to Chapter 5.26 include renaming the Chapter to "Commercial Cannabis Regulations", remove language related to prohibiting commercial cannabis activities, and providing cannabis regulations. Cannabis regulations include but are not limited to the following:

- Update definitions to be consistent with state law for each type of commercial cannabis use.
- Require cannabis business to obtain a Development Agreement, Conditional Use Permit, Site Plan Review (if applicable), a valid state license, and City business license prior to operating in the City.

- Provide procedures for selecting the cannabis business to operate in the City. The selection process may include a request for proposal (RFP) and scoring or ranking system for City Council consideration.
- Define the purpose and potential terms of the Development Agreement, including but not limited to public outreach and education, community service, payment of fees and other charges mutually agreed upon, approval of architectural plans, etc.
- Define the maximum number of types of cannabis businesses authorized to operate in the City. As noted above, the proposed amendments would allow one (1) cannabis dispensary to operate in the City. City Council, in its discretion, may determine by Ordinance whether the number of commercial cannabis businesses should change.
- Require a 600-ft. buffer from schools, day care centers, and youth centers, consistent with state law and a 1,500-ft buffer (measured from centerline) from Lathrop Road/Spartan Way and Golden Valley Parkway.
- Regulations and standards for cannabis dispensaries, including but not limited to submittal requirements, security standards, odor control, insurance, waste management, etc.
- Development and operational standards for all commercial cannabis businesses such as inspection process, restriction on alcohol sales and consumption.
- Employee requirements for cannabis businesses including authorization for the Chief of Police to implement an employee permit system.
- Enforcement and inspection standards.

Chapter 17.18: Prohibited Cannabis Activities

The proposed amendments to Chapter 17.18 include renaming the Chapter to "Cannabis Activities", remove language related to prohibiting commercial cannabis activities, and establishing a permitted use table for commercial cannabis activities/types.

As noted above, the proposed amendments would allow for one (1) cannabis dispensary to operate in the City. The table in Section 17.18.040 of Attachment 3 identifies the various designations and types of commercial cannabis businesses (including Planning Commission's recommendations). The table below highlights the cannabis dispensary type is permitted in the City subject to approval of a Conditional Use Permit ("C"). In cases where a proposed use is not listed or defined, the use is prohibited (for the purposes of formatting, the permitted use table is divided into two (2) tables).

<u>Commercial Cannabis Use</u>	<u>CC</u>	<u>CS</u>	<u>CH</u>	<u>CO-LG</u>	<u>CS-LG</u>	<u>CO-SL</u>	<u>NC-CL</u>	<u>IL</u>	<u>IG</u>	<u>IL-LG</u>	<u>IL-SL</u>
<u>Cannabis cultivation business</u>											
<u>Cannabis delivery business (stand-alone)</u>											
<u>Cannabis dispensary</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>
<u>Cannabis distribution business</u>											
<u>Cannabis manufacturing business</u>											
<u>Cannabis testing laboratory</u>											
<u>Cannabis microbusiness</u>											

¹Must comply with Chapter 5.26, Commercial Cannabis Regulations.

²Commercial cannabis use not listed or identified with a "C" in this Table are prohibited.

The proposed amendments provide that cannabis dispensaries are permitted subject to approval of a Conditional Use Permit in the following Zoning Districts:

- CC, Central Commercial
- CS, Commercial Service
- CH, Highway Commercial
- IL, Limited Industrial
- IG, General Industrial
- CO-LG, Commercial Office (Lathrop Gateway Business Park Specific Plan)
- CS-LG, Service Commercial (Lathrop Gateway Business Park Specific Plan)
- IL-LG, Limited Industrial (Lathrop Gateway Business Park Specific Plan)
- CO-SL, Commercial Office (South Lathrop Specific Plan)
- IL-SL, Limited Industrial (South Lathrop Specific Plan)
- NC-CL, Neighborhood Commercial (Central Lathrop Specific Plan)

Municipal Code Amendments

According to the Lathrop Municipal Code, amendments to the Zoning Code must be reviewed by the Planning Commission with a recommendation forwarded to the City Council. Any recommendation of the Planning Commission, or final action of by the City Council must include the following findings:

"That the proposed amendment will be consistent with applicable provisions of the General Plan".

Staff and the Planning Commission have determined that the proposed code amendments conform to the General Plan. This is documented in Planning Commission Resolution #21-23.

Public Notice

A Notice of Public Hearing was advertised in the Manteca Bulletin on September 2, 2021 and the meeting agenda was posted at our designated posting locations in the City. As of the writing of this report, no comments were received in favor or against the proposed amendments.

CEQA REVIEW:

The proposed Municipal Code Amendment is exempt according to the California Environmental Quality Act (CEQA) Article 5 §15061 (b) (3) 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 Business and Professions Code Section 26055(h), in that the proposed Ordinance allows for requiring discretionary review and adequate environmental compliance for each application. Specific development projects undertaken in the future pursuant to the amended Municipal Code would be required to comply with CEQA at that time.

RECOMMENDATION:

The Planning Commission and staff recommend that the City Council consider all information provided and submitted, take and consider all public testimony and, if determined to be appropriate, introduce an Ordinance Amending Title 5, Business Licenses and Regulations, Chapter 5.04, Business Licenses Generally, Chapter 5.26, Prohibition Against Commercial Cannabis, and Title 17, Zoning, Chapter 17.18, Prohibited Cannabis Activities.

FISCAL IMPACT:

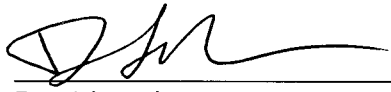
There is no fiscal impact to the City of Lathrop, only staff time to prepare the report.

ATTACHMENTS:

1. Ordinance Approving Various Municipal Code Amendments
2. Mark-up of Chapter 5.26 Prohibition Against Commercial Cannabis
3. Mark-up of Chapter 17.18 Prohibited Cannabis Activities
4. Mark-up of Chapter 5.04 Business Licenses Generally
5. Planning Commission Resolution No. 21-23

**CITY MANAGERS REPORT
SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING
MUNICIPAL CODE AMENDMENT**

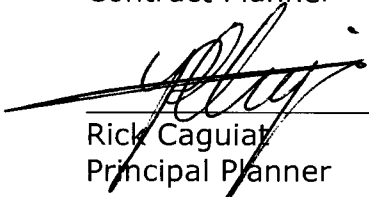
APPROVALS:



David Niskanen
Contract Planner

9/2/2021

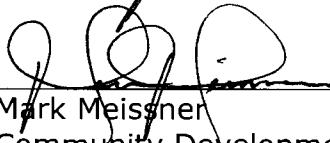
Date



Rick Caguiat
Principal Planner

9-2-2021

Date



Mark Meissner
Community Development Director

9/2/2021

Date



Salvador Navarrete
City Attorney

9.7.2021

Date



Stephen J. Salvatore
City Manager

9.7.21

Date

ORDINANCE NO. 21-

An Ordinance of the City Council of the City of Lathrop Amending Title 5, Business Licenses and Regulations, Chapter 5.04, Business Licenses Generally, Chapter 5.26, Prohibition Against Commercial Cannabis, and Title 17, Zoning, Chapter 17.18, Prohibited Cannabis Activities (TA-21-116)

WHEREAS, the City of Lathrop Planning Commission held a duly noticed public hearing at a special meeting on September 1, 2021, at which they adopted PC Resolution No. 21-23 recommending City Council adopt Municipal Code Text Amendment No. TA-21-116 pursuant to the Lathrop Municipal Code; and

WHEREAS, California Health and Safety Code section 11362.5, the Compassionate Use Act of 1996 ("CUA"), adopted by the voters in the State of California, authorizes a limited defense to criminal charges for the use, possession or cultivation of marijuana for medical purposes when a qualified patient has a doctor's recommendation for the use of marijuana; and

WHEREAS, Health and Safety Code section 11362.7 et. seq., The Medicinal Marijuana Program Act ("MMPA"), was adopted by the state legislature and offers some clarification on the scope of the CUA, and section 11362.83, and specifically authorizes cities and other governing bodies to adopt and enforce regulations related to medical marijuana; and

WHEREAS, the Medical Marijuana Regulation and Safety Act ("MCRSA" (Business and Professions Code section 19300 et. seq.)) was adopted by the Legislature in 2015, and regulates the commercial activity of medical marijuana and assigns certain state agencies with regulatory tasks regarding commercial medical marijuana, including product labeling and environmental regulation; and

WHEREAS, the Control, regulate and Tax Use of Marijuana Act ("AUMA" or Proposition 64") to legalize the recreational use of marijuana in California for individuals twenty-one (21) years of age and older was approved by the voters and became effective November 9, 2016; and

WHEREAS, the California Legislature passed Senate Bill 94 in June 2017, which was signed by the Governor and went into effect immediately, and which repealed MCRSA entirely and merged certain portions of that law with AUMA to create a more comprehensive regulatory structure for both medical and recreational marijuana; and

WHEREAS, the new comprehensive regulatory system created by Senate Bill 94, intended to regulate all commercial cannabis uses, is called the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"); and

WHEREAS, the CUA, MMPA, and MAUCRSA do not prevent the city from using its constitutional authority to enact nuisance, health and safety, and land use regulations regarding cannabis cultivation, dispensaries or other commercial cannabis uses; and

WHEREAS, the City Council desires to regulate commercial cannabis businesses operating in the City of Lathrop in a manner that mitigates potential negative impacts, prevents cannabis from reaching minors or the illicit market, preserves public health and safety, protects the environment, drives diverse economic opportunities, and implements the City's General Plan; and

WHEREAS, the proposed text 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 Business and Professions Code Section 26055(h), in that the commercial cannabis regulations ordinance allows for requiring discretionary review and adequate environmental compliance for each application; 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", "3", and "4", 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", "3", and "4", 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 meeting of the City Council of the City of Lathrop on the 13th day of September 2021, and was PASSED AND ADOPTED at a regular meeting of the City Council of the City of Lathrop on 11th day of October 2021, 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 5.26 ~~PROHIBITION AGAINST~~ COMMERCIAL CANNABIS REGULATIONS

5.26.010 Purpose and intent.

~~The purpose of this chapter is to promote the public health, safety, and general welfare, and to enact a complete and total prohibition of commercial cannabis activity the city of Lathrop. (Ord. 18-387 § 1)~~ It is the purpose and intent of this chapter to implement the provisions of the Medicinal and Adult Use Cannabis Regulation and Safety Act (“MAUCRSA”) to accommodate the needs of and provide access to cannabis for medicinal purposes and implement the desire of California voters who approved the Adult Use of Marijuana Act (“AUMA”) by Proposition 64 in November 2016, while imposing sensible regulations on the use of land to protect the City’s residents, neighborhoods, and businesses from disproportionately negative impacts. As such, it is the purpose and intent of this chapter to regulate the commercial cannabis activity in a responsible manner to protect the health, safety, and welfare of the residents of Lathrop and to enforce rules and regulations consistent with state law. Nothing in this chapter is intended to authorize the possession, use, or provision of cannabis for purposes that violate state or local law. The provisions of this chapter are in addition to any other permits, licenses and approvals which may be required to operate cannabis business in the City, such as conditional use permit issued pursuant to Title 17 of this Code, and are in addition to any permits, licenses, and approval required under state, county, or other law.

5.26.020 Legal Authority.

Pursuant to Sections 5 and 7 of Article XI of the California Constitution, the provisions of MAUCRSA, and any subsequent state legislation and/or regulations regarding same, the City of Lathrop is authorized to adopt ordinances that establish standards, requirements, and regulations regarding health and safety, and worker protections established by the State of California, or any of its departments or divisions shall be the minimum standards applicable in the City of Lathrop to all commercial cannabis activity.

5.26.0230 Definitions.

“Business” means a profession, trade, occupation, gainful activity, and all and any kind of calling whether or not carried on for profit.

“Cannabis” means all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. “Cannabis” also means the separated resin, whether crude or purified, obtained from cannabis. “Cannabis” does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this division, “cannabis” does not mean “industrial hemp” as defined by Section 11018.5 of the California Health and Safety Code.

“Cannabis business” means any business engaged in commercial cannabis activity. “Cannabis Business” does not include any of the following:

1. A clinic pursuant to Chapter 1 of Division 2 of the Health and Safety Code.
2. A residential care facility for persons with chronic life-threatening illness licensed pursuant to Chapter 3.01 of Division 2 of the Health and Safety Code.
3. A residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the Health and Safety Code.
4. A residential hospice or a home health agency licensed pursuant to Chapter 8 and Chapter 8.5 of Division 2 of the Health and Safety Code.
5. The cultivation, delivery, or furnishing of cannabis by a qualified patient, a primary caregiver, or other person with identification card as defined by Section 11362.7 of Health and Safety Code provided such activity complies strictly with all applicable state law, including but not limited to, Sections 11362.5 and 11362.765 of the Health and Safety Code.

“Cannabis cultivation business” means any business that, pursuant to a Type 1, Type 1A, Type 1B, Type 1C, Type 2, Type 2A, Type 2B, Type 3, Type 3A, Type 3B, Type 4, Type 5, Type 5A, Type 5B, or Type 12 state business license, or their successors, cultivates cannabis or cannabis products.

“Cannabis delivery” means the commercial transfer of cannabis or cannabis products to a customer. “Cannabis delivery” also includes the use by a retailer of any technology platform.

“Cannabis delivery business” means any cannabis business that, pursuant to a Type 10 state cannabis license, or its successors, delivers, makes available, or distributes cannabis and cannabis products to a consumer.

“Cannabis dispensary” means any cannabis business where medicinal or adult-use cannabis or cannabis products are sold at retail, pursuant to a Type 10 state cannabis license, or its successors. A cannabis dispensary may include a cannabis business that provides cannabis deliveries.

“Cannabis distribution business” means any business that, pursuant to Type 11 or Type 13 state cannabis license, or their successors, procures, sells, or transports cannabis and cannabis products between cannabis businesses.

“Cannabis for personal use” means any use or possession of cannabis that does not require a license pursuant to Chapter 1 of Division 10 of the California Business and Professions Code.

“Cannabis manufacturing business” means any cannabis business that, pursuant to Type 6, Type 7, or Type 12 state cannabis license, or their successors, manufactures cannabis or cannabis products.

“Cannabis product” means cannabis or a product containing cannabis, including, but not limited to, manufactured cannabis, and shall have the same meaning as in Section 11018.1 of the California Health and Safety Code. For purposes of this chapter, “cannabis” does not include

industrial hemp as defined by Section 81000 of the California Food and Agricultural Code or Section 11018.5 of the California Health and Safety Code.

“Cannabis testing laboratory” means a cannabis business that tests cannabis or cannabis products pursuant to a Type 8 state cannabis license, or its successors.

“City” or “City of Lathrop” means the City of Lathrop, a California general law City.

“City Council” means the City Council of the City of Lathrop.

“Commercial cannabis activity” means any activity including cultivation, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery, dispensaries, collectives, cooperatives and sale of cannabis or cannabis products that requires a state license.

“Commercial cannabis business” or “Cannabis business” means any business or operation which engages in medicinal or adult-use commercial cannabis activity.

“Commercial cannabis waste” means cannabis plants and plant materials that are discarded by a cannabis business, including, but not limited to, extra vegetative plants, failed clones, and harvest waste.

“Cultivation” means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

“Day care center” means any licensed child care facility other than a small or large day care home, including infant centers and preschools.

“Department” means the Department of Cannabis Control within the Department of Consumer Affairs, formerly named the Bureau of Cannabis Control, the Bureau of Marijuana Control, the Bureau of Medical Cannabis Regulation, and the Bureau of Medical Marijuana Regulation.

“Juvenile” means any natural person who is under the age of eighteen years.

“License” means a state license issued pursuant to Business and Professions Code Section 26000.

“Manufacture” means to compound, blend, extract, infuse or otherwise make or prepare a cannabis product.

“Medicinal cannabis” or “medicinal cannabis product” means cannabis or a cannabis product, respectively, intended to be sold for use pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at Section 11362.5 of the California Health and Safety Code, by a medicinal cannabis patient in California who possesses a physician’s recommendation. For the purposes of this chapter, the term “medicinal cannabis” is synonymous with medical cannabis.

“Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA)” means Senate Bill 94 contained in Division 10 of the California Business and Professions Code. (Ord. 18-387 § 1)

“Microbusiness” means a commercial cannabis facility operating under a state Type 12 license, or a state cannabis license type subsequently established, and meeting the definition of microbusiness Business and Professions Code section 26070(a)(3)(A), as may be amended from time to time, which cultivates less than 10,000 square feet of cannabis and acts as a licensed distributor, Level 1 manufacturer, and retailer.

“Person” means an individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit and includes the plural as well as the singular number.

“Primary caregiver” has the same meaning as that term is defined by Section 11362.7 of the Health and Safety Code.

“Qualified patient” has the same meaning as that term is defined by Section 11362.7 of the Health and Safety Code.

“School” means any public or private school providing instruction in kindergarten or grades 1-12, inclusive, but does not include any private school where education is primarily conducted in private homes.

“State” means the State of California.

“State license” means a permit or license issued by the State of California, or one of its departments or divisions, under MAUCRSA and any subsequent State of California legislation regarding the same, to engage in commercial cannabis activity.

“Volatile solvent” means volatile organic compounds, including but not limited to: (1) explosive gases, such as Butane, Propane, Xylene, Styrene, Gasoline, Kerosene, O₂ or H₂; and (2) dangerous poisons, toxins, or carcinogens, such as Methanol, Methylene Chloride, Acetone, Benzene, Toluene, and Tri-chloro-ethylene as determined by the Fire Marshal.

“Youth center” means any public or private facility that is primarily used to host recreational or social activities for minors, including, but not limited to, private youth membership organizations or clubs, social teenage club facilities, video arcades, or similar amusement park facilities.

5.26.030 Prohibition.

~~— A. — Commercial cannabis activities of all types including, but not limited to, dispensaries, collectives, cooperatives, transportation, distribution, manufacturing, delivery, storing, testing, sale, processing and cultivation are expressly prohibited within the city limits. No person shall establish, operate, conduct, or allow any commercial cannabis (marijuana) activity anywhere within the city.~~

~~— B. — This section is meant to prohibit all activities for which a state license is required. Accordingly, the city shall not issue any permit, license, authorization or other entitlement for any activity for which a state license is required under MAUCRSA.~~

~~C. This section is not intended to prohibit cannabis for personal use or cannabis cultivation for personal use as set forth in Chapter 8.44 of the LMC.~~

~~D. This section is not intended to prohibit any of the following:~~

~~1. A clinic licensed pursuant to Chapter 1 of Division 2 of the California Health and Safety Code.~~

~~2. A residential care facility for persons with chronic life-threatening illness licensed pursuant to Chapter 3.01 of Division 2 of the California Health and Safety Code.~~

~~3. A residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the California Health and Safety Code.~~

~~4. A residential hospice or a home health agency licensed pursuant to Chapter 8 and Chapter 8.5 of Division 2 of the California Health and Safety Code.~~

~~5. The cultivation, delivery, gift, or furnishing of cannabis by a qualified patient, a primary caregiver, or other person with an identification card as defined by Section 11362.7 of Health and Safety Code provided such activity complies strictly with all applicable state law, including, but not limited to, Sections 11362.5 and 11362.765 of the California Health and Safety Code. (Ord. 18-387 § 1)~~

~~5.26.040 Public nuisance.~~

~~Any use or condition caused, or permitted to exist, in violation of any provision of this chapter shall be, and hereby is declared to be, a public nuisance and may be summarily abated by the city pursuant to California Code of Civil Procedure Section 731 or any other remedy available to the city. (Ord. 18-387 § 1)~~

5.26.040 State and local requirements.

A. At the time of application to the city, every cannabis business applicant shall submit a copy of its state license required for its operation.

B. Any cannabis business allowed in the city shall obtain all of the following:

1. Development Agreement;

2. Conditional Use Permit pursuant to Lathrop Municipal Code Chapter 17.112;

3. Site Plan Review, if applicable, pursuant to Lathrop Municipal Code Chapter 17.100;

4. City Business License.

C. All cannabis businesses shall maintain compliance with Title 17 of the Lathrop Municipal Code.

D. A valid city and state license must be clearly posted in a conspicuous place within the permitted premises.

5.26.050 Permit selection procedure.

A. The City Manager, or his or her designee(s), may design application forms and procedures specific to each permitted license type, including online permitting, and require inspections of proposed facilities before issuing a permit under this Chapter. Such procedures may include a request for proposal (RFP) process for certain license types where deemed necessary.

B. Applications shall be reviewed by City staff or qualified consultants, as designated by the City Manager. Such review may include a scoring or ranking system. Applications failing to meet minimum qualifications or scoring requirements may not be submitted to the City Council for consideration.

C. Applicants providing false or misleading information in the selection process will result in rejection of the application and/or nullification or revocation of any issued permit.

D. Applications shall require, at a minimum, the following:

1. All necessary information related to the business its operators, including names, birth dates, addresses, social security or tax identification numbers, relevant criminal history, relevant work history, names of businesses owned or operated by the applicant within the last ten (10) years, investor and/or partner information, and APN number of the parcel upon which the business will be located. Such private information will be exempt from disclosure to the public, pursuant to applicable law, to protect an individual's privacy interests and public health and safety.

2. Operating Plan.

3. Security Plan as required under Section 5.26.090.

4. Site Plan.

5. Floor Plan.

6. Hazardous Materials Information. To the extent that the applicant intends to use any hazardous materials in its operations, the applicant shall provide a hazardous materials management plan that complies with all federal, state, and local requirements for management of such substances. "Hazardous materials" includes any hazardous substance regulated by any federal, state, or local laws or regulations intended to protect human health or the environment from exposure to such substances.

7. Signed Affidavit. The property owner and applicant, if other than the property owner, shall sign the application and shall include affidavits agreeing to abide by and conform to the conditions of the permit and all provisions of the Lathrop Municipal Code pertaining to the establishment and operation of the commercial cannabis use, including, but not limited to, the provision of this Chapter. The affidavit(s) shall acknowledge that the approval of the permit shall, in no way, permit activity contrary to the Lathrop Municipal Code, or any activity which is in violation of any applicable laws.

5.26.060 Development Agreement.

A. Prior to operating in the City, and as a condition of issuance of any applicable permits, including but not limited to, a business license, the applicant seeking to operate a cannabis business shall enter into a Development Agreement with the city setting forth the terms and conditions under which the cannabis business will operate. Such Development Agreement shall be in addition to the requirements of this chapter as mutually agreed upon that will protect and promote the public health, safety, and welfare of all persons in the city.

B. Every Development Agreement approved by the city pursuant to this chapter shall be subject to an annual review by the City Council to determine compliance with the terms of the development agreement, applicable local and state laws and regulations, this chapter, and the Lathrop Municipal Code.

5.26.070 Maximum number and type authorized.

A. The number of each type of cannabis business that shall be permitted to operate in the city at any one given time shall be as follows:

1. Cannabis Cultivation Business (Indoor Only) – Not permitted.
2. Cannabis Delivery Business (stand alone) – Not Permitted.
3. Cannabis Dispensary – A maximum of one (1) cannabis dispensary.
4. Cannabis Distribution Business – Not permitted.
5. Cannabis Manufacturing Business – Not permitted.
6. Cannabis Microbusiness – Not permitted.
7. Cannabis Testing Laboratory – Not permitted.

This section is only intended to create a maximum number of cannabis businesses that may operate in the city under each category.

5.26.080 Location and minimum proximity requirements.

A. Cannabis business uses shall be located in compliance with Chapter 17.18 of the Lathrop Municipal Code.

B. No cannabis business shall be located within six hundred feet (600') of a school, child day care center, or youth center, as measured from the nearest property lines.

C. No cannabis business shall be located within fifteen hundred feet (1,500') from the following roadways, as measured from the centerline of the street:

1. Spartan Way and Lathrop Road, between the intersection of Spartan Way/Stanford Crossing and Lathrop Road/Harlan Road.

2. Golden Valley Parkway, between the intersection of Golden Valley Parkway/Spartan Way and Golden Valley Parkway/River Islands Parkway.

5.26.090 Cannabis dispensaries

A. Cannabis dispensaries shall maintain all applicable state licenses and comply with all of the following:

1. The number of cannabis dispensaries permitted shall be pursuant to Section 5.26.070 and is subject to the requirements in Title 17 of the Lathrop Municipal Code.

2. Cannabis dispensaries shall only be allowed within fully enclosed buildings pursuant to Section 5.26.100 A. The maximum building size occupied by a cannabis dispensary shall not exceed 5,000 square feet.

3. Any commercial cannabis activity related to delivery shall maintain all applicable state licenses and locally required permits and licenses.

4. Tax Compliance. A cannabis dispensary shall maintain any applicable tax certificates and permits, and timely remit any taxes due to the appropriate government entity.

5. Insurance. A cannabis dispensary shall maintain certificates of commercial general liability insurance and endorsements and certificates of all other insurance related to the operation of the cannabis business.

6. Emergency Contact. A cannabis dispensary shall provide the city manager with the current name and primary and secondary telephone numbers of at least one (1) twenty-four (24) hour on-call manager to address and resolve complaints and to respond to operating problems or concerns associated with the dispensary. The dispensary shall make good faith efforts to encourage neighborhood residents to call this person to solve operating problems, if any, before any calls or complaints are made to the city.

7. Required Signage. The following signs, in measurements of not less than eight by ten inches (8"x10"), shall be clearly and legibly posted in a conspicuous location inside the dispensary where they will be visible to customers in the normal course of a transaction, stating:

1. "The sale of cannabis without a state license and local permit is illegal"

2. "Smoking cannabis on this property, within twenty feet (20') of the dispensary, or in any public place is illegal under California law."

3. "For medical cannabis dispensaries: "No one under the age of eighteen (18) shall be allowed on the premises, unless they are a qualified patient or a primary care giver."

4. "For nonmedical cannabis dispensaries: "No one under the age of twenty-one (21) shall be allowed on the premises."

5. “For all cannabis dispensaries: “This business is under surveillance accessible by Lathrop Police.”

5.26.100 Development and operational standards.

The following standards and regulations apply to all commercial cannabis uses:

A. Building Requirements. All structures used in commercial cannabis uses shall be located in structures designated for that occupancy and shall comply with all applicable sections of the Lathrop Municipal Code. Commercial cannabis uses that provide access to the public including, but not limited to, employees, vendors, contractors, business partners, members, customers, or patients shall meet Lathrop Municipal Code and state requirements for accessibility including accessible parking, assessable path of travel, restrooms, and washing facilities.

B. Emissions Control. All commercial cannabis uses shall utilize appropriate measures in construction and, where applicable, operations to prevent the emissions of dust, smoke, noxious gases, or other substances that have the potential to impact local or regional air quality.

C. Hours of Operation. The maximum hours of operation for a commercial cannabis use shall be established by the conditional use permit and Development Agreement issued by the City, provided that the hours shall not exceed the maximum hours of operation allowed under state law.

D. Odor Control and Ventilation. Commercial cannabis uses shall comply with all current and future state law and regulations related to odor control and ventilation, in addition to any specific requirements for the particular use established in this chapter. No commercial cannabis use may operate in a manner whereby cannabis odors are detectable from adjacent and nearby properties. All commercial cannabis uses must install a ventilation system that adequately controls for odor, humidity, and mold. Conditions of approval may include a schedule related to changing filters.

E. Lighting. All lighting shall be fully shielded, downward casting and not spill over onto structures, other properties or the night sky.

F. Police Notification. A cannabis dispensary shall notify the chief of police or his/her designee(s) within twenty-four (24) hours after discovery any of the following:

a. Significant discrepancies identified during inventory. The level of significance shall be determined by the regulations promulgated by the City.

b. Diversion, theft, loss, or any criminal activity involving the commercial cannabis business or any agent or employee of the cannabis business.

c. The loss or unauthorized alteration of records related to cannabis, customers or employees or agents of the cannabis business.

d. Any other breach of security.

G. Security Plan. Security plan including but not limited to the following information:

a. Security Surveillance Cameras. Security surveillance cameras and a video recording system shall be installed to monitor all doors into the buildings on the business site, the parking lot, loading areas, and all exterior sides of the property adjacent to the public rights of way. The cameras and recording system shall be of adequate quality, color rendition, and resolution to allow the identification of any individual present on the business site. The recording system shall be capable of exporting the recorded video in standard MPEG formats to another common medium, such as a DVD or USB drive.

b. Security Video Retention. Video from the security surveillance cameras shall be recorded at all times (twenty-four hours a day, seven days a week) and the recording shall be maintained for at least ninety days. The video recording shall be made available to the city upon request.

c. Alarm System. Professionally and centrally-monitored fire, robbery, and burglar alarm systems shall be installed and maintained in good working condition. The alarm system shall include a private security company that is required to respond to every alarm.

H. Waste Management Plan. A cannabis dispensary shall submit and comply with an approved commercial cannabis waste management plan describing how commercial cannabis waste will be disposed.

I. Weights and Measures. All scales used for commercial transactions shall be registered for commercial use and sealed by the Department of Agriculture/Weights & Measures.

J. Tracking. Commercial cannabis operators shall comply with any track and trace program established by the City or state agencies. Commercial cannabis operators must maintain records tracking all cannabis production and products and shall make all records related to commercial cannabis activity available to the City upon request. The City Manager may require commercial cannabis operators to comply with a County track and trace system if deemed appropriate.

K. Restrictions on Alcohol Sales and Consumption. No alcoholic beverages may be sold, dispensed, or consumed on or about the premises of any commercial cannabis business.

5.26.110 Health and safety.

Commercial cannabis uses shall not create a public nuisance or adversely affect the health or safety of the nearby residents or businesses by creating dust, light, glare, heat, noise, noxious gasses, odor, smoke, traffic, vibration, unsafe conditions or other impacts, or be hazardous due to the use or storage of materials, processes, products, runoff or wastes.

5.26.120 Taxes.

Commercial cannabis uses shall comply with additional taxes that may be enacted by the voters or any additional regulations that may be promulgated in addition to all current applicable state and local taxes.

5.26.130 Employees.

A. All employees of commercial cannabis businesses must be at least twenty-one (21) years of age.

B. All employees of commercial cannabis business shall be subject to background search by the California Department of Justice and local law enforcement. Permits for commercial cannabis uses shall not be permitted for operators with felony convictions, as specified in subdivision (c) of Section 667.5 of the Penal Code, and subdivision (c) of Section 1192.7 of the Penal Code. Permits for commercial cannabis uses shall not be permitted for operators with criminal convictions that substantially relate to the qualifications, functions, or duties of the business or profession, including a felony conviction involving fraud, deceit, or embezzlement or a criminal conviction for the sale or provision of illegal controlled substances to a minor.

C. Each owner or operator of a commercial cannabis business shall maintain onsite a current register of all the employees currently employed by the commercial cannabis business, and shall produce such register to the Chief of Police, designee, or any other City official authorized to enforce the Lathrop Municipal Code for purposes of determining compliance with this chapter.

D. The Chief of Police is authorized to implement an employee permit system, whereby any employee or volunteer of a commercial cannabis business, must obtain a work permit from the City of Lathrop.

1. At a minimum, such program shall require the issuance of a permit that must be visibly displayed at all times by the employee or volunteer when he or she is working and contains a recent photograph of the individual and the name of the commercial cannabis business where he or she works or volunteers.

2. The Chief of Police may establish a fee for the cost of issuing such a permit.

5.26.150 Promulgation of regulations, requirements, standards and other legal duties.

A. In addition to any regulations adopted by the City Council, the City Manager or designee is authorized to establish any additional regulations, requirements, and standards governing the issuance, denial or renewal of cannabis business permits; the operation of cannabis businesses that are necessary to protect the public health, safety and welfare; and the City's oversight of cannabis businesses, or concerning any other subject determined to be necessary to carry out the purposes of this chapter. Such regulations, requirements or standards shall take effect as determined by the City Manager or designee, and existing permit holders shall comply as amended.

B. Regulations shall be published on the City's website.

C. Regulations promulgated by the City Manager or designee shall become effective as determined therein. Cannabis businesses shall be required to comply with all state and local laws and regulations, including but not limited to any rules, regulations or standards adopted by the City Manager or designee.

D. The amount of any fee, cost or charge imposed pursuant to this chapter shall be deemed a debt to the City of Lathrop that is recoverable via an authorized administrative process as set forth in the Lathrop Municipal Code, or in any court of competent jurisdiction.

5.26.160 Permit holder responsible for violations.

The person to whom a permit is issued pursuant to this chapter shall be responsible for all violations of the laws of the State of California or of the regulations and/or the ordinances of the City of Lathrop, whether committed by the permittee or any employee, volunteer, or agent of the permittee, which violations occur in or about the premises of the cannabis business, and violations which occur during deliveries to off-site locations, whether or not said violations occur within the permit holder's presence.

5.26.170 Inspection and enforcement.

A. The City Manager or designee(s), Chief of Police or designee(s), and Fire Chief or designee(s) charged with enforcing the provisions of the Lathrop Municipal Code, or any provision thereof, may enter the location of a cannabis business during normal business hours, without notice, and inspect the location of any cannabis business as well as any recordings and records required to be maintained pursuant to this Chapter or under applicable provisions of State law.

B. It is unlawful for any person having responsibility over the operation of a cannabis business, to impede, obstruct, interfere with, or otherwise not to allow, the City to conduct an inspection, review or copy records, recordings or other documents required to be maintained by a cannabis business under this Chapter or under state or local law. It is also unlawful for a person to conceal, destroy, deface, damage, or falsify any records, recordings or other documents required to be maintained by a cannabis business under this chapter or under state or local law.

5.26.180 Violations declared a public nuisance.

Each and every violation of the provisions of this Chapter is hereby deemed unlawful and a public nuisance.

5.26.190 Each violation a separate offense.

Each and every violation of this chapter shall constitute a separate violation and shall be subject to all remedies and enforcement measures authorized by the Lathrop Municipal Code. Additionally, as a nuisance per se, any violation of this chapter shall be subject to injunctive relief, and any permit issued pursuant to this chapter shall be deemed null and void, entitling the City to disgorgement and payment to the City of any monies unlawfully obtained, costs of abatement, costs of investigation, attorney fees, and any other relief or remedy available at law or in equity, including the imposition of a civil penalty not to exceed one thousand and no/100ths (\$1,000.00) dollars for each day, or part thereof, such violation or failure to comply occurs. The City of Lathrop may also pursue any and all remedies and actions available and applicable under state and local laws for any violations committed by the cannabis business or persons related to, or associated with, the commercial cannabis activity. Additionally, when there is determined to be an imminent threat to public health, safety or welfare, the Police Chief or designee(s), may take immediate action to temporarily suspend a cannabis business permit issued by the City, pending a hearing before the City Council.

5.26.200 Criminal penalties.

Each and every violation of the provisions of this Chapter may be prosecuted as a misdemeanor at the discretion of the City Attorney and upon conviction be subject to a fine not to exceed one thousand and no/100ths (\$1,000.00) dollars or imprisonment in the county jail for a period of not more than six (6) months, or by both such fine and imprisonment. Each day a violation is committed or permitted to continue shall constitute a separate offense.

5.26.210 Remedies cumulative and not exclusive.

The remedies provided herein are not to construed as exclusive remedies. The City is authorized to pursue any proceedings or remedies provide by law.

5.26.220 Service of notices.

All notices required by this chapter are deemed issued and served upon the date they are either deposited in the United States mail, postage pre-paid, addressed to the applicant or cannabis business at the mailing address identified in its application, the last updated address on file with the City Manager's office, or the mailing address on the appeal form; or the date upon which personal service of the notice is provided to the applicant or a manager identified on the application or appeal form.

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

Chapter 17.18 ~~PROHIBITED~~-CANNABIS ACTIVITIES

Note

*~~—— Prior ordinance history: Ord. 14 338.~~

17.18.010 Purpose.

~~—— The purpose of this chapter is to promote the public health, safety, and general welfare, and to enact a complete and total prohibition of commercial cannabis activity in the city of Lathrop. (Ord. 18-387 § 1)~~The purpose and intent of this chapter is to define the Zoning Districts in which Commercial Cannabis Uses are permitted consistent with the standards pursuant to Chapter 5.26. The provisions of this chapter are in addition to any other permits, licenses and approvals which may be required to operate cannabis business in the City.

17.18.020 Definitions.

“Cannabis” means all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. “Cannabis” also means the separated resin, whether crude or purified, obtained from cannabis. “Cannabis” does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this division, “cannabis” does not mean “industrial hemp” as defined by Section 11018.5 of the California Health and Safety Code.

“Cannabis cultivation business” means any business that, pursuant to a Type 1, Type 1A, Type 1B, Type 1C, Type 2, Type 2A, Type 2B, Type 3, Type 3A, Type 3B, Type 4, Type 5, Type 5A, Type 5B, or Type 12 state business license, or their successors, cultivates cannabis or cannabis products.

“Cannabis delivery” means the commercial transfer of cannabis or cannabis products to a customer. “Cannabis delivery” also includes the use by a retailer of any technology platform.

“Cannabis delivery business” means any cannabis business that, pursuant to a Type 10 state cannabis license, or its successors, delivers, makes available, or distributes cannabis and cannabis products to a consumer.

“Cannabis dispensary” means any cannabis business where medicinal or adult-use cannabis or cannabis products are sold at retail, pursuant to a Type 10 state cannabis license, or its successors. A cannabis dispensary may include a cannabis business that provides cannabis deliveries.

“Cannabis distribution business” means any business that, pursuant to Type 11 or Type 13 state cannabis license, or their successors, procures, sells, or transports cannabis and cannabis products between cannabis businesses.

“Cannabis for personal use” means any use or possession of cannabis that does not require a license pursuant to Chapter 1 of Division 10 of the California Business and Professions Code.

“Cannabis manufacturing business” means any cannabis business that, pursuant to Type 6, Type 7, or Type 12 state cannabis license, or their successors, manufactures cannabis or cannabis products.

“Cannabis product” means cannabis or a product containing cannabis, including, but not limited to, manufactured cannabis, and shall have the same meaning as in Section 11018.1 of the California Health and Safety Code. For purposes of this chapter, “cannabis” does not include industrial hemp as defined by Section 81000 of the California Food and Agricultural Code or Section 11018.5 of the California Health and Safety Code.

“Cannabis testing laboratory” means a cannabis business that tests cannabis or cannabis products pursuant to a Type 8 state cannabis license, or its successors.

“Commercial cannabis activity” means any activity including cultivation, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery, dispensaries, collectives, cooperatives and sale of cannabis or cannabis products that requires a state license.

“Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA)” means Senate Bill 94 contained in Division 10 of the California Business and Professions Code. (Ord. 18-387 § 1)

17.18.030 Commercial cannabis - uses Prohibition.

A. The Use Table in Section 17.18.040 lists the zoning districts and commercial cannabis uses. The regulations for each district and use are established by letter designation as follows:

1. “C” designates commercial cannabis uses permitted upon approval of a Conditional Use Permit, as provided in Chapter 17.112.

B. Commercial cannabis uses are defined in Section 17.18.020 and Section 5.26.030. In cases where a proposed use is not listed or defined, the use is prohibited.

17.18.040 Commercial Cannabis – Use Table

Commercial Cannabis – Use Table^{1,2}

<u>Commercial Cannabis Use</u>	<u>CC</u>	<u>CS</u>	<u>CH</u>	<u>CO-LG</u>	<u>CS-LG</u>	<u>CO-SL</u>	<u>NC-CL</u>	<u>IL</u>	<u>IG</u>	<u>IL-LG</u>	<u>IL-SL</u>
<u>Cannabis cultivation business</u>											
<u>Cannabis delivery business (stand-alone)</u>											
<u>Cannabis dispensary</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>	<u>C</u>
<u>Cannabis distribution business</u>											
<u>Cannabis manufacturing business</u>											
<u>Cannabis testing laboratory</u>											
<u>Cannabis microbusiness</u>											

¹Must comply with Chapter 5.26, Commercial Cannabis Regulations.

²Commercial cannabis use not listed or identified with a “C” in this Table are prohibited.

~~A. — Commercial cannabis activities of all types including, but not limited to, dispensaries, collectives, cooperatives, transportation, distribution, manufacturing, delivery, storing, testing, sale, processing and cultivation are expressly prohibited within the city limits. No person shall establish, operate, conduct, or allow any commercial cannabis (marijuana) activity anywhere within the city.~~

~~B. — This section is meant to prohibit all activities for which a state license is required. Accordingly, the city shall not issue any permit, license, authorization or other entitlement for any activity for which a state license is required under MAUCRSA.~~

~~C. — This section is not intended to prohibit cannabis for personal use or cannabis cultivation for personal use as set forth in Chapter 8.44 of the LMC.~~

~~D. — This section is not intended to prohibit any of the following:~~

~~1. — A clinic licensed pursuant to Chapter 1 of Division 2 of the California Health and Safety Code.~~

~~2. A residential care facility for persons with chronic life-threatening illness licensed pursuant to Chapter 3.01 of Division 2 of the California Health and Safety Code.~~

~~3. A residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the California Health and Safety Code.~~

~~4. A residential hospice or a home health agency licensed pursuant to Chapter 8 and Chapter 8.5 of Division 2 of the California Health and Safety Code.~~

~~5. The cultivation, delivery, gift, or furnishing of cannabis by a qualified patient, a primary caregiver, or other person with an identification card as defined by Section 11362.7 of the Health and Safety Code provided such activity complies strictly with all applicable state law, including but not limited to, Sections 11362.5 and 11362.765 of the California Health and Safety Code. (Ord. 18-387 § 1)~~

17.18.040 Public nuisance.

~~Any use or condition caused, or permitted to exist, in violation of any provision of this chapter shall be, and hereby is declared to be, a public nuisance and may be summarily abated by the city pursuant to California Code of Civil Procedure Section 731 or any other remedy available to the city. (Ord. 18-387 § 1)~~

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

[...]

5.04.190 Authorization by chief of police.

A. No license shall be issued for the following businesses without prior authorization by the chief of police:

1. Solicitors and peddlers, handbill distributors;
2. Vehicular street advertising;
3. Machines or games for skill or amusement, or amusement arcades;
4. Bowling alleys, ice or roller skating rinks;
5. Pool and billiard halls;
6. Theaters maintaining a fixed place of business in the city;
7. Dance halls or operation of premises where dancing is permitted;
8. Animal hospitals, kennels and boarding stables;
9. Pawn brokers and watchpersons;
10. Private police and detective agencies;
11. Junk dealers or collectors, second hand dealers (including second hand jewelry dealers);
12. Automobile and machine wrecking yards;
13. Automobile parking lots;
14. Used car, used truck and used trailer establishments;
15. Fortune telling;
16. Klieg lights (large rotating lights);
17. Auctioneers;
18. Hospitals, sanitariums, rest homes, mortuaries and funeral parlors;
19. Fire sales or sales after catastrophes;
20. Vending machines.

21. Cannabis business

B. The chief of police may limit the hours and days of the week during which the license is valid. If limitations are made, they shall be so noted on the license and the license will be deemed valid only during the hours of authorization.

C. If, in the judgment of the chief of police, the representations made in the application or in investigation of the applicant discloses that the granting of the license applied for may be detrimental to the public peace, morals, health, safety or general welfare, or that the applicant is not of good moral character or has been convicted of any violation of the law involving moral turpitude, he or she shall not authorize the issuance of the license.

D. The finance director shall thereupon advise the applicant that he or she may appeal to the city council in the same manner as required for license initially requiring authorization by the city council. (Ord. 02-198 § 1; prior code § 110.40)

[...]

**CITY OF LATHROP
PLANNING COMMISSION RESOLUTION NO. 21-23**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LATHROP
RECOMMENDING CITY COUNCIL ADOPT AN ORDINANCE AMENDING CHAPTER
5.26, PROHIBITION AGAINST COMMERCIAL CANNABIS AND TITLE 17, ZONING,
CHAPTER 17.18, PROHIBITED CANNABIS ACTIVITIES (TA-21-116)**

WHEREAS, the City of Lathrop Planning Commission held a duly noticed public meeting to consider the text amendment pursuant to the Lathrop Municipal Code; and

WHEREAS, California Health and Safety Code section 11362.5, the Compassionate Use Act of 1996 (“CUA”), adopted by the voters in the State of California, authorizes a limited defense to criminal charges for the use, possession or cultivation of marijuana for medical purposes when a qualified patient has a doctor’s recommendation for the use of marijuana; and

WHEREAS, Health and Safety Code section 11362.7 et seq., the Medical Marijuana Program Act (“MMPA”), was adopted by the state legislature and offers some clarification on the scope of the CUA, and section 11362.83, and specifically authorizes cities and other governing bodies to adopt and enforce rules and regulations related to medical marijuana; and

WHEREAS, the Medical Marijuana Regulation and Safety Act (“MCRSA” (Business and Professions Code section 19300 et. seq.)) was adopted by the Legislature in 2015, and regulates the commercial activity of medical marijuana and assigns certain state agencies with regulatory tasks regarding commercial medical marijuana, including product labeling and environmental regulation; and

WHEREAS, the Control, regulate and Tax Use of Marijuana Act (“AUMA” or Proposition 64”) to legalize the recreational use of marijuana in California for individuals twenty-one (21) years of age and older was approved by the voters and became effective November 9, 2016; and

WHEREAS, the California Legislature passed Senate Bill 94 in June 2017, which was signed by the Governor and went into effect immediately, and which repealed MCRSA entirely and merged certain portions of that law with AUMA to create a more comprehensive regulatory structure for both medical and recreational marijuana; and

WHEREAS, the new comprehensive regulatory system created by Senate Bill 94, intended to regulate all commercial cannabis uses, is called the Medicinal and Adult-Use Cannabis Regulation and Safety Act (“MAUCRSA”); and

WHEREAS, the CUA, MMPA, and MAUCRSA do not prevent the city from using its constitutional authority to enact nuisance, health and safety, and land use regulations regarding cannabis cultivation, dispensaries or other commercial cannabis uses; and

WHEREAS, the City Council desires to regulate commercial cannabis businesses operating in the City of Lathrop in a manner that mitigates potential negative impacts, prevents cannabis from reaching minors or the illicit market, preserves public health and safety, protects the environment, drives diverse economic opportunities, and implements the City’s General Plan; and

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

WHEREAS, the proposed text 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 Business and Professions Code Section 26055(h), in that the commercial cannabis regulations ordinance allows for requiring discretionary review and adequate environmental compliance for each application; and

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

WHEREAS, the Planning Commission has reviewed all written evidence and oral testimony presented to date.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission finds that the proposed text amendment is consistent with applicable provisions of the Lathrop General Plan and will implement the City’s Economic Development goal (GP Goal No. 1) to develop job-creating and tax revenue creating activities by providing procedures and regulations for commercial cannabis uses.

BE IT FURTHER RESOLVED that the Planning Commission hereby recommend the following text amendments:

1. Cannabis activities shall not be permitted in the following zoning districts: CR-RI (Regional Commercial–River Islands); CN (Neighborhood Commercial); CS-MV (Service Commercial– Mossdale Village); CO-CL (Commercial Office–Central Lathrop); CH-MV (Highway Commercial– Mossdale Village); and CV-MV (Village Commercial–Mossdale Village).
2. Cannabis activities shall be permitted in Industrial zoning districts within the City of Lathrop, subject to the approval of a Conditional Use Permit.
3. Increase the buffer from 1,000 ft to 1,500-ft (measured from centerline) from Lathrop Road/Spartan Way and Golden Valley Parkway.

BE IT FURTHER RESOLVED that the Planning Commission 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 recommend the City Council adopt an Ordinance to implement Municipal Code Text Amendment No. TA-21-116 as amended in Attachments B and C, incorporated by reference herein.

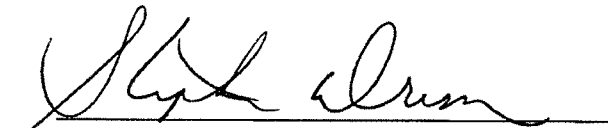
PASSED AND ADOPTED by the Planning Commission of the City of Lathrop at a Special meeting on the 1st day of September, 2021 by the following vote:

AYES: Rhodes, Ishihara, Gatto, Ralmilay

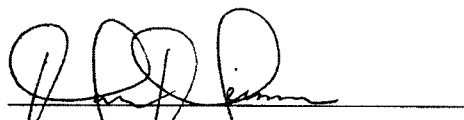
NOES: Dresser

ABSTAIN: None

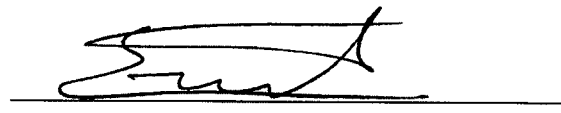
ABSENT: None


Steve Dresser, Chair

ATTEST:


Mark Meissner, Secretary

APPROVED AS TO FORM:


Salvador Navarrete, City Attorney

ITEM 6.2

CITY MANAGER'S REPORT SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING

ITEM: MAYOR'S REFERRAL

RECOMMENDATION: Appointment of One (1) Member to the Measure C Oversight Committee with Term Expiring June 30, 2024

MEASURE C OVERSIGHT COMMITTEE – LMC CHAPTER 3.13.180

The Committee currently has two (2) available vacancies.

- One (1) seat available (regular scheduled vacancy), with term from date of appointment through June 30, 2024
- One (1) seat available (unscheduled vacancy), with existing term ending June 30, 2022

Regular Commissioner(s) Vacancies	Date of Appointment	Reappointment Date	Term Expiration Date
Michelle Maddon	08/13/18	N/A	06/30/21

Commissioner Vacancy due to Unscheduled Vacancy	Date of Appointment	Reappointment Date	Term Expiration Date
Jeremy Aguilar	02/10/20	N/A	06/30/22 <i>Resigned in May 2021</i>

One (1) application was received.

APPLICANT FOR CONSIDERATION:

1. Michelle Maddon



COMMISSION/COMMITTEE APPLICATION

Applying for: Measure C Oversight Committee

Special Requirements:

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission.
Senior Advisory Commission: Must be a Lathrop resident 50 years of age or over to serve on this commission.
Planning, Parks & Recreation Commissions, and Measure C Oversight Committee: Must be a Lathrop resident to serve on this commission.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

RECEIVED

AUG 24 2021

Name: Michelle Maddon

CITY CLERK

Address: [redacted] City: Lathrop Zip: Ca

Telephone (home) [redacted] Telephone (work)

Telephone (cell) [redacted] Telephone (other)

Email: [redacted] Resident of the City of Lathrop: 6 years

Do you have Transportation to attend the Commission meetings and Functions? Yes [checked] No []

Background Information:

Are you related to a current City Employee? NO

If yes, give name and relationship

Employment/Volunteer Information:

Measure C Oversight Committee 08/2018-06/2021
Organization Date
Lathrop Chair
Location Position(s)

Responsibilities/accomplishments: Review, advise and give recommendations over review of expenditures of tax revenue.

MUSD-LCAP Advisory for Federal/ State Funding 9/2018-5/2019
Organization Date
Committee/ City of Manteca Vice Chair
Location Position(s)

Responsibilities/accomplishments: review, advise and recommend the school district on matters of budgeting as well as funding.

Community Activities that you have been involved with (feel free to attach additional pages)

Lathrop Little League	Head Coach	02/2020
<i>Name of Organization</i>	<i>Position/Responsibilities</i>	<i>Dates</i>

Lathrop Little League	First Female Softball Coach	04/2020
<i>Name of Organization</i>	<i>Position/Responsibilities/Accomplishments</i>	<i>Dates</i>

Special Awards or Recognitions you have received: _____

Educational Information:


DeAnza College	A. A	LA/Admin.Justice	2022
<i>Educational Institution</i>	<i>Degree/Diploma</i>	<i>Field</i>	<i>Year</i>

DeAnza College	Certification	Medical	2011
<i>Educational Institution</i>	<i>Degree/Diploma</i>	<i>Field</i>	<i>Year</i>

Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)

This will be my second time apply for a seat on the Measure C oversight committee. It has been a great honor to serve the City of Lathrop and advocate for our residents. Working with the City and community has been a great value of my volunteered time. I hope to be able to continue to be of service to the City Council of Lathrop, our Fire Department and current Lathrop Police Services as well as our future Lathrop Police. It was a great honor to be selected as the first women primary delegate Community Panel leader in the selection of our new Police Chief. I am truly honored and grateful.

Please sign and date you application and submit to the Office of the City Clerk at the address below..

	8/24/21
<i>Signature</i>	<i>Date</i>

Parent/Guardian Signature (Required for Youth Advisory Candidates only)

**City Clerk
 City of Lathrop
 390 Towne Centre Drive
 Lathrop, CA 95330**

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ITEM 6.3

CITY MANAGER'S REPORT SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING

ITEM: MAYOR'S REFERRAL

RECOMMENDATION: Appointment of Four (4) Members to the Youth Advisory Commission with Term Expiring May 31, 2022

YOUTH ADVISORY COMMISSION – LMC CHAPTER 2.20

The Commission currently has four (4) available vacancies.

Former Commissioner(s);	Date of Appointment	Reappointment Date	Term Expiration Date
Phil Tualla	8/12/19	n/a	5/31/20 <i>(not eligible for reappointment)</i>
Taurus Kohn	8/12/19	n/a	5/31/20 <i>(not eligible for reappointment)</i>
Harman Garcha	8/21/17	6/11/18 6/10/19	5/31/20 <i>(not eligible for reappointment)</i>
Cheyenne Rains	12/9/19	n/a	5/31/20 <i>(not eligible for reappointment)</i>

Five (5) applications were received.

APPLICANTS FOR CONSIDERATION:

1. Krish Suman
2. Ashley Kumar
3. Tory Sumbler
4. Harshnoor Riyat
5. Vanditha Vemparala



COMMISSION/COMMITTEE APPLICATION

Applying for: youth Advisory Commission

Special Requirements:

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission.

Senior Advisory Commission: Must be a Lathrop resident 50 years of age or over to serve on this commission.

Planning, Parks & Recreation Commissions, and Measure C Oversight Committee: Must be a Lathrop resident to serve on this commission.

RECEIVED
SEP 01 2021

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Name: Krish Suman PARKS AND RECREATIO

Address: [REDACTED] City: Lathrop Zip: 95330

Telephone (home) [REDACTED] Telephone (work) _____

Telephone (cell) [REDACTED] Telephone (other) [REDACTED]

Email: [REDACTED] Resident of the City of Lathrop: 14 years

Do you have Transportation to attend the Commission meetings and Functions? Yes No

Background Information:

Are you related to a current City Employee? NO

If yes, give name and relationship _____

Employment/Volunteer Information:

Organization _____ Date _____

Location _____ Position(s) _____

Responsibilities/accomplishments: _____

Organization _____ Date _____

Location _____ Position(s) _____

Responsibilities/accomplishments: _____



COMMISSION/COMMITTEE APPLICATION

Applying for: Youth Advisory Commission

Special Requirements:

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission.

Senior Advisory Commission: Must be a Lathrop resident 50 years of age or over to serve on this commission.

Planning, Parks & Recreation Commissions, and Measure C Oversight Committee: Must be a Lathrop resident to serve on this commission.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION **RECEIVED**

JUL 21 2021

Name: Ashley Kumar

CITY CLERK

Address: [REDACTED] City: Lathrop Zip: 95330

Telephone (home) _____ Telephone (work) _____

Telephone (cell) [REDACTED] Telephone (other) _____

Email: [REDACTED] Resident of the City of Lathrop: 1.5 years

Do you have Transportation to attend the Commission meetings and Functions? Yes No

Background Information:

Are you related to a current City Employee? No

If yes, give name and relationship _____

Employment/Volunteer Information:

National Junior Honor Society	2017
<i>Organization</i>	<i>Date</i>
Campbell, CA	Volunteer
<i>Location</i>	<i>Position(s)</i>

Responsibilities/accomplishments: I got to be active and serve my community/middle school by attending meetings. I also helped elementary school kids while receiving an award of demonstrating excellence of scholarship, leadership, service, citizenship, and character.

Organization _____ Date _____

Location _____ Position(s) _____

Responsibilities/accomplishments: _____

Community Activities that you have been involved with (feel free to attach additional pages)

<i>Name of Organization</i>	<i>Position/Responsibilities</i>	<i>Dates</i>
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<i>Name of Organization</i>	<i>Position/Responsibilities/Accomplishments</i>	<i>Dates</i>
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Special Awards or Recognitions you have received: National Junior Honor Society Certificate,
Lathrop Gold Award Fall 2020, MESA Recognition Award, MESA Day Award

Educational Information:

Del Mar High School	High School		2019-2020
<i>Educational Institution</i>	<i>Degree/Diploma</i>	<i>Field</i>	<i>Year</i>


Lathrop High School	High School		2020-2023
<i>Educational Institution</i>	<i>Degree/Diploma</i>	<i>Field</i>	<i>Year</i>

Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)

I have recently moved to Lathrop and would like to participate in more of the activities here. The reason that I would like to apply for this Youth Advisory Commission is because it will be a fun experience of working with kids who are my age while doing something good for the community at the same time. Also, it would help me become a much better resident of Lathrop city!

Please sign and date your application and submit to the Office of the City Clerk at the address below..

	July 20, 2021
Signature	Date


 Parent Guardian Signature (Required for Youth Advisory Candidates only)

**City Clerk
 City of Lathrop
 390 Towne Centre Drive
 Lathrop, CA 95330**



COMMISSION/COMMITTEE APPLICATION

Applying for: Youth Advisory Commission

Special Requirements:

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission.
Senior Advisory Commission: Must be a Lathrop resident 50 years of age or over to serve on this commission.
Planning, Parks & Recreation Commissions, and Measure C Oversight Committee: Must be a Lathrop resident to serve on this commission.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

RECEIVED
JUL 22 2021
CITY CLERK

Name: Tory Sumbler
Address: [Redacted] City: Lathrop Zip: 95330
Telephone (home) [Redacted] Telephone (work) [Redacted]
Telephone (cell) [Redacted] Telephone (other) [Redacted]
Email: [Redacted] Resident of the City of Lathrop: 6 years

Do you have Transportation to attend the Commission meetings and Functions? Yes [X] No []

Background Information:

Are you related to a current City Employee? No
If yes, give name and relationship N/A

Employment/Volunteer Information:

INTERACT 2018 - Present
Organization Lathrop High School Date
Location Standard Member Position(s)

Responsibilities/accomplishments: Attend various volunteer opportunities

Student Leadership/ Link Crew 2018 - Present
Organization Lathrop High School Date
Location Class of 2022 President Position(s)

Responsibilities/accomplishments: Plan and orchestrate campus/community activities

Community Activities that you have been involved with (feel free to attach additional pages)

Lathrop Senior Center Thanksgiving Event (Interact) Help Transport and serve food to seniors 11/29/19
Name of Organization Position/Responsibilities Dates

Crab Feed Event (Interact) Help setup tables, decorations, chairs, and silverware 2/7/2020
Name of Organization Position/Responsibilities Accomplishments Dates

Special Awards or Recognitions you have received: Spartan of the Month - Leadership,
Engagement, and Determination, Gold Honor Roll (4.0) 3x, Silver Honor Roll (3.8) 3x,

Educational Information:

Lathrop High School HS Diploma Gen ED 2022
Educational Institution Degree/Diploma Field Year

SJ Delta Community College Dual Enrollment Gen ED 2021
Educational Institution Degree/Diploma Field Year

Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)

CASL Ambassador/Member (California's Association of Student Leadership), Youth Climate
Change Coalition Member, Lathrop High School S.P.I.R.I.T. Representative,

Please sign and date your application and submit to the Office of the City Clerk at the address below..


Signature

11/22/21
Date


Parent/Guardian Signature (Required for Youth Advisory Candidates only)

City Clerk
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330



COMMISSION/COMMITTEE APPLICATION

Applying for: YAC

RECEIVED
-06 31 2021

Special Requirements:

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission.

Senior Advisory Commission: Must be a Lathrop resident 50 years of age or over to serve on this commission.

Planning, Parks & Recreation Commissions, and Measure C Oversight Committee: Must be a Lathrop resident to serve on this commission.

PARKS AND RECREATION

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

Name: Harshnoor Riyat

Address: [redacted] city: Lathrop Zip: 95330

Telephone (home) [redacted] Telephone (work) [redacted]

Telephone (cell) [redacted] Telephone (other) [redacted]

Email: [redacted] Resident of the City of Lathrop: 8 years

Do you have Transportation to attend the Commission meetings and Functions? Yes No

Background Information:

Are you related to a current City Employee? No

If yes, give name and relationship _____

Employment/Volunteer Information:

Sikh Temple of Tracy 2019
Organization Date

Tracy, Ca. Volunteer
Location Position(s)

Responsibilities/accomplishments: At the temple, I would volunteer by doing seva and serving food to the community.

Organization _____ Date _____

Location _____ Position(s) _____

Responsibilities/accomplishments: _____

Community Activities that you have been involved with (feel free to attach additional pages)

Name of Organization	Position/Responsibilities	Dates
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Name of Organization	Position/Responsibilities/Accomplishments	Dates
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Special Awards or Recognitions you have received: In 8th grade, I've been recognized for having a GPA above 3.5. I've gotten medals/pins and an honor cord.

Educational Information:

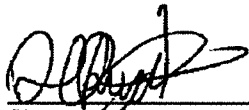
<u>Mossdale Elementary</u>	<u>Promotion</u>	<u>2021</u>
<i>Educational Institution</i>	<i>Degree/Diploma</i>	<i>Field</i>
		<i>Year</i>

<i>Educational Institution</i>	<i>Degree/Diploma</i>	<i>Field</i>	<i>Year</i>
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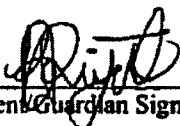
Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)

I am a hard working student at Lathrop High School who wants to get involved in the community to make a difference. I always try to do my best in school and average my grades at the A range. I am someone who enjoys to socialize and be apart of things so I believe YAC would be perfect for me.

Please sign and date your application and submit to the Office of the City Clerk at the address below.


Signature

8/23/21
Date


Parent/Guardian Signature (Required for Youth Advisory Candidates only)

**City Clerk
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330**



COMMISSION/COMMITTEE APPLICATION

RECEIVED
- 12 2021

Applying for: Youth Advisory Commission

PARKS AND RECREATION

Special Requirements:

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission.
Senior Advisory Commission: Must be a Lathrop resident 50 years of age or over to serve on this commission.
Planning, Parks & Recreation Commissions, and Measure C Oversight Committee: Must be a Lathrop resident to serve on this commission.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

Name: Vanditha Vemparala

Address: [redacted] City: Lathrop Zip: 95330

Telephone (home) [redacted] Telephone (work) [redacted]

Telephone (cell) [redacted] Telephone (other) [redacted]

Email [redacted] Resident of the City of Lathrop: 13 years

Do you have Transportation to attend the Commission meetings and Functions? Yes [checked] No []

Background Information:

Are you related to a current City Employee? No

If yes, give name and relationship

Employment/Volunteer Information:

Manteca Unified School District Community Outreach 2018-2019 school year
Organization: Manteca Unified School District Office Date: Community Outreach Intern
Location: Position(s):

Responsibilities/accomplishments: Attend and photograph events, write articles for monthly magazine, attend monthly meetings to discuss current/upcoming events to write about

Give Every Child A Chance 2019-2020 school year
Organization: Mosssdale Elementary Date: Give Every Child A Chance Volunteer Mentor
Location: Position(s):

Responsibilities/accomplishments: Mentor & tutor students, address student's grades and plan how to improve them, work towards student's established educational goal for the week

Community Activities that you have been involved with (feel free to attach additional pages)

GECAC	Volunteer Tutor	2019 - 2020 School Year
<i>Name of Organization</i>	<i>Position/Responsibilities</i>	<i>Dates</i>
San Joaquin County Youth Leadership Academy	Student Leader	June 2021 - July 2021
<i>Name of Organization</i>	<i>Position/Responsibilities/Accomplishments</i>	<i>Dates</i>

Special Awards or Recognitions you have received: Certification of Completion of San Joaquin County Youth Leadership Academy from District Attorney Tom Verber Salazar and the San Joaquin County Board of Supervisors

Educational Information:

Lathrop High School	12th Grade	2022	
<i>Educational Institution</i>	<i>Degree/Diploma</i>	<i>Field</i>	<i>Year</i>
<i>Educational Institution</i>	<i>Degree/Diploma</i>	<i>Field</i>	<i>Year</i>

Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)

Please sign and date your application and submit to the Office of the City Clerk at the address below.


Signature _____ Date 8/25/21

M. Revathi
Parent/Guardian Signature (Required for Youth Advisory Candidates only)

**City Clerk
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330**

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