

# January 10, 2022 – 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](http://www.ci.lathrop.ca.us)

## City Council

Sonny Dhaliwal, Mayor  
Diane Lazard, Vice Mayor  
Paul Akinjo  
Minnie Diallo  
Jennifer Torres-O'Callaghan

## 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 Director  
Mark Meissner, Community Development  
Director  
Zachary Jones, Parks, Recreation and  
Maintenance Services Director  
Raymond Bechler, Chief of Police  
*(Commission Start Date 7/1/2022)*  
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.



**JANUARY 10, 2022 – Regular Meeting Agenda – 7:00 p.m.**



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## **IMPORTANT NOTICE REGARDING THIS MEETING & COVID-19**

Executive Order N-29-20, issued by the Governor on March 17, 2020, set provisions which relaxed the teleconferencing requirements of the Brown Act to facilitate virtual meetings during the COVID-19 declared emergency, said provisions expired after September 30, 2021.

This public meeting will be conducted in person; all members of the City Council will attend in person. Members of the public are welcomed in person. COVID-19 and social distancing guidelines will be enforced. As a courtesy, this meeting will be available for public participation by teleconference via ZoomGov at the following link:

**<https://www.zoomgov.com/j/1610774897?pwd=cmd0bWdyTk1lZlRRdElmVjZaYWZxUT09>**

- ✚ 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 or +1 (669) 216-1590
  - 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: 161 077 4897 / Passcode: 089087
- ✚ 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](mailto: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.

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>

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

**CITY OF LATHROP  
CITY COUNCIL REGULAR MEETING  
MONDAY, JANUARY 10, 2022  
7:00 P.M.  
COUNCIL CHAMBER, CITY HALL  
390 Towne Centre Drive  
Lathrop, CA 95330**

**AGENDA**

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

**1. PRELIMINARY**

1.1 CALL TO ORDER

1.2 CLOSED SESSION

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

- 2 Potential Case(s)

**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 ECONOMIC DEVELOPMENT UPDATE

2.2 AMERICAN RESCUE PLAN ACT (ARPA) UPDATE

2.3 LATHROP POLICE DEPARTMENT PROJECT UPDATE, CIP GG 21-11



### **3. CITIZEN'S FORUM**

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

### **4. CONSENT CALENDAR**

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

- 4.1 WAIVING OF READING OF ORDINANCES AND RESOLUTIONS  
Waive the Reading in Full of Ordinances and Resolutions on Agenda and Adopt by Reading of Title Only, Unless Otherwise Requested by the Mayor or a Councilmember
- 4.2 APPROVAL OF MINUTES  
Approve Minutes for the Regular Council Meeting of December 13, 2021
- 4.3 SECOND READING AND ADOPTION OF ORDINANCE 22-430 AMENDING TITLE 10, CHAPTER 10.24, SECTION 10.24.030 DESIGNATED NO PARKING AREAS OF THE LATHROP MUNICIPAL CODE  
Waive Full Reading and Adopt Ordinance 22-430 by Title Only Amending Title 10, Chapter 10.24, Section 10.24.030 Designated No Parking Areas of the Lathrop Municipal Code
- 4.4 REVIEW OF THE CAPITAL FACILITY FEE FUNDS REPORT FOR FISCAL YEAR 2020-2021  
Review of the Capital Facility Fee Funds Report for Fiscal Year 2020-2021

- 4.5 APPROVE COOPERATIVE AGREEMENTS WITH SAN JOAQUIN COUNCIL OF GOVERNMENTS  
Adopt Resolution Approving Two Cooperative Agreements with San Joaquin Council of Governments for Funding Towards Active Transportation Projects CIP PS 22-17 and CIP PS 22-18
- 4.6 APPROVE INFORMATION SYSTEMS SERVER REPLACEMENTS AND SOFTWARE LICENSES  
Adopt a Resolution Approving a Lease Purchase Agreement with Hewlett Packard Financial Services for End-of-Life Server Replacements and Software Licenses Provided by Solid Networks, Inc. for Disaster Recovery Site
- 4.7 APPROVE RESERVE WASTEWATER TREATMENT CAPACITY TRANSFER FROM CITY OF LATHROP TO SAYBROOK CLSP, LLC AND A RELATED BUDGET AMENDMENT  
Adopt Resolution Approving the Sale and Transfer Agreement of 54,200 GPD Reserve Wastewater Treatment Capacity in the Consolidated Treatment Facility from City of Lathrop to Saybrook CLSP, LLC for Phase 1D1 Final Maps and a Related Budget Amendment

*RIVER ISLANDS CONSENT ITEM(S)*

- 4.8 APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 43 LOTS IN TRACT 4090 VILLAGE "HH2" WITHIN OLD RIVER DISTRICT OF RIVER ISLANDS  
Adopt Resolution Approving Final Map for Tract 4090 Village "HH2" within the Old River District, Totaling 43 Single Family Lots and a Subdivision Improvement Agreement with River Islands Stage 2B, LLC
- 4.9 APPROVE FINAL MAP, COMMON USE AGREEMENT, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 62 LOTS IN TRACT 4092 VILLAGE "GG2" WITHIN OLD RIVER DISTRICT OF RIVER ISLANDS  
Adopt Resolution Approving Final Map for Tract 4092 Village "GG2" within the Old River District, Totaling 62 Single Family Lots, a Common Use Agreement, and a Subdivision Improvement Agreement with River Islands Stage 2B, LLC

**5. SCHEDULED ITEMS**

- 5.1 APPROVE RESOLUTION OF INTENTION TO ESTABLISH THE PROPOSED "MOSSDALE TRACT ENHANCED INFRASTRUCTURE FINANCING DISTRICT"  
Adopt Resolution of Intention Proposing to Establish an Enhanced Infrastructure Financing District to Finance the Construction and/or Acquisition of Capital Improvements, Establish a Public Financing Authority (PFA), Appoint 2 Lathrop Council Members and 2 Public Members to the PFA and Authorize Certain Other Actions Related Thereto

5.2 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER MUNICIPAL CODE AMENDMENT TO UPDATE VARIOUS SECTIONS TO THE LMC TO MODERNIZE, SIMPLIFY, AND STREAMLINE VARIOUS SECTIONS OF TITLE 17, ZONING CODE, AND TITLE 10, VEHICLES AND TRAFFIC (TA-21-151)  
City Council to Consider the Following:

1. Hold a Public Hearing; and
2. First Reading and Introduction of an Ordinance Adopting Various Amendments to the Lathrop Municipal Code (LMC) to Modernize, Simplify, and Streamline Various Sections of Title 17, Zoning Code, and Title 10, Vehicles and Traffic. The Amendments to the Municipal Code include the Following:
  - Chapter 10.24 (Parking): Allow Recreational Vehicles such as travel trailers, motorhomes, marine vessels, all-terrain vehicles, and similar vehicles to park on the street for the purposes of loading, unloading, cleaning, etc.
  - Chapter 17.16 (General Requirements and Exceptions): Update the code reference for the application type for temporary subdivision sales office.
  - Chapter 17.32 (R One-Family Residential District): Amend the Chapter to clarify that Large Family Day Care Home is a permitted use pursuant to Senate Bill 234.
  - Chapter 17.36 (RM Multifamily Residential District): Remove RM 1.5 from the Purpose and Application Section and Add Small and Large Family Day Care Home as a permitted use pursuant to Senate Bill 234.
  - Chapter 17.52 (Combining Districts): Update Section 17.52.030, Mossdale Village combining district (MV) to reference that development of property within the MV combining district are subject to the regulations found in the West Lathrop Specific Plan and the applicable Urban Design Concept.
  - New Chapter 17.57 (Mossdale Landing Zoning Districts): New Chapter to reference that the Mossdale Landing Zoning Districts are subject to the applicable Urban Design Concept.
  - Chapter 17.60 (Southeast Stewart Tract Zoning Districts): Remove Section 17.60.030, MX-ST, Mixed-Use Zoning District, Section 17.60.040, CR-ST, Regional Commercial Zoning District, and Section 17.60.050, R-REC-ST, Recreational Residential Zoning Districts as these Zoning Districts do not exist. Update Section 17.60.060, R-ST, Residential Zoning District to permit single-family residential uses and clustered housing consistent with a density in compliance with the City's General Plan.
  - Chapter 17.62 (Central Lathrop Zoning Districts): Amend the Chapter to clarify that Large Family Day Care Home is a permitted use in the VR-CL, Variable Density Residential District, HR-CL, High Density Residential, R/MU-CL, Residential/Mixed-Use Zoning District consistent with Senate Bill 234. Update Non-Residential Site Development Standards



to remove Lathrop Center District in Off-street parking and reference to Chapter 17.76, Off-street parking and loading and update the R/MU-CL, Residential/Mixed Use Zoning District Section to remove the VR-CL district reference from the permitted use list.

- Chapter 17.64 (Home Occupations): Amend the Chapter to allow Mobile Personal Services authorized by the State.
- Chapter 17.76 (Off-Street Parking and Loading): Add "utility trailer" to the list of recreational vehicles required to be stored within an enclosed side or rear yard or within a garage or carport.
- Chapter 17.80 (Accessory Dwelling Units): Amend Section 17.80.030(C) to clarify that doorway access for a detached accessory dwelling unit may front the street as long as the detached ADU is recessed from the main dwelling unit and amend Section 17.80.040 to provide provisions for utility connections for ADUs not contained within an existing structure.
- Chapter 17.97 (Wireless Communication Facilities): Clarify that Wireless Communication Facilities are subject to a Site Plan Review process, and a Conditional Use Permit.
- Chapter 17.100 (Site Plan Review): Amend the Chapter to update the code reference for revocation of a site plan.
- Chapter 17.108 (Administrative Approval of Certain Uses): Add temporary construction/laydown yard that is associated with a construction project to the list of temporary uses that are exempt from the Temporary Use Permit requirements (Section 17.108.090, Review of temporary uses).

**5.3 CONSIDER CREATION OF CIP PW 22-36 FOR AQUIFER STORAGE AND RECOVERY, AND APPROVAL OF AGREEMENT WITH CAROLLO ENGINEERS, INC. AND RELATED BUDGET AMENDMENT**

Council to Consider the Adoption of a Resolution Approving the Creation of Capital Improvement Project (CIP) PW 22-36 for the Aquifer Storage and Recovery, and Approve Professional Services Agreement with Carollo Engineers, Inc. and Approve Related Budget Amendment

**5.4 REVIEW AND CONSIDER OPTIONS FOR ROUNDABOUT IMPROVEMENTS**  
Council to Consider Options for Roundabout Improvements near Mossdale Elementary School

**6. COUNCIL COMMUNICATIONS**

**6.1 MAYOR DHALIWAL REFERRAL – Appointment of One (1) Member to the Measure C Oversight Committee, with Term Ending June 30, 2022, due to Unexpired Term Vacancy**

- Three (3) Applications Received

6.2 COUNCILMEMBER DIALLO – Amendment to the City Council Handbook of Rules and Regulations to Consider Changes to the City Council Regular Meeting Schedule

6.3 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 (Diallo)*

6.4 MAYOR & COUNCILMEMBER COMMENT(S)

## **7. ADJOURNMENT**

*/Teresa Vargas/*

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Teresa Vargas, MMC  
City Clerk

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**CITY OF LATHROP  
CITY COUNCIL REGULAR MEETING  
MONDAY, DECEMBER 13, 2021  
7:00 P.M.  
COUNCIL CHAMBER, CITY HALL  
390 Towne Centre Drive  
Lathrop, CA 95330**

**MINUTES**

**PLEASE NOTE: There was a Closed Session, which commenced at 6:15 p.m. The Regular Meeting reconvened at 7:02 p.m.**

**1. PRELIMINARY**

1.1 CALL TO ORDER – Mayor Dhaliwal called the meeting to order at 6:15 p.m.

1.2 CLOSED SESSION

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

- 3 Potential Case(s)

**RECONVENE** – Mayor Dhaliwal reconvened the meeting at 7:02 p.m.

1.2.2 REPORT FROM CLOSED SESSION

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

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

1.4 INVOCATION – Pastor Troy Stein, New Life Church, provided the invocation.

1.5 PLEDGE OF ALLEGIANCE – Pastor Troy Stein led the pledge of allegiance.

1.6 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER

City Manager Stephen Salvatore advised the City Council on an upcoming item related to the 200-year urban level of flood protection, and the Mossdale Tract Enhanced Infrastructure Financing District’s intent on creating a Public Financing Authority. City Engineer Glenn Gebhardt provided additional information regarding the public membership recruitment.

1.7 INFORMATIONAL ITEM(S) – None

1.8 DECLARATION OF CONFLICT(S) OF INTEREST

Councilmember Lazard declared a conflict of interest with Items 4.16 through 4.19, due to her employment with Dell’Osso Farms.

## 2. PRESENTATIONS

2.1 PROCLAMATION DECLARING DECEMBER 9, 2021, AS COACH PHILLY BAIRD DAY

Mayor Dhaliwal read the proclamation declaring December 9, 2021, as Coach Philly Baird Day, in commemoration of his birthday. The proclamation was received by the Baird Family. Ernesto Rodriguez (in person speaker) provided remarks on his memories of Coach Baird.

2.2 MAYOR’S COMMITTEE REPORT(S)

- Parks, Recreation & Maintenance Services Update on Committee Events and Programs

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

- *Past Special Events*

Reported on past special events: Veterans Day Celebration held November 11, 2021 at the Veterans Memorial; Christmas Tree Lighting Event, held December 1, 2021 with approximately 400 attendees; Donuts with Santa, held December 4, 2021 with approximately 70 families in attendance; and the Christmas Parade, held December 11, 2021.

- *Senior Center Programs*

Provided an overview on various upcoming events: “Age Well Drive Smart” with CHP Officer James Smith as November Guest Speaker, scheduled for November 9, 2021; and the 2022 Noon Years Luncheon, scheduled for December 17, 2021 at 11:30 a.m.

- *Youth Development*

Provided an overview on upcoming youth workshops, which included The Polar Express Kids’ Night Out, scheduled for December 17, 2021 for ages 5-12; and Winter Camp, scheduled for December 20-22, 2021 for ages K-6<sup>th</sup>.

- *Sports Programs*

Provided an overview on upcoming sports programs, which included The Reindeer Dash Virtual Run, scheduled for December 23-26, 2021.

- *Maintenance Services*  
Provided an overview on various Maintenance Services activities, which included an 8-week Weed Abatement Program that would include over 27 miles of right-of-ways, over 200 acres of open space, including storm drains and retention ponds.
- *Solid Waste & Recycling*  
Provided an overview of the Christmas tree and leaf pick-up scheduled for the first 2 weeks in January; and upcoming changes to the garbage collection days commencing January 10, 2022.

**3. CITIZEN’S FORUM**

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

Jim Hilson (in person speaker) commented on various matters including his participation as a public member to the San Joaquin Council of Governments, utilizing Measure K funds for transportation improvements, and recent social media posts. John Steiner (in person speaker) expressed concern with a prior trucking business located at 11500 Harlan Road. James Cadell (in person speaker) spoke on various matters related to code compliance, and code compliance fees assessed on his property. City Clerk Teresa Vargas announced various public comment emails/letters submitted by CJ Laughlin dated December 13, 2021.

**4. CONSENT CALENDAR**

On a motion by Councilmember Akinjo, seconded by Councilmember Lazard, the City Council approved the Consent Calendar, except \*Items 4.3, 4.16, 4.17, 4.18, and 4.19, by the following roll call vote, unless otherwise indicated:

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

*\*Items 4.3, 4.16, 4.17, 4.18, and 4.19 were voted on separately from the Consent Calendar.*

**4.1 WAIVING OF READING OF ORDINANCES AND RESOLUTIONS**

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

**4.2 APPROVAL OF MINUTES**

Approved Minutes for the Regular Council Meeting of November 8, 2021.



4.3 SECOND READING AND ADOPTION OF ORDINANCE 21-428 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)

Pulled by Councilmember Diallo. A question and answer period ensued. City Attorney Salvador Navarrete, Principal Planner Rick Caguiat, Acting Chief Alagna responded to questions of the Council. Councilmember Diallo commented on several sections and requested language changes on the proposed ordinance; removal of paragraph A & C of Section 5.26.150, revisions to paragraph J of Section 5.26.100, revisions to paragraph A of Section 5.26.040, revisions to paragraph 1 of Section 5.26.050, and revisions to paragraph 21. B & C of Section 5.04.190. Councilmember Lazard requested a workshop to reopen the item for public discussion. Councilmember Akinjo expressed concern on the proposed changes. Vice Mayor Torres-O'Callaghan requested additional information regarding the track and trace system, and criminal history information on applications. Mark Elliott (in person speaker) expressed concern with the matter and the proposed changes. Donald Jimenez (in person speaker) spoke in support of the matter. Michael B. (zoom speaker) spoke in support of the matter.

On a motion by Councilmember Diallo, seconded by Vice Mayor Torres-O'Callaghan, the City Council waived full reading and adopted **Ordinance 21-428**, as amended by Council during their discussions, 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), by the following roll call vote:

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

4.4 SECOND READING AND ADOPTION OF ORDINANCE 21-429 APPROVING THE ZONING MAP AMENDMENT FOR THE SCANNELL PROPERTIES INDUSTRIAL PROJECT (REZ-20-140)

Waived full reading and adopted **Ordinance 21-429** by title only approving the Zoning Map Amendment for the Scannell Properties Industrial Project (REZ-20-140).

4.5 TREASURER'S REPORT FOR SEPTEMBER 2021

Pulled by Councilmember Akinjo. A question and answer period ensued. Deputy Finance Director Thomas Hedegard provided additional information.

Approved Quarterly Treasurer's Report for September 2021.

4.6 COMMUNITY FACILITIES DISTRICTS ANNUAL BOND ACCOUNTABILITY REPORT FOR FY 2020/21

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

Received and approved Report for Bonded and Non Bonded Community Facilities Districts.

4.7 RATIFY THE PURCHASE OF MOBILE AND PORTABLE COMMUNICATION RADIOS FOR CIP GG 21-11 LATHROP POLICE DEPARTMENT

Adopted **Resolution 21-4997** ratifying the Purchase of Mobile and Portable Communication Radios from La Rue Communications for CIP GG 21-11 Lathrop Police Department.

4.8 APPROVE UPDATED SALARY SCHEDULE FOR FISCAL YEAR 2021/22 AND JOB CLASSIFICATION FOR UTILITY OPERATIONS SUPERINTENDENT

Adopted **Resolution 21-4998** approving the City of Lathrop Salary Schedule as of January 1, 2022, in accordance with California Code of Regulations, Title 2, Section 570.5, and approving an update to the job classification for the Utility Operations Superintendent.

4.9 APPROVE SERVICE AGREEMENT WITH WAVE BUSINESS SOLUTION, LLC FOR TELECOMMUNICATION AND INTERNET SERVICES

Pulled by Councilmember Akinjo. A question and answer period ensued. Chief Information Officer Tony Fernandes provided additional information.

Adopted **Resolution 21-4999** approving a Service Agreement with Wave Business Solution, LLC to provide Telecommunication and Internet Services to the City of Lathrop.

4.10 APPROVE TASK ORDER NO. 25 WITH 4LEAF, INC., FOR BUILDING INSPECTION SERVICES

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

Adopted **Resolution 21-5000** approving Task Order No. 25 with 4LEAF, Inc., to provide building inspection services pursuant to Master Professional Services Consulting Agreement dated September 21, 2015 with 4LEAF, Inc.

4.11 APPROVE AMENDMENT NO. 1 WITH SORACCO, INC. FOR ON-CALL CONSTRUCTION SERVICES FOR WET UTILITY AND STREET REPAIR SERVICES

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

Adopted **Resolution 21-5001** approving Amendment No. 1 to the Agreement with Soracco, Inc. for on-call emergency construction services for wet utility and street repairs.

- 4.12 APPROVE AMENDMENT NO. 7 TO THE WASTEWATER TREATMENT PLANT OPERATION AND MAINTENANCE AGREEMENT WITH VEOLIA WATER WEST OPERATING SERVICES, INC.

Adopted **Resolution 21-5002** approving Amendment No. 7 to the Wastewater Plant Operation and Maintenance Agreement with Veolia Water West Operating Services, Inc. and approving related budget amendment.

- 4.13 APPROVE PARCEL MAP 21-02, SUBDIVISION IMPROVEMENT AGREEMENT FOR PHASE 2 OF THE LATHROP GATEWAY BUSINESS PARK

Adopted **Resolution 21-5003** approving the Lathrop Gateway Business Park Parcel Map 21-02, and Subdivision Improvement Agreement with Yosemite Lathrop 2, LLC for Phase 2 of the Lathrop Gateway Business Park.

- 4.14 APPROVE RECOMMENDATION TO CHANGE "TALBOTT COURT" TO "MONTELENA COURT"

Pulled by Councilmember Akinjo. A question and answer period ensued. Principal Planner Rick Caguiat provided additional information.

Adopted **Resolution 21-5004** approving street name modification to change "Talbot Court" to "Montelena Court" located within Tract 4018 in Stanford Crossing.

- 4.15 ACCEPT PUBLIC UTILITY EASEMENT DEDICATIONS ASSOCIATED WITH SONIC DRIVE-IN AND DUTCH BROTHERS LOCATED AT 15107 AND 15135 OLD HARLAN ROAD

Adopted **Resolution 21-5005** accepting the Dedication of Public Utility Easements from CFT NV Development, LLC for the I-5 off-ramp and Old Harlan Road associated with the Sonic Drive-in and Dutch Brothers located at 15107 and 15135 Old Harlan Road.

#### *RIVER ISLANDS CONSENT ITEM(S)*

*Councilmember Lazard recused herself, following the vote of the consent calendar (Items 4.1 to 4.15), and left the chamber at 9.03 p.m., prior to the vote of Item 4.16, due to declared conflict of interest as noted in Item 1.8.*

On a motion by Mayor Dhaliwal, seconded by Vice Mayor Torres-O'Callaghan, the City Council approved Items 4.16 through 4.19, by the following roll call vote, unless otherwise indicated:

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

4.16 APPROVE SUMMARY VACATION OF A PORTION OF THE SLOPE AND DRAINAGE EASEMENT ADJACENT TO DELL'OSSO DRIVE WITHIN RIVER ISLANDS

Pulled by Vice Mayor Torres-O'Callaghan. A question and answer period ensued. City Engineer Glenn Gebhardt provided additional information.

Adopted **Resolution 21-5006** approving the Summary Vacation of a portion of the Slope and Drainage Easement adjacent to Dell'Ossso Drive within River Islands.

4.17 APPROVAL OF FINAL MAP, COMMON USE AGREEMENT, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 46 LOTS IN TRACT 4094 VILLAGE "LL2" WITHIN LAKESIDE WEST DISTRICT OF RIVER ISLANDS

Adopted **Resolution 21-5007** approving Final Map for Tract 4094 Village "LL2" within the Lakeside West District, Totaling 46 Single Family Lots, a Common Use Agreement, and Subdivision Improvement Agreement with River Islands Stage 2B, LLC

4.18 APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 8 LOTS IN TRACT 4111 VILLAGE "S5" WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS

Adopted **Resolution 21-5008** approving Final Map for Tract 4111 Village "S5" within the Lakeside East District, Totaling 8 Single Family Lots and Subdivision Improvement Agreement with River Islands Stage 2A, LLC

4.19 ACCEPTANCE OF PUBLIC ROADWAY IMPROVEMENTS FROM RIVER ISLANDS DEVELOPMENT, LLC ON PARADISE ROAD BETWEEN PARADISE CUT AND RIVER ISLANDS PARKWAY AND RELEASE OF ASSOCIATED BONDS AND CONSTRUCTION GUARANTEES

Adopted **Resolution 21-5009** accepting Public Roadway Improvements from River Islands Development, LLC on Paradise Road between Paradise Cut and River Islands Parkway and Releasing Associated Bonds and Construction Guarantees

*Councilmember Lazard returned to the chamber/dais after the vote of Items 4.19, at 9:14 p.m. for the remainder of the meeting.*



*Immediately following the vote of Items 4.16-4.19, City Manager Stephen Salvatore announced connectivity issues with Zoom. A question and answer period ensued. City Clerk Teresa Vargas provided an overview of in-person meetings, streaming services on the City's website and the ZOOM connection for public participation. City Attorney Salvador Navarrete provided additional information regarding requirements for in-person meetings as opposed to virtual meetings. Zoom was reported to be down approximately from 9:10 p.m. to 9:18 p.m. The streaming services remained connected and in-person participation was available throughout the meeting. Council resumed with Item 5.1 following this brief discussion.*

## **5. SCHEDULED ITEMS**

### **5.1 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER ADOPTION OF THE FINAL TRACY SUBBASIN GROUNDWATER SUSTAINABILITY PLAN AND APPROVAL OF AMENDMENT NO. 1 TO THE TRACY SUBBASIN MEMORANDUM OF AGREEMENT**

Public Works Director Michael King provided the presentation. A question and answer period followed. City Manager Stephen Salvatore provided additional information. Mayor Dhaliwal opened the public hearing. Jim Hilson (in person speaker) commented on getting ahead of shovel ready projects. There were no other speakers. Mayor Dhaliwal closed the public hearing.

On a motion by Councilmember Akinjo, seconded by Mayor Dhaliwal, the City Council considered the following:

1. Held a public hearing; and
2. Adopted **Resolution 21-5010** approving the Final Groundwater Sustainability Plan for the Tracy Subbasin for Management of the City of Lathrop Jurisdictional Area and approving Amendment No. 1 to the Tracy Subbasin Memorandum of Agreement, by the following roll call vote:

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

### **5.2 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AN ORDINANCE AMENDING TITLE 10, CHAPTER 10.24, SECTION 10.24.030 DESIGNATED NO PARKING AREAS OF THE LATHROP MUNICIPAL CODE**

Public Works Director Michael King provided the presentation. A question and answer period followed. Mayor Dhaliwal opened the public hearing. Jim Hilson (in person speaker) expressed concern with those not driving safely on and parking on roundabouts. Adriana Lopez (zoom speaker) spoke in support of on street parking for residential areas. There were no other speakers. Mayor Dhaliwal closed the public hearing.

On a motion by Councilmember Lazard, seconded by Mayor Dhaliwal, the City Council considered the following:

1. Held a public hearing; and
2. Introduced and held first reading of an ordinance of the City Council of the City of Lathrop to consider amending Title 10, Chapter 10.24, Section 10.24.030 Designated No Parking Areas of the Lathrop Municipal Code, by the following roll call vote:

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

5.3 RECEIVE UPDATE ON CIP GG 22-35 CAMERA SURVEILLANCE SYSTEMS FOR MAJOR CITY PARKS AND CONSIDER THE ADOPTION OF PUBLIC SAFETY VIDEO SURVEILLANCE SYSTEM POLICY

Public Works Director Michael King provided the presentation. A question and answer period followed. Chief Information Officer Tony Fernandes, City Attorney Salvador Navarrete, and Acting Police Chief Alagna responded to questions of the Council.

On a motion by Vice Mayor Torres-O'Callaghan, seconded by Councilmember Lazard, the City Council received an update on CIP GG 22-35 Camera Surveillance Systems for Major City Parks and adopted **Resolution 21-5011** approving a Public Safety Video Surveillance System Policy, by the following roll call vote, unless otherwise indicated:

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

5.4 CONSIDER AMENDING THE HANDBOOK OF RULES AND PROCEDURES OF THE LATHROP CITY COUNCIL TO REVISE CHAPTER III – DECORUM

City Clerk Teresa Vargas provided the presentation. A question and answer period followed. City Attorney Salvador Navarrete provided additional information. The City Council discussions continued. Councilmember Akinjo expressed concern with being able to use smart devices for personal health monitoring. Councilmember Diallo opposed the item citing being able to reach her family. Councilmember Lazard supported the item. Mayor Dhaliwal asked about family members being able to reach Councilmembers during emergencies. City Clerk Teresa Vargas announced that the City would provide a private landline for family members to call-in to the City Clerk's Office while Council Meetings are in session. Councilmembers would also have the ability to step down from the dais if needed.

On a motion by Vice Mayor Torres-O’Callaghan, seconded by Councilmember Lazard, the City Council adopted **Resolution 21-5011** amending the Handbook of Rules and Procedures of the Lathrop City Council Chapter III - Decorum, by Adding Section G, Titled “Use of Electronic Communication Devices During City Council Meetings”

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

**6. COUNCIL COMMUNICATIONS**

- 6.1 COUNCILMEMBER DIALLO REFERRAL – Discuss Removal of the Roundabout In Front of Mosssdale School, and Replace with Stop Signs and Lighted Crosswalk

Councilmember Diallo provided an overview of the referral. A question and answer period ensued requesting removal of the roundabouts near Mosssdale School. A question and answer period ensued. Director of Public Works Michael King and City Manager Stephen Salvatore provided additional information. Jim Hilson (in person speaker) commented on the matter, expressed discontent with roundabouts near schools. Council consensus directed staff to bring back the matter at a future meeting.

- 6.2 MAYOR DHALIWAL REFERRAL – Set Application Deadline for One (1) Member to the Measure C Oversight Committee, with Term Ending June 30, 2022, due to Unexpired Term Vacancy

Mayor Dhaliwal set January 3, 2022, as the application deadline. Appointment to be made during the January 10, 2022, Regular City Council Meeting.

- 6.3 MAYOR DHALIWAL REFERRAL – Appointment of Vice Mayor for 2022

Mayor Dhaliwal provided an overview and appointed Councilmember Lazard as Vice Mayor for 2022.

- 6.4 MAYOR DHALIWAL REFERRAL – Mayor and Councilmember Assignments for 2022

Mayor Dhaliwal requested Council consideration on maintaining the same assignments from 2021. Council consensus directed the City Clerk to keep assignments for 2022 unchanged from 2021:

<u>Assignment</u>	<u>Delegate</u>	<u>Alternate</u>
Central Valley Executive Committee	Akinjo	Diallo
Council of Governments	Lazard	Diallo
Integrated Waste Mgmt. Task Force	Akinjo	Torres-O’Callaghan

Reclamation District 17 JPA	Salvatore	N/A
SJC Commissions on Aging	Zavala	N/A
SJ Partnership Board of Directors	Salvatore	N/A
SJ Valley Air Pollution Control District	Akinjo	Dhaliwal
Water Advisory Board	Torres-O'Callaghan	Lazard
Tri Valley-SJV Regional Rail	Akinjo	N/A
SJA Flood Control Agency	Akinjo/Lazard	N/A
2x2 Meetings with Manteca	Dhaliwal	Torres-O'Callaghan
2x2 Meetings with LMFD	Dhaliwal	Akinjo
2x2 Meetings with MUSD	Diallo	Torres-O'Callaghan
2x2 Meetings with BESD	Torres-O'Callaghan	Lazard
2x2 Committee for LPS Review	Dhaliwal	Akinjo
Economic Development Review	Dhaliwal	Lazard
LAFCo	N/A	Diallo


6.5 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S)

Councilmember Akinjo gave a brief update on the Tri Valley-San Joaquin Valley Regional Rail Authority projects.

6.6 MAYOR & COUNCILMEMBER COMMENT(S)

Councilmember Akinjo commented on the growth of the City, the importance of public input, respectful dialogue, and expressed appreciation to staff. Councilmember Lazard commented and expressed appreciation to staff for the Christmas Tree Lighting Event & Christmas Parade. Councilmember Diallo expressed appreciation to staff for the Christmas Tree Lighting Event & Christmas Parade, and requested a referral for the upcoming meeting to consider changes to the City Council Regular Meeting schedule, and an update on the Police Department transition. Vice Mayor Torres-O'Callaghan wished everyone a Happy Holiday season and provided her best wishes to students during finals week. Mayor Dhaliwal echoed similar sentiments and wished everyone a Merry Christmas and Happy New Year.

7. **ADJOURNMENT** – There being no further business, Mayor Dhaliwal adjourned the meeting at 11:23 p.m.

  
 \_\_\_\_\_  
 Teresa Vargas, MMC  
 City Clerk



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**ITEM 4.3**

**CITY MANAGER'S REPORT  
JANUARY 10, 2022 CITY COUNCIL REGULAR MEETING**

**ITEM: SECOND READING AND ADOPTION OF ORDINANCE 22-430 OF THE CITY OF LATHROP AMENDING TITLE 10, CHAPTER 10.24, SECTION 10.24.030 DESIGNATED NO PARKING AREAS OF THE LATHROP MUNICIPAL CODE**

**RECOMMENDATION: Waive Full Reading And Adopt Ordinance 22-430 By Title Only Amending Title 10, Chapter 10.24, Section 10.24.030 Designated No Parking Areas of the Lathrop Municipal Code**

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**RECOMMENDED ACTION:**

The City Council to conduct second reading and adopt Ordinance 22-430 entitled:  
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP TO AMEND TITLE 10, CHAPTER 10.24, SECTION 10.24.030 DESIGNATED NO PARKING AREAS OF THE LATHROP MUNICIPAL CODE


**SUMMARY:**

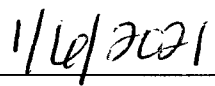
On December 13, 2021, the City Council approved the introduction and first reading of the subject Ordinance by the following vote:

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

The Ordinance will take effect 30 days after adoption.

**SUBMITTED BY:**

  
\_\_\_\_\_  
Teresa Vargas, City Clerk

  
\_\_\_\_\_  
Date

**ORDINANCE NO. 22-430**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP TO AMEND TITLE 10, CHAPTER 10.24, SECTION 10.24.030 DESIGNATED NO PARKING AREAS OF THE LATHROP MUNICIPAL CODE**

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

**WHEREAS**, in response to recent concerns raised by residents and to accommodate newly accepted streets within the City, staff has identified modifications and additions necessary to Lathrop Municipal Code ("LMC") section 10.24.030 entitled "Designated No Parking Areas"; and

**WHEREAS**, staff requests that the City Council consider amending LMC Section 10.24.030 as shown in Exhibit A incorporated by reference herein.

**NOW, THEREFORE, BE IT ORDAINED** that the City Council of the City of Lathrop does hereby approve amending Section 10.24.030 entitled "Designated No Parking Areas" of the Lathrop Municipal Code as shown in Exhibit A, incorporated by reference herein.

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

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

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

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

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

**THIS ORDINANCE** was regularly introduced at a regular meeting of the City Council of the City of Lathrop on the 13<sup>th</sup> day of December 2021, and was PASSED AND ADOPTED at a regular meeting of the City Council of the City of Lathrop on the 10<sup>th</sup> day of January 2022, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Sonny Dhaliwal, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Teresa Vargas, City Clerk

\_\_\_\_\_  
Salvador Navarrete, City Attorney

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

**Chapter 10.24 PARKING**

[...]

**10.24.030 Designated No Parking Areas**

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

Pursuant to the provisions of the California Vehicle Code, the following no parking zones (unless noted as time-limited parking) are created or affirmed if previously created in the corporate limits of the City of Lathrop:

Street	Side	Location
Academy Drive	North	Beginning at the centerline of Somerston Parkway, thence running easterly to the centerline of River Bend Drive, a <u>an approximate</u> distance of 2,000 feet. <del>, more or less</del>
Barbara Terry Boulevard	Both	<u>Beginning at the centerline of Entire length</u> Spartan Way, thence running easterly to the centerline of Sunol Street, an approximate distance of 5,860 feet.
<u>Bewick Drive</u>	<u>Both</u>	<u>Beginning at the centerline of Warbler Place, thence running southerly to the centerline of Isidore Way, an approximate distance of 170 feet.</u>
<u>Bluebird Street</u>	<u>Both</u>	<u>Beginning at the centerline of Spartan Way, thence running southerly to the centerline of Osprey Drive, an approximate distance of 180 feet.</u>
Bosch Avenue	Both	Beginning at the centerline of Middlebury Drive, thence running northerly to the centerline of Mulholland Drive, a <u>an approximate</u> distance of 1,850 feet. <del>more or less</del>
Brookhurst Boulevard	Both	Beginning at <u>the centerline of Manthey Road, thence running westerly to the centerline of</u> <del>and ending at</del> McKee Boulevard, <u>an approximate distance of 1,350 feet.</u>
<u>Business Park Court</u>	<u>Both</u>	<u>Entire length.</u>
Cedar Ridge Court	Southwest	<u>Beginning from the</u> <del>From</del> south end of the driveway to 14917 Cedar Ridge Court, <u>thence running easterly an approximate distance of a point</u> <del>southeast</del> 30 feet.
<u>Central Pacific Street</u>	<u>Both</u>	<u>Beginning at the centerline of Spartan Way, thence running southerly to the centerline of Albany Street, an approximate distance of 200 feet.</u>
Christopher Way	Both	Beginning at the centerline of D'Arcy Parkway, thence running southwest <u>erly a an approximate</u> distance of 3,000 feet. <del>more or less</del>
<del>Cohen Road</del>	<del>Both</del>	<del>Beginning at a point 4,874 feet east of the extended centerline of Paradise Road (where the road begins to climb onto the Reclamation District #2062 levee), thence running easterly 4,644 feet along the top of the levee. more or less</del>
Commercial Street	Both	Beginning at the centerline of Academy Drive, thence running northerly to the centerline of Marina Drive, a <u>an approximate</u> distance of 1,300 feet. <del>more or less</del>
D'Arcy Parkway	North	Beginning at the centerline of Harlan Road, thence running easterly a <u>an approximate</u> distance of 4,200 feet. <del>more or less</del>
D'Arcy Parkway	North	Beginning at a <u>an approximate</u> distance of 4,200 feet east of the centerline of Harlan Road, thence running easterly a <u>an approximate</u> distance of 800 feet <u>to centerline of Christopher Way. more or less.</u> Allow 30-minute parking.
D'Arcy Parkway	North	Beginning at an approximate distance of 5,000 feet east of Harlan Road, <u>the centerline of Yosemite Avenue, thence running westerly easterly a an approximate</u> distance of 1,750 feet <u>to centerline of Yosemite Avenue. more or less</u>
D'Arcy Parkway	South	Beginning at the centerline of Harlan Road, thence running easterly a <u>an approximate</u> distance of 150 feet. <del>, more or less</del>

No Parking Areas – Chapter 10.24 Mark-Up

Street	Side	Location
D'Arcy Parkway	South	Beginning at a <u>an approximate</u> distance 150 feet east of the centerline of Harlan Road, thence running easterly a <u>an approximate</u> distance of 200 feet. <del>more or less.</del> Allow 30-minute parking.
D'Arcy Parkway	South	Beginning at a <u>an approximate</u> distance 350 feet east of the centerline of Harlan Road, thence running easterly a <u>an approximate</u> distance of 2,650 feet. <del>more or less</del>
D'Arcy Parkway	South	Beginning at a distance of 3,000 feet east of the centerline of Harlan Road, thence running easterly a <u>an approximate</u> distance of 1,200 feet. <del>more or less.</del> Allow 30-minute parking.
D'Arcy Parkway	South	Beginning at <u>an approximate</u> distance of 4,200 feet from the centerline of Harlan Road <del>Yosemite Avenue</del> , thence running <del>westerly</del> easterly a <u>an approximate</u> distance of 2,600 feet to the centerline of Yosemite Avenue. <del>more or less</del>
Dell'Osso Drive	Both	Entire length.
Dos Reis Road	Both	<del>Beginning at Manthey Road, and proceeding westerly to the west end of Dos Reis Road. Entire length.</del>
Fifth Street	East	Beginning at the centerline of Thomsen Road, thence running southerly <u>an approximately</u> distance of 165 feet.
Fifth Street	West	Beginning at the centerline of Mingo Way, thence running southerly to the centerline of Louise Avenue, <del>for a</del> <u>an approximate</u> distance of 500 feet. <del>more or less</del>
Fifth Street	West	Beginning <del>50 feet south of</del> <u>at</u> the centerline of N Street, thence running southerly <del>approximately 400 feet to</del> <u>the centerline of O Street, an approximate distance of 400 feet.</u> <del>more or less.</del> Prohibit parking between the hours of 8:30 a.m. to 2:30 p.m., Monday through Friday. Allow temporary loading/unloading of vehicle passengers between the hours of 8:00 a.m. to 8:30 a.m. and 2:30 p.m. to 3:00 p.m., Monday through Friday. Allow parking between the hours of 3:00 p.m. and 8:00 a.m., Monday through Friday and anytime on Saturday and Sunday.
Golden Spike Trail	West	Beginning at the <del>intersection</del> <u>centerline</u> of Brookhurst Boulevard, <del>thence running north an approximate distance of and Golden Spike Trail proceeding 750 feet.</del> <u>north on the west side of Golden Spike Trail.</u> Prohibit parking from the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. Allow parking between the hours of 5:00 p.m. to 8:00 a.m., Monday through Friday and anytime on Saturday and Sunday.
Golden Spike Trail	East	Beginning at the <del>intersection</del> <u>centerline</u> of Brookhurst Boulevard, <del>thence running north an approximate distance of and Golden Spike Trail proceeding 100 feet.</del> <u>north on the east side of Golden Spike Trail.</u> Prohibit parking from the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. Allow parking between the hours of 5:00 p.m. to 8:00 a.m., Monday through Friday and anytime on Saturday and Sunday.
Golden Valley Parkway	Both	Entire length within the city of Lathrop limits.
Glacier Street	Both	Entire length.
Harlan Road	Both	Entire length within city limits.
Howland Road	Both	<del>Beginning at the centerline of Louise Avenue, thence running southerly to the centerline of D'Arcy Parkway, a distance of 6,400 feet. more or less</del> Entire length
Imperial Drive	West	Beginning at the centerline of Holborn Drive, thence running southerly to Marina Drive roundabout, <u>an approximate</u> distance of 65 feet.
Isidore Way	Both	Beginning at the centerline of Stanford Crossing, thence running westerly to the centerline of Loon Street, <u>an approximate</u> distance of 930 feet.
Jefferson Way	Both	Entire length.
Lakeside Drive	Both	Entire length.
Lathrop Road	Both	Beginning at the centerline of Golden Valley Parkway, thence running easterly to the eastern city limits <del>line</del> , a <u>an approximate</u> distance of <del>8,300</del> <u>9,500</u> feet. <del>more or less</del>
Locomotive Street	Both	Beginning at the centerline of Golden Valley Parkway, thence running westerly to the centerline of Saybrook Street, <u>an approximate</u> distance of 200 feet.
Louise Avenue	Both	<del>Beginning at the west right-of-way of Interstate 5, thence running easterly to the eastern city limit line, a distance of 10,600 feet more or less</del> Entire length.



No Parking Areas – Chapter 10.24 Mark-Up

Street	Side	Location
Madruga Road	Both	Beginning at the centerline of Yosemite Avenue, thence running <del>northerly</del> westerly to the centerline of Glacier Street, <del>a an approximate</del> distance of 770 feet. <del>more or less</del>
Manthey Road	Both	Beginning at <del>the southern</del> south city limits <del>line</del> , thence running northerly to the <del>northern</del> city limits <del>line</del> , <del>a an approximate</del> distance of 28,400 feet. <del>more or less</del>
Marina Drive	Both	Beginning at the centerline of Somerston Parkway, thence running easterly to the centerline of River Bend Drive, <del>a an approximate</del> distance of 2,400 feet. <del>more or less</del>
Marina Drive	South	<u>Beginning at the centerline of Leto Way, thence running westerly to the centerline of Silver Springs Way, an approximate distance of 1,050 feet.</u>
McKinley Avenue	Both	Beginning at the centerline of Lathrop Road, thence running southerly to the rail road crossing, <del>a an approximate</del> distance of 1300 feet. <del>more or less</del>
McKinley Avenue	Both	Beginning at the centerline of Louise Avenue, thence running southerly to the centerline of Yosemite Avenue, <del>an approximate</del> distance of 5,300 feet. <del>more or less</del>
McKinley Avenue	West	Beginning at the centerline of Yosemite Avenue, thence running southerly to the city limits, <del>an approximate</del> distance of 2,400 feet. <del>more or less</del>
Mossdale Road	Both	Entire length within city limits.
Murphy Parkway	Both	Beginning at the centerline of D'Arcy Parkway, thence running northerly to a point <del>1,830 feet, more or less, north of D'Arcy Parkway</del> the end.
Murphy Parkway	Both	Beginning at the centerline of Tesla Drive, thence running northerly to the centerline of D'Arcy Parkway, <del>a an approximate</del> distance of 1,500 feet. <del>more or less</del> . Allow 30 minute parking. Allow parking during the hours from 6:00 a.m. to 10:00 p.m. Prohibit parking from 10:00 p.m. to 6:00 a.m. Prohibit parking of vehicles over 5 tons.
Tesla Drive	Both	Beginning at the centerline of Harlan Road, thence running easterly to the centerline of Christopher Way, <del>a an approximate</del> distance of 3,600 feet. <del>more or less</del>
O Street	North	Beginning at <del>a an approximate</del> distance of point <del>approximately</del> 125 feet east of the centerline of Halmar Lane, thence running easterly <del>an approximate</del> distance of <del>approximately</del> 680 feet to Fifth Street. <del>more or less</del> . Prohibit parking from the hours of 8:30 a.m. and 2:30 p.m., Monday through Friday. Allow temporary loading/unloading of vehicle passengers from the hours of 8:00 a.m. and 8:30 a.m. and 2:30 p.m. to 3:00 p.m., Monday through Friday. Allow parking between the hours of 3:00 p.m. to 8:00 a.m., Monday through Friday and anytime on Saturday and Sunday. Prohibit parking anytime 50 feet east and west of the centerline of Matador Way.
Oberlin Avenue	Both	Beginning at the centerline of Marina Drive, thence running northerly to the centerline of Garden Farms Avenue, <del>a an approximate</del> distance of 1,400 feet. <del>more or less</del>
Old Harlan Road	Both	Entire length, both segments at Louise Ave and Lathrop Rd. <u>Beginning at the centerline of Harlan Road 450 feet north of Louise Avenue, thence running southerly to the centerline of Harlan Road 700 feet south of Louise Avenue, a distance of 1,150 feet, more or less</u>
Old Harlan Road	Both	<u>Beginning at the centerline of Lathrop Road, thence running southerly to the centerline of Harlan Road, a distance of 900 feet, more or less</u>
Paradise Road	Both	Entire length within city limits.
Pleasant Road	Both	<u>Beginning at the centerline of Isidore Way, thence running southerly to the centerline of Folktale Way, an approximate distance of 180 feet.</u>
Quartz Way	East	Beginning at the southerly boundary of 13580 Quartz Way (lot 15), thence running southerly <del>along the easterly right of way line of Quartz Way, for a distance of approximately 20 feet</del> to the northern boundary of 13590 Quartz Way (lot 14), <del>an approximate</del> distance of 20 for This 20 foot frontage is the entrance to the Emergency Vehicle Access.
River Islands Parkway	Both	Entire length within the city of Lathrop limits.
Roth Road	Both	Entire length within city limits.
Sadler Oak Drive	Both	Entire length.

No Parking Areas – Chapter 10.24 Mark-Up

Street	Side	Location
Sandhill Crane Road	Both	Entire length.
Seventh Street	Both	Beginning at the centerline of Fifth Street, thence running easterly along Seventh Street for <del>a an</del> <u>approximate distance of 600 feet. more or less</u>
Sierra Mar Road	Both	<u>Beginning at the centerline of Barbara Terry Boulevard, thence running westerly to the centerline of Testarossa Street, an approximate distance of 175 feet.</u>
Somerston Parkway	Both	Entire length.
Somerville Street	Both	Entire length
Spartan Way	Both	Beginning at the centerline of Golden Valley Parkway, <del>thence running then</del> westerly to <u>an approximate distance of 850 feet north of the centerline of Hidden Cove Place.</u>
Stanford Crossing Drive	Both	Entire length.
Stewart Road	Both	Beginning at a point <del>300 550</del> feet north of the centerline of the Union Pacific Railroad tracks (formerly southern Pacific Railroad tracks), thence running southerly along Stewart Road <del>a an</del> <u>approximate distance of 800 1,450 feet to the centerline of Manthey Road. , more or less</u>
Stonebridge Lane	Both	Beginning at a point that is on the east right-of-way line of Harlan Road, thence running easterly to the centerline of Slate Street, <del>a an</del> <u>approximate distance of 2,400 feet. , more or less</u>
Thomsen Road	Both	Beginning at the east right-of-way of Harlan Road, thence running easterly for <del>a an</del> <u>approximate distance of 200 feet. more or less, designate no parking. Beginning at a point approximately 200 feet east of the right of way of Harlan Road, thence running easterly approximately 400 feet allow parking during the hours from 6:00 a.m. to 10:00 p.m., and designate no parking from 10:00 p.m. to 6:00 a.m.</u>
Thomsen Road	South	<u>Beginning at a point approximately 200 feet east of the right-of-way of Harlan Road, thence running easterly an approximate distance of 400 feet to the centerline of Lisa Lane. Allow parking during the hours from 6:00 a.m. to 10:00 p.m. Prohibit parking from 10:00 p.m. to 6:00 a.m.</u>
Thomsen Road	North	<del>Beginning at the east right of way of Harlan Road, thence running easterly for a distance of 200 feet, more or less, designate no parking. Beginning at a point approximately 200 feet east of the right-of-way of Harlan Road, thence running easterly an approximate distance of approximately 200 feet. Allow parking during the hours from 6:00 a.m. to 10:00 p.m. Prohibit and designate no parking from 10:00 p.m. to 6:00 a.m.</del>
Top of <u>San Joaquin River levee in RD-17</u> and all levee access points	Both	Beginning at the northern city limit line, following the levee until the centerline of Manthey Road.
Towne Centre Drive	Both	Beginning at the centerline of Manthey Road, thence westerly to <del>410 feet west of the centerline of Golden Valley Parkway.</del> Allow parking for up to two hours between 6:00 a.m. to 10:00 p.m. Prohibit parking between the hours of 10:00 p.m. and 6:00 a.m.
Towne Centre Drive	Both	<u>Beginning at the centerline of Golden Valley Parkway, thence running westerly an approximate distance of 400 feet.</u>
Woodfield Drive	Both	Beginning at the centerline of Lathrop Road, thence running northerly to the centerline of Long Barn Drive, <del>a an</del> <u>approximate distance of 450 feet. more or less</u>
Yosemite Avenue	North	Beginning at the centerline of McKinley Avenue, thence running easterly to the city limits.
Yosemite Avenue	South	Beginning at the centerline of McKinley Avenue, thence running westerly <u>an approximate distance of 2,780 3,000 feet.</u>
Yosemite Avenue	Both	Beginning 800 feet east of the right-of-way of State Route 120, thence running westerly to the centerline of Jefferson Way, <del>a an</del> <u>approximate distance of 6,800 feet. , more or less</u>

## No Parking Areas – Chapter 10.24 Mark-Up

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

[...]

**ITEM 4.4**

**CITY MANAGER'S REPORT  
JANUARY 10, 2022 CITY COUNCIL REGULAR MEETING**

**ITEM:** **REVIEW OF THE CAPITAL FACILITY FEE FUNDS  
REPORT FOR FY 2020-2021**

**RECOMMENDATION:** **Review of the Capital Facility Fee Funds Report  
for Fiscal Year 2020-2021**

**SUMMARY:**

Pursuant to the State of California Mitigation Fee Act (also known as "AB 1600" CA Government Code Section 66006 et seq., the City of Lathrop is required to provide an annual overview of fees collected by the Capital Facility Fee (CFF) program as a result of new development. This report presents the background for each fee and shows the fee schedules and history for last year. The information provided is required by the Government Code to be made available for public review and subsequently reviewed by City Council at the next regular meeting after being made public.

**BACKGROUND:**

The City's CFF program was first instituted on October 10, 1990 to provide adequate capital facility improvements to serve new development within the City. Since then, the CFF program has been amended to ensure that new development pays its proportionate share of improvement costs needed as a result of new development.

In 2003, the CFF program was amended to include a broad range of capital facility fees and establish fees for a new development planned for the area West of I-5, mainly River Islands and Mossdale Landing.

In 2005, the CFF program was amended to establish fees for new development in the Central Lathrop Specific Plan (CLSP) area and followed with revisions in 2007, adding the offsite roadway intersection improvements and the surface water supply fee components for the CLSP area.

In 2010, the CFF program was amended to establish the North Lathrop Transportation Impact Fee for new development impacting the Roth Road/I-5 interchange and the associated frontage roads in the North Lathrop area.

In May 2018, the CFF program was amended to keep pace with the rising cost of infrastructure, facilities and land. This amendment included adjusting existing fees for inflation and updating project costs for the West/Central Lathrop Regional Transportation CFF, Surface Water Supply CFF, and the Water System CFF and establishing a new Sewer/Recycled Water System CFF for the CLSP area.

In December 2018, the San Joaquin Area Flood Control Agency (SJAFCOA) Mossdale Tract Area Regional Urban Level of Flood Protection (ULOP) Development Impact Fee (DIF) agreement replaced Lathrop's 2017 Interim Levee Fee for the Reclamation District 17 Urban Level of Flood Protection Levee System Improvements.

In February 2019, the CLSP CFF Study update established a new In-Lieu Community Parks Dedication Fee and adjusted existing fees for inflation and updated projects costs and fees for the West/Central Lathrop Regional Transportation and the Sewer/Recycled Water System. The CLSP Neighborhood Park Capital Facility Fee was updated in February 2021, to reflect the actual park development costs realized by the developer of the CLSP

In June 2019, the CLSP CFF Study established a new CFF for the Storm Drainage System Improvements – Watershed 2, Storm Drainage System Improvements – Watershed 4, Entitlements, and Prior Developer Account Open Items to reimburse the construction of storm drainage facilities and reimburse past expenditures associated with developing the CLSP area.

In October 2019, the South Lathrop Specific Plan (SLSP) and the Lathrop Gateway Business Park Specific Plan (LGBPSP) CFF Study provided an update to the CFF program for the SLSP area and established a fee program for the LGBPSP area. In May 2020, the CFF program was updated based on actual facility construction cost for SLSP and LGBPSP.

In February 2020, the Sewer Reimbursement CFF Study established a new Sewer Reimbursement fee for the construction of oversized sewer facilities including future construction of sewer facilities within the City.

The CFF program provides a source of revenue by which new development within the City will contribute their fair share of the costs that directly affect the need to construct infrastructure or expand community public facilities to meet growth needs. The City's CFF program funds improvements in the following categories:

1. Transportation
  - a. Local
  - b. Regional
2. Culture and Leisure
3. Municipal Services
4. Storm Drainage
5. Administration
6. San Joaquin County Multi-Species Habitat
7. Environmental Mitigation
8. Park-In-Lieu
9. Water
10. Surface Water
11. Sewer

**CITY MANAGER'S REPORT** **PAGE 3**  
**JANUARY 10, 2022 CITY COUNCIL REGULAR MEETING**  
**REVIEW OF THE CAPITAL FACILITY FEE FUNDS REPORT FOR FY 2020-2021**

The Annual CFF report (Attachment A), required by California Government Code 66006 et seq., was developed to identify the balances of fees in the Capital Facility Fee funds. The annual report provides the following information for each fee:

- a detailed description
- the fee amount
- beginning and ending balances for the fiscal year
- fees collected and interest earned
- transfers, refunds, and expenditures

The expenditures have been further broken down to identify the public improvements on which the fees were expended and the amount of expenditures for each improvement.

The Five-Year CFF Fund Report provides an overview of the improvement projects identified in the CFF program. The report lists the estimated cost for each project and the approximate date available. The fees and project costs are adjusted annually based on the annual changes to the Engineering News-Record Construction Cost Index (ENR CCI). The annual adjustment utilizing the ENR CCI ensures the current cost of construction and appropriate fees reflect the effects of inflation.

**REASON FOR RECOMMENDATION:**

The attached report was made public on December 20, 2021 pursuant to Section 66006 et seq. of the California Government Code which requires a detailed report regarding collection and expenditure of fees in the CFF program. Pursuant to the California Government Code, the report is required to be made public and the City Council is required to review the information made available to the public at its next regular scheduled meeting.

**FISCAL IMPACT:**

The cost for this item was staff time and materials to complete the attached report.

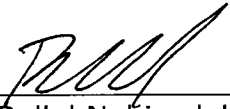
**ATTACHMENTS:**

- A. Capital Facility Fee Funds Report for report period Fiscal Year 2020-2021



**CITY MANAGER'S REPORT  
JANUARY 10, 2022 CITY COUNCIL REGULAR MEETING  
REVIEW OF THE CAPITAL FACILITY FOR FY 2020-2021**

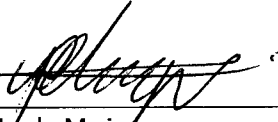
**APPROVALS:**

  
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Bellal Nabizadah  
Junior Engineer

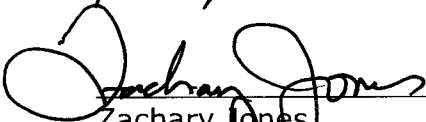
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Michael King  
Director of Public Works

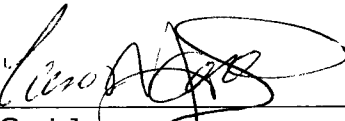
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Mark Meissner  
Director of Community Development


12/21/2021  
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Date

  
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Zachary Jones  
Director of Parks & Recreation

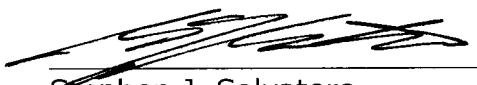
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Cari James  
Director of Finance

12/22/2021  
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Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

12-17-2021  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

12.27.21  
\_\_\_\_\_  
Date

# City of Lathrop

## Capital Facility Fee Funds Report 2020 – 2021

Made Pursuant to Government Code  
Section 66000 et seq.

Made Available for Public Review on:  
December 20, 2021

City Council Agenda Date:  
January 10, 2022

For further information, please contact:  
Brad Taylor, Public Works Department  
(209) 941-7438



### Capital Facility Fee Fund Listing

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**Regional Transportation Impact Fee – 2230**

**1. Fee Information**

a. Description and History of Fee: This fee was collected to fund street improvements for Lathrop’s regional roadways. The fee originated in 1990 and was adopted by Lathrop City Council on October 10, 1990. The Regional Transportation Fee was calculated in coordination with the San Joaquin County Council of Governments to provide countywide transportation improvements for street and highway projects identified in the Congestion Management Program (CMP). Improvements to both Lathrop and Interstate 5 are included in the CMP.

The fee was reevaluated in the November 1, 1994 CFF Update and was updated to reflect the effects of inflation. In addition, the McKinley Avenue and Yosemite Avenue Intersection Improvements were added to the CFF. Updates to the Regional fee were also done in September of 2003 and again in August of 2005. The 2003 and 2005 studies included adjusting the previous Capital Facility Fee in Historic Lathrop (East) to reflect the effects of inflation.

The San Joaquin Regional Transportation Impact Fee (RTIF) is automatically adjusted on an annual basis at the beginning of each fiscal year (July 1) based on the Engineering News Record California Construction Code Index (CCCI).

b. Amount of Fee: The Regional Transportation Fee was changed to the San Joaquin Regional Transportation Impact Fee (RTIF) as of February 20, 2006. Funds collected as a result of the newly adopted fee are reported in Funds 2340 and 2360. **As of February 20, 2006, the Regional Transportation Fee is no longer collected.**

<u>Land Use Type</u>	<u>Unit</u>	<u>FY 20/21</u>
Residential (Single-Family)	DUE	\$-0-
Residential (Multi-Family)	DUE	\$-0-
Retail	Sq. Ft	\$-0-
Office	Sq. Ft	\$-0-
Commercial/Industrial	Sq. Ft	\$-0-



**2. Fund Information (During Reporting Period)**

	<u>Source</u>	<u>Amount</u>
a.	Beginning Fund Balance as of July 1, 2020	-
b.	Fees Collected	-
c.	Interest Earned	-
d.	Expenditures	-
e.	Transfer Out	-
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2021	-

**2d. Expenditure Summary: Identification of each improvement on which reportable fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that was funded with reportable fees:**

Were funds from Fund 2230 expended during the reporting period? No

**2e. Description of Transfers and Loans made from fund.**

Were funds from Fund 2230 transferred or loaned during the reporting period? No

**2f. Description of refunds made during reporting period.**

Were funds from Fund 2230 refunded during this reporting period? No

**3. Planned Projects for Fiscal Year 2021-22: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:**

The Regional Transportation Impact Fee Fund 2230 does not currently have funds appropriated to any Capital Improvement Program (CIP) Projects for Fiscal Year 2021-22. Please refer to the City’s 2021-2026 Capital Improvement Program adopted by City Council June 2, 2021, Resolution 21-4884.



**Local Transportation Impact Fee – 2250**

**1. Fee Information**

a. Description and History of Fee: This fee is collected to fund street improvements for existing city streets to accommodate for increased road usage due to new development. The Crossroads fee is an exception in that it is collected to reimburse the developer for infrastructure that was built with the original project. The fee originated in 1990 and was adopted by the Lathrop City Council on October 10, 1990. The original fee was designed to fund the widening of local roads from two lanes to four lanes as well as the addition of traffic signals and turning lanes to increase the capacity of intersections. In 1990 the Engineering Report for the Lathrop Traffic Mitigation Fee identified an estimated \$6.4 million in signal system, intersection and road widening improvements.

An update to the fee was adopted by the Lathrop City Council and adopted on November 1, 1994. The update included the same projects that were included in the original Capital Facility Fees (CFF), with the exception of Louise Avenue and the addition of the McKinley Avenue Mainline Improvements. The widening and improvements of Louise Avenue between Harlan Road and Fifth Street were completed prior to the 1994 update (with CFF funds as a contributing source) which is why Louise Avenue was omitted from the 1994 update.

The Local Transportation CFF was reevaluated in September 2, 2003 and again in August 1, 2005. The studies included adjusting the previous CFF in Historic Lathrop (East) to reflect the effects of inflation.

On August 3, 2015 City Council approved entitlements for the South Lathrop Specific Plan (SLSP) area. The entitlements required an update to the CFF program to establish fees to fund the improvements for the SLSP area. The SLSP CFF Study “Nexus Study” adopted on March 12, 2018 identified approximately \$65.8 million in interchange improvements, road-widening improvements, and railroad crossing improvements. In October 2019 the SLSP and the Lathrop Gateway Business Park Specific Plan (LGBPSP) CFF study provided an update to the CFF program for the SLSP area and established a fee program for the LGBPSP area. The LGBPSP CFF Study identified approximately \$56.7 million in transportation improvements. In May 2020 the CFF program was updated based on actual facility construction cost for SLSP and LGBPSP.

b. Amount of Fee: The amount of the fee varies by land use type and location.

<u>East Lathrop/North Harlan Land Use Type</u>	<u>Unit</u>	<u>July 1, 2020 to Dec. 31, 2020</u>	<u>Jan. 1, 2021 to June 30, 2021</u>
Single Family Residential	DU	\$3,725	\$3,805
Multi-Family Residential	DU	\$2,739	\$2,798
Commercial	1,000 sqft	\$5,087	\$5,196
Industrial/Warehouse	1,000 sqft	\$1,498	\$1,530

<u>Crossroads Land Use Type</u>	<u>Unit</u>	<u>July 1, 2020 to Dec. 31, 2020</u>	<u>Jan. 1, 2021 to June 30, 2021</u>
Commercial	Acre	\$30,792	\$31,454
Industrial	1,000 sqft	\$ 1,118	\$ 1,142



<u>South Lathrop Specific Plan-SLCC Plan Land Use Type</u>	<u>Unit</u>	<u>July 1, 2020 to Dec. 31, 2020</u>	<u>Jan. 1, 2021 to June 30, 2021</u>
Industrial/ Limited Industrial	1,000 sqft	\$ 1,340	\$ 1,369
Office Commercial	1,000 sqft	\$20,539	\$20,980
Retail Commercial	1,000 sqft	\$ -	\$ -
Warehouse	1,000 sqft	\$ 1,340	\$ 1,369

<u>South Lathrop Specific Plan-Non SLCC Plan Land Use Type</u>	<u>Unit</u>	<u>July 1, 2020 to Dec. 31, 2020</u>	<u>Jan. 1, 2021 to June 30, 2021</u>
Industrial/ Limited Industrial	1,000 sqft	\$ 1,340	\$ 1,369
Office Commercial	1,000 sqft	\$20,539	\$20,980
Retail Commercial	1,000 sqft	\$ -	-
Warehouse	1,000 sqft	\$ 1,340	\$ 1,369

<u>Gateway Business Park Specific Plan Land Use Type</u>	<u>Unit</u>	<u>July 1, 2020 to Dec. 31, 2020</u>	<u>Jan. 1, 2021 to June 30, 2021</u>
Industrial/ Limited Industrial	1,000 sqft	\$ 1,336	\$ 1,365
Office Commercial	1,000 sqft	\$17,230	\$17,600
Retail Commercial	1,000 sqft	\$ 6,049	\$ 6,179
Warehouse	1,000 sqft	\$ 1,336	\$ 1,365

**2. Fund Information (During Reporting Period)**

	<u>Source</u>	<u>Amount</u>
a.	Beginning Fund Balance as of July 1, 2020	\$ 2,675,770
b.	Fees Collected	\$ 2,615,061
c.	Interest Earned	\$ 20,980
d.	Expenditures	-
e.	Transfers Out	(\$ 4,096,000)
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2021	\$ 1,215,811





**2d. Expenditure Summary: Identification of each improvement on which reportable fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that was funded with reportable fees:**

Were funds from Fund 2250 expended during the reporting period? No

**2e. Description of Transfers and Loans made from fund.**

Were funds from Fund 2250 transferred or loaned during the reporting period? Yes

A total of \$4,096,000 was transferred from Fund 2250 to the following projects:

- \$1,776,000 to the Louise Avenue and I-5 Improvements Project PS 06-06
- \$2,320,000 to the State Route 120 and Yosemite Avenue Interchange Project PS 17-09

**2f. Description of refunds made during reporting period.**

Were funds from Fund 2250 refunded during this reporting period? No

**3. Planned Projects for Fiscal Year 2021-22: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:**

The Local Transportation Impact Fee Fund 2250 does not currently have funds appropriated to the Capital Improvement Program (CIP) Project listed below for Fiscal Year 2021-22. Please refer to the City's 2021-2026 Capital Improvement Program adopted by City Council June 2, 2021, Resolution 21-4884.



## **Culture and Leisure Capital Facility Fee – 2260**

### **1. Fee Information**

a. Description and History of Fee: The Culture and Leisure Capital Facility Fee is collected to fund costs for the completion of Neighborhood, Community and Linear Parks, a Library, Cultural Center, Senior Center and Community Center.

The Culture and Leisure Capital Facility Fee was first implemented with the adoption of the October 10, 1990 CFF Study Report. The original fee collected funds merely for Parks and a Library. The Capital Facility Fee program was reevaluated in 1994 and in addition to a park and library component, a component for a cultural center was added. Adopting this change increased the fee for both Single Family (from \$1,627 to \$1,789) and Multi-Family (from \$1,084 to \$1,295) residential dwelling units.

In September of 2003, the City Council again adopted a revision to the Culture and Leisure CFF. This amendment to the CFF was implemented to capture the new direction in which the City was headed. The City has since approved planned communities, that combined exceed 17,000 new homes, for Mossdale Landing, Central Lathrop Specific Plan Area and River Islands. These communities have pushed Lathrop's population well over the 12,980 projection for year 2010 (as of January 2011, the City of Lathrop's population was estimated at over 18,656) hence the need for an increase in facilities. The 2003 update increased the fee significantly for both Single Family and Multi-Family residential dwelling units and added a Senior Center to the list of facilities.

The 2005 update to the Culture and Leisure CFF split the fee into two separate components; Parks and Facilities. This was done to ensure enough monies were collected for both areas of culture and leisure as well as to ensure the importance of both sub-components. This update also included an increase to capture the effects of inflation.

The Culture and Leisure CFF was reevaluated May 3, 2018 adjusting the previous CFF to reflect the effects of inflation. The studies also included adjusting the total library space to 31,100 square feet at build out as well as a reduction in the library square footage standard to 475 square feet per 1,000 residents. Additionally, the 5.76 acre of land associated with the Generation Center was added to the CFF program with no net increase to the CFF rates for the Culture and Leisure Facility sub-component.

The Central Lathrop Specific Plan (CLSP) Neighborhood Park Capital Facility Fee was updated on February 8, 2021, to be consistent with the actual park development costs realized by the primary developer of the CLSP. The cost to construct the CLSP neighborhood park improvement was estimated to be \$298,501 per acre in the development agreement. Subsequently, it was inflated to \$322,625 per acre in 2020, based on the ENR 20-City Construction Cost Index (the "CCI"). Based on the actual development costs for the Phase 1A Neighborhood Park constructed by Saybrook in 2020, the total cost increased to \$390,251 per acre.



b. Amount of Fee: The amount of the fee varies by land use type and location.

	Accounting Period			
	July 1, 2020 to Dec. 31, 2020		January 1, 2021 to June 30, 2021	
Land Use Type (Unit)	Historical Lathrop North Harlan Mossdale Village	Central Lathrop	Historical Lathrop North Harlan Mossdale Village	Central Lathrop
Single Family (DU)				
Neighborhood Parks	\$5,784	\$2,347	\$5,909	\$4,113
Community/Linear Parks	-	\$4,009	-	\$4,095
Facilities	\$3,544	\$3,544	\$3,620	\$3,620
Multi-Family (DU)				
Neighborhood Parks	\$4,131	\$1,677	\$4,220	\$2,938
Community/Linear Parks	-	\$2,864	-	\$2,925
Facilities	\$2,530	\$2,530	\$2,585	\$2,585

	Accounting Period			
	July 1, 2020 to Dec. 31, 2020		January 1, 2021 to June 30, 2021	
Land Use Type (Unit)	Mossdale Landing	Stewart Tract	Mossdale Landing	Stewart Tract
Single Family (DU)				
Parks	\$5,783	-	\$5,907	-
Facilities	\$2,322	\$3,544	\$2,372	\$3,620
Multi-Family (DU)				
Parks	\$4,130	-	\$4,218	-
Facilities	\$1,658	\$2,530	\$1,693	\$2,585

**2. Fund Information (During Reporting Period)**

	Source	Amount
a.	Beginning Fund Balance as of July 1, 2020	\$ 9,811,025
b.	Fees Collected	\$ 4,220,332
c.	Interest Earned	\$ 79,997
d.	Expenditures	-
e.	Transfers Out	(\$ 803,000)
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2021	\$13,308,354



**2d. Expenditure Summary: Identification of each improvement on which reportable fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that was funded with reportable fees:**

Were funds from Fund 2260 expended during the reporting period? No

**2e. Transfers and Loans: Description of Transfers and Loans made from fund.**

Were funds from Fund 2260 transferred or loaned during the reporting period? Yes

A total of \$803,000 was transferred from Fund 2260 to the following projects;

- \$500,000 to the Sangalang Park Improvements Project PK 20-18
- \$303,000 to the Lathrop Generations Center Improvements Project PK 20-23

**2f. Refunds: Description of refunds made during reporting period.**

Were funds from Fund 2260 refunded during this reporting period? No

**3. Planned Projects for Fiscal Year 2021-22: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:**

The Culture and Leisure Capital Facility Fee Fund 2260 does not currently have funds appropriated to any Capital Improvement Program (CIP) Projects for Fiscal Year 2021-22. Please refer to the City's 2021-2026 Capital Improvement Program adopted by City Council June 2, 2021, Resolution 21-4884.



## **Municipal Services Capital Facility Fee – 2270**

### **1. Fee Information**

a. Description and History of Fee: The Municipal Services Capital Facility Fee is collected to fund costs related to a new City Hall, Police Station, Corporation Yard and Animal Shelter needed to support the growth of the City.

The Municipal (City) Services Capital Facility Fee (CFF) was first implemented with the adoption of the October 10, 1990 CFF Study Report. The original fee collected monies to fund a new city hall, police station and a corporation yard for field staff (operations and maintenance). The Capital Facility Fee program was reevaluated in 1994 and in addition to the facilities previously adopted with the original study; a component for an Animal Control Facility was added. Adopting this change increased the fee for residential land use types as well as for commercial and industrial.

In September of 2003, the City Council again adopted a revision to the Municipal Services CFF. This amendment to the CFF was implemented to ensure that the City was collecting enough monies to fund the facilities needed to accommodate new development as the existing facilities (excluding city hall) do not meet the City's service level standards.

- The City currently contracts with the City of Manteca for its animal control shelter facilities since Lathrop does not have one of its own.
- The City's Police Services Department, which is currently contracted with the San Joaquin County Sheriff's Department, is too small to expand for the City's anticipated growth. At build out there will not be enough room to expand for the projected 1.5 sworn peace officers per 1,000 residents.
- The Corporation Yard facility that houses most of the City's field staff (maintenance and operations) as well as much of the city's equipment and vehicles is too small to accommodate for growth.
- A 2005 update to the Municipal Services CFF increased the fee to reflect the effects of inflation. Additionally, a Performing Arts Center was added to accommodate the City's growing population and a Wireless Network was added to ensure that the City is keeping up with technology to offer residents and employees the highest level of service.

On August 3, 2015 City Council approved entitlements for the South Lathrop Specific Plan (SLSP) area. The entitlements required an update to the CFF program to establish fees to fund the improvements for the SLSP area. The SLSP CFF Study "Nexus Study" adopted on March 12, 2018 identified SLSP will also be subject fund future development fair share of the cost of municipal buildings and facilities.



b. About the Fee: The amount of the fee varies by land use type and location. The fees are as follows:

<b>Accounting Period</b>		
	<b>July 1, 2020 to December 31, 2020</b>	<b>January 1, 2021 to June 30, 2021</b>
<u>Land Use Type (Unit)</u>	East Lathrop/ North Harlan/ Mossdale Village/ Crossroads/ Central Lathrop/ Stewart Tract	East Lathrop/ North Harlan/ Mossdale Village/ Crossroads/ Central Lathrop/ Stewart Tract
Single Family (DU) Residential	\$3,970	\$4,055
Multi-Family (DU) Residential	\$2,835	\$2,896
Service Retail (Per 1,000 sf.)	\$2,587	\$2,643
Other Non-Residential (Per 1,000 sf.)	\$1,566	\$1,599

<b>Accounting Period</b>		
	<b>July 1, 2020 to December 31, 2020</b>	<b>January 1, 2021 to June 30, 2021</b>
<u>Land Use Type</u>	Mossdale Landing	Mossdale Landing
Single Family Residential	\$3,900	\$3,983
Multi-Family Residential	\$2,786	\$2,846
Service Retail (Per 1,000 sf.)	\$2,532	\$2,586
Other Non-Residential (Per 1,000 sf.)	\$1,532	\$1,565

<b>Accounting Period</b>		
	<b>July 1, 2020 to December 31, 2020</b>	<b>January 1, 2021 to June 30, 2021</b>
<u>Land Use Type</u>	South Lathrop Specific Plan – SLCC/Non SLCC, Gateway Business Park	South Lathrop Specific Plan – SLCC/Non SLCC, Gateway Business Park
Service Retail (Per 1,000 sf.)	\$2,587	\$2,643
Other Non-Residential (Per 1,000 sf.)	\$1,566	\$1,599



**2. Fund Information (During Reporting Period)**

	<u>Source</u>	<u>Amount</u>
a.	Beginning Fund Balance as of July 1, 2020	\$ 8,724,241
b.	Fees Collected	\$ 9,380,514
c.	Interest Earned	\$ 87,644
d.	Expenditures	(\$ 385,425)
e.	Transfers Out	(\$ 3,880,600)
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2021	\$ 13,926,375

**2d. Expenditure Summary: Identification of each improvement on which reportable fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that was funded with reportable fees:**

Were funds from Fund 2270 expended during the reporting period? Yes

A total of \$385,425 was expended from Fund 2270 to the City Hall Facility service debt.

**2e. Description of Transfers and Loans made from fund.**

Were funds from Fund 2270 transferred or loaned during the reporting period? Yes

A total of \$3,380,600 was transferred from Fund 2270 to Police Building Project, GG 19-08.

**2f. Description of refunds made during reporting period.**

Were funds from Fund 2270 refunded during this reporting period? No

**3. Planned Projects for Fiscal Year 2021-22: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:**

The Municipal Services Fee Fund 2270 currently has funds appropriated to the Capital Improvement Program (CIP) Project listed below for Fiscal Year 2021-22. Please refer to the City’s 2021-2026 Capital Improvement Program adopted by City Council June 2, 2021, Resolution 21-4884.

<u>Project</u>	<u>Amount</u>	<u>% of Improvements</u>
Police Building, GG 19-08	\$4,000,414	98
Corp Yard Improvements, GG 21-13	\$ 750,000	100
Total	\$4,750,414	



## **Storm Drainage Capital Facility Fee – 2280**

### **1. Fee Information**

a. **Description and History of Fee:** This Storm Drainage Capital Facility Fee (CFF) is collected to fund storm drainage improvements to support new development. The Crossroads fee is an exception in that it is collected to reimburse the developer for infrastructure that was built with the original project.

On February 20, 1987, San Joaquin County Ordinance Number 3297 established a fee of \$1,000 per gross acre of land to reimburse the costs of establishing the storm drain system known as “City Service Zone 1”. This fee was to be updated every year by the Engineering News Record (ENR) Construction Cost Index for inflation.

On July 7, 1992, the City adopted a Storm Drain Master Plan which identified the facilities in place, existing deficiencies, and needed improvements for terminal storm drainage in areas of the existing City and surrounding area. Storm drainage CFFs were established in 1994. The City’s only terminal storm drain system consisted of the former County Service area 4, Zones A & B (designed by the County), which included most of the populated areas of the City at that time. This system has been expanded on several occasions as a result of new growth and has been re-designated as “Storm Drain City Zone 1”.

The Storm Drainage Capital Facility Fee was reevaluated in September 2, 2003 and again in August 1, 2005. The studies included adjusting the previous Capital Facility Fee in Historic Lathrop (East) to reflect the effects of inflation. Additionally, new CFF fees were established for the Mossdale development area to be used as funding for the improvement the development community would be constructing.

New development that occurs in the areas surrounding City Zone 1 must pay a fee to the Area of Benefit District No. 6, which was established by San Joaquin County (Ord. 3297) to reimburse the capital costs of constructing the trunk and outfall lines of the current system.

On August 3, 2015 City Council approved entitlements for the South Lathrop Specific Plan (SLSP) area. The entitlements required an update to the CFF program to establish fees to fund the improvements for the SLSP area. The SLSP CFF Study “Nexus Study” adopted on March 12, 2018 identified approximately \$1.7 million to construct an outfall facility that would be allocated equally to the three developments that will benefit from this facility.

In June 2019, the Central Lathrop Specific Plan (CLSP) CFF Study established a fee program for the CLSP area. The CLSP CFF Study identified approximately \$13.9 million storm drainage improvements.

In October 2019 the SLSP and the Lathrop Gateway Business Park Specific Plan (LGBPSP) CFF study provided an update to the CFF program for the SLSP area and established a fee program for the LGBPSP area. The LGBPSP CFF Study identified approximately \$12.8 million storm drainage facilities improvements. In May 2020, the CFF program was updated based on actual facility construction cost for SLSP and LGBPSP.





b. Amount of Fee: The amount of the fee varies by land use type and location.

Land Use Type	Unit	July 1, 2020 to December 31, 2021			January 1, 2021 to June 30, 2021		
		East Lathrop	North Harlan	Mossdale	East Lathrop	North Harlan	Mossdale
Low Density Residential	DU	\$935	\$935	\$357	\$956	\$956	\$365
Medium Density Residential	DU	-	-	\$245	-	-	\$251
High Density Residential	DU	-	-	\$192	-	-	\$196
Village Commercial	Acre	-	-	-	-	-	-
Service Commercial	Acre	\$6,431	\$6,431	\$4,429	\$6,570	\$6,570	\$4,524
Freeway Commercial	Acre	\$11,541	\$11,541	\$4,429	\$11,789	\$11,789	\$4,524
Neighborhood Commercial	Acre	\$2,857	\$2,857	\$4,429	\$2,918	\$2,918	\$4,524
Limited Industrial Zone 5	Acre	\$8,977	\$8,977	-	\$9,170	\$9,170	-
Limited Industrial Other Zones	Acre	\$5,004	\$5,004	-	\$5,111	\$5,111	-
General Industrial	Acre	\$6,076	\$6,076	-	\$6,206	\$6,206	-
Transit Station (Lathrop Road)	Acre	\$5,717	\$5,717	-	\$5,840	\$5,840	-
Fire Station (Yosemite)	Acre	\$6,431	\$6,431	-	\$6,570	\$6,570	-
Area of Benefit 6	Acre	\$2,493	-	-	\$2,547	-	-

<u>Crossroads Land Use Type</u>	<u>Unit</u>	July 1, 2020 to Dec. 31, 2020	Jan. 1, 2021 to June 30, 2021
Onsite	Acre	\$13,327	\$13,614
Offsite	Acre	\$ 7,600	\$ 7,763

Land Use Type	Unit	July 1, 2020 to December 31, 2020		January 1, 2021 to June 30, 2021	
		CLSP (Storm Drainage WS2)	CLSP (Storm Drainage WS4)	CLSP (Storm Drainage WS2)	CLSP (Storm Drainage WS4)
All Development	Acre	\$47,649	\$36,039	\$ 48,673	\$ 36,813

Land Use Type	Unit	July 1, 2020 to December 31, 2020		January 1, 2021 to June 30, 2021	
		SLSP (Storm Drainage)	SLSP (Regional Storm Drainage)	SLSP (Storm Drainage)	SLSP (Regional Storm Drainage)
OFC Commercial	1,000 sf.	\$63,997	\$4,901	\$65,372	\$5,006
Limited WHS	1,000 sf.	\$63,997	\$4,901	\$65,372	\$5,006
Warehouse	1,000 sf.	\$63,997	\$4,901	\$65,372	\$5,006



		July 1, 2020 to December 31, 2020		January 1, 2021 to June 30, 2021	
Land Use Type	Unit	Lathrop Gateway (Storm Drainage)	Lathrop Gateway (Regional Storm Drainage)	Lathrop Gateway (Storm Drainage)	Lathrop Gateway (Regional Storm Drainage)
Shopping Center	1,000 sf.	\$3,845	\$364	\$3,927	\$372
Office Park	1,000 sf.	\$3,373	\$319	\$3,445	\$326
Industrial Park	1,000 sf.	\$2,086	\$197	\$2,131	\$201
Warehouse	1,000 sf.	\$2,086	\$197	\$2,131	\$201

**2. Fund Information (During Reporting Period)**

	Source	Amount
a.	Beginning Fund Balance as of July 1, 2020	\$ 353,546
b.	Fees Collected	\$1,649,684
c.	Interest Earned	(\$ 1,703)
d.	Expenditures	(\$1,895,971)
e.	Transfers Out	-
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2021	\$ 105,555

**2d. Expenditure Summary: Identification of each improvement on which reportable fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that was funded with reportable fees:**

Were funds from Fund 2280 expended during the reporting period? Yes

A total of \$1,895,971 was expensed from Fund 2280 to the following projects;

- \$243,763 for the City’s share of the South Lathrop’s Regional Outfall Structure.
- \$1,218,816 for Gateway’s share of the South Lathrop’s Regional Outfall Structure
- \$433,392 to reimburse developers for constructing public improvements

**2e. Description of Transfers and Loans made from fund.**

Were funds from Fund 2280 transferred or loaned during the reporting period? No

**2f. Description of refunds made during reporting period.**

Were funds from Fund 2280 refunded during this reporting period? No

**3. Planned Projects for Fiscal Year 2021-22: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement,**



**including the total percentage of the cost of each project of the district that will be funded with reportable fees:**

The Storm Drainage Capital Facility Fee Fund 2290 currently has funds appropriated to any Capital Improvement Program (CIP) Projects for Fiscal Year 2021-22. Please refer to the City’s 2021-2026 Capital Improvement Program adopted by City Council June 2, 2021, Resolution 21-4884.

<u>Project</u>	<u>Amount</u>	<u>% of Improvements</u>
Citywide Cathodic Protection Maintenance, GG 22-02	\$80,000	50
Total	\$80,000	



**Administration Capital Facility Fee – 2290**

**1. Fee Information**

a. Description and History of Fee: The purpose of the capital facility fee program is to provide a source of revenue by which new development within the City will contribute a fair and proportionate share of the cost of providing infrastructure and community facilities commensurate with the benefits received. Under Government Code Section 66000 et seq., the City is required to separately account for revenues and expenditures within the capital facilities fee funds and is allowed to apply an appropriate fee for administration of Transportation, Municipal Services, Culture and Leisure, and Regional Levee Fees as identified in the report titled “City of Lathrop Capital Facilities Fees, As Amended September 2, 2003” and the “Mosssdale Tract Area Regional Urban Level of Flood Protection Levee Impact Fee, Nexus Study, Adopted by SJAFCA, Resolution No. 18-21, November 8, 2018”.

In June 2019, the Central Lathrop Specific Plan (CLSP) CFF Study established fees to reimburse past expenditures associated with developing the CLSP area. In October 2019, the Lathrop Gateway Business Park Specific Plan (LGBPSP) CFF study established a fee program. In May 2020, the CFF program was updated based on actual facility construction costs for the SLSP and LGBPSP development areas.

b. Amount of Fee: This fee is calculated as a percentage of the capital facilities fees charged prior to issuance of the building permit. Currently the fee is 3% of all capital facility fees applicable to the project.

**2. Fund Information (During Reporting Period)**

	<u>Source</u>	<u>Amount</u>
a.	Beginning Fund Balance as of July 1, 2020	\$1,136,442
b.	Fees Collected	\$1,145,622
c.	Interest Earned	\$ 12,173
d.	Expenditures	-
e.	Transfers Out	(\$ 60,006)
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2021	\$2,234,231

**2d. Expenditure Summary: Identification of each improvement on which reportable fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that was funded with reportable fees:**

Were funds from Fund 2290 expended during the reporting period? No

**2e. Description of Transfers and Loans made from fund.**

Were funds from Fund 2290 transferred or loaned during the reporting period? Yes

A total of \$60,006 was transferred from Fund 2290 to cover the Capital Facility Fee Program administration costs.



**2f. Description of refunds made during reporting period.**

Were funds from Fund 2290 refunded during this reporting period? No

**3. Planned Projects for Fiscal Year 2021-22: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:**

The Administration Capital Facility Fee Fund 2290 does not currently have funds appropriated to any Capital Improvement Program (CIP) Projects for Fiscal Year 2021-22. Please refer to the City's 2021-2026 Capital Improvement Program adopted by City Council June 2, 2021, Resolution 21-4884.



**Environmental Mitigation Capital Facility Fee – 2310**

**1. Fee Information**

a. Description and History of Fee: One of the environmental mitigation measures required in relation to development on the west side of Interstate 5 is the protection of habitat for the Riparian Brush Rabbit. To meet this requirement, land in the “oxbow” along the San Joaquin River was acquired, fenced, and maintained as protected habitat. This fee will be used to acquire the land and construct a fence needed to protect the rabbit as identified in the report titled “City of Lathrop Capital Facilities Fees, As Amended September 2, 2003.” Ongoing maintenance costs are to be funded through an endowment or other means, and are not included herein.

b. Amount of Fee: The amount of the fee varies by land use type and location and is only applicable to the Mossdale Landing area.

	July 1, 2020 to December 31, 2020	January 1, 2021 to June 30, 2021
Low Density Residential	\$209	\$213
Medium Density Residential	\$118	\$121
High Density Residential	\$ 43	\$ 44
Village Commercial	\$998	\$1,020
Service Commercial	\$998	\$1,020
Freeway Commercial	\$998	\$1,020
Waterfront Resort Commercial	\$998	\$1,020

**2. Fund Information During Reporting Period**

	<u>Source</u>	<u>Amount</u>
a.	Beginning Fund Balance as of July 1, 2020	-
b.	Fees Collected	\$ 8,772
c.	Interest Earned	\$ 8
d.	Expenditures	(\$ 8,780)
e.	Transfers Out	-
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2021	-



**2d. Expenditure Summary: Identification of each improvement on which reportable fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that was funded with reportable fees:**

Were funds from Fund 2310 expended during the reporting period? Yes

A total of \$8,780 was expensed from Fund 2310 to reimburse developers for constructing public improvements.

**2e. Description of Transfers and Loans made from fund.**

Were funds from Fund 2310 transferred or loaned during the reporting period? No

**2f. Description of refunds made during reporting period.**

Were funds from Fund 2310 refunded during this reporting period? No

**3. Planned Projects for Fiscal Year 2021-2022: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:**

The Environmental Mitigation Fund 2310 does not currently have funds appropriated to any Capital Improvement Program (CIP) Projects for Fiscal Year 2021-22. Please refer to the City's 2021-2026 Capital Improvement Program adopted by City Council June 2, 2021, Resolution 21-4884.



**Regional Levee Impact Fee – 2315**

**1. Fee Information**

a. Description and History of Fee: In 2007, the legislature passed California State Bill 5 (SB5), which requires the state to develop and adopt a comprehensive Central Valley Flood Protection Plan (CVFPP). The CVFPP was approved by the Central Valley Flood Protection Board in June 2012. In January 2017, Lathrop City Council approved the Interim Urban Levee of Flood Protection Levee Impact Fee (Nexus Study), Ordinance No. 17-374, adding the fee to the Capital Facility Fee Program to fund the design and construction of levee system improvements to provide 200-year flood protection to the Reclamation District 17 area.

On December 10, 2018, Lathrop City Council approved the Regional Levee Impact Fee Collection Agreement with San Joaquin Area Flood Control Agency (SJAFCA) and Cities of Lathrop, Manteca, Stockton and San Joaquin County for the collection of the San Joaquin Area Flood Control Agency Mossdale Tract Area Regional Urban Levee Flood Protection Development Impact Fee. Replacing the Interim Urban Levee of Flood Protection Levee Impact Fee as a result. The Regional Levee Impact Fee is collected by the Land Use Agencies in accordance with the agreement for collection of the San Joaquin Area Flood Control Agency Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee.

b. Amount of Fee: The amount of the fee varies by planned new development land use type.

Land Use Type	Unit	July 1, 2020 to December 31, 2020		January 1, 2021 to June 30, 2021	
		Levee Impact	Admin Fee	Levee Impact	Admin Fee
Single Family – Residential	Acre	\$18,448	\$571	\$18,448	\$571
Multi-Family - Residential	Acre	\$16,799	\$520	\$16,799	\$520
Commercial	Acre	\$17,472	\$540	\$17,472	\$540
Industrial	Acre	\$14,537	\$450	\$14,537	\$450

**2. Fund Information During Reporting Period**

	<u>Source</u>	<u>Amount</u>
a.	Beginning Fund Balance as of July 1, 2020	\$ 269
b.	Fees Collected	\$3,934,845
c.	Interest Earned	(\$ 269)
d.	Expenditures	(\$3,934,845)
e.	Transfers Out	-
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2021	-





**2d. Expenditure Summary: Identification of each improvement on which reportable fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that was funded with reportable fees:**

Were funds from Fund 2315 expended during the reporting period? Yes

A total of \$3,934,845 was expensed from Fund 2315 to SJAFCA pursuant to the approved Regional Levee Impact Fee Collection Agreement for the Mossdale Tract Area Regional Urban Levee Flood Protection Development Impact Fee.

**2e. Description of Transfers and Loans made from fund.**

Were funds from Fund 2315 transferred or loaned during the reporting period? No

**2f. Description of refunds made during reporting period.**

Were funds from Fund 2315 refunded during this reporting period? No

**3. Planned Projects for Fiscal Year 2021-2022: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:**

The Regional Levee Impact Fee Fund 2351 will not have funds appropriated to any Capital Improvement Program (CIP) Projects. Its purpose is to collect and transmit the development impact fee to SJAFCA to fund construction of the development impact fee projects identified in the Mossdale Tract Area Regional Urban Level of Flood Protection Levee Impact Fee Study “Final Nexus Study” adopted November 8, 2018, SJAFCA, Resolution No. 18-21.



**West Central Lathrop Transportation Capital Facility Fee – 2320**

**1. Fee Information**

a. Description and History of Fee: The West/Central Lathrop Regional Transportation Fee is a supplemental fee collected, in conjunction with the original 1997 WLSP (West Lathrop Specific Plan) Regional Transportation Fee, in order to fund traffic improvements needed as a result of new development.

Negotiations between developers and City staff concluded that a West/Central Lathrop Regional Traffic Impact Fee would be added to the Capital Facilities Fee (CFF) Program that would help to fund projects identified in the 1997 WLSP Regional Fee as well as to fund newly added improvements.

The W/C Lathrop Regional Transportation Fee was derived as a result of a traffic study performed by TJKM Transportation Consultants that evaluated trips to / from the regional areas of Lathrop to / from five major service areas within Lathrop: Central Lathrop Specific Plan Area, Mossdale Village, River Islands, Historic Lathrop and area outside of the city limits.

The West Central Lathrop Transportation CFF was reevaluated January 23, 2019. After further review City staff found the project cost were consistent with current cost estimates to construct the improvements with exception of the Louise Avenue Interchange and the Paradise Avenue Interchange improvements. As a result, the fee study includes adjusting the previous CFF to reflect the effects of inflation as well as an increase to the rates for Central Lathrop, Mossdale Village and River Islands.

b. Amount of Fee: The amount of the fee varies by land use type and location.

July 1, 2020 to December 31, 2020					
Land Use Type	Unit	Mossdale Village	Mossdale Landing , ML East, ML South	Central Lathrop	River Islands – Stewart Tract
Single Family	DU	\$3,635	\$2,746	\$3,722	\$ 4,185
Multi-Family	DU	\$2,242	\$1,688	\$2,284	\$ 2,569
Retail Commercial	1,000 sf	\$5,759	\$4,354	\$4,743	\$ 6,955
Service/Office Commercial	1,000 sf	\$5,216	\$3,946	\$3,465	\$ 3,840

January 1, 2021 to June 30, 2021					
Land Use Type	Unit	Mossdale Village	Mossdale Landing , ML East, ML South	Central Lathrop	River Islands – Stewart Tract
Single Family	DU	\$3,714	\$2,805	\$ 3,802	\$ 4, 275
Multi-Family	DU	\$2,290	\$1,725	\$ 2,333	\$ 2,624
Retail Commercial	1,000 sf	\$5,883	\$4,447	\$ 4,845	\$ 7,104
Service/Office Commercial	1,000 sf	\$5,328	\$4,030	\$ 3,539	\$ 3,922



**2. Fund Information (During Reporting Period)**

	<u>Source</u>	<u>Amount</u>
a.	Beginning Fund Balance as of July 1, 2020	\$ 7,901,282
b.	Fees Collected	\$ 2,499,835
c.	Interest Earned	\$ 60,251
d.	Expenditures	-
e.	Transfers Out	(\$ 700,000)
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2021	\$ 9,761,368

**2d. Expenditure Summary: Identification of each improvement on which reportable fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that was funded with reportable fees:**

Were funds from Fund 2320 expended during the reporting period? Yes

A total of \$700,000 was expended from Fund 2320 to the Louise Avenue and I-5 Improvements Project PS 06-06.

**2e. Description of Transfers and Loans made from fund.**

Were funds from Fund 2320 transferred or loaned during the reporting period? No

**2f. Description of refunds made during reporting period.**

Were funds from Fund 2320 refunded during this reporting period? No

**3. Planned Projects for Fiscal Year 2021-22: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:**

The West Central Lathrop Transportation Capital Facility Fee Fund 2320 currently has funds appropriated to any Capital Improvement Program (CIP) Projects for Fiscal Year 2021-22. Please refer to the City’s 2021-2026 Capital Improvement Program adopted by City Council June 2, 2021, Resolution 21-4884.

<u>Project</u>	<u>Amount</u>	<u>% of Improvements</u>
Golden Valley Parkway Improvements, PS 20-25	\$20,166	100
Total	\$20,166	



## West Lathrop Specific Plan Regional Transportation Impact Fee – 2330

### 1. Fee Information

a. Description and History of Fee: The West Lathrop Specific Plan (WLSP) Regional Transportation Impact Fee is collected from planned communities in the Central Lathrop area, Mossdale Village area and the River Islands area to fund regional road improvements needed as a result of new development west of Interstate 5.

The original fee was first developed in 1997 by the Fee Development Committee which is comprised of representatives from the City of Lathrop, San Joaquin Council of Governments, Caltrans, The Crane Transportation Group and Califia (a River Islands affiliate). The Committee was to evaluate existing transportation facilities to determine if they were sufficient to accommodate for new growth and, if insufficient, to identify the need for additional street infrastructure.

Upon determining a transportation level of service (LOS), the development projections for the City and project level impacts, a list of transportation system improvements was compiled. This list of improvements was utilized to determine a fee to fund the necessary improvement projects.

The West Central Lathrop Transportation CFF was reevaluated May 3, 2018. After further review City staff found the project cost were consistent with current cost estimates to construct the improvements with exception of the Louise Avenue Interchange and the Paradise Avenue Interchange improvements. As a result, the fee study includes adjusting the previous CFF to reflect the effects of inflation as well as an increase to the rates for Central Lathrop, Mossdale Village and River Islands.

b. Amount of Fee: The amount of the fee for the West Lathrop Specific Plan Regional Transportation Fee varies by land use type.

Land Use Type	Unit	July 1, 2020 to December 31, 2020	January 1, 2021 to June 30, 2021
Single Family	DU	\$ 359	\$ 367
Multi Family	DU	\$ 420	\$ 429
Retail Commercial	1,000 sf	\$2,007	\$2,050
Service Commercial	1,000 sf	\$ 557	\$ 569

### 2. Fund Information During Reporting Period

	<u>Source</u>	<u>Amount</u>
a.	Beginning Fund Balance as of July 1, 2020	\$ 611,858
b.	Fees Collected	\$ 324,090
c.	Interest Earned	\$ 5,251
d.	Expenditures	-
e.	Transfers Out	-
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2021	\$ 941,199



**2d. Expenditure Summary: Identification of each improvement on which reportable fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that was funded with reportable fees:**

Were funds from Fund 2330 expended during the reporting period? No

**2e. Description of Transfers and Loans made from fund.**

Were funds from Fund 2330 transferred or loaned during the reporting period? No

**2f. Description of refunds made during reporting period.**

Were funds from Fund 2330 refunded during this reporting period? No

**3. Planned Projects for Fiscal Year 2021-22: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:**

The West Lathrop Specific Plan Regional Transportation Impact Fee Fund 2330 does not currently have funds appropriated to the Capital Improvement Program (CIP) Project for Fiscal Year 2021-22. Please refer to the City's 2021-2026 Capital Improvement Program adopted by City Council June 2, 2021, Resolution 21-4884.



**Lathrop Local East – 2340 and Lathrop Local West - 2360**

**1. Fee Information**

a. Description and History of Fee: The Regional Transportation Impact Fee (RTIF) San Joaquin County was adopted by City Council on December 20, 2005. This fee was adopted to address traffic volumes exceeding the capacity of the regional network of highways and arterials existing in San Joaquin County. It was determined that existing funding sources, including federal, state, and local sources, will be inadequate to construct the Regional Transportation Network needed to avoid unacceptable levels of traffic congestion and related adverse impacts.

The City of Lathrop has an existing local and regional transportation capital facilities fee (CFF) system in place which began with the West Lathrop Regional Transportation Impact Fee adopted in 1997. In 2003, the City created the West/Central Lathrop Regional Transportation CFF which picked up where the WLSP RTIF ended, by providing for other transportation improvements needed to meet the increase in development in West and Central Lathrop Specific Plan areas. Several other transportation-related CFFs (as covered in this report) have been created to address improvements as areas have developed.

The San Joaquin RTIF effectively updates and is incorporated into the WLSP RTIF. RTIF – Lathrop Local East (Fund 234) was created to account for fees collected from new development in East Lathrop under the new schedule. RTIF – Lathrop Local West (Fund 236) also accounts for fees collected for new development in West Lathrop under the San Joaquin RTIF fee schedule. Both funds will be used in accordance with the RTIF Operating Agreement in their prospective areas.

b. Amount of Fee: The amount of the fee varies by land use type and location. The fees are as follows:

Land Use Type	Unit	July 1, 2020 to December 31, 2020	January 1, 2021 to June 30, 2021
Single Family	DU	\$ 3,598	\$ 3,598
Multi Family	DU	\$ 2,159	\$ 2,159
Industrial	1,000 sf	\$ 1,090	\$ 1,090
Service/Office Commercial	1,000 sf	\$ 1,800	\$ 1,800
Retail Commercial	1,000 sf	\$ 1,430	\$ 1,430
Warehouse	1,000 sf	\$ 450	\$ 450



**2a. Fund 234 – RTIF – Lathrop Local East**

	<u>Source</u>	<u>Amount</u>
a.	Beginning Fund Balance as of July 1, 2020	\$ 1,446,309
b.	Fees Collected	\$ 835,740
c.	Interest Earned	\$ 14,157
d.	Expenditures	-
e.	Transfers Out	-
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2021	\$ 2,296,205

**2c. Fund 236 – RTIF – Lathrop Local West**

	<u>Source</u>	<u>Amount</u>
a.	Beginning Fund Balance as of July 1, 2020	\$ 5,534,676
b.	Fees Collected	\$ 2,484,670
c.	Interest Earned	\$ 46,257
d.	Expenditures	-
e.	Transfers Out	-
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2021	\$ 8,065,603

**2d. Expenditure Summary: Identification of each improvement on which reportable fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that was funded with reportable fees:**

Were funds from Fund 2340 and 2360 expended during the reporting period? No

**2e. Description of Transfers and Loans made from fund.**

Were funds from Fund 2340 and 2360 transferred or loaned during the reporting period? No

**2f. Description of refunds made during reporting period.**

Were funds from Fund 2340 and 2360 refunded during this reporting period? No



**3. Planned Projects for Fiscal Year 2021-22: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:**

The Lathrop Local East Fee Fund 2340 and Lathrop Local West Fee Fund 2360 do not currently have funds appropriated to the Capital Improvement Program (CIP) Project for Fiscal Year 2021-22. Please refer to the City's 2021-2026 Capital Improvement Program adopted by City Council June 2, 2021, Resolution 21-4884.





**Regional Transportation Impact Fee San Joaquin County – 2350**

**1. Fee Information**

a. Description and History of Fee: The Regional Transportation Impact Fee (RTIF) San Joaquin County was adopted by City Council on December 20, 2005. This fee was adopted to address traffic volumes exceeding the capacity of the regional network of highways and arterials existing in San Joaquin County. It was determined that existing funding sources, including federal, state, and local sources, will be inadequate to construct the Regional Transportation Network needed to avoid unacceptable levels of traffic congestion and related adverse impacts.

The Regional Transportation Impact Fee San Joaquin County (Fund 235) meets the agreement requirement to pay ten (10) percent of the total fee revenue collected to the County of San Joaquin for the purpose of funding RTIF Capital Projects within the County. Fund 235 has been set up to account for this revenue which is paid on a quarterly basis per the RTIF Operating Agreement.

b. Amount of Fee: The amount of the fee varies by land use type and location. Only 10 percent of the fee is placed in Fund 2350 (See Funds 2340 and 2360). The fund amounts are as follows:

**2. Fund 235 – RTIF SJ County 10%**

	<u>Source</u>	<u>Amount</u>
a.	Beginning Fund Balance as of July 1, 2020	\$ 8
b.	Fees Collected	\$ 451,757
c.	Interest Earned	\$ 898
d.	Expenditures	(\$ 452,663)
e.	Transfers Out	-
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2021	-

**2d. Expenditure Summary: Identification of each improvement on which reportable fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that was funded with reportable fees:**

Were funds from Fund 2350 expended during the reporting period? Yes

A total of \$452,663 was expensed from Fund 2350 to pay the County of San Joaquin for the portion of fee dedicated to RTIF Capital Projects within the County.

**2e. Description of Transfers and Loans made from fund.**

Were funds from Fund 2320 transferred or loaned during the reporting period? No

**2f. Description of refunds made during reporting period.**

Were funds from Fund 2320 refunded during this reporting period? No



**3. Planned Projects for Fiscal Year 2021-22: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:**

The Regional Transportation Impact Fee (RTIF) Fund 2350 will not have funds appropriated to any Capital Improvement Program (CIP) Projects. Its purpose is to account for the amount that is paid to the County of San Joaquin for the portion of the fee dedicated to RTIF Capital Projects within the County.



**Regional Transportation Impact Fee**  
**San Joaquin Council of Governments 15% – 2370**

**1. Fee Information**

a. **Description and History of Fee:** The Regional Transportation Impact Fee (RTIF) Program Operating Agreement establishes the distribution of fee revenue collected by the participating agencies. Ten (10) percent of the fees collected by the City of Lathrop and each of the other participating agencies pass directly on to the San Joaquin Council of Governments (SJCOG) on a quarterly basis. This revenue is used to fund state highway improvements on the RTIF Project List. Another five (5) percent is paid directly to SJCOG on a quarterly basis to fund transit improvements on the RTIF Project List. Fund 237 was set up to account for this 15 percent of collected revenue to be passed on to SJCOG.

b. **Amount of Fee:** The amount of the fee is 15 percent of all fees collected under the RTIF Program (See Funds 2340 and 2360).

**2. Fund Information – RTIF SJCOG 15%**

	<u>Source</u>	<u>Amount</u>
a.	Beginning Fund Balance as of July 1, 2020	\$ 12
b.	Fees Collected	\$ 677,635
c.	Interest Earned	\$ 1,347
d.	Expenditures	(\$ 678,994)
e.	Transfers Out	-
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2021	-

**2d. Expenditure Summary: Identification of each improvement on which reportable fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that was funded with reportable fees:**

Were funds from Fund 2370 expended during the reporting period? Yes

A total of \$678,994 was expensed from Fund 2370 to pay the San Joaquin Council of Governments (SJCOG) on a quarterly basis per the RTIF Operating Agreement.

**2e. Description of Transfers and Loans made from fund.**

Were funds from Fund 2370 transferred or loaned during the reporting period? No

**2f. Description of refunds made during reporting period.**

Were funds from Fund 2370 refunded during this reporting period? No



**3. Planned Projects for Fiscal Year 2021-22: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:**

The Regional Transportation Impact Fee San Joaquin Council of Governments (SJCOG) Fund 2370 will not have funds appropriated to any Capital Improvement Program (CIP) Projects. Its purpose is to account for the amount that is paid to SJCOG on a quarterly basis per the RTIF operating Agreement.



**Offsite Roadway Improvements Capital Facility Fee – 2380**

**1. Fee Information**

- a. Description and History of Fee: The Offsite Roadway Improvements Fee was adopted by Lathrop City Council on May 29, 2007. The purpose of the fee is to establish a funding mechanism to pay for the offsite roadway improvements applicable to the Land Park Portion of the Central Lathrop Specific Plan (CLSP) area. The fee is collected to fund an estimated \$8.5 million of buildout improvements at six intersections (Roth Road/McKinley Avenue, Lathrop Road/5<sup>th</sup> Street, Lathrop Road/Airport Road, Louise Avenue/McKinley Avenue, Louise Avenue/Airport Road, and Yosemite Avenue/McKinley Avenue) impacted by the proposed CLSP development located east of Interstate 5. The calculations used for the CLSP offsite intersection CFFs are based on the assumptions and methodology used to calculate the West/Central Lathrop Regional Transportation CFF in the 2003 and 2005 CFF studies. The CLSP fair share of offsite intersection costs was allocated to each type of land use based on the adjusted number of afternoon peak hour trips. The cost allocated to each land use type were then divided by the number of units of development to arrive at the appropriate fee for each unit of new development.
- b. Amount of Fee: The amount of the fee varies by land use type and location.

Central Lathrop Land Use Type	Unit	July 1, 2020 to December 31, 2020	January 1, 2021 to June 30, 2021
Single Family	DU	\$ 155	\$155
Multi Family	DU	\$ 95	\$ 95
Retail Commercial	1,000 sf	\$ 198	\$198
Service/Office Commercial	1,000 sf	\$ 144	\$144

**2. Fund Information (During Reporting Period)**

	<u>Source</u>	<u>Amount</u>
a.	Beginning Fund Balance as of July 1, 2020	\$ 11,600
b.	Fees Collected	\$ 45,105
c.	Interest Earned	\$ 231
d.	Expenditures	-
e.	Transfers Out	-
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2021	\$ 56,937

**2d. Expenditure Summary: Identification of each improvement on which reportable fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that was funded with reportable fees:**

Were funds from Fund 2380 expended during the reporting period? No



**2e. Description of Transfers and Loans made from fund.**

Were funds from Fund 2380 transferred or loaned during the reporting period? No

**2f. Description of refunds made during reporting period.**

Were funds from Fund 2380 refunded during this reporting period? No

**3. Planned Projects for Fiscal Year 2021-22: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:**

The Offsite Roadway Improvements Fee Fund 2380 does not currently have funds appropriated to any Capital Improvement Program (CIP) Projects for Fiscal Year 2021-22. Please refer to the City's 2021-2026 Capital Improvement Program adopted by City Council June 2, 2021, Resolution 21-4884.



**North Lathrop Transportation Capital Facility Fee – 2420**

**1. Fee Information**

a. Description and History of Fee: The North Lathrop Transportation Fee was established in January 2011. The purpose of the North Lathrop Transportation Fee is to establish a funding mechanism to pay for the planning, design, land acquisition, administration (including construction management and program management), and construction of the interchange and frontage road improvements (including streets, intersection relocations and traffic signals). The North Lathrop Study Area boundaries include the City of Lathrop, City of Manteca, and unincorporated San Joaquin County that are impacting the Roth/I5 Interchange and associated frontages

b. Amount of Fee: The amount of the fee varies by land use type and location.

July 1, 2020 to June 30, 2021		
Land Use Type	Unit	City of Lathrop N Lathrop Transportation
CLSP Residential	DU	\$ 669.04
CLSP Commercial	1,000 sf	\$ 3,663.81
N Lathrop Area – Residential	DU	\$ 792.29
N Lathrop Area – Commercial	1,000 sf	\$ 52,408.43
Gordon Trucking – Industrial	Acre	\$ 20,907.61
LN Industrial Building	1,000 sf	\$ 1,116.41
KSC Travel Center- Highway Commercial	Acre	\$ 106,438.77
<b>Other Lathrop Projects – Residential</b>	DU	\$ 771.97
Highway Commercial	1,000 sf	\$ 83,630.46

July 1, 2020 to June 30, 2021		
Land Use Type	Unit	City of Manteca N Lathrop Transportation
Center Point- Light Industrial	1,000 sf	\$ 842.36
<b>Other Manteca Projects – Light Industrial</b>	1,000 sf	\$ 1,403.01
Retail	1,000 sf	\$ 23,810.83

July 1, 2020 to June 30, 2021		
Land Use Type	Unit	San Joaquin County N Lathrop Transportation
Intermodal facility – Light Industrial	Acre	\$ 49,471.55
<b>Other SJ County Projects – Residential</b>	Acre	\$ 2,370.42
Retail	Acre	\$ 87,431.85
Light Industrial	Acre	\$ 7,368.84



**2. Fund Information during Reporting Period**

	<u>Source</u>	<u>Amount</u>
a.	Beginning Fund Balance as of July 1, 2020	\$ 11,319
b.	Fees Collected	-
c.	Interest Earned	\$ 81
d.	Expenditures	-
e.	Transfers Out	-
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2021	\$ 11,400

**2d. Expenditure Summary: Identification of each improvement on which reportable fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that was funded with reportable fees:**

Were funds from Fund 2420 expended during the reporting period? No

**2e. Description of Transfers and Loans made from fund.**

Were funds from Fund 2420 transferred or loaned during the reporting period? No

**2f. Description of refunds made during reporting period.**

Were funds from Fund 2420 refunded during this reporting period? No

**3. Planned Projects for Fiscal Year 2021-22: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:**

The North Lathrop Transportation Fee Fund 2420 does not currently have funds appropriated to the Capital Improvement Program (CIP) Projects for Fiscal Year 2021-22. Please refer to the City’s 2021-2026 Capital Improvement Program adopted by City Council June 2, 2021, Resolution 21-4884.





## Park in Lieu – 3410

### 1. Fee Information

a. Description and History of Fee: This fee is collected under the authority of the Quimby Act, California Government Code Section 66477, to fund the acquisition of parkland needed to support new residential development. The fee is only charged in cases where parkland is not dedicated as part of a subdivision. The locations of the projects to be funded are generally described in the “Comprehensive General Plan and Environmental Impact Report for the City of Lathrop, California, December 1991.”

b. Amount of Fee: The amount of the fee varies from project to project but is always equal to the market value of the land for which the fee is being paid in lieu. Dedication (or payment of fees) is required in an amount necessary to provide five (5) acres of parkland per 1,000 new residents. An average rate of 3.59 people per household, results in park dedication of approximately one (1) acre of land for every 55.71 dwelling units.

### 2. Fund Information (During Reporting Period)

	<u>Source</u>	<u>Amount</u>
a.	Beginning Fund Balance as of July 1, 2020	\$ 276,353
b.	Fees Collected	\$ 62,700
c.	Interest Earned	\$ 1,946
d.	Expenditures	-
e.	Transfers Out	-
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2021	\$ 340,999

**2d. Expenditure Summary: Identification of each improvement on which reportable fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that was funded with reportable fees:**

Were funds from Fund 3410 expended during the reporting period? No

**2e. Description of Transfers and Loans made from fund.**

Were funds from Fund 3410 transferred or loaned during the reporting period? No

**2f. Description of refunds made during reporting period.**

Were funds from Fund 3410 refunded during this reporting period? No



**3. Planned Projects for Fiscal Year 2021-22: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:**

The Park in Lieu Fee Fund 3410 currently does not have funds appropriated to the Capital Improvement Program (CIP) Project for Fiscal Year 2021-22. Please refer to the City’s 2021-2026 Capital Improvement Program adopted by City Council June 2, 2021, Resolution 21-4884.

## Water Capital Facility Fee – 5610

### 1. Fee Information

a. Description and History of Fee: The Water Capital Facility Fee is collected to fund improvements to water facilities in support of new development as well as to upgrade and maintain the City’s existing system. A water component, based on the city’s planned development, was not added to the Capital Facility Fee Program until the 1994 update as the City’s updated General Plan was not yet complete. The 1994 study, added a fee based on land usage and type appropriate for the City’s future growth to fund and maintain new and existing water facilities. The Capital Facility Fee Program was updated in 2003 to reflect the direction in which the city was headed (and reevaluated in 2005 to show the impacts of inflation). The 2003 and 2005 studies identified facilities to accommodate for growth west of Interstate 5 as well as growth and improvements in Historic Lathrop.

At the present time, Lathrop obtains water supplies from the underlying groundwater basin using five active wells. Along with the five wells, the City’s existing water system includes four above ground storage tanks, four booster pump stations, and over 77 miles of distribution pipelines.

Four separate water system Capital Facility Fees have been set up to address the current underground water supply.

- ✓ An updated water system CFF for East Lathrop based on a system buy-in approach since the water system in that area is largely built out;
- ✓ An incremental cost for West/Central Lathrop to reflect the cost of adding arsenic treatment to groundwater wells and for a portion of the cost of a standby well to provide additional water system reliability for the entire City;
- ✓ An incremental cost CFF for the Mossdale Landings developments associated with the cost of a 1.0 MG storage reservoir;
- ✓ A reimbursement CFF for the Crossroads area.

On August 3, 2015 City Council approved entitlements for the South Lathrop Specific Plan (SLSP) area. The entitlements required an update to the CFF program to establish fees to fund the improvements for the SLSP area. The SLSP CFF Study “Nexus Study” adopted on March 12, 2018 identified approximately \$3.3 million to construct the water system facilities. SLSP’s fair share of the cost is 30% and the remainder of the \$3.3 million cost would be funded by other developments that will benefit from this facility. The Water Capital Facility Fee was reevaluated May 3, 2018. The studies included adjusting the previous Capital Facility Fee to reflect the effects of inflation.

In October 2019 the SLSP and the Lathrop Gateway Business Park Specific Plan (LGBPSP) CFF study provided an update to the CFF program for the SLSP area and established a fee program for the LGBPSP area. The LGBPSP CFF Study identified approximately \$12.8 million storm drainage facilities improvements. In May 2020, the CFF program was updated based on actual facility construction cost for SLSP and LGBPSP.



b. Amount of Fee: The amount of the fee varies by meter size and location. The current fees are as follows:

July 1, 2020 to December 31, 2020						
Meter Size	East Lathrop	Crossroads	North Harlan	Mossdale Village/Landing – Central Lathrop, SLSP-Non SLCC & Stewart Tract	Mossdale Landing (Storage)	SLSP-Non SLCC & Gateway (Buy-In)
5/8	\$ 1,289	\$ 1,457	\$ 1,211	\$ 791	\$ 937	\$ 1,289
1 FS	\$ 1,289	N/A	\$ 1,211	\$ 791	\$ 937	\$ 1,289
¾	\$ 1,933	\$ 2,186	\$ 1,816	\$ 1,187	\$ 1,406	\$ 1,933
1	\$ 3,222	\$ 3,643	\$ 3,027	\$ 1,980	\$ 2,343	\$ 3,222
1 ½	\$ 6,443	\$ 7,284	\$ 6,056	\$ 3,958	\$ 4,685	\$ 6,443
2	\$ 10,309	\$ 11,655	\$ 9,689	\$ 6,333	\$ 7,497	\$10,309
3	\$ 19,330	\$ 21,853	\$ 18,166	\$ 11,875	\$ 14,056	\$19,330
4	\$ 32,215	\$ 36,422	\$ 30,277	\$ 19,793	\$ 23,427	\$32,215
6	\$ 64,431	\$ 72,845	\$ 60,552	\$ 39,585	\$ 46,852	\$64,431
8	\$ 103,089	\$ 116,552	\$ 96,883	\$ 63,337	\$ 74,964	\$103,089
10	\$ 186,849	\$ 211,251	\$ 175,601	\$ 114,798	\$ 135,872	\$186,849

January 1, 2021 to June 30, 2021						
Meter Size	East Lathrop	Crossroads	North Harlan	Mossdale Village/Landing, Central Lathrop, Stewart Tract, SLSP-Non SLCC & Gateway	Mossdale Landing (Storage)	SLSP-Non SLCC & Gateway (Buy-In)
5/8	\$ 1,316	\$ 1,488	\$ 1,237	\$ 808	\$ 957	\$ 1,316
1 FS	\$ 1,316	N/A	\$ 1,237	\$ 808	\$ 957	\$ 1,316
¾	\$ 1,975	\$ 2,233	\$ 1,855	\$ 1,212	\$ 1,436	\$ 1,975
1	\$ 3,291	\$ 3,721	\$ 3,092	\$ 2,022	\$ 2,393	\$ 3,291
1 ½	\$ 6,581	\$ 7,441	\$ 6,186	\$ 4,043	\$ 4,785	\$ 6,581
2	\$ 10,530	\$ 11,905	\$ 9,897	\$ 6,469	\$ 7,658	\$10,530
3	\$ 19,745	\$ 22,323	\$ 18,556	\$ 12,130	\$ 14,358	\$19,745
4	\$ 32,907	\$ 37,205	\$ 30,927	\$ 20,218	\$ 23,930	\$32,907
6	\$ 65,814	\$ 74,410	\$ 61,853	\$ 40,435	\$ 47,859	\$65,814
8	\$ 105,303	\$ 119,056	\$ 98,964	\$ 64,698	\$ 76,574	\$105,303
10	\$ 190,862	\$ 215,788	\$ 179,373	\$ 117,264	\$ 138,791	\$190,862



The amount of the fee rates in the SLSP development area are per 1,000 square feet of building space. The current fees are as follows:

<u>South Lathrop Specific Plan Land Use Type (Storage)</u>	<u>Unit</u>	<u>July 1, 2020 to Dec. 31, 2020</u>	<u>Jan. 1, 2021 to June 30, 2021</u>
Office Commercial	1,000 sqft	\$ 1,033	\$1,055
Limited Warehouse	1,000 sqft	\$ 488	\$ 499
Warehouse	1,000 sqft	\$ 139	\$ 142

The amount of the fee rates in the SLSP – Non SLCC development area are per Acre. The current fees are as follows:

<u>South Lathrop Specific Plan Land Use Type (Water-Line)</u>	<u>Unit</u>	<u>July 1, 2020 to Dec. 31, 2020</u>	<u>Jan. 1, 2021 to June 30, 2021</u>
Office Commercial	Acre	\$9,990	\$10,205
Limited Warehouse	Acre	\$9,990	\$10,205
Warehouse	Acre	\$9,990	\$10,205

The amount of the fee rates in the Lathrop Gateway Business Park development area. The current fees are as follows:

Lathrop Gateway Business Park	July 1, 2020 to December 31, 2020		
Land Use Type	Water System Storage (Per 1,000 sf.)	Water Line Water Loop (Acre)	Water Line Non-Water Loop (Linear Foot)
Shopping Center	\$ 593	\$5,888	\$159.58
Office Park	\$ 559	\$5,888	\$159.58
Industrial Park	\$ 445	\$5,888	\$159.58
Warehouse	\$ 127	\$5,888	\$159.58

Lathrop Gateway Business Park	January 1, 2021 to June 30, 2021		
Land Use Type	Water System Storage (Per 1,000 sf.)	Water Line Water Loop (Acre)	Water Line Non-Water Loop (Linear Foot)
Shopping Center	\$ 605	\$ 6,014	\$ 163.01
Office Park	\$ 571	\$ 6,014	\$ 163.01
Industrial Park	\$ 454	\$ 6,014	\$ 163.01
Warehouse	\$ 130	\$ 6,014	\$ 163.01



**2. Fund Information during Reporting Period**

	<u>Source</u>	<u>Amount</u>
a.	Beginning Fund Balance as of July 1, 2020	\$ 2,981,580
b.	Fees Collected	\$ 1,285,692
c.	Interest Earned	\$ 23,127
d.	Expenditures	(\$ 116,443)
e.	Transfers Out	-
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2021	\$ 4,173,956

**2d. Expenditure Summary: Identification of each improvement on which reportable fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that was funded with reportable fees:**

Were funds from Fund 5610 expended during the reporting period? Yes

A total of \$116,443 was expensed from Fund 5610 to reimburse developers for constructing public improvements.

**2e. Description of Transfers and Loans made from fund.**

Were funds from Fund 5610 transferred or loaned during the reporting period? No

**2f. Description of refunds made during reporting period.**

Were funds from Fund 5610 refunded during this reporting period? No

**3. Planned Projects for Fiscal Year 2021-22: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:**

The Water Capital Facility Fee Fund 5610 currently does not have funds appropriated to the Capital Improvement Program (CIP) Project for Fiscal Year 2021-22. Please refer to the City’s 2021-2026 Capital Improvement Program adopted by City Council June 2, 2021, Resolution 21-4884.



## Surface Water Capital Facility Fee – 5640

### 1. Fee Information

a. Description and History of Fee: The Surface Water Supply Capital Facility Fee is collected to fund The City of Lathrop’s proportionate share of costs related to the South County Surface Water Supply Project (SCSWSP) with the South San Joaquin Irrigation District (SSJID).

The South County Surface Water Supply Project is a joint project between the Cities of Lathrop, Manteca, Escalon and Tracy that built a water treatment facility (the Nick C. DeGroot Treatment Facility), a pipeline to transport raw water from the Woodward Reservoir to the treatment facility and additional pipelines to transport the treated water to the participating cities.

Prior to the SCSWSP the city obtained all of its water supplies from the underlying groundwater basin using wells. With new development and recognizing the limitations of the groundwater resources the SCSWSP was needed. The City issued COPs in 2000 to help pay for the planning, engineering, and design costs associated with the project. Additionally, revenue bonds were issued in 2003 with a par value of \$32,530,000 to fund construction costs for the city’s capacity.

On August 3, 2015 City Council approved entitlements for the South Lathrop Specific Plan (SLSP) area. The entitlements required an update to the CFF program to establish fees to fund the improvements for the SLSP area. The SLSP CFF Study “Nexus Study” adopted on March 12, 2018 identified that the SLSP is also subject to the Surface Water Impact fee. The Surface Water Capital Facility Fee was reevaluated May 3, 2018. The studies included adjusting the previous Capital Facility Fee to reflect the effects of inflation.

b. Amount of Fee: The amount of the fee varies by land use type and location.

<b>July 1, 2020 to December 31, 2020</b>			
<b>Meter Size</b>	<b>East Lathrop, North Harlan, Crossroads &amp; SLSP- SLCC</b>	<b>Central Lathrop</b>	<b>Mossdale Village, SLSP – Non SLCC &amp; Gateway</b>
5/8	\$ 2,805	\$ 5,752	\$ 4,252
1” FS	\$ 2,805	\$ 5,752	\$ 4,252
¾	\$ 4,208	\$ 8,628	\$ 6,378
1	\$ 7,013	\$ 14,380	\$ 10,630
1 ½	\$ 14,026	\$ 28,760	\$ 21,260
2	\$ 22,442	\$ 46,016	\$ 34,016
3	\$ 42,078	\$ 86,280	\$ 63,780
4	\$ 70,130	\$ 143,800	\$ 106,300
6	\$ 140,261	\$ 287,600	\$ 212,600
8	\$ 224,417	\$ 460,160	\$ 340,160
10	\$ 406,756	\$ 834,040	\$ 616,540



<b>January 1, 2021 to June 30, 2021</b>			
<b>Meter Size</b>	<b>East Lathrop, North Harlan, Crossroads, &amp; SLSP - SLCC</b>	<b>Central Lathrop</b>	<b>Mossdale Village, SLSP – Non SLCC &amp; Gateway</b>
5/8	\$ 2,997	\$ 5,740	\$ 4,236
1" FS	\$ 2,997	\$ 5,740	\$ 4,236
¾	\$ 4,496	\$ 8,610	\$ 6,354
1	\$ 7,494	\$ 14,350	\$ 10,590
1 ½	\$ 14,987	\$ 28,700	\$ 21,180
2	\$ 23,980	\$ 45,920	\$ 33,888
3	\$ 44,962	\$ 86,100	\$ 63,540
4	\$ 74,937	\$ 143,500	\$ 105,900
6	\$ 149,874	\$ 287,000	\$ 211,800
8	\$ 239,798	\$ 459,200	\$ 338,880
10	\$ 434,635	\$ 832,300	\$ 614,220

**2. Fund Information during Reporting Period**

	<u>Source</u>	<u>Amount</u>
a.	Beginning Fund Balance as of July 1, 2020	\$ 267,675
b.	Fees Collected	\$1,437,486
c.	Interest Earned	\$ 3,937
d.	Expenditures	(\$ 601,924)
e.	Transfers Out	(\$ 122,497)
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2021	\$1,229,670

**2d. Expenditure Summary: Identification of each improvement on which reportable fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that was funded with reportable fees:**

Were funds from Fund 5640 expended during the reporting period? Yes

A total of \$601,924 was expensed from Fund 5640 to reimbursed developers for constructing public improvements.

**2e. Description of Transfers and Loans made from fund.**

Were funds from Fund 5640 transferred or loaned during the reporting period? Yes

A total of \$122,497 was transferred from Fund 5640 to cover debt service for surface water improvements.





**2f. Description of refunds made during reporting period.**

Were funds from Fund 5640 refunded during this reporting period? No

**3. Planned Projects for Fiscal Year 2021-2022: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:**

The Surface Water Supply Fund Fee 5640 does not currently have funds appropriated to any Capital Improvement Program (CIP) Projects. The fund pays for the costs related to the South County Surface Water Supply Program Project.



## **Sewer Capital Facility Fee – 6030**

### **1. Fee Information**

a. Description and History of Fee: The Sewer Capital Facilities Fees, adopted in 1993, are collected in order to fund new sewer facilities to accommodate new development as well as to provide improvements to the city’s existing facilities. The Crossroads fee is an exception in that it is collected to reimburse the developer for infrastructure that was built with the original project. Lathrop’s existing facilities consist of: 14.7% capacity of the Manteca Water Quality Control Facility to service the Historic Lathrop area, and the Consolidated Treatment Facility (CTF) to service development west of Interstate 5 and for businesses located within the Crossroads development area. The CTF represents a consolidation of the two previous Lathrop treatment facilities, the Membrane Biological Reactor (MBR) Treatment Facility and the Water Recycling Plant (WRP1). An update to the Sewer Capital Facilities Fee was implemented in 2003 and again in 2005 to show the effects of inflation.

The city plans to expand the capacity of the existing CTF plant to accommodate for future growth in the Mossdale Landing and River Islands areas and for Richland Communities development.

On August 3, 2015 City Council approved entitlements for the South Lathrop Specific Plan (SLSP) area. The entitlements required an update to the CFF program to establish fees to fund the improvements for the SLSP area. The SLSP CFF Study “Nexus Study” adopted on March 12, 2018 identified that the SLSP is also subject to the Sewer Capital Facility Fee. The fee was reevaluated in January 23, 2019 CFF update and was updated to reflect the effects of inflation. In addition, the CLSP Sewer/Recycled Water Facilities CFF was added to the CFF program.

In October 2019 the SLSP and the Lathrop Gateway Business Park Specific Plan (LGBPSP) CFF study provided an update to the CFF program for the SLSP area and established a fee program for the LGBPSP area. The LGBPSP CFF Study identified approximately \$12.8 million storm drainage facilities improvements. In May 2020, the CFF program was updated based on actual facility construction cost for SLSP and LGBPSP.

In February 2020, the Sewer Reimbursement CFF Study established a fee program for the construction of oversized sewer facilities including future construction of sewer facilities within the City.



b. Amount of Fee: The amount of the fee varies by land use type and location.

July 1, 2020 to December 31, 2020				
Meter Size	East Lathrop & North Harlan	Crossroads	Mosssdale Village/Landing, Central Lathrop, Stewart Tract, SLSP & Gateway (Recycled Water Outfall)	Mosssdale Village/Landing, SLSP-Non SLCC & Gateway (Sewer Collect/ Recycle Water Dist. System)
5/8	\$ 5,797		\$ 48	\$ 1,133
1" FS	\$ 5,797		\$ 48	\$ 1,133
3/4	\$ 8,695		\$ 72	\$ 1,699
1	\$ 14,491		\$ 120	\$ 2,832
1 ½	\$ 28,983		\$ 238	\$ 5,663
2	\$ 46,372		\$ 380	\$ 9,061
3	\$ 86,948		\$ 715	\$ 16,991
4	\$ 144,914		\$ 1,192	\$ 28,317
6	\$ 289,828		\$ 2,381	\$ 56,634
8	\$ 463,724		\$ 3,811	\$ 90,615
10	\$ 840,500		\$ 6,907	\$164,240
ISU	\$ 8,862			
GPD		\$42.86		

January 1, 2021 to June 30, 2021				
Meter Size	East Lathrop & North Harlan	Crossroads	Mosssdale Village/Landing, Central Lathrop, Stewart Tract, SLSP & Gateway (Recycled Water Outfall)	Mosssdale Village/Landing, SLSP-Non SLCC & Gateway (Sewer Collect/ Recycle Water Dist. System)
5/8	\$ 5,921		\$ 49	\$ 1,158
1" FS	\$ 5,921		\$ 49	\$ 1,158
3/4	\$ 8,882		\$ 74	\$ 1,736
1	\$ 14,803		\$ 122	\$ 2,893
1 ½	\$ 29,605		\$ 243	\$ 5,785
2	\$ 47,368		\$ 388	\$ 9,256
3	\$ 88,816		\$ 730	\$ 17,356
4	\$ 148,026		\$ 1,217	\$ 28,925
6	\$ 296,053		\$ 2,433	\$ 57,851
8	\$ 473,685		\$ 3,893	\$ 92,561
10	\$ 858,553		\$ 7,055	\$167,768
ISU	\$ 9,052			
GPD		\$43.78		



<u>Central Lathrop Land Use Type</u>	<u>Unit</u>	<u>July 1, 2020 to Dec. 31, 2020</u>	<u>Jan. 1, 2021 to June 30, 2021</u>
Single Family - Residential	DU	\$ 2,708	\$ 2,766
Multi-Family - Residential	DU	\$ 2,302	\$ 2,351
Commercial	1,000 sf.	\$ 612	\$ 625
Industrial	1,000 sf.	\$ 612	\$ 625

<u>South Lathrop Specific Plan – SLSP Non SLCC Land Use Type</u>	<u>Unit</u>	<u>July 1, 2020 to Dec. 31, 2020</u>	<u>Jan. 1, 2021 to June 30, 2021</u>
Office Commercial	Acre	\$20,394	\$ 20,832
Limited Industrial	Acre	\$20,394	\$ 20,832
Warehouse	Acre	\$20,394	\$ 20,832

<u>Lathrop Gateway Business Park Land Use Type</u>	<u>Unit</u>	<u>July 1, 2020 to Dec. 31, 2020</u>	<u>Jan. 1, 2021 to June 30, 2021</u>
Shopping Center	1,000 sf.	\$ 731	\$ 746
Office Park	1,000 sf.	\$ 641	\$ 655
Industrial Park	1,000 sf.	\$ 307	\$ 313
Warehouse	1,000 sf.	\$ 307	\$ 313

### 3. Fund Information during Reporting Period

	<u>Source</u>	<u>Amount</u>
a.	Beginning Fund Balance as of July 1, 2020	\$ 2,288,180
b.	Fees Collected	\$ 3,325,984
c.	Interest Earned	\$ 21,285
d.	Expenditures	(\$ 118,931)
e.	Transfers Out	(\$ 1,333,600)
f.	Refunds	-
g.	Prior Year Adjustments	-
h.	Ending Fund Balance as of June 30, 2021	\$ 4,182,827



**2d. Expenditure Summary: Identification of each improvement on which reportable fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that was funded with reportable fees:**

Were funds from Fund 6030 expended during the reporting period? Yes

A total of \$118,931 was expensed from Fund 6030 to reimburse developers for constructing public improvements.

**2e. Description of Transfers and Loans made from fund.**

Were funds from Fund 6030 transferred or loaned during the reporting period? Yes

A total of \$1,333,600 was transferred from Fund 6030 to cover the following projects;

- \$1,364,501 for the Surface Water Discharge Project WW 20-17
- (\$30,901) for the Consolidated Treatment Facility Phase II Project, WW 14-14

**2f. Description of refunds made during reporting period.**

Were funds from Fund 6030 refunded during this reporting period? No

**3. Planned Projects for Fiscal Year 2021-22: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:**

The Sewer Capital Facility Fee Fund 6030 currently has no funds appropriated to any Capital Improvement Program (CIP) Projects for Fiscal Year 2021-22. Please refer to the City's 2021-2026 Capital Improvement Program adopted by City Council June 2, 2021, Resolution 21-4884.

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## ITEM 4.5

### CITY MANAGER'S REPORT JANUARY 10, 2022 CITY COUNCIL REGULAR MEETING

**ITEM:** APPROVAL OF COOPERATIVE AGREEMENTS  
WITH SAN JOAQUIN COUNCIL OF  
GOVERNMENTS

**RECOMMENDATION:** Adopt Resolution Approving Two Cooperative  
Agreements with San Joaquin Council of  
Governments for Funding Toward Active  
Transportation Projects CIP PS 22-17 and CIP  
PS 22-18

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#### **SUMMARY:**

The San Joaquin Council of Governments (SJCOG) issued a call for local public agencies to apply for an Active Transportation Program (ATP) for funding toward projects that included bicycle, pedestrian and Safe Routes to School. The City of Lathrop submitted two applications for Capital Improvement Projects (CIPs) PS 22-17 Lathrop Active Transportation Plan and PS 22-18 Class II Bikeway to ACE Station.

SJCOG has approved allocating a total amount of \$1,191,000 for the City to use toward the two active transportation projects submitted. In order to proceed, SJCOG and the City will need to enter into a Cooperative Agreement for each project.

Cooperative Agreement (C-22-023) (attached as "Attachment B") authorizes SJCOG to issue Measure K Renewal funds within the Passenger Rail, Bus and Bicycle/Pedestrian for a total amount of \$190,000. These funds will be used towards the CIP PS 22-17 Lathrop Active Transportation Plan.

Similarly, Cooperative Agreement (C-22-030) (attached as "Attachment C") authorizes SJCOG to issue Measure K Renewal funds within the Smart Growth Incentive Program for a total amount of \$1,001,000. These funds will be used towards the CIP PS 22-18 Class II Bikeway to ACE Station project.

Staff is requesting that City Council approve both Cooperative Agreements with SJCOG for funding towards the active transportation projects CIP PS 22-17 and CIP PS 22-18.

#### **BACKGROUND:**

In March 2021, SJCOG approved the allocation of federal and state funding from several sources including the Active Transportation Program (ATP) Cycle 5, Measure K, and funding set aside from the Congestion Mitigation and Air Quality Improvement Program (CMAQ). The 2021 Regional Active Transportation Program (ATP) has allocated these funds towards active transportation projects that include bicycle, pedestrian and Safe Routes to School.

**CITY MANAGER'S REPORT** **PAGE 2**  
**JANUARY 10, 2022 CITY COUNCIL REGULAR MEETING**  
**APPROVE COOPERATIVE AGREEMENTS WITH SAN JOAQUIN COUNCIL OF**  
**GOVERNMENTS FOR FUNDING TOWARD ACTIVE TRANSPORTATION**  
**PROJECTS CIP PS 22-17 AND CIP PS 22-18**

Previously in September 2020, the City applied to SJCOG to receive funds for active transportation projects CIPs PS 22-17 Lathrop Active Transportation Plan and PS 22-18 Class II Bikeway to ACE Station.

The first project, CIP PS 22-17 Lathrop Active Transportation Plan, will update the adopted 1995 Bicycle Master Plan to include all forms of non-motorized transportation by procuring a qualified Planning Consultant, reviewing the existing transportation infrastructure, identifying deficiencies, developing and prioritizing potential projects, holding public meetings to receive public comment, and compiling all findings into a single planning document that can be used to guide development and City initiated projects.

The second project, CIP PS 22-18 Class II Bikeway to ACE Station, will design and construct approximately 4.2-miles of Class II bikeway south on Harlan Road from Louise Avenue to the Lathrop/Manteca ACE Station. The project will include striping, signal and signing improvements to facilitate the bikeway for multi-modal users. The project will connect residents north of Louise Avenue and in the growing River Islands neighborhood to the Lathrop/Manteca ACE commuter train station.

Funding has been approved for both projects and in order to proceed, SJCOG and the City will need to enter into a Cooperative Agreement for each project pursuant to the authority provided by San Joaquin County Local Transportation Improvement Plan (LTIP).

Cooperative Agreement (C-22-023) authorizes SJCOG to issue Measure K Renewal funds within the Passenger Rail, Bus and Bicycle/Pedestrian in the total amount of \$190,000. Cooperative Agreement (C-22-030) authorizes Measure K Renewal funds within the Smart Growth Incentive Program in the total amount of \$1,001,000. Funds will be used towards CIPs PS 22-17 and PS 22-18, respectively.

**REASON FOR RECOMMENDATION:**

In order to process the state and federal funds allocated to the City, a Cooperative Agreement with SJCOG is required for each project to set forth the expectations and responsibilities of funding towards the active transportation projects. Approval of Cooperative Agreements C-22-023 & C-22-030 will allow the City to move forward with the preparation of the CIP PS 22-17 Lathrop Active Transportation Plan and planning of the CIP PS 22-18 Class II Bikeway to ACE Station.

**FISCAL IMPACT:**

None.




**CITY MANAGER'S REPORT** **PAGE 3**  
**JANUARY 10, 2022 CITY COUNCIL REGULAR MEETING**  
**APPROVE COOPERATIVE AGREEMENTS WITH SAN JOAQUIN COUNCIL OF**  
**GOVERNMENTS FOR FUNDING TOWARD ACTIVE TRANSPORTATION**  
**PROJECTS CIP PS 22-17 AND CIP PS 22-18**

**ATTACHMENTS:**

- A. Resolution Approving Two Cooperative Agreements with San Joaquin Council of Governments for Funding Toward Active Transportation Projects CIP PS 22-17 and CIP PS 22-18
- B. Cooperative Agreement (C-22-023) for CIP PS 22-17 Lathrop Active Transportation Plan
- C. Cooperative Agreement (C-22-030) for CIP PS 22-18 Class II Bikeway to ACE Station

**CITY MANAGER'S REPORT**  
**JANUARY 10, 2022 CITY COUNCIL REGULAR MEETING**  
**APPROVE COOPERATIVE AGREEMENTS WITH SAN JOAQUIN COUNCIL OF**  
**GOVERNMENTS FOR FUNDING TOWARD ACTIVE TRANSPORTATION**  
**PROJECTS CIP PS 22-17 AND CIP PS 22-18**

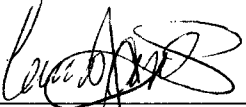
**APPROVALS:**

  
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Angel Abarca  
Assistant Engineer

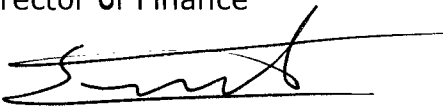
12 / 16 / 21  
Date

  
\_\_\_\_\_  
Michael King  
Public Works Director


12.16.2021  
Date

  
\_\_\_\_\_  
Cari James  
Director of Finance

12/20/2021  
Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

12-17-2021  
Date

  
\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

12.28.21  
Date

**RESOLUTION NO. 22-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING TWO COOPERATIVE AGREEMENTS WITH SAN JOAQUIN COUNCIL OF GOVERNMENTS FOR FUNDING TOWARD ACTIVE TRANSPORTATION PROJECTS CIP PS 22-17 AND CIP PS 22-18**

**WHEREAS**, in September 2020, the City of Lathrop applied to San Joaquin Council of Governments (SJCOG) for funding towards Capital Improvement Projects (CIPs) PS 22-17 Lathrop Active Transportation Plan and PS 22-18 Class II Bikeway to ACE Station; and

**WHEREAS**, in March 2021, the SJCOG Board approved the allocation of state and federal funding towards active transportation projects through the 2021 Regional Active Transportation Program (ATP); and

**WHEREAS**, funding has been approved for both projects and in order to proceed, SJCOG and the City will need to enter into a Cooperative Agreement for each project pursuant to the authority provided by San Joaquin County Local Transportation Improvement Plan (LTIP); and

**WHEREAS**, Cooperative Agreement (C-22-023) authorizes SJCOG to issue Measure K Renewal funds within the Passenger Rail, Bus and Bicycle/Pedestrian category of the LTIP for a total amount of \$190,000 to be used towards CIP PS 22-17 Lathrop Active Transportation Plan; and

**WHEREAS**, Cooperative Agreement (C-22-030) authorizes SJCOG to issue Measure K Renewal funds within the Smart Growth Incentive Program for a total amount of \$1,001,000 to be used towards CIP PS 22-18 Class II Bikeway to ACE Station project; and

**WHEREAS**, staff is requesting that City Council approve both Cooperative Agreements with SJCOG for funding towards the active transportation projects CIP PS 22-17 and PS 22-18; and

**WHEREAS**, no fiscal impact to the City is anticipated.

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Lathrop hereby approves the Cooperative Agreements (C-22-023 and C-22-030) with San Joaquin Council of Governments for Funding towards Active Transportation Projects CIP PS 22-17 and CIP PS 22-18.

The foregoing resolution was passed and adopted this 10<sup>th</sup> day of January 2022, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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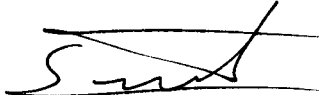
Sonny Dhaliwal, Mayor

**ATTEST:**

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Teresa Vargas  
City Clerk

**APPROVED AS TO FORM:**



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Salvador Navarrete  
City Attorney

**MEASURE K  
COOPERATIVE AGREEMENT (C-22-023)  
FOR  
ACTIVE TRANSPORTATION PLAN**

This Cooperative Agreement (“Agreement”) is made and entered into this 8th day of February, 2022 by and between the CITY OF LATHROP (“Sponsor”) and the SAN JOAQUIN COUNCIL OF GOVERNMENTS acting as the Local Transportation Authority (“Authority”). Sponsor and Authority may each be referred to herein as “Party” or collectively as “Parties.”

**RECITALS**

WHEREAS, Authority and Sponsor desire to enter into a Cooperative Agreement for funding of transportation improvements in San Joaquin County pursuant to the authority provided by San Joaquin County Local Transportation Improvement Plan and Ordinance (“LTIP”), which was approved by the voters of San Joaquin County on November 7, 2006; and

WHEREAS, Sponsor desires to receive funding from the Authority for the particular transportation improvement project specified herein (“Project”); and

WHEREAS, the Project is eligible for funds (as specified in the Measure K Renewal Strategic Plan) within the **PASSENGER RAIL, BUS AND BICYCLE/PEDESTRIAN** funding category of the LTIP; and

WHEREAS, the Authority is authorized under the LTIP to issue Measure K Renewal funds to Sponsor in an amount up to \$190,000; and

WHEREAS, Authority shall issue reimbursement payments as provided in Section 2.1 to Sponsor pursuant to a request for reimbursement submitted by the Sponsor; however, the Sponsor understands that in no event shall reimbursement payments, when aggregated with previously approved reimbursement requests, exceed the Measure K Renewal commitment set forth in the Project Cooperative Agreement of \$190,000 or 95%, whichever is less, of the total project costs as listed in Exhibit “A”; and

WHEREAS, any difference in cost which results in less than \$190,000 of Measure K Renewal funds being spent on the Project shall be retained by the Authority for reallocation to any other eligible project; and

WHEREAS, Sponsor agrees to abide by the terms and conditions of the Authority as set forth herein for the receipt of Measure K Renewal funds; and

WHEREAS, Authority agrees to provide funding for the transportation improvements of the Sponsor’s Project according to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein made and the mutual benefits to be derived therefrom, the parties hereto represent, covenant and agree as follows:

## AGREEMENT

### SECTION I Covenants of Sponsor

1.1. Project Application. The Project description, scope of work, delivery schedule, corridor-specific cost by activity, anticipated amount and type of funds that will supplement Measure K Renewal funds, and the anticipated timing for release of Measure K Renewal funds and the Measure K Renewal “not to exceed” amount are specified in Exhibit “A,” and incorporated herein by this reference.

1.2. Change in Project Scope. A change in the Project scope as described in Exhibit “A” may not be implemented until it has been approved by the Authority. In no event, will a change of scope result in the Authority reimbursing more than \$190,000.

1.3. Eligible Reimbursement Costs. Eligible reimbursement costs shall be as specified in Exhibit “A” or as may be approved from time to time by the Authority pursuant to Section 1.2.

1.4. Right of Way Costs. It is understood that right-of-way acquisition costs are not eligible reimbursement costs of the Project.

1.5. Measure K Renewal Percentage Share Defined. For this Project, the estimated Measure K Renewal share of eligible reimbursements shall not exceed the lesser of \$190,000 or 80% of the total project costs listed in Exhibit “A”.

1.6. Invoices and Progress Reports. Starting one month after the execution of this contract, Sponsor shall provide quarterly progress reports and may provide invoices as often as monthly for activities conducted over the prior unbilled month(s). These documents shall include the following specified information:

1.6.a. Copies of Consultant Invoices. Sponsor shall provide the Authority with one (1) copy of all invoices submitted to Sponsor by every consultant, subconsultant, contractor, or subcontractor performing work related to the Project.

1.6.b. Progress Reports. The quarterly progress reports shall include a brief description of the status of the Project, the work completed to date, including any issues that may impact Project schedule. This summary may be included on the invoices submitted to the Authority or be attached to those invoices.

1.7. Use of Funds. Sponsor shall use Measure K Renewal funds consistent with the Project scope of work, as described in Exhibit “A” or approved by the Authority pursuant to Section 1.2.

1.8. Submittal of Bid Documents. All consultant contracts entered into pursuant to this capital funding agreement shall follow a competitive bidding process or give justification for using a sole source in a manner substantially similar to that described in the San Joaquin Council of Governments Financial Management & Accounting Processing Manual. When the contract is awarded, Sponsor shall provide to the Authority one (1) copy of the bid tabulation, and the bid schedule of the successful bidder, complete with unit prices and total award amount. All awarded contracts shall include performance bonds, labor and material bonds, a provision for liquidated damages, and may include any other penalty clauses for nonperformance of the contract. Sponsor shall provide copies to the Authority of all other executed contracts which relate to the Project scope, as described in Exhibit "A" or approved by the Authority pursuant to Section 1.2. Sponsor shall retain records pertaining to the Project for a four (4) year period following completion of the Project.

1.8. a. Communication to Authority. Upon inquiry, Sponsor shall communicate, verbal or written, to Authority or its representatives with Project documents, invoices and progress reports, at any time of Project activities consistent to the provisions specified in Section I (1.6), (1.7), (1.8), and Section II (2.2).

1.9. Completion of Project. Sponsor shall be responsible for the timely completion of the construction of the Project and provide management of consultant and contractor activities, including responsibility for schedule, budget and oversight of the services, consistent with the scope of work. Since Sponsor is responsible for project management and oversight, any and all costs which exceed \$190,000 of the total eligible costs set forth in Exhibit "A" shall be the sole responsibility of Sponsor. This provision shall apply in all instances including situations where a change in scope has been approved by the Authority pursuant to Section 1.2.

1.9. a. Letter of Project Completion. Sponsor shall provide a letter of project completion which includes final cost, revenues, schedule of activities, etc. This letter shall accompany the final invoice for payment from the sponsor to provide notice of project account closing by Authority.

1.10. Public Outreach. Sponsor shall be responsible for the development and administration of a public outreach effort to ensure public awareness and involvement in the project development and project delivery in construction. Sponsor shall include the Authority staff in the distribution list of all draft and final copy of the public outreach plan and materials of the public outreach activities. Sponsor shall provide the Authority timely email and postal distribution of all public outreach materials including but not limited to public meeting notices, postcards, and other meeting information. The public outreach plan shall identify the Authority in the list of interested stakeholders or project partners. The public outreach plan shall accompany in the first invoice for payment from the Sponsor. All other public outreach materials, meeting summary, and attendance list shall accompany in the invoice for the billing period which the public outreach was performed.

1.11. Excess Costs. In the event the actual Project cost exceeds the estimate shown in Exhibit "A," this amount will be considered an excess cost. Sponsor is solely responsible for all costs over the amount identified in Section 1.5.

1.12. Errors and Omissions. Sponsor shall diligently monitor and manage all aspects of the Project and shall aggressively pursue any and all remedies, including full restitution and damages from any consultant, contractor, or sub-contractor and their insured and sureties suspected of any acts errors, or omissions committed during business activities that economically damage the project.

1.13. Provision of Signs. Sponsor shall credit the Authority's financial participation on the cover of the final report and forward an electronic copy of the final report to the Authority.

## SECTION II Covenants of Authority

2.1. Reimbursement Payments. The Authority shall make reimbursement payments to Sponsor for all eligible Project costs. To receive monthly reimbursement payments for work completed on the Project, Sponsor shall comply with the following reimbursement procedures:

2.1. a. Deadline to Submit Reimbursement Requests. All invoices and progress reports shall be submitted to Authority on or before 5:00 p.m. on the tenth (10th) calendar day of the month in which the Sponsor requests reimbursement payments. Authority shall issue reimbursement payments to Sponsor on or before the last day of the month for all timely submittals.

2.1. b. Late Submittals. If Sponsor fails to submit documents to Authority as set forth in Section 2.1.a, above, then Authority shall provide reimbursement payments for late submittals in the following calendar month.

2.1. c. Ineligible Costs. The Authority reserves the right to adjust current or future reimbursement payments to Sponsor if an invoice includes ineligible costs.

2.1. d. Reimbursement Amount. The amount of reimbursement payments to Sponsor shall be equivalent to the Measure K Renewal percentage share for each invoice submitted to the Authority. The total reimbursement percentage share for this Project shall not exceed the lesser of \$190,000 or 95% and the available Measure K Renewal funds per fiscal year as specified in Exhibit "A".

2.1. e. Suspension of Reimbursement. Reimbursement payments for the item(s) in question shall be suspended when a dispute arises as to whether or not the cost item(s) is eligible for reimbursement.

2.1. e. (1) Meeting. Once a dispute has occurred, the Authority shall arrange a meeting between the Authority and the Sponsor's staff to discuss and attempt to resolve the dispute. If the invoice was received on or before 5:00 p.m. on the 10th day of the month, the meeting shall be held no later than the 20th day of the same month. If the invoice was received after this date and time, then the meeting shall be held no later than the 20th day of the following month.



2.1. e. (2) Technical Advisory Committee. If an agreement cannot be reached at the meeting, then the Sponsor or the Authority shall have the option to take the dispute to the Authority's Technical Advisory Committee, with the understanding that by doing so the reimbursement for the disputed cost item(s) will be delayed until a resolution of the matter is reached.

2.1. e. (3) Board Decision. If the Sponsor or the Authority disagrees with the resolution by the Technical Advisory Committee then the dispute shall be submitted to the San Joaquin Council of Governments Board for resolution. If the Board determines that the disputed cost item(s) is ineligible, the Authority shall not provide reimbursement payment to the Sponsor for the disputed item(s). If the Board determines that the disputed cost item(s) is eligible, then the Authority shall provide reimbursement payment to the Sponsor for the disputed cost.

2.1. e. (4) Reservation of Rights. By utilizing the above procedures, the Sponsor does not surrender any rights to pursue available legal remedies if the Sponsor disagrees with the Board decision.

2.1. f. Acceptance of Work Does Not Result In Waiver. Reimbursement payments do not result in a waiver of the right of the Authority to require fulfillment of all terms of this Agreement.

2.2. Right to Conduct Audit. The Authority shall have the right to conduct an audit of all Sponsor's records pertaining to the Project at any time during the four (4) year period after completion of the Project.

### SECTION III Mutual Covenants

3.1. Term. This Agreement shall remain in effect until discharged or terminated as provided in Section 3.2 or Section 3.14.

3.2. Discharge. This Agreement shall be subject to discharge as follows:

3.2. a. Breach of Obligation. If a Party believes that, the other is in breach of this agreement, that Party shall provide written notice to the breaching Party and the written notice shall identify the nature of the breach. The breaching Party shall have thirty (30) days from the date of notice to initiate steps to cure any breach that is reasonably capable of being cured. If the breaching Party diligently pursues cure, such Party shall be allowed a reasonable time to cure, not to exceed sixty (60) days from the date of the initial notice, unless a further extension is granted by the non-breaching Party. If the non-breaching Party is not satisfied that there has been a cure by the end of the time for cure, the non-breaching Party may seek available legal remedies.

3.2. b. Termination by Mutual Consent. This Agreement may be terminated at any time by mutual consent of the Parties.

3.2. c. Discharge Upon Completion of Project. Except as to any rights or obligations which survive discharge as specified in Section 3.13, this Agreement shall be discharged, and the Parties shall have no further obligation to each other, upon completion of the Project as certified by the Authority.

3.3. Indemnity. It is mutually understood and agreed, relative to the reciprocal indemnification of Authority and Sponsor:

3.3. a. That neither Authority, nor any officer or employee thereof, shall be responsible for, and Sponsor shall fully defend, indemnify and hold harmless Authority against any damage or liability occurring by reason of anything done or omitted to be done by Sponsor under the Agreement. It is also fully understood and agreed that, pursuant to Government Code Section 895.4, Sponsor shall fully defend, indemnify and hold the Authority harmless from any liability imposed for injury as defined by Government Code Section 810.8 occurring by reason of anything done or omitted to be done by Sponsor under this Agreement or in connection with any work, authority, or jurisdiction delegated to Sponsor under this Agreement.

3.3. b. That neither Sponsor nor any officer or employee thereof, shall be responsible for, and Authority shall fully defend, indemnify and hold harmless Sponsor against, any damage or liability occurring by reason of anything done or omitted to be done by Authority under or in connection with any work, authority or jurisdiction delegated to Authority under the Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, Authority shall fully defend, indemnify and hold the Sponsor harmless from any liability imposed for injury as defined by Government Code Section 810.8 occurring by reason of anything done or omitted to be done by Authority under this Agreement or in connection with any work, authority, or jurisdiction delegated to Authority under this Agreement.

3.4. Notices. Any notice, which may be required under this Agreement, shall be in writing and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below:

TO AUTHORITY:

Diane Nguyen  
Executive Director  
San Joaquin County Transportation Authority  
555 E. Weber Avenue  
Stockton, CA 95202

TO SPONSOR:

Stephen J. Salvatore  
City Manager  
City of Lathrop  
390 Towne Center Dr.  
Lathrop, CA 95330

Either Party may change its address by giving notice of such change to the other Party in the manner provided in this Section 3.4. All notices and other communications shall be deemed communicated as of actual receipt or after the second business day after deposit in the United States mail.

3.5. Additional Acts and Documents. Each Party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of the Agreement.

3.6. Integration. This Agreement represents the entire Agreement of the Parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in other contemporaneous written agreements.

3.7. Amendment. This Agreement may not be changed, modified or rescinded except in writing, signed by all Parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

3.8. Independent Agency. Sponsor renders its services under this Agreement as an independent agency and the Authority is also an independent agency under the Agreement. None of the Sponsor's agents or employees shall be agents or employees of the Authority and none of the Authorities' agents or employees shall be agents or employees of Sponsor.

3.9. Assignment. The Agreement may not be assigned, transferred, hypothecated, or pledged by any Party without the express written consent of the other Party.

3.10. Binding on Successors. This Agreement shall be binding upon the successor(s), assignee(s) or transferee(s) of the Authority or as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this Agreement other than as provided above.

3.11. Severability. Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the authority of either Party to enter into or carry out, such determination shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the Parties.

3.12. Counterparts. This Agreement may be executed in one or more counterparts and shall become effective when one or more counterparts have been signed by all of the Parties; each counterpart shall be deemed an original but all counterparts shall constitute a single document.

3.13. Survival. The following provisions in this Agreement shall survive discharge:

3.13. a. Sponsor. As to Sponsor, the following sections shall survive discharge: Section 1.6 (obligation to apply funds to Project), Section 1.7 (obligation to

provide copies and retain records), and Section 1.8 (obligation to continue to manage Project).

3.13. b. Authority. As to Authority, the following section shall survive discharge: Section 2.2 (right to conduct audit).

3.13. c. Both Parties. As to both Parties, the following sections shall survive discharge: Section 3.2.a. (obligation which survives termination), and Section 3.3 (mutual indemnities).

3.14. Limitation. All obligations of Authority under the terms of this Agreement are expressly contingent upon the Authority's continued authorization to collect and expend the sales tax proceeds provided by Measure K Renewal. If for any reason the Authority's right or ability to collect or expend such sales tax proceeds is terminated or suspended in whole or part so that it materially affects the Authority's ability to fund the project, the Authority shall promptly notify Sponsor, and the Parties shall consult on a course of action. If, after twenty-five (25) working days, a course of action is not agreed upon by the Parties, this Agreement shall be deemed terminated by mutual or joint consent. Any future obligation to fund this project or any other project or projects of Sponsor, not already specifically covered by separate Agreement, shall arise only upon execution of a new Agreement.

3.15. Attorneys' Fees. Should any litigation commence between the Parties concerning the rights and duties of any Party pursuant to, related to, or arising from, this Agreement, the prevailing Party in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorneys' fees and costs of such litigation, or in a separate action brought for that purpose.

3.16. Time. Time is and shall be of the essence of this Agreement and each and all of its provisions in which performance is a factor.

3.17. Remedies Cumulative. No remedy or election of remedies provided for in this Agreement shall be deemed exclusive, but shall be cumulative with all other remedies at law or in equity. Each remedy shall be construed to give the fullest effect allowed by law.

3.18. Applicable Law. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of California.

3.19. Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions of this Agreement and shall not affect the Project or interpretation of any of its provisions.

3.20. No Continuing Waiver. The waiver by any Party of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same, or of any other provision of this Agreement.

3.21. No Rights in Third Parties. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any third party, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third party to any Party to this Agreement, nor shall any provision of this Agreement give any third party any right of subrogation or action over or against any Party to this Agreement.

3.22. Signatory's Warranty. Each Party warrants to each other that he or she is fully authorized and competent to enter into this Agreement in the capacity indicated by his or her signature and agrees to be bound by this Agreement as of the day and year first mentioned above upon the execution of this Agreement by each other Party.

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

CITY OF LATHROP

SAN JOAQUIN COUNTY  
TRANSPORTATION AUTHORITY

By: \_\_\_\_\_

By: \_\_\_\_\_

STEPHEN J. SALVATORE  
City Manager

LEO ZUBER  
Chair

ATTEST:

ATTEST:

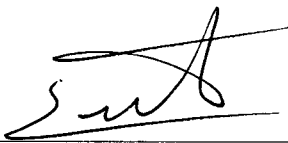
By: \_\_\_\_\_

By: \_\_\_\_\_

TERESA VARGAS  
City Clerk

DIANE NGUYEN, AICP  
Executive Director

APPROVED AS TO FORM:

By:  \_\_\_\_\_

By: \_\_\_\_\_

SALVADOR NAVARRETE  
City Attorney

STEVE DIAL  
Deputy Executive Director/CFO

**EXHIBIT A**

**City of Lathrop  
Active Transportation Plan**

**1. Project Name, Location:**

Active Transportation Plan, City of Lathrop

**2. Project Sponsor, Contact Person, Phone Number:**

City of Lathrop  
Michael King, Director of Public Works  
(209) 941-7440  
[mking@ci.lathrop.ca.us](mailto:mking@ci.lathrop.ca.us)

**3. Project Scope of Work:**

The City proposes to update the adopted 1995 Bicycle Master Plan to include all forms of non-motorized transportation by procuring a qualified Planning Consultant, reviewing the existing transportation infrastructure, identifying deficiencies, developing and prioritizing potential projects, holding public meetings to receive public comment, and compiling all findings into a single planning document that can be used to guide development and procure project funding through a variety of State and Federal funding sources. The Active Transportation Plan will encompass the entire City of Lathrop.

**4. Expected Time of Delivery of Overall Project:**

	<u>Start Date</u>	<u>Completion Date</u>
Planning Studies	02/08/2022	03/11/2024

**5. Estimated Project Cost (as applicable for each of the phases described above):**

	<u>Measure K Amount</u>	<u>Total Cost</u>
Planning Studies	\$190,000	\$200,000

**Exhibit A**

**6. Expected Timing for Release of Measure K Funds by Quarter:**

	FY 21/22	FY 22/23	FY 23/24	
July - September	-	\$25,000	\$20,000	
October - December	-	\$25,000	\$20,000	
January - March	\$25,000	\$25,000	-	
April - June	\$25,000	\$25,000	-	
<b>TOTAL</b>	<b>\$50,000</b>	<b>\$100,000</b>	<b>\$40,000</b>	<b>\$190,000</b>

**7. Source(s) and Amount(s) of Funds for Project**

	<u>Amount</u>	<u>Percentage</u>
Measure K Bicycle, Pedestrian, and Safe Routes to School Competitive Program	\$190,000	95.0%
City of Lathrop Local Funds	\$10,000	5%
<b>TOTAL</b>	<b>\$200,000</b>	<b>100%</b>

**MEASURE K RENEWAL  
COOPERATIVE AGREEMENT (C-22-030)  
FOR  
CLASS II BIKEWAY TO ACE STATION**

This Cooperative Agreement (“Agreement”) is made and entered into this 10<sup>th</sup> day of December, 2021 by and between the CITY OF LATHROP (“Sponsor”) and the SAN JOAQUIN COUNCIL OF GOVERNMENTS acting as the Local Transportation Authority (“Authority”). Sponsor and Authority may each be referred to herein as “Party” or collectively as “Parties.”

**RECITALS**

WHEREAS, Authority and Sponsor desire to enter into a Cooperative Agreement for funding of transportation improvements in San Joaquin County pursuant to the authority provided by San Joaquin County Local Transportation Improvement Plan and Ordinance (“LTIP”), which was approved by the voters of San Joaquin County on November 7, 2006; and

WHEREAS, Sponsor desires to receive funding from the Authority for the Class II Bikeway to ACE Station specified herein (“Project”); and

WHEREAS, the Project is eligible for funds (as specified in the Measure K Renewal Strategic Plan) within the **SMART GROWTH INCENTIVE PROGRAM** funding category of the LTIP; and

WHEREAS, the Authority is authorized under the LTIP to issue Measure K Renewal funds to Sponsor in the amount up to \$1,001,000; and

WHEREAS, Authority shall issue reimbursement payments as provided in Section 2.1 to Sponsor pursuant to a request for reimbursement submitted by the Sponsor; however, the Sponsor understands that in no event shall reimbursement payments, when aggregated with previously approved reimbursement requests, exceed the Measure K Renewal commitment set forth in the Project Cooperative Agreement of \$1,001,000 or 95%, whichever is less, of the total project costs as listed in Exhibit “A”; and

WHEREAS, any difference in cost which results in less than \$1,001,000 of Measure K Renewal funds being spent on the Project shall be retained by the Authority for reallocation to any other eligible project; and

WHEREAS, Sponsor agrees to abide by the terms and conditions of the Authority as set forth herein for the receipt of Measure K Renewal funds; and

WHEREAS, Authority agrees to provide funding for the transportation improvements of the Sponsor’s Project according to the terms and conditions set forth herein.



NOW, THEREFORE, in consideration of the mutual promises and undertakings herein made and the mutual benefits to be derived therefrom, the parties hereto represent, covenant and agree as follows:

## AGREEMENT

### SECTION I Covenants of Sponsor

1.1. Project Application. The Project description, scope of work, delivery schedule, corridor-specific cost by activity, anticipated amount and type of funds that will supplement Measure K Renewal funds, and the anticipated timing for release of Measure K Renewal funds and the Measure K Renewal “not to exceed” amount are specified in Exhibit “A,” and incorporated herein by this reference.

1.2. Change In Project Scope. A change in the Project scope as described in Exhibit “A” may not be implemented until it has been approved by the Authority. In no event will a change of scope result in the Authority reimbursing more than \$1,001,000.

1.3. Eligible Reimbursement Costs. Eligible reimbursement costs shall be as specified in Exhibit “A” or as may be approved from time to time by the Authority pursuant to Section 1.2.

1.4. Right of Way Costs. It is understood that right-of-way acquisition costs are not eligible reimbursement costs of the Project.

1.5. Measure K Renewal Percentage Share Defined. For this Project, the estimated Measure K Renewal share of eligible reimbursements shall not exceed the lesser of \$1,001,000 or 95% of the total project costs listed in Exhibit “A”.

1.6. Invoices and Progress Reports. Starting one month after the execution of this contract, Sponsor shall provide quarterly progress reports and may provide invoices as often as monthly for activities conducted over the prior unbilled month(s). These documents shall include the following specified information:

1.6.a. Copies of Consultant Invoices. Sponsor shall provide the Authority with one (1) copy of all invoices submitted to Sponsor by every consultant, subconsultant, contractor, or subcontractor performing work related to the Project.

1.6.b. Progress Reports. The quarterly progress reports shall include a brief description of the status of the Project, the work completed to date, including any issues that may impact Project schedule. This summary may be included on the invoices submitted to the Authority or be attached to those invoices.

1.7. Use of Funds. Sponsor shall use Measure K Renewal funds consistent with the Project scope of work, as described in Exhibit “A” or approved by the Authority pursuant to Section 1.2.

1.8. Submittal of Bid Documents. All consultant contracts entered into pursuant to this capital funding agreement shall follow a competitive bidding process or give justification for using a sole source in a manner substantially similar to that described in the San Joaquin Council of Governments Financial Management & Accounting Processing Manual. When the contract is awarded, Sponsor shall provide to the Authority one (1) copy of the bid tabulation, and the bid schedule of the successful bidder, complete with unit prices and total award amount. All awarded contracts shall include performance bonds, labor and material bonds, a provision for liquidated damages, and may include any other penalty clauses for nonperformance of the contract. Sponsor shall provide copies to the Authority of all other executed contracts which relate to the Project scope, as described in Exhibit “A” or approved by the Authority pursuant to Section 1.2. Sponsor shall retain records pertaining to the Project for a four (4) year period following completion of the Project.

1.8.a Communication to Authority. Upon inquiry, Sponsor shall communicate, verbal or written, to Authority or its representatives with Project documents, invoices and progress reports, at any time of Project activities consistent to the provisions specified in Section I (1.6), (1.7), (1.8), and Section II (2.2).

1.9. Completion of Project. Sponsor shall be responsible for the timely completion of the construction of the Project and provide management of consultant and contractor activities, including responsibility for schedule, budget and oversight of the services, consistent with the scope of work. Since Sponsor is responsible for project management and oversight, any and all costs which exceed \$1,001,000 of the total eligible costs set forth in Exhibit “A” shall be the sole responsibility of Sponsor. This provision shall apply in all instances including situations where a change in scope has been approved by the Authority pursuant to Section 1.2.

1.9.a. Letter of Project Completion. Sponsor shall provide a letter of project completion which includes final cost, revenues, schedule of activities, etc. This letter shall accompany the final invoice for payment from the sponsor to provide notice of project account closing by Authority.

1.10. Public Outreach. Sponsor shall be responsible for the development and administration of a public outreach effort to ensure public awareness and involvement in the project development and project delivery in construction. Sponsor shall include the Authority staff in the distribution list of all draft and final copy of the public outreach plan and materials of the public outreach activities. Sponsor shall provide the Authority timely email and postal distribution of all public outreach materials including but not limited to public meeting notices, postcards, and other meeting information. The public outreach plan shall identify the Authority in the list of interested stakeholders or project partners. The public outreach plan shall accompany in the first invoice for payment from the Sponsor. All other public outreach materials, meeting summary, and attendance list shall accompany in the invoice for the billing period which the public outreach was performed.

1.11. Excess Costs. In the event the actual Project cost exceeds the estimate shown in Exhibit “A,” this amount will be considered an excess cost. Sponsor is solely responsible for all costs over the amount identified in Section 1.5.

1.12. Errors and Omissions. Sponsor shall diligently monitor and manage all aspects of the Project and shall aggressively pursue any and all remedies, including full restitution and damages from any consultant, contractor, or sub-contractor and their insured and sureties suspected of any acts errors, or omissions committed during business activities that economically damage the project.

1.13. Provision of Signs. Sponsor shall install signs approved by the Authority consistent with the specifications set forth in Exhibit “B” of this Agreement, attached hereto and incorporated herein by this reference. Signs shall be posted at both ends of the project boundaries for visibility to motorists traveling in either direction.

## SECTION II Covenants of Authority

2.1. Reimbursement Payments. The Authority shall make reimbursement payments to Sponsor for all eligible Project costs. To receive monthly reimbursement payments for work completed on the Project, Sponsor shall comply with the following reimbursement procedures:

2.1.a. Deadline to Submit Reimbursement Requests. All invoices and progress reports shall be submitted to Authority on or before 5:00 p.m. on the tenth (10th) calendar day of the month in which the Sponsor requests reimbursement payments. Authority shall issue reimbursement payments to Sponsor on or before the last day of the month for all timely submittals.

2.1.b. Late Submittals. If Sponsor fails to submit documents to Authority as set forth in Section 2.1.a, above, then Authority shall provide reimbursement payments for late submittals in the following calendar month.

2.1.c. Ineligible Costs. The Authority reserves the right to adjust current or future reimbursement payments to Sponsor if an invoice includes ineligible costs.

2.1.d. Reimbursement Amount. The amount of reimbursement payments to Sponsor shall be equivalent to the Measure K Renewal percentage share for each invoice submitted to the Authority. The total reimbursement percentage share for this Project shall not exceed the lesser of \$1,001,000 or 95% and the available Measure K Renewal funds per fiscal year as specified in Exhibit “A”.

2.1.e. Suspension of Reimbursement. Reimbursement payments for the item(s) in question shall be suspended when a dispute arises as to whether or not the cost item(s) is eligible for reimbursement.

2.1.e.(1) Meeting. Once a dispute has occurred, the Authority shall arrange a meeting between the Authority and the Sponsor’s staff to discuss and attempt to

resolve the dispute. If the invoice was received on or before 5:00 p.m. on the 10th day of the month, the meeting shall be held no later than the 20th day of the same month. If the invoice was received after this date and time, then the meeting shall be held no later than the 20th day of the following month.

2.1.e.(2) Technical Advisory Committee. If an agreement cannot be reached at the meeting, then the Sponsor or the Authority shall have the option to take the dispute to the Authority's Technical Advisory Committee, with the understanding that by doing so the reimbursement for the disputed cost item(s) will be delayed until a resolution of the matter is reached.

2.1.e.(3) Board Decision. If the Sponsor or the Authority disagrees with the resolution by the Technical Advisory Committee then the dispute shall be submitted to the San Joaquin Council of Governments Board for resolution. If the Board determines that the disputed cost item(s) is ineligible, the Authority shall not provide reimbursement payment to the Sponsor for the disputed item(s). If the Board determines that the disputed cost item(s) is eligible, then the Authority shall provide reimbursement payment to the Sponsor for the disputed cost.

2.1.e.(4) Reservation of Rights. By utilizing the above procedures, the Sponsor does not surrender any rights to pursue available legal remedies if the Sponsor disagrees with the Board decision.

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allowed a reasonable time to cure, not to exceed sixty (60) days from the date of the initial notice, unless a further extension is granted by the non-breaching Party. If the non-

breaching Party is not satisfied that there has been a cure by the end of the time for cure, the non-breaching Party may seek available legal remedies.

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TO AUTHORITY:

Diane Nguyen  
Executive Director  
San Joaquin County Transportation Authority  
555 E. Weber Avenue  
Stockton, CA 95202

TO SPONSOR:

Stephen J. Salvatore  
City Manager  
City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330

Either Party may change its address by giving notice of such change to the other Party in the manner provided in this Section 3.4. All notices and other communications shall be deemed communicated as of actual receipt or after the second business day after deposit in the United States mail.

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3.15. Attorneys' Fees. Should any litigation commence between the Parties concerning the rights and duties of any Party pursuant to, related to, or arising from, this Agreement, the prevailing Party in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorneys' fees and costs of such litigation, or in a separate action brought for that purpose.

3.16. Time. Time is and shall be of the essence of this Agreement and each and all of its provisions in which performance is a factor.

3.17. Remedies Cumulative. No remedy or election of remedies provided for in this Agreement shall be deemed exclusive, but shall be cumulative with all other remedies at law or in equity. Each remedy shall be construed to give the fullest effect allowed by law.

3.18. Applicable Law. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of California.

3.19. Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions of this Agreement and shall not affect the Project or interpretation of any of its provisions.

3.20. No Continuing Waiver. The waiver by any Party of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same, or of any other provision of this Agreement.

3.21. No Rights in Third Parties. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any third party, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third party to any Party to this Agreement, nor shall any provision of this Agreement give any third party any right of subrogation or action over or against any Party to this Agreement.

3.22. Signatory's Warranty. Each Party warrants to each other that he or she is fully authorized and competent to enter into this Agreement in the capacity indicated by his or her signature and agrees to be bound by this Agreement as of the day and year first mentioned above upon the execution of this Agreement by each other Party.

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

CITY OF LATHROP

SAN JOAQUIN COUNTY  
TRANSPORTATION AUTHORITY

By: \_\_\_\_\_

By: \_\_\_\_\_

STEPHEN J. SALVATORE  
City Manager

LEO ZUBER  
Chair

ATTEST:

ATTEST:

By: \_\_\_\_\_

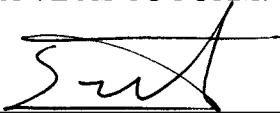
By: \_\_\_\_\_

TERESA VARGAS  
Government Services Director  
/City Clerk

DIANE NGUYEN  
Executive Director

APPROVE AS TO FORM:

APPROVE AS TO FORM:

By:  \_\_\_\_\_

By: \_\_\_\_\_

SALVADOR NAVARRETE  
City Attorney

STEVE DIAL  
Deputy Executive Director / CFO



**EXHIBIT A**

**City of Lathrop  
 Class II Bikeway to ACE Station**

**1. Project Name, Location:**

Class II Bikeway to ACE Station  
 (See Attached Project Vicinity Map)

**2. Project Sponsor, Contact Person, Phone Number:**

City of Lathrop  
 Michael King, Director of Public Works  
 (209) 941-7454  
[mking@ci.lathrop.ca.us](mailto:mking@ci.lathrop.ca.us)

**3. Project Scope of Work:**

The project will design and construct approximately 4.2-miles of Class II bikeway south on Harlan Road from Louise Avenue to the Lathrop/Manteca ACE Station. The project will include striping, signal and signing improvements to facilitate the bikeway for multi-modal users. The project will connect residents north of Louise Avenue and in the growing River Islands neighborhood to the Lathrop/Manteca ACE commuter train station.

**4. Expected Time of Delivery of Overall Project:**

	<u>Start Date</u>	<u>Completion Date</u>
Preliminary Design/ Environmental	2/14/2022	7/4/2022
Final Design	7/11/2022	7/11/2023
Right of Way Acquisition	-	-
Construction	8/8/2023	2/12/2024

**5. Estimated Project Cost (as applicable for each of the phases described above):**

	<u>Measure K Amount</u>	<u>Total Cost</u>
Preliminary Design/ Environmental	\$178,840	\$188,250
Final Design	\$107,300	\$112,950
Right of Way Acquisition	-	-
Construction	\$715,350	\$752,999

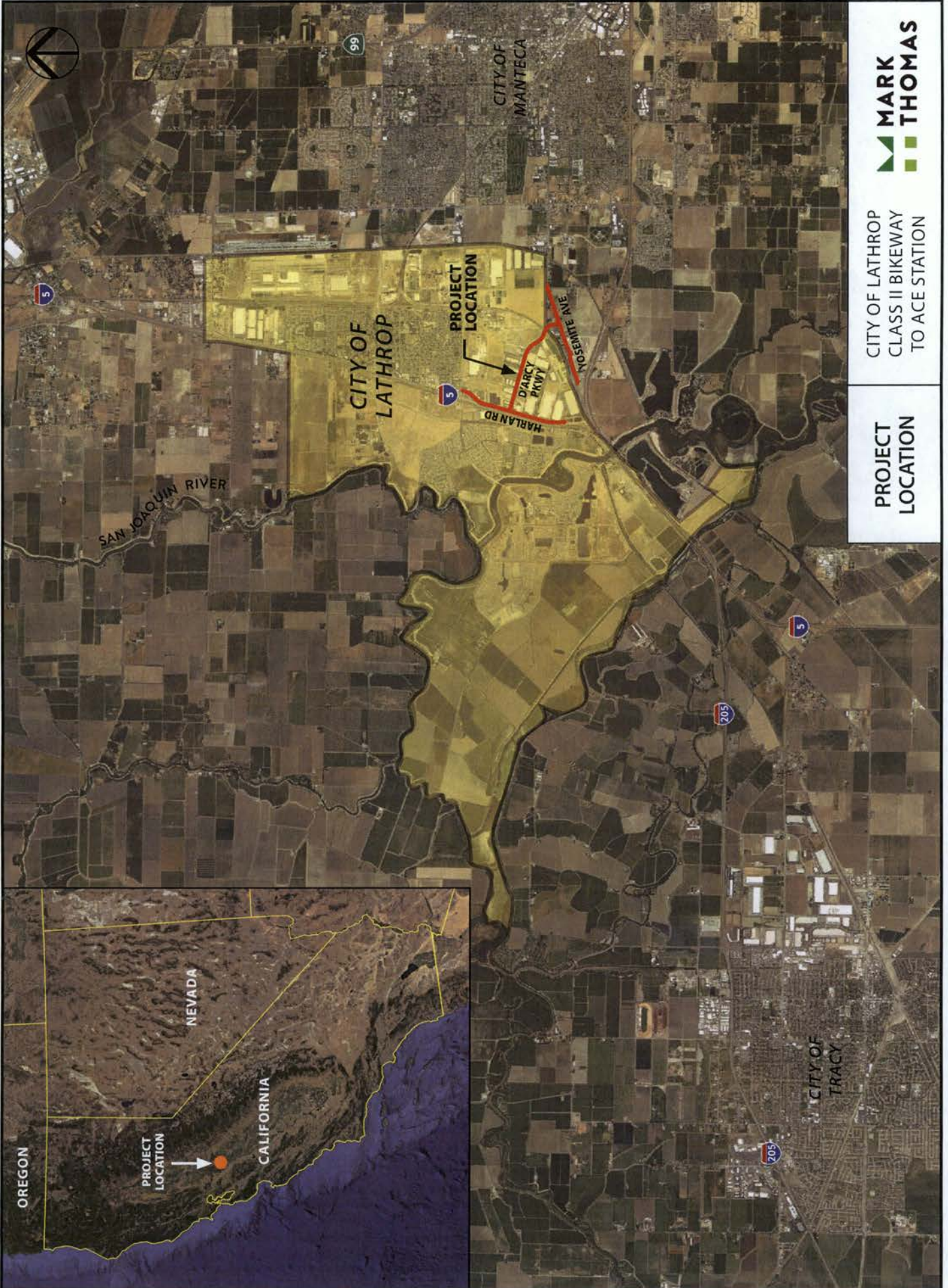
**6. Expected Timing for Release of Measure K Funds by Quarter:**

	FY 21/22	FY 22/23	FY 23/24	
July - September	-	\$100,000	\$100,000	
October - December	-	\$100,000	\$100,000	
January - March	\$100,000	\$100,000	\$100,000	
April - June	\$100,000	\$100,000	\$101,000	
<b>TOTAL</b>	<b>\$200,000</b>	<b>\$400,000</b>	<b>\$401,000</b>	<b>\$1,001,000</b>

**7. Source(s) and Amount(s) of Funds for Project**

	<u>Amount</u>	<u>Percentage</u>
Measure K Smart Growth	\$1,001,000	95%
City of Lathrop Local Funds	\$53,199	5%
<b>TOTAL</b>	<b>\$1,054,199</b>	<b>100%</b>

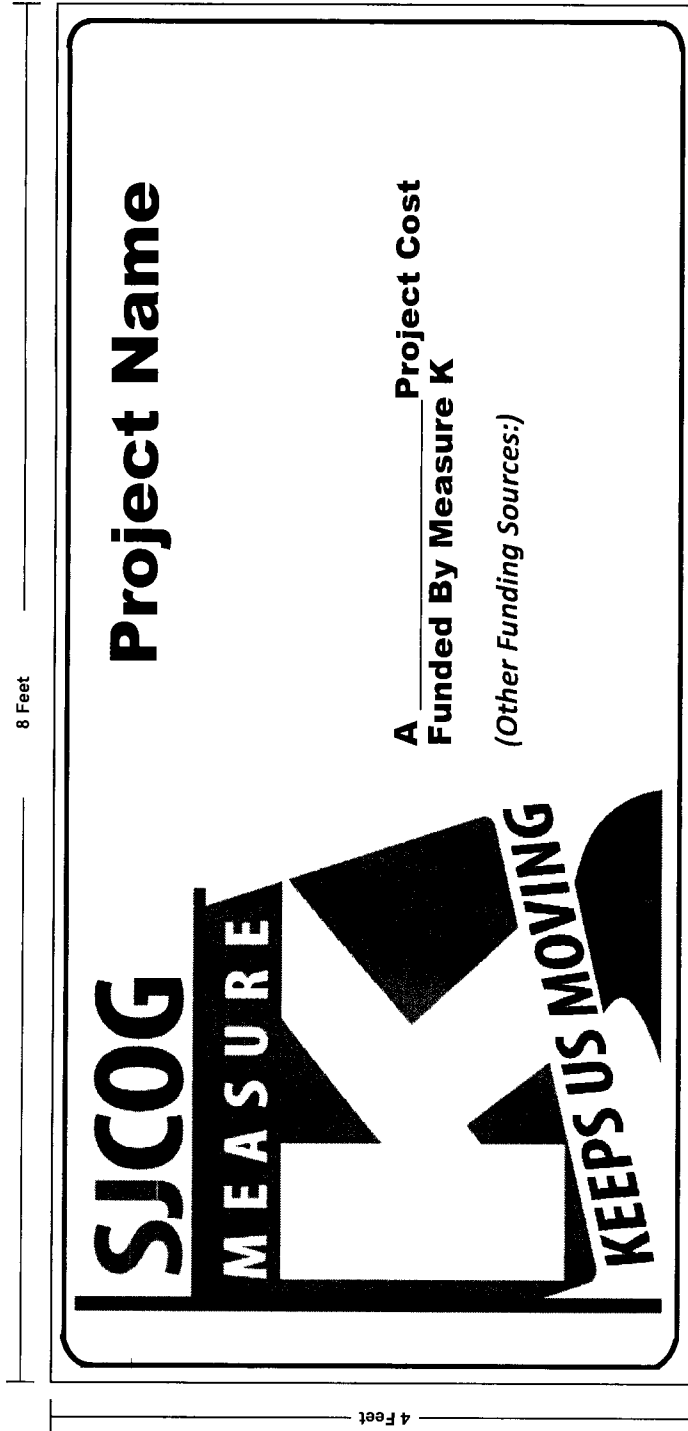
**8. Project Vicinity Map (see attached):**



CITY OF LATHROP  
CLASS II BIKEWAY  
TO ACE STATION

PROJECT  
LOCATION

# Exhibit B



**SJCOCG Logo**

Orange Pantone #1595  
Blue Pantone #2945  
White background

**Measure K Logo:**

36" x 34"  
Orange and blue lettering on white background

**Project Name**

8" Upper case black lettering  
White background  
Black outline

**Project Cost, Matching Funds, Partner(s):**

6" Upper case and 4" lower case black lettering  
White background  
Black outline  
All sign features to be reflectorized (engineer-grade Scotchlite)



**ITEM: INFORMATION SYSTEMS SERVER REPLACEMENTS  
AND SOFTWARE LICENSES**

**RECOMMENDATION: Adopt a Resolution Approving a Lease Purchase Agreement with Hewlett Packard Financial Services for End-of-Life Server Replacements and Software Licenses Provided by Solid Networks, Inc. for Disaster Recovery Site**

---

**SUMMARY:**

The City has been utilizing a disaster recovery site to minimize downtime for redundancy purposes in the event that City Hall is not available due to a security breach or natural disaster. A disaster recovery site is an essential business process for proper operations in today's information systems climate. These services are crucial for protecting the City's business continuity in the event of a security breach or natural disaster.

As part of keeping the information systems secured, it is necessary for the City to acquire the most up to date equipment and software. As vendors announced their end-of-life milestone for their equipment and software, it is imperative to replace them. Staff requested quotes from authorized vendors for the replacement of two servers due to its end-of-life status with the renewal of software licensing. The City received the following three (3) proposals:

	<b>Vendor</b>	<b>Quote</b>
1	Solid Networks	\$137,915.36
2	Southern Computer Warehouse	\$255,863.90
3	GHA Technologies, Inc.	\$271,722.75

Solid Networks presented the lowest cost proposal for \$137,915. This provides the necessary hardware and software licenses to replace the end-of-life servers located at the City's designated disaster recovery site. In order to purchase from Solid Network, Inc., the City would enter into a lease purchase agreement with Hewlett Packard Financial Services (Attachment "B"). The lease would allow the City to pay monthly installments at 0% interest rate, instead of paying the full cost upfront. The monthly lease payment would be \$3,831 for 36 months and at the end of the term, the City will purchase the equipment for \$1.

Tonight, staff is requesting Council adopt a resolution approving a lease purchase agreement with Hewlett Packard Financial Services for Solid Networks, Inc. to provide the necessary hardware and software licenses to replace the end of-life equipment and licensing at the City's disaster recovery site.

**BACKGROUND:**

The City has been utilizing a disaster recovery site to minimize the impact of a data loss, security breaches, or natural disasters. Disaster recovery sites are an essential

**CITY MANAGER'S REPORT**  
**JANUARY 10, 2022 REGULAR CITY COUNCIL MEETING**  
**LEASE PURCHASE AGREEMENT WITH HEWLETT PACKARD FINANCIAL SERVICES**

**PAGE 2**

business process for the proper operations of data in today's information systems climate.

These services are crucial for protecting the City's business continuity in the event of data loss, security breaches, or natural disasters. The current system has reached its end-of-life cycle and is no longer supported by the manufacturer.

Therefore, staff requested quotes from authorized vendors for the replacement of servers and software licensing. The City received three proposals. Solid Networks, Inc. was the lowest cost proposal for \$137,915. The proposal provides the necessary hardware and software licensing to replace the end-of-life servers and software licenses. In order to purchase from Solid Network, Inc., the City would enter into a lease purchase with Hewlett Packard Financial Services. The lease would allow the City to pay monthly installments at 0% interest rate instead of paying the full cost upfront. The monthly lease payment would be \$3,831 for 36 months.

**REASON FOR RECOMMENDATION:**

Staff is requesting Council adopt a resolution approving the lease purchase agreement with Hewlett Packard Financial Services for Solid Network, Inc. hardware and software licensing. The current hardware and software licensing has reached its end-of-life cycle for the disaster recovery site, this new hardware has a minimum life span of three years.

**FISCAL IMPACT:**

The lease term of the agreement is 36 months or \$3,831 per month, at 0% interest rate. The terms include a \$1 buyout at the end of the 36 month lease. Sufficient funding for the lease payments were anticipated and is included in the FY 2021-23 Biennial Budget. No additional budget amendment is needed.

**ATTACHMENTS:**


- A. Resolution Approving Lease Purchase Agreement with Hewlett Packard Financial Services for End-of-Life Server Replacements and Software Licenses Provided by Solid Networks, Inc. for the Disaster Recovery Site
- B. Hewlett Packard Financial Services Financial Services Proposal

**CITY MANAGER'S REPORT  
JANUARY 10, 2022 REGULAR CITY COUNCIL MEETING  
LEASE PURCHASE AGREEMENT WITH HEWLETT PACKARD FINANCIAL  
SERVICES**


**APPROVALS:**

  
\_\_\_\_\_  
Tony Fernandes  
Chief Information Officer

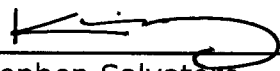
1-4-2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Carl James  
Finance Director

1/5/2022  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

1-5-2022  
\_\_\_\_\_  
Date

 FOR  
\_\_\_\_\_  
Stephen Salvatore  
City Manager

1-6-2022  
\_\_\_\_\_  
Date

**RESOLUTION NO. 22-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP  
APPROVING A LEASE PURCHASE AGREEMENT WITH HEWLETT PACKARD  
FINANCIAL SERVICES FOR END-OF-LIFE SERVER REPLACEMENTS AND  
SOFTWARE LICENSES PROVIDED BY SOLID NETWORKS, INC. FOR THE  
DISASTER RECOVERY SITE**

**WHEREAS**, the City has been a utilizing disaster recovery site to minimize downtime for redundancy purposes in the event that City Hall is not available due to security breaches or natural disasters; and

**WHEREAS**, disaster recovery sites are an essential business process for the proper operations in today's information systems climate; and

**WHEREAS**, these services are crucial for protecting the City's business continuity in the event of a security breaches or natural disasters; and

**WHEREAS**, as part of keeping the information systems secured, it is necessary for the City to acquire the most up to date equipment and software; and

**WHEREAS**, the lowest cost proposal was provided by Solid Networks, Inc for a sum of \$137,915 for all the necessary hardware and software licenses to replace the end-of-life servers located at the City's disaster recovery site; and

**WHEREAS**, in order to purchase from Solid Network, Inc., the City would enter into a lease purchase agreement with Hewlett Packard Financial Services to allow the City to pay monthly installments at 0% interest rate, instead of paying the full cost upfront.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Lathrop does hereby authorized the City Manager to execute all necessary documents and lease purchase agreement with Hewlett Packard Financial Services for end-of-life server replacements and software licenses provided by Solid Networks, Inc. for the City's designated disaster recovery site at a cost of \$3,831 per month for 36 months at 0% interest rate.



The foregoing resolution was passed and adopted this 10<sup>th</sup> day of January, 2022, 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



HP Integrated Financial Services

## Financial Services Proposal

Prepared for: City of Lathrop, CA.

Submitted: January 4, 2022

**Create financial vitality. Any tech. Anytime. Anywhere.**

Do more with your budget. Accelerate your migration. With technology changing every day, leasing provides you with the flexibility you need to meet your ongoing business needs, as well as being a cost effective way to use operating capital and preserve bank credit lines. The following payment alternatives are available from HP Financial Services.

### Tax Exempt Installment Sale (\$1 Buyout)

In a Tax-exempt Installment Sale structure, payments consist of both principal and interest, with the interest being excludable from the Lessor's gross income for Federal income tax purposes. During the term of the Lease the Concluding Payment – primarily consisting of unpaid principal would decline as each Lease Payment was made and applied. Under this structure Title typically passes to the Lessee at the Lease Acceptance and the Lessor would file a security interest in the equipment. Once the original base Lease Payments are made the Lessee owns the equipment free and clear.

**Licenses**

Product cost	\$ 52,894.80 (excludes sales tax)
Purchase Option	TEIS
Lease Term	36 months
Payments:	\$ 1,469.30 – monthly arrears payments
Rate:	0%

**With approved credit. Pricing is valid only if product is delivered and accepted by March 25, 2022. TEIS pricing is only valid for 100% public accounts only.**

We appreciate the opportunity to provide you with this proposal. Please call me if you have any questions, or if I can be of further help.

Sincerely,

**Ezra Shepard**  
HPE Financial Services  
Public Sector Sales  
Desk: 970-898-4052  
Cell: 505-235-4772  
Fax: 866-251-2418  
[ezra.shepard@hpe.com](mailto:ezra.shepard@hpe.com)

ATTACHMENT " B "

**Confidentiality:** This letter is delivered to you with the understanding that neither this letter nor its substance shall be disclosed by Lessee to any third party.

**Basis of Proposal:** This letter is a proposal for discussion purposes only and does not represent either an offer or a commitment of any kind on the part of HPEFS. It does not purport to be inclusive of all terms and conditions that will apply to a leasing transaction between us. Neither party to the proposed transaction shall be under any legal obligation whatsoever until, among other things, HPEFS has obtained all required internal approvals (including credit approvals) and both parties have agreed upon all essential terms of the proposed transaction and executed mutually acceptable definitive written documentation. This proposal can be modified or withdrawn by HPEFS at any time.

Either party may terminate discussions and negotiations regarding a possible transaction at any time, without cause and without any liability whatsoever.



HP Integrated Financial Services

## Financial Services Proposal

Prepared for: City of Lathrop, CA.

Submitted: January 4, 2022

### **Create financial vitality. Any tech. Anytime. Anywhere.**

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#### **Hardware**

Product cost	\$ 85,020.56 (excludes sales tax)
Purchase Option	TEIS
Lease Term	36 months
Payments:	\$ 2,361.68 – monthly arrear payments
Rate:	0%

\*Sales tax due in full upfront with payment-1\*

**With approved credit. Pricing is valid only if product is delivered and accepted by March 31, 2022. TEIS pricing is only valid for 100% public accounts only.**

We appreciate the opportunity to provide you with this proposal. Please call me if you have any questions, or if I can be of further help.

Sincerely,

**Ezra Shepard**  
HPE Financial Services  
Public Sector Sales  
Desk: 970-898-4052  
Cell: 505-235-4772  
Fax: 866-251-2418  
[ezra.shepard@hpe.com](mailto:ezra.shepard@hpe.com)

**Confidentiality:** This letter is delivered to you with the understanding that neither this letter nor its substance shall be disclosed by Lessee to any third party.

**Basis of Proposal:** This letter is a proposal for discussion purposes only and does not represent either an offer or a commitment of any kind on the part of HPEFS. It does not purport to be inclusive of all terms and conditions that will apply to a leasing transaction between us. Neither party to the proposed transaction shall be under any legal obligation whatsoever until, among other things, HPEFS has obtained all required internal approvals (including credit approvals) and both parties have agreed upon all essential terms of the proposed transaction and executed mutually acceptable definitive written documentation. This proposal can be modified or withdrawn by HPEFS at any time.

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## ITEM 4.7

### CITY MANAGER'S REPORT JANUARY 10, 2022 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 54,200 GPD Reserve Wastewater Treatment Capacity in the Consolidated Treatment Facility from City of Lathrop to Saybrook CLSP, LLC for Phase 1D1 Final Maps and a Related Budget Amendment**

---

#### **SUMMARY:**

Saybrook CLSP, LLC ("Saybrook") owns parcels (as Lathrop Land Acquisition, LLC) within the Central Lathrop Specific Plan area. Saybrook has used all their Initial and Reserve wastewater treatment capacity in the Consolidated Treatment Facility ("CTF") with their recent final maps and has requested to purchase Reserve Capacity for their Phase 1D1 final maps. The City has remaining Reserve Capacity, and this capacity must be first offered to developers who funded the CTF expansion and have used their Reserve Capacity.

Staff recommends Council approve the requested sale and transfer of 54,200 gallons per day (GPD) 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 the Initial Capacity being immediately available and the Reserve Capacity being subject to demonstration of need. Capacity assigned is shown in Table 1 below:

**CITY MANAGER’S REPORT** **PAGE 2**  
**JANUARY 10, 2022 CITY COUNCIL REGULAR MEETING**  
**APPROVAL OF RESERVE WASTEWATER TREATMENT CAPACITY TRANSFER**  
**FROM CITY OF LATHROP TO SAYBROOK CLSP, LLC AND A RELATED BUDGET**  
**AMENDMENT**

Table 1 – CTF Capacity Assignments

<b>Developer</b>	<b>Initial Capacity</b>	<b>Reserve Capacity</b>	<b>% Of Expansion</b>
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 Mossdale Investors	17,160	6,240	1.56%
<b>Total</b>	<b>1,100,000</b>	<b>400,000</b>	<b>100.00 %</b>

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 4105, Phase 1D1, at the March 2022 Council meeting. The final map for Tract 4105, plus the prior Saybrook final maps for Phase 1A, 1B, and 1C (Tracts 3808, 3809, 3810, 3811, 3812, 4017, 4018, and 4062), 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. Reserve Capacity they purchased from the City on September 13, 2021. It will still require additional sewer capacity in the amount of 54,200 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 Developer, Saybrook made a Reserve Capacity Requests to the City for 54,200 gpd (271 lots at 200 gpd/home) (Attachment B).

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 54,200 gpd is \$1,787,516. 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 54,200 gpd of Reserve Capacity to approve Phase 1D1 Tract 4105 in the very near future.



**CITY MANAGER’S REPORT** **PAGE 3**  
**JANUARY 10, 2022 CITY COUNCIL REGULAR MEETING**  
**APPROVAL OF RESERVE WASTEWATER TREATMENT CAPACITY TRANSFER**  
**FROM CITY OF LATHROP TO SAYBROOK CLSP, LLC AND A RELATED BUDGET**  
**AMENDMENT**

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 54,200 gpd of Reserve Wastewater Treatment Capacity. Saybrook has also provided the City with the 10% down payment (\$178,751.60) required. The reallocation form to transfer this capacity to Saybrook is included as Exhibit A to Attachment C.

The City has limited sewer capacity. For that reason, the City recently began design of the next expansion of the CTF. Construction of the expansion will provide added treatment capacity when needed for continued development of the City.

**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 \$1,787,516 for the purchase of 54,200 gpd of Reserve Phase 2 CTF sewer treatment capacity and therefore a budget amendment is required as follows:

Increase Revenue  
6030-5030-318-0470 \$1,787,516

**ATTACHMENTS:**


- A. Resolution Approving the Sale and Transfer Agreement of 54,200 GPD Reserve Wastewater Treatment Capacity in the Consolidated Treatment Facility from City of Lathrop to Saybrook CLSP, LLC for Phase 1D1 Final Maps and a Related Budget Amendment
- B. Request Letter dated, December 14, 2021 for Stanford Crossing Phase 1D1
- C. Reserve Wastewater Treatment Capacity Transfer Agreement (Transfer Agreement) from City to Saybrook

**CITY MANAGER'S REPORT**  
**JANUARY 10, 2022 CITY COUNCIL REGULAR MEETING**  
**APPROVAL OF RESERVE WASTEWATER TREATMENT CAPACITY TRANSFER**  
**FROM CITY OF LATHROP TO SAYBROOK CLSP, LLC AND A RELATED BUDGET**  
**AMENDMENT**

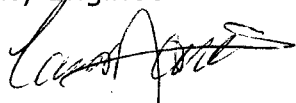
**APPROVALS**

  
\_\_\_\_\_  
Michael King  
Director of Public Works

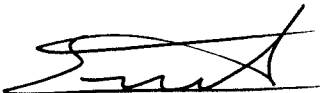
12/20/2021  
Date

  
\_\_\_\_\_  
Glenn Gebhardt  
City Engineer

12/15/21  
Date

  
\_\_\_\_\_  
Cari James  
Finance Director

12/21/2021  
Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

12-16-2021  
Date

  
\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

1.4.22  
Date

**RESOLUTION NO. 22-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE SALE AND TRANSFER AGREEMENT OF 54,200 GPD RESERVE WASTEWATER TREATMENT CAPACITY IN THE CONSOLIDATED TREATMENT FACILITY FROM CITY OF LATHROP TO SAYBROOK CLSP, LLC FOR PHASE 1D1 FINAL MAPS 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") requested and received 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**, final maps for Phase 1C required use of the balance of 29,638 gpd of Reserve Capacity purchased from Crow Industrial Limited, LLC and Reserve Capacity of 8,562 gpd, purchased from the City of Lathrop on September 13, 2021; 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 54,200 gpd (271 lots at 200 gpd/home) of Reserve Capacity (not including storage or disposal costs) for Phase 1D1 Tract 4105; and

**WHEREAS**, staff is recommending the City offer to sell 54,200 gpd of 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 54,200 gpd is \$1,787,516; and

**WHEREAS**, Saybrook will pay to the City \$1,787,516 for the purchase of 54,200 gpd of Reserve Phase 2 CTF sewer treatment capacity and therefore a budget amendment is required as follows;

Increase Revenue

6030-5030-318-0470 \$1,787,516

**WHEREAS**, Saybrook demonstrated they would use the 54,200 gpd of Reserve Capacity to approve Phase 1D1 Final Map 4105 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 1D1 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 54,200 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 the proposed agreement, with Saybrook to purchase 54,200 gpd of Reserve Capacity of Wastewater Treatment from the City; and

**AND BE IT FURTHER RESOLVED**, that the City Council of the City of Lathrop does hereby authorize a budget amendment as follows:

Increase Revenue

6030-5030-318-0470 \$1,787,516

The foregoing resolution was passed and adopted this 10<sup>th</sup> day of January 2022, 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

December 14, 2021

**ATTACHMENT B**

City of Lathrop

Sent via email: ggebhardt@ci.lathrop.ca.us

mking@ci.lathrop.ca.us

RE: Request for Stanford Crossing Phase 1D1 Sewage Capacity (54,200 gpd)

Dear Mr. Gebhardt and Mr. King,

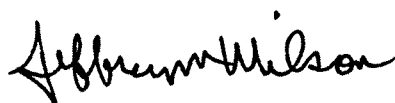
Pursuant to Schedule 3 of the Funding Agreement, Saybrook CLSP, LLC ("Saybrook") is expressing its request to purchase 54,200 gallons per day of Reserve Wastewater Treatment Capacity in the Phase 2 Combined Treatment Facility expansion from the City of Lathrop for Saybrook's Phase 1D1 Tract 4105 of 271 lots at 200 gpd/lot. The additional capacity will be purchased at \$32.98 per gallon for a total of \$1,787,516. The additional sewage capacity does not include disposal capacity. A down payment of 10% (\$178,751.60) is include 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 1D1 Final Map 4105 approval for the 271 lots in February, 2022, and Saybrook's has already used our Initial and Reserve Capacity from the Combined Treatment Facility expansion, plus Reserve Capacity purchased from South Lathrop Land, LLC and 8,562 gpd of Reserve Capacity purchased from the City of Lathrop.

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,



---

Jeffrey M. Wilson

**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: 192-040-21, 23, 24 and 25

**RESERVE WASTEWATER TREATMENT CAPACITY  
TRANSFER AGREEMENT**

THIS RESERVE WASTEWATER TREATMENT CAPACITY TRANSFER AGREEMENT (the "Agreement"), is made this 10th day of January, 2022 ("**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 192-040-21, 23, 24 and 25 for phase 1D1, 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 1A Tracts 3808, 3809, 3810, 3811 and 3812, Phase 1B Tracts 4017 and 4018 and Phase 1C Tract 4062 required the use of all of Saybrook's Initial Capacity of 100,000 gpd and Reserve Capacity of 36,364 gpd, and 41,255 gpd which Saybrook purchased from SLL plus 8,562 gpd of unperfected Reserve Capacity purchased from the City of Lathrop; 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 54,200 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 54,200 gpd is agreed by Saybrook to equal \$1,787,516; 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, 54,200 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 January of 2022 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 January 10, 2022 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 (\$178,751.60) 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 54,200 gpd of the Reserve Wastewater Treatment Capacity previously allocated to City in the CTF 2 Agreement. This will leave City with 15,783 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 \$1,787,516, 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 (staff is requesting that Saybrook be given two years to obtain a final map approval from the City, due to Covid-19 delays). 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.

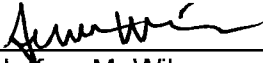
**OWNER:**

Saybrook CLSP, LLC

a Delaware limited liability company

By: Saybrook Fund Investors, LLC

Its: Managing Member

By:   
\_\_\_\_\_  
Jeffrey M. Wilson  
Officer

**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 Los Angeles }

On DECEMBER 15, 2021 before me, RACHEL M. WRIGHT  
Date Here Insert Name and Title of the Officer  
personally appeared JEFFREY M. WILSON  
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 M. Wright  
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 of Conservator  Trustee  Guardian of Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_

**CITY:**

**CITY OF LATHROP**, a  
Municipal Corporation of the  
State of California

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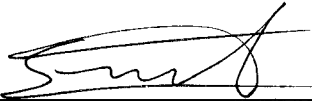
By: Stephen J. Salvatore  
Its: City Manager

**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**



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**CITY MANAGER’S REPORT** **PAGE 2**  
**JANUARY 10, 2022 CITY COUNCIL REGULAR MEETING**  
**APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT**  
**FOR 43 LOTS IN TRACT 4090 VILLAGE “HH2” 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 4090 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 4090, 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 “HH” was annexed to the four different Community Facilities Districts (CFDs) for maintenance purposes with the approval of the Tract 4089 Final Map in 2021. The CFDs are CFD 2013-1 City of Lathrop Annexation No. 24, CFD 2013-1 Island Reclamation District (RD) 2062, CFD 2013-1 River Islands Public Financing Authority (RIPFA), and CFD 2020-1 RIPFA.

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 as listed below:

<b>Documents</b>	<b>Status</b>
1. Final Map ready for signature	Completed
2. Subdivision Improvement Agreement	Completed
3. Performance Security – Uncompleted Landscaping and Miscellaneous Improvements provided with Tract 4089	Completed
4. Labor and Materials Security – Uncompleted Landscaping and Miscellaneous Improvements provided with Tract 4089	Completed
5. Street Improvement, Landscape, Light & Joint Trench	Completed
6. Geotechnical Report	Completed
7. Agreement for Backbone Improvements and Parks (Agreement for Dedication, Inspection and Guarantee of Streets and Public Improvements)	Completed

**CITY MANAGER’S REPORT** **PAGE 3**  
**JANUARY 10, 2022 CITY COUNCIL REGULAR MEETING**  
**APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT**  
**FOR 43 LOTS IN TRACT 4090 VILLAGE “HH2” WITHIN OLD RIVER DISTRICT**  
**OF RIVER ISLANDS**

8.	Approval of 3 <sup>rd</sup> 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)	Annexed with Tract 4089 on 9/13/2021
<b>Fees</b>		<b>Status</b>
1.	Final Map plan check fee	Paid
2.	Improvement Plans - Plan check and inspection fees	Paid
3.	Sierra Club Settlement fee	To be paid in escrow

**FISCAL IMPACT:**

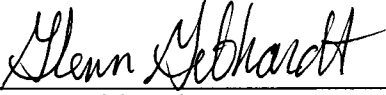
There is no budget impact to the City as all costs are covered by development fees and any shortfalls in the City’s maintenance and operating costs are covered by the CFDs.

**ATTACHMENTS:**

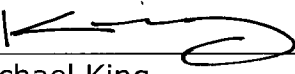
- A. Resolution Approving Final Map for Tract 4090 Village “HH2” within the Old River District, Totaling 43 Single Family Lots and a Subdivision Improvement Agreement with River Islands Stage 2B, LLC
- B. Vicinity Map - Village “HH2”
- C. Subdivision Improvement Agreement between the City of Lathrop and River Islands Stage 2B, LLC, a Delaware limited liability company, for Tract 4090, Village “HH2”
- D. Escrow Instructions for Final Map Tract 4090 Village “HH2”
- E. Final Map – Tract 4090 Village “HH2”

**CITY MANAGER'S REPORT** **PAGE 4**  
**JANUARY 10, 2022 CITY COUNCIL REGULAR MEETING**  
**APPROVAL OF FINAL MAP, AND SUBDIVISION IMPROVEMENT AGREEMENT**  
**FOR 43 LOTS IN TRACT 4090 VILLAGE "HH2" WITHIN OLD RIVER DISTRICT**  
**OF RIVER ISLANDS**

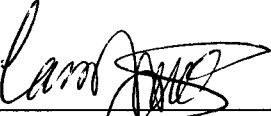
**APPROVALS**

  
\_\_\_\_\_  
Glenn Gebhardt  
City Engineer

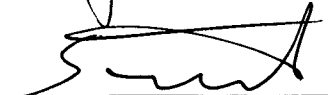
12/14/21  
Date

  
\_\_\_\_\_  
Michael King  
Public Works Director

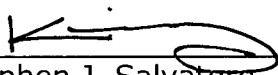
12/20/2021  
Date

  
\_\_\_\_\_  
Cari James  
Finance Director

12/21/2021  
Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

12-16-2021  
Date

  
\_\_\_\_\_  
FOR  
Stephen J. Salvatore  
City Manager

1-6-2022  
Date

**RESOLUTION NO. 22-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING FINAL MAP FOR TRACT 4090 VILLAGE "HH2" WITHIN THE OLD RIVER DISTRICT, TOTALING 43 SINGLE FAMILY LOTS 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 4090 is within the geographic boundaries of Vesting Tentative Map (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 guarantees for Tract 4090 were provided with the approved SIA for Tract 4089 executed with River Islands Stage 2B, LLC and therefore additional guarantee is not required to be provided with the SIA for Tract 4090. Tracts 4089 and 4090 are collectively known as Village "HH"; and

**WHEREAS**, performance and labor & material securities were provided with the SIA for Tract 4089 that guarantee the unfinished improvements for Village "HH", including both Tract 4089 and 4090, in the amount as follows; 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**, Village "HH" was annexed to the four different Community Facilities Districts (CFDs) for maintenance purposes with the approval of the Tract 4089 Final Map in 2021; and

**WHEREAS**, River Islands Stage 2B must satisfy the Escrow Instructions, 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 4090 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 January 10, 2022 staff report, the file executed copy will be filed with the City Clerk.

**PASSED AND ADOPTED** by the City Council of the City of Lathrop this 10<sup>th</sup> day of January 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

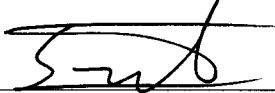
ABSENT:

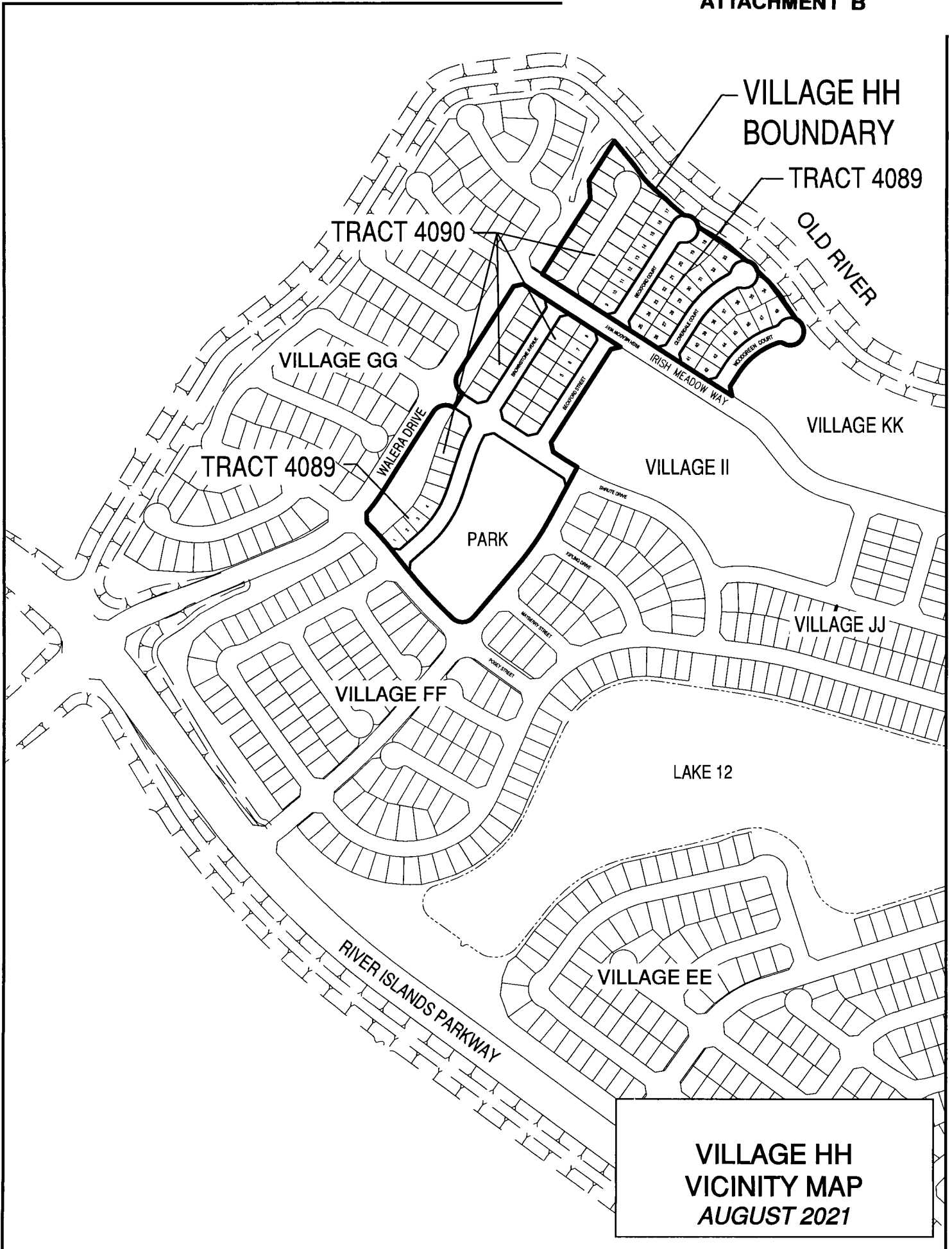
\_\_\_\_\_  
Sonny Dhaliwal, Mayor

**ATTEST:**

\_\_\_\_\_  
Teresa Vargas, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Salvador Navarrete, City Attorney





**SUBDIVISION IMPROVEMENT AGREEMENT**  
**BY AND BETWEEN THE CITY OF LATHROP AND**  
**RIVER ISLANDS STAGE 2B, LLC, A DELAWARE LIMITED LIABILITY COMPANY**  
**FOR TRACT 4090 VILLAGE “HH2” 43 RESIDENTIAL LOTS**

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**RECITALS**

A. This Agreement is made and entered into this **10<sup>th</sup> day of January 2022**, 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 4090. However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with Tract 4090 (Village “HH2”) located within the Lakeside East 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 4089 that guarantee the unfinished improvements for Village “HH”, which includes Tract 4090, in the amount shown in Section 8, and therefore no additional security is needed for Tract 4090.

C. SUBDIVIDER has completed a portion of the joint trench improvements for Tract 4090 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 4090 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 4090 are required security as outlined in this Agreement is required.

---

**NOW THEREFORE** in consideration of CITY’S pending approval and acceptance of the Improvements upon their satisfactory completion, and in consideration of SUBDIVIDER’S construction of Improvements in strict accordance with the terms of this Agreement, all applicable laws, statutes, ordinances, rules and regulations currently in force and effect in CITY, the terms and conditions of which are incorporated herein by this reference, the parties hereto mutually covenant and agree as follows:

1. SUBDIVIDER shall complete construction of, or cause construction to be completed at its sole cost and expense, the Improvements for all of the lots within the Lakeside East neighborhood, to the limits identified 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 4090 that is conveyed to a private interest not associated with the transfer of title of Tract 4090 associated with the filing of Tract 4090 (homebuilder), prior to the completion and occupancy of the last production dwelling unit associated with Tract 4090, or January 10, 2023, 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 Tract 4090 as included and described in Exhibit “D” of this Agreement. Performance and Labor & Material securities have been provided with the SIA for Tract 4089 that guarantee the unfinished improvements for Village “HH”, which includes Tract 4090, in the amount shown in Table 1 below and therefore no additional security is needed for Tract 4090. 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 (Bond No. 0757341):	\$1,312,588
Labor & Materials Bond (Bond No. 0757341)	\$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 4090.

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.
- 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 4090**

**EXHIBIT B TRACT 4090 AND VILLAGE "HH2" 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 **10th day of January 2022**, at Lathrop, California.

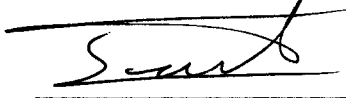
ATTEST: TERESA VARGAS  
City Clerk of and for the City  
of Lathrop, State of California

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:  \_\_\_\_\_ 12-16-2021  
Salvador Navarrete              Date  
City Attorney

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)  
Tract 4090 Village "HH2"  
Page | 8

**SUBDIVIDER**

River Islands Stage 2B, LLC,  
a Delaware limited liability company

BY: \_\_\_\_\_  
Susan Dell'Osso  
President



**EXHIBIT "A"**

**FINAL MAP - TRACT 4090**



**CITY SURVEYOR'S STATEMENT**

I, DARRYL A. ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4090, RIVER ISLANDS-STAGE 2B, VILLAGE HH2", 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 REQUEST OF RIVER ISLANDS DEVELOPMENT, LLC. ON SEPTEMBER 11, 2018. I HEREBY STATE ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2023, AND THAT THE MONUMENTS ARE, OR THAT THEY WILL BE, SUFFICIENT TO ENABLE THIS SURVEY TO BE REPEATED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED AMENDED TESTING TENTATIVE MAP.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021

DYLAN GRANFORD, PLS NO 7788



**TRACT 4090  
RIVER ISLANDS - STAGE 2B  
VILLAGE HH2**

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCELS 142, 143 MAP 198, CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA, DECEMBER 2021.



**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 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)
- (R3) TRACT 4062, 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)
- (R4) TRACT 4088, RIVER ISLANDS-STAGE 2B, VILLAGE HH1, FILED OCTOBER 29, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 198, S.J.C.R. (43 MAP 198)
- (R5) TRACT 4091, RIVER ISLANDS-STAGE 2B, VILLAGE GG1, FILED OCTOBER 29, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 197, S.J.C.R. (43 MAP 197)

**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 2018-060093, 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 ACCESS AND EGRESS.

THE CITY OF LATHROP SHALL RECONVEY THE PROPERTY TO THE SUBDIVIDER IF THE CITY MAKES A DETERMINATION THAT PURSUANT TO GOVERNMENT CODE SECTION 66477.5 THE SAME PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST.

**RECALLS**

- 1. PER CITY OF LATHROP ORDINANCE, TITLE 15, CHAPTER 15.04.01, 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 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 SPRAYERS AND FROM OTHER AGRICULTURAL ACTIVITIES, INCLUDING WITHOUT LIMITATIONS: CULTIVATION, PLANTING, AND ANIMALS FROM DEGRADATION, AND OTHER ACTIVITIES WHICH MAY GENERATE DUST, SMOKE, NOISE, ODOR, RODENTS AND PESTS BE AWARE ALSO, THAT THIS PROPERTY MAY BE LOCATED ADJACENT TO AGRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION. CONSEQUENTLY, DEPENDING ON THE LOCATION OF YOUR PROPERTY, 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 STUDY REPORT ENTITLED "GEOLOGICAL EXPLORATION, RIVER ISLANDS PHASE 1, LATHROP, CALIFORNIA" WAS PREPARED BY ENCO, INCORPORATED, UNDER CONTRACT NO. 0571, AND IS ON FILE WITH THE CITY OF LATHROP.
- 3. TRACT 4090, RIVER ISLANDS-STAGE 2B, VILLAGE HH2, CONTAINS 43 RESIDENTIAL LOTS CONTAINING 5.931 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 4090 AREA SUMMARY	
LOTS 1 THROUGH 43	4.455 AC±
STREET DEDICATIONS	746 AC±
PARCELS A AND B	192 AC±
TOTAL	5.393 AC±

- 4. BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 1214022363-LR, (VERSION 1) DATED OCTOBER 26, 2021, PROVIDED BY OLD REPUBLIC TITLE COMPANY.
- 5. SUBJECT TO A QUILTAM DEED RECORDED OCTOBER 8, 2020 AS OCCURRENCE NUMBER 2020-114309, SAN JOAQUIN COUNTY RECORDS FOR PORTIONS OF COHEN ROAD AND PARADISE ROAD.

**LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEET 3 ONLY**

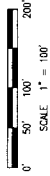
LINE	DIRECTION	LENGTH
L1	N22°47'05"E	56.67'
L2	N18°10'11"E	150.00'
L3	N20°24'04"E	59.34'
L4	N29°16'04"E	80.22'
L5	N57°24'06"W	57.33'
L6	N13°20'47"W	34.77'
L7	N18°10'11"E	152.92'
L8	N62°11'41"W	81.00'
L9	N77°35'54"E	35.36'
L10	N57°24'06"W	94.00'
L11	N12°24'06"W	35.36'
L12	N77°35'54"E	35.36'
L13	N57°24'06"W	64.00'
L14	N12°24'06"W	35.36'
L15	N77°35'54"E	35.36'
L16	N57°24'06"W	55.00'
L17	N57°24'06"W	80.00'
L18	N32°35'54"E	200.00'
L19	N77°35'54"E	35.36'
L20	N57°24'06"W	110.00'

LINE	DIRECTION	LENGTH
L21	N42°51'17"W	67.66'
L22	N35°58'04"W	16.16'
L23	N39°16'57"W	32.20'
L24	N38°48'52"W	26.72'
L25	N38°32'00"W	29.55'
L26	N35°25'46"W	48.83'
L27	N40°18'00"W	18.88'
L28	N43°04'41"W	18.46'
L29	N47°12'28"W	28.74'
L30	N49°32'18"W	50.84'
L31	N44°47'56"W	17.55'
L32	N17°42'53"W	14.97'
L33	N53°04'10"W	80.23'
L34	N18°10'11"E	152.92'
L35	N32°35'54"E	40.00'

CURVE	RADIUS	DELTA	LENGTH
C1	430.00'	123°22'	94.11'
C2	370.00'	93°08'	82.72'
C3	55.00'	91°00'00"	86.39'
C4	730.00'	107°28'	14.32'
C5	270.00'	50°53'37"	24.00'
C6	7613.88'	071°50'	48.35'
C7	50.00'	147°50'	12.58'
C8	400.00'	30°34'03"	213.40'
C9	400.00'	147°54'37"	100.73'

# TRACT 4090 RIVER ISLANDS - STAGE 2B VILLAGE HH2

A PORTION OF RANCHO EL PESCADERO, BEING  
A SUBDIVISION OF PARCELS 1, 2, 3 & 4 OF TRACT 4089 (43 MAP 198)  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
DECEMBER 2021



## LEGEND

- ⊙ MONUMENT TO BE SET
- ⊙ FOUND MONUMENT PER (R1)
- ⊙ FOUND MONUMENT PER (R4)
- ⊙ FOUND MONUMENT PER (R5)
- FOUND 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788" PER (R1) AND (R4), 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) MEASURED AND RECORD DATA PER REFERENCE (R1)
- (M-B) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2
- (M-M) MONUMENT TO BOUNDARY
- (R) MONUMENT TO MONUMENT
- (T) RADIAL BEARING
- (B) TOTAL
- (B) BOUNDARY
- ON DOCUMENT NUMBER
- P.U.E. PUBLIC UTILITY EASEMENT
- W.E. WALL EASEMENT
- W.C. WITNESS CORNER
- U/C/R1 LINE, CURVE, RADIAL LINE
- ① EASEMENT REFERENCE NUMBER

## NOTES

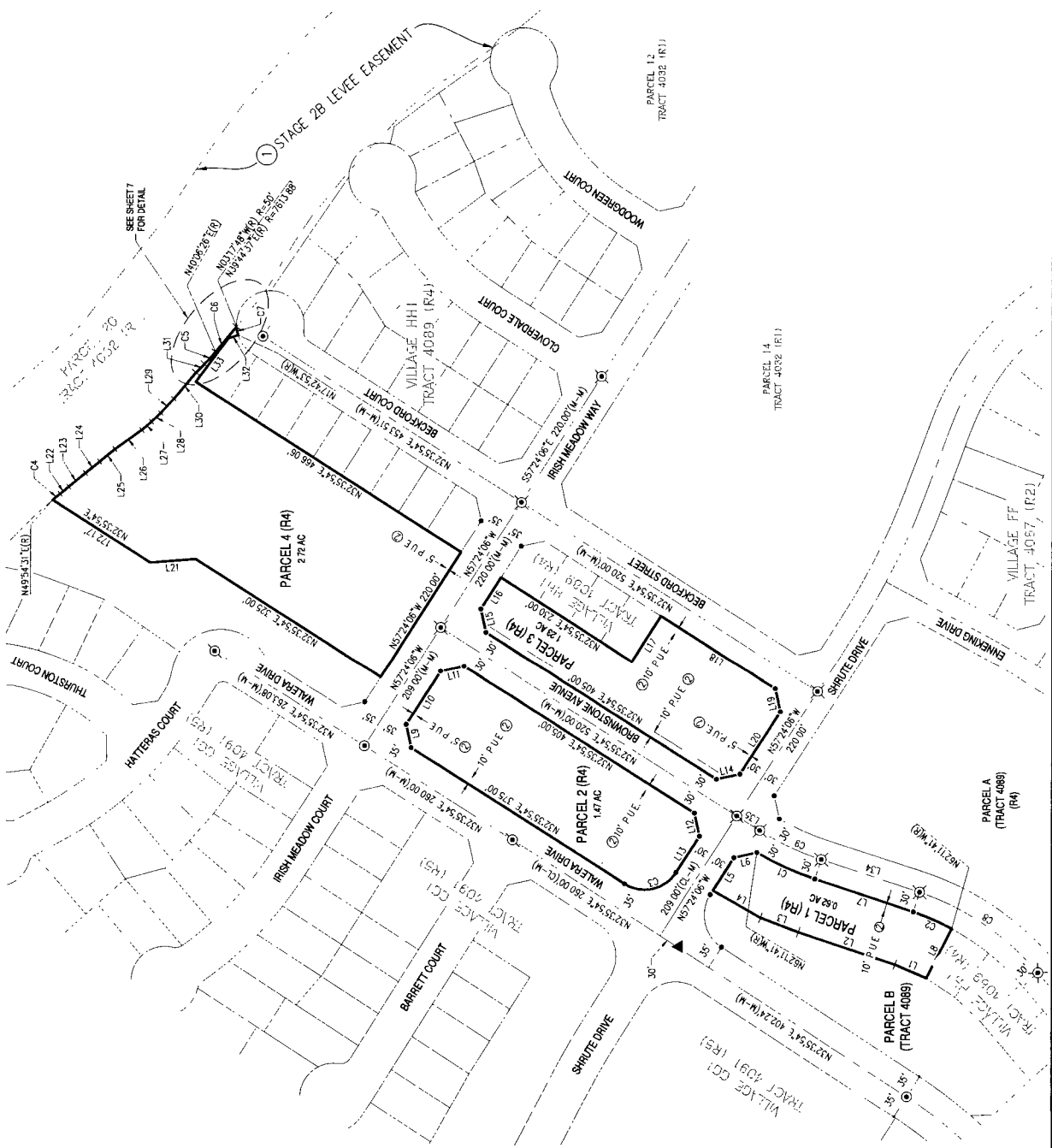
- 1 SEE SHEET 2 FOR REFERENCES
- 2 SEE SHEET 2 FOR LINE AND CURVE TABLES

## BASIS OF BEARINGS

THE BEARING OF NORTH 57°24'08" WEST BETWEEN FOUND MONUMENTS ALONG IRISH 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 2082 PER DA 2018-060905, S.J.C.C.
- 2 PUBLIC UTILITY EASEMENT PER TRACT 4089, FILED OCTOBER 29, 2021 IN BOOK 43 OF MAPS AND PLATS, PAGE 198, S.J.C.C.



# TRACT 4090 RIVER ISLANDS - STAGE 2B VILLAGE HH2

A PORTION OF RANCHO EL PESQUERO, BEING  
AS SHOWN ON MAP 143 MAP 198)  
A SUBDIVISION OF PARCELS - SAN JOAQUIN COUNTY, CALIFORNIA  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
DECEMBER 2021



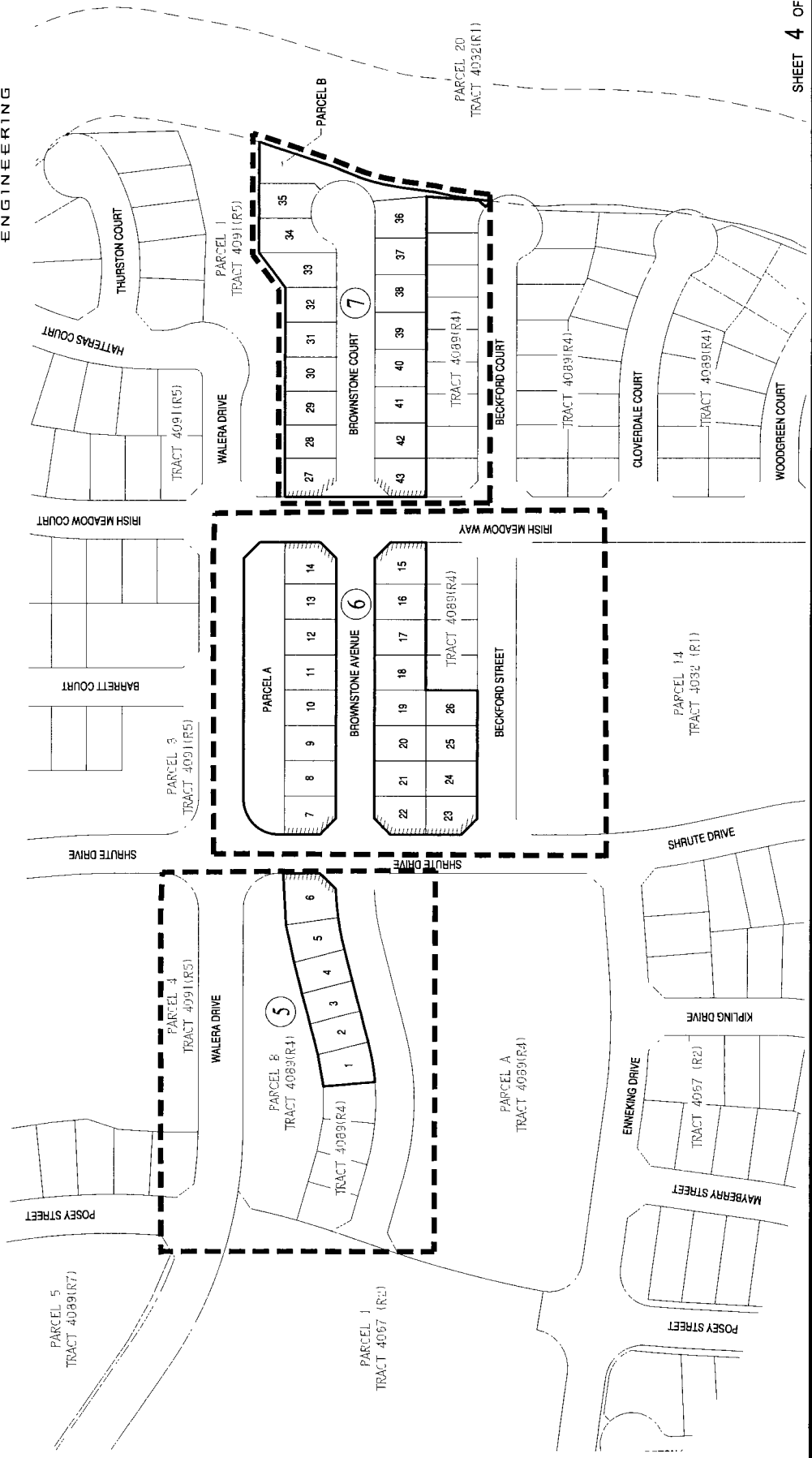
## LEGEND

- BOUNDARY
- LOT LINE
- EXISTING ROADWAY EASEMENT
- SHEET NUMBER
- SHEET LIMIT LINE
- RESTRICTED ACCESS

7



0 50' 100' 200'  
SCALE: 1" = 100'

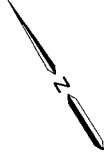
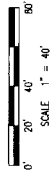


# TRACT 4090

## RIVER ISLANDS - STAGE 2B

### VILLAGE HH2

A PORTION OF RANCHO EL PESCADERO, BEING  
A SUBDIVISION OF PARCELS 1, 2, 3 & 4 OF TRACT 4089 (43 MAP 198)  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
DECEMBER 2021

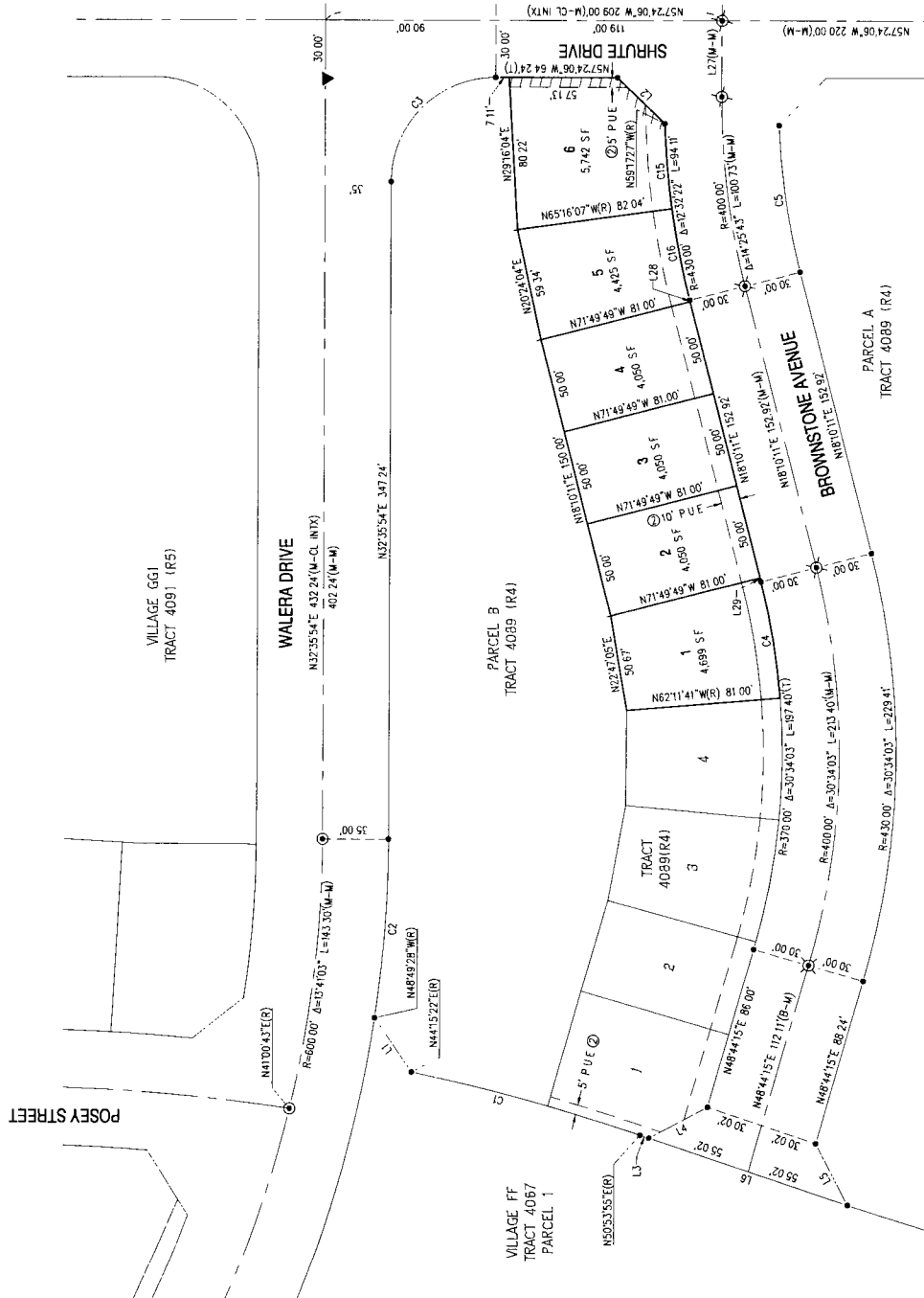


#### MONUMENTATION NOTES

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ FOUND MONUMENT PER TRACT 4032 (R1)
- ⊙ FOUND MONUMENT PER TRACT 4068 (R4)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1) AND (R4)
- ▲ 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 8 FOR LINE AND CURVE TABLES
4. SEE SHEET 3 FOR EASEMENTS

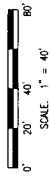


SEE SHEET 6

BECKFORD STREET

**TRACT 4090**  
**RIVER ISLANDS - STAGE 2B**  
**VILLAGE HH2**

A PORTION OF PARCELS 1, 2, 3 & 4 OF TRACT 4089 (41 MAP 198)  
 A SUBDIVISION OF PARCELS 1, 2, 3 & 4 OF TRACT 4089 (41 MAP 198)  
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
 DECEMBER 2021

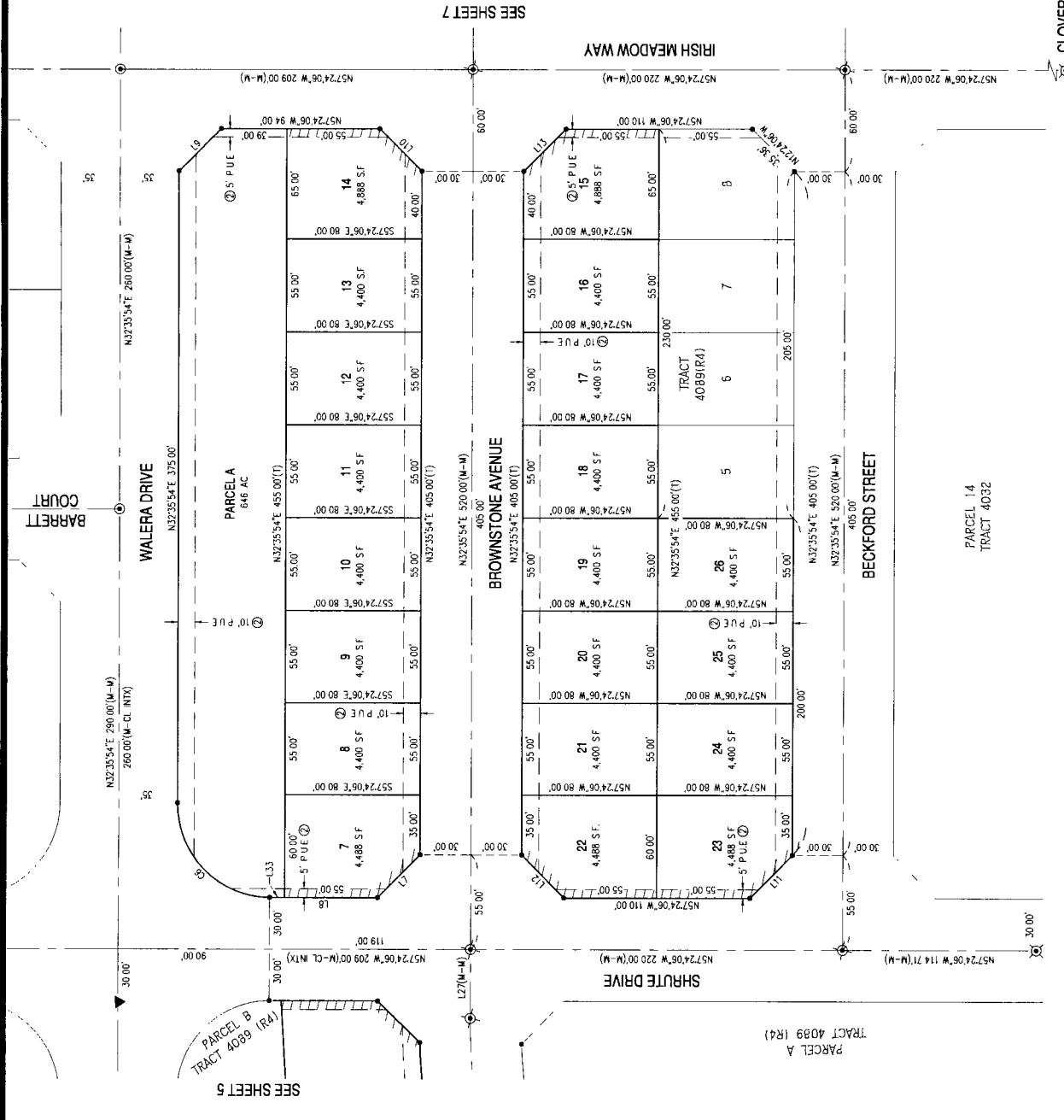


**MONUMENTATION NOTES**

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ FOUND MONUMENT PER TRACT 4032 (R1)
- ⊙ FOUND MONUMENT PER TRACT 4088 (R4)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1) AND (R4)
- ▲ 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 PRODUCTION 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 3 FOR CURVE DATA TABLES
4. SEE SHEET 3 FOR EASEMENTS

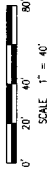


SEE SHEET 7

SEE SHEET 5

**TRACT 4090**  
**RIVER ISLANDS - STAGE 2B**  
**VILLAGE HH2**

A PORTION OF RANCHO EL PESQUERO, BEING  
 A SUBDIVISION OF PARCELS 1, 2, 3 & 4 OF TRACT 4089 (AS MAP 108)  
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
 DECEMBER 2021

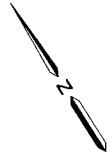


**MONUMENTATION NOTES**

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ FOUND MONUMENT PER TRACT 4032 (R1)
- ⊙ FOUND MONUMENT PER TRACT 4088 (R4)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1) AND (R4)
- ▲ 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 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 8 FOR LINE AND CURVE TABLES
4. SEE SHEET 3 FOR EASEMENTS



SEE SHEET 6



# TRACT 4090 RIVER ISLANDS - STAGE 2B VILLAGE HH2

A PORTION OF RANCHO EL PESCADERO, BEING  
A SUBDIVISION OF PARCELS 1, 2, 3 & 4 OF TRACT 4089 (43 MAP 199)  
IN SAN RAFAEL COUNTY, CALIFORNIA  
DATE OF LATHROP: DECEMBER 2021



LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 5 THROUGH 7 ONLY

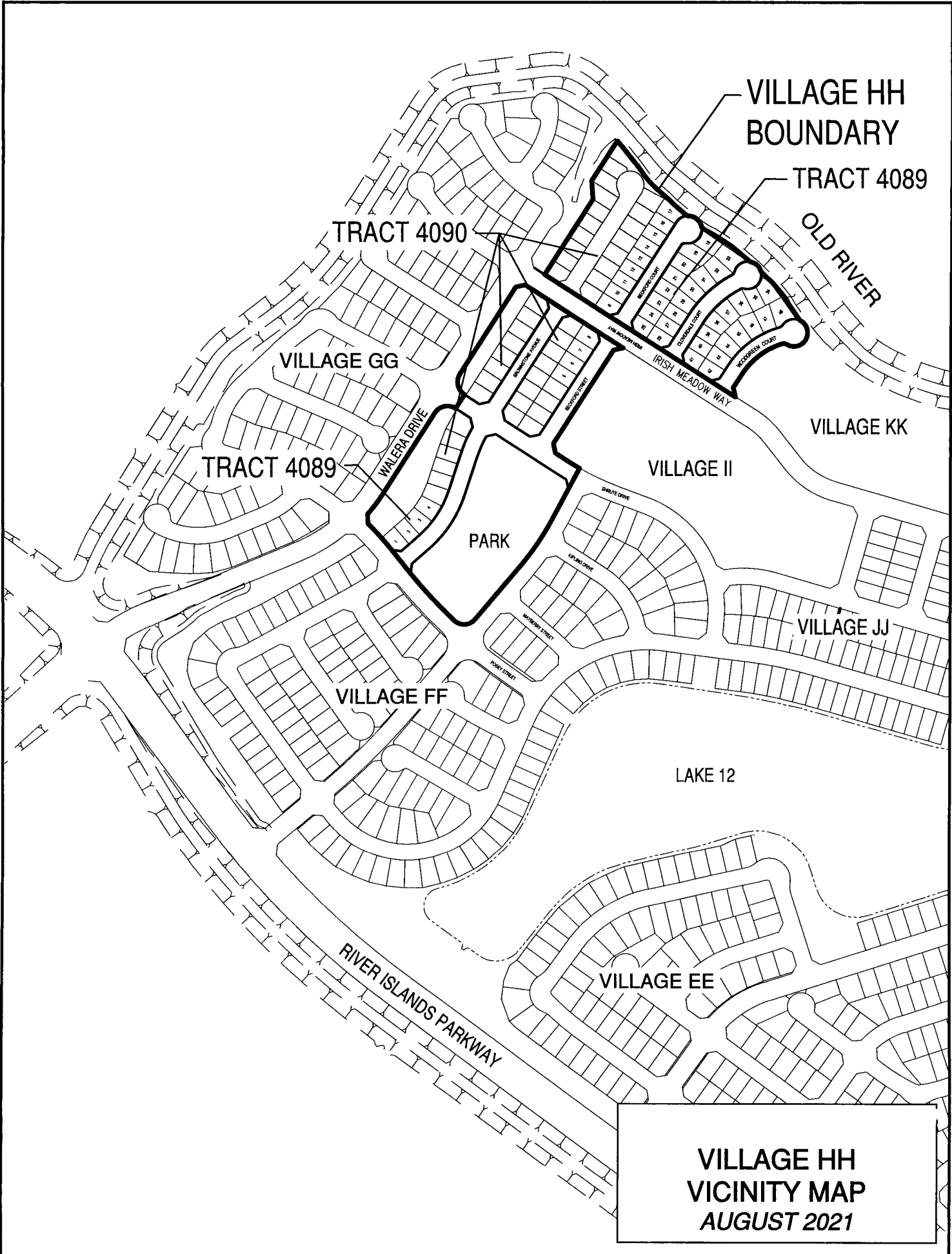
LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N217°03'W	34.39'
L2	N132°04'W	34.77'
L3	N39°05'58"W	4.96'
L4	N85°10'52"W	34.68'
L5	N44°46'56"E	35.99'
L6	N39°07'52"W	110.04'
L7	N77°35'54"E	35.36'
L8	N57°24'06"W	64.00'
L9	N77°35'54"E	35.36'
L10	N127°40'06"W	35.36'
L11	N77°35'54"E	35.36'
L12	N127°40'06"W	35.36'
L13	N77°35'54"E	35.36'
L14	N77°35'54"E	35.36'
L15	N115°06'31"W	14.33'
L16	N127°40'06"W	35.36'
L17	N44°47'56"W	17.55'
L18	N48°32'18"W	50.84'
L19	N47°12'28"W	28.74'
L20	N43°10'41"W	18.46'

LINE TABLE		
LINE	DIRECTION	LENGTH
L21	N40°18'00"W	18.88'
L22	N35°53'48"W	48.83'
L23	N38°32'00"W	29.55'
L24	N38°48'57"W	26.72'
L25	N39°18'57"W	32.20'
L26	N38°58'04"W	16.16'
L27	N32°35'54"E	40.00'
L28	N18°10'11"E	0.78'
L29	N18°10'11"E	2.13'
L30	N17°42'53"W	14.97'
L31	N57°24'06"W	20.00'
L32	N32°35'54"E	0.83'
L33	N57°24'06"W	9.00'
L34	N57°24'06"W	20.00'

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	DELTA
C1	1080.00	6°38'32"	125.21'	125.21'
C2	635.00	8°34'38"	95.06'	95.06'
C3	55.00	90°00'00"	86.39'	86.39'
C4	370.00	9°38'08"	62.22'	62.22'
C5	370.00	12°06'19"	78.17'	78.17'
C6	55.00	90°00'00"	86.39'	86.39'
C7	17.00	66°14'06"	19.65'	19.65'
C8	50.00	56°51'14"	49.61'	49.61'
C9	50.00	54°50'27"	47.86'	47.86'
C10	50.00	11°33'28"	99.16'	99.16'
C11	50.00	20°54'58"	18.25'	18.25'
C12	7613.88	0°21'30"	48.35'	48.35'
C13	270.00	5°05'37"	24.00'	24.00'
C14	730.00	1°07'26"	14.32'	14.32'
C15	430.00	5°58'39"	44.86'	44.86'
C16	430.00	6°13'42"	49.24'	49.24'
C17	50.00	14°25'05"	12.58'	12.58'
C18	50.00	39°41'13"	34.63'	34.63'

**EXHIBIT "B"**

**TRACT 4090 VILLAGE "HH2" AREA**



## EXHIBIT "C"

### CITY INSURANCE REQUIREMENTS

1. The Subdivider shall obtain commercial general liability insurance companies licensed to do business in the State of California with an A.M. Best Company rating Insurance rating of no less than A:VII which provides coverage for bodily injury, personal injury and property damage liability in the amount of at least \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.

Said insurance coverage shall be evidenced by a certificate of insurance with policy endorsements, executed by an authorized official of the insurer(s). All parties to the Subdivision Improvement Agreement must be named insured on the policy. The policy endorsements to be attached to the certificate must provide all the following:

a. Name the City of Lathrop, its officers, City Council, boards and commissions, and members thereof, its employees and agents as additional insured as respects to any liability arising out of the activities of the named insured. A CG 2010 or CG 2026 endorsement form or the equivalent is the appropriate form.

b. State that "the insurance coverage afforded by this policy shall be primary insurance as respects to the City of Lathrop, its officers, employees and agents. Any insurance or self-insurance maintained by the City of Lathrop, its officers, employees, or agents shall be in excess of the insurance afforded to the named insured by this policy and shall not contribute to any loss.

c. Include a statement that, "the insurer will provide to the City at least thirty (30) days prior notice of cancellation or material change in coverage." The above language can be included on the additional insured endorsement form or on a separate endorsement form.

d. The policy must contain a cross liability or severability of interest clause.

e. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents 390 Towne Centre Drive Lathrop, CA 95330	As Required By Written Contract, Fully Executed Prior To The Named Insured's Work
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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.

<b>Name Of Person(s) Or Organization(s)</b>
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.

**EXHIBIT "D"**

**UNFINISHED IMPROVEMENT COST ESTIMATE  
AND VILLAGE "HH" – FULL IMPROVEMENT COST**

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
<b><u>ROADWAY</u></b>					
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
<b><u>STORM DRAIN</u></b>					
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
<b><u>SANITARY SEWER</u></b>					
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
<b><u>WATER SUPPLY</u></b>					
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
<b>TOTAL CONSTRUCTION COST (nearest \$1,000)</b>					<b>\$ 1,749,000.00</b>
<b>COST PER LOT</b>					<b>\$ 19,220.00</b>

## 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.

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
<b>TOTAL COST TO COMPLETE \$</b>				<b>191,900.00</b>

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
<b>A. Site Preparation</b>				
1 Site Grading (Fine)	SF	130,695	\$0.50	\$65,347.50
SUB-TOTAL				\$65,347.50
<b>B. Flatwork / Surfacing / Walls</b>				
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
<b>C. Features</b>				
1 Removable Bollard	EA	3	\$2,000.00	\$6,000.00
SUB-TOTAL				\$6,000.00
<b>D. Planting</b>				
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
<b>E. Irrigation Controls &amp; Distribution</b>				
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
				<b>TOTAL</b>
				<b>\$819,930.00</b>
				<b>10% Contingency</b>
				<b>\$81,993.00</b>
				<b>Construction Total</b>
				<b>\$901,923.00</b>

**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.

**JOINT ESCROW INSTRUCTIONS  
RECORDATION OF FINAL MAPS  
(RIVER ISLANDS AT LATHROP)**

January 10, 2022

**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 4090; Escrow No. 1214022363**

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 June 30, 2022, 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 December 31, 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 4090, executed and acknowledged by the City (provided to title by City).

The documents listed in Item B.1 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 amounts as set forth in the Settlement Statement. Such costs, fees and other amounts are the sole responsibility of RIS2B.



## **JOINT ESCROW INSTRUCTIONS RECORDATION OF FINAL MAPS (RIVER ISLANDS AT LATHROP)**

- Funds to be wire transferred directly to the entity set forth below, immediately upon recordation of the Final Map, in accordance with the wire transfer instructions for each entity are as follows: The amount of **\$17,947.90**, 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 **5.393** 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](mailto:sdelloso@riverslands.com)); (b) Debbie Belmar ([dbelmar@riverslands.com](mailto:dbelmar@riverslands.com)); (c) Brad Taylor ([btaylor@ci.lathrop.ca.us](mailto:btaylor@ci.lathrop.ca.us)); (d) Salvador Navarrete ([snavarrete@ci.lathrop.ca.us](mailto:snavarrete@ci.lathrop.ca.us)); (e) Glenn Gebhardt ([ggebhardt@ci.lathrop.ca.us](mailto:ggebhardt@ci.lathrop.ca.us)), (f) Sandra Lewis ([slewis@ci.lathrop.ca.us](mailto: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](mailto:sdelloso@riverslands.com)), Debbie Belmar ([dbelmar@riverislands.com](mailto:dbelmar@riverislands.com)), Glenn Gebhardt ([ggebhardt@ci.lathrop.ca.us](mailto:ggebhardt@ci.lathrop.ca.us)), Brad Taylor ([btaylor@ci.lathrop.ca.us](mailto:btaylor@ci.lathrop.ca.us)), Sandra Lewis ([slewis@ci.lathrop.ca.us](mailto:slewis@ci.lathrop.ca.us)), Teresa Vargas ([tvargas@ci.lathrop.ca.us](mailto:tvargas@ci.lathrop.ca.us)), Sarah Pimentel ([spimentel@ci.lathrop.ca.us](mailto:spimentel@ci.lathrop.ca.us)), and Jose Molina ([JMolina@sigov.org](mailto: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:

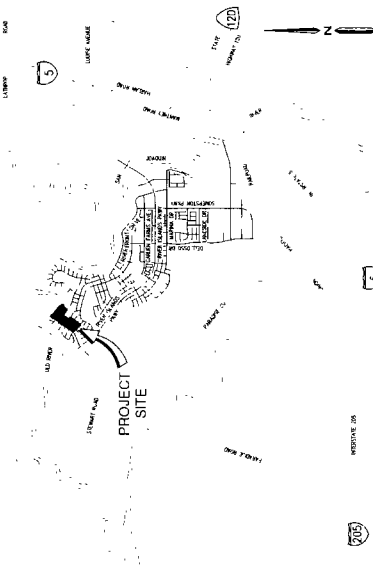
Receipt of the foregoing Escrow Instructions from RIS2B and the City is hereby acknowledged. The undersigned agrees, for itself, and on behalf of ORTC, to proceed in strict accordance with these Escrow Instructions. The undersigned represents and warrants to RIS2B and the City that the undersigned is authorized to execute this Acknowledgement and Agreement, for itself, and on behalf of ORTC.

Old Republic Title Company

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

TRACT 4090 RIVER ISLANDS - STAGE 2B VILLAGE HH2

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCELS 1, 2, 3 & 4 OF TRACT 4089 (43 MAP 198) CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA DECEMBER 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 HERIN ENCLOSED MAP ENTITLED "TRACT 4090 RIVER ISLANDS-STAGE 2B VILLAGE HH2", CITY OF LATHROP, CALIFORNIA, CONSISTING OF EIGHT (8) 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, DULY PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP, AND AUTHORIZED ITS RECORDATION, AND ACCEPTED ON BEHALF OF THE CITY OF LATHROP, FOR PUBLIC USE, THE RECORDATION OF ACCESS RIGHTS TO LOTS 6, 7, 14, 15, 22, 23, 27 AND 43, ALONG THE LOT LINES 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

OWNERS STATEMENT

THE UNDERSIGNED DOES HEREBY STATE THAT THEY ARE THE OWNERS OF THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES 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.

- 1. THE UNDERSIGNED DOES HEREBY DEDICATE TO THE CITY OF LATHROP FOR PUBLIC PURPOSES THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES 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.

OWNER RIVER ISLANDS STAGE 2B, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: SUCAN BELLUOSSO DATE: ITS PRESIDENT

TRUSTEE'S STATEMENT

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021, OLD REPUBLIC TITLE COMPANY, AS TRUSTEE, UNDER THE DEED OF TRUST RECORDED BECOMES 02, 2016 AS DOCUMENT NUMBER 2016-148888 AND AS AMENDED IN DOCUMENT RECORDED DECEMBER 28, 2017 AS DOCUMENT NUMBER 2017-150771 AND FURTHER AMENDED IN DOCUMENT RECORDED APRIL 15, 2020 AS DOCUMENT NUMBER 2020-046005, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY

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 \_\_\_\_\_

CITY ENGINEER'S STATEMENT

I, GLENN GERHARDT, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF TRACT 4090 RIVER ISLANDS-STAGE 2B VILLAGE HH2, CITY OF LATHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE AMENDED TENTATIVE MAP NO. 6716, 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 THEREOF, APPLICABLE AT THE TIME OF APPROVAL OF AMENDED TENTATIVE MAP NO. 6716.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

MARK WEISSNER, COMMUNITY DEVELOPMENT DIRECTOR CITY OF LATHROP

CITY ENGINEER'S STATEMENT

I, GLENN GERHARDT, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF TRACT 4090 RIVER ISLANDS-STAGE 2B VILLAGE HH2, CITY OF LATHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE AMENDED TENTATIVE MAP NO. 6716, 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 THEREOF, APPLICABLE AT THE TIME OF APPROVAL OF AMENDED TENTATIVE MAP NO. 6716.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

GLENN GERHARDT, R.C.E. 34681 CITY ENGINEER OF THE CITY OF LATHROP, 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 \$ \_\_\_\_\_

BY: \_\_\_\_\_ ASSISTANT/DEPUTY RECORDER

STATE OF CALIFORNIA ASSESSOR-RECORDER-COUNTY CLERK SAN JOAQUIN COUNTY, CALIFORNIA

EXEMPT FROM FEE PER GOVERNMENT CODE 27388.1, DOCUMENT RECORDED IN CONNECTION WITH A CONCURRENT TRANSFER SUBJECT TO THE IMPOSITION OF DOCUMENTARY TRANSFER TAX

**CITY SURVEYOR'S STATEMENT**

I, DARYL A. ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF TRACT 4090, RIVER ISLANDS-STAGE 2B, VILLAGE HHZ, CITY OF LATHROP, CALIFORNIA, AND I AM SATISFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

DARYL 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 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 IN THOSE POSITIONS BEFORE DECEMBER 31, 2023, AND THAT THE MONUMENTS ARE OR THAT THEY WILL BE IN THOSE POSITIONS BEFORE DECEMBER 31, 2023, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED AMENDED TESTING TENTATIVE MAP.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

DIYANI CRAWFORD, P.L.S. NO. 7788



**RECITALS**

- RIGHT TO FARM STATEMENT PER CITY OF LATHROP MUNICIPAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15.48.04, THE CITY OF LATHROP 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 LAWFUL AND PROPER USE OF AGRICULTURAL CHEMICALS AND OPERATIONS INCLUDING, BUT NOT LIMITED TO, FERTILIZING, PESTICIDE APPLICATION, PLANTING, TROWING, SPRAYING, IRRIGATION, PRUNING, HARVESTING, BURNING OF AGRICULTURAL WASTE PRODUCTS, PROTECTING CROPS AND ANIMALS FROM DEPREDATION, AND OTHER ACTIVITIES WHICH MAY GENERATE DUST, SMOKE, NOISE, ODOR, RODENTS AND PESTS. BE AWARE ALSO, THAT THIS PROPERTY MAY BE LOCATED ADJACENT TO AGRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION. CONSEQUENTLY, DEPENDING ON THE LOCATION OF YOUR PROPERTY, 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.
- THE CITY OF LATHROP HAS ADOPTED AND IS CURRENTLY ENFORCING THE LATHROP CALIFORNIA REFORMED AS FRACTURE NO. 5044-S 001 OF AND DATED MAY 18, 2005. HAS BEEN PREPARED FOR THIS PROJECT BY ENGCO, INCORPORATED, JOSEF J. TOOLE, G.E. NO. 2677, AND IS ON FILE WITH THE CITY OF LATHROP.
- TRACT 4090, RIVER ISLANDS-STAGE 2B, VILLAGE HHZ, CONTAINS 43 RESIDENTIAL LOTS CONTAINING 5.393 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 4090 AREA SUMMARY	
LOTS 1 THROUGH 43	4.455 AC±
STREET DEDICATIONS	746 AC±
PARCELS A AND B	192 AC±
TOTAL	5.393 AC±

- BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 1214022363-LR, (VERSION 1) DATED OCTOBER 26, 2021, PROVIDED BY OLD REPUBLIC TITLE COMPANY.
- SUBJECT TO A QUILCUM DEED RECORDED OCTOBER 8, 2020 AS DOCUMENT NUMBER 2020-134309, SAN JOAQUIN COUNTY RECORDS FOR PORTIONS OF COHEN ROAD AND PAROUSE ROAD.

**TRACT 4090  
RIVER ISLANDS - STAGE 2B  
VILLAGE HHZ**

A PORTION OF RANCHO EL PESQUERO, BEING A SUBDIVISION OF PARCELS SAN JOAQUIN COUNTY, CALIFORNIA CITY OF LATHROP, (43 MAP 198) DECEMBER 2021.



**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 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)
- (R3) 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)
- (R4) TRACT 4089, RIVER ISLANDS-STAGE 2B, VILLAGE HH, FILED OCTOBER 29, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 198, S.J.C.R. (43 MAP 198)
- (R5) TRACT 4091, RIVER ISLANDS-STAGE 2B, VILLAGE GG, FILED OCTOBER 29, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 197, S.J.C.R. (43 MAP 197)

**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 LEASE EASEMENT IN FAVOR OF RECLAMATION DISTRICT 2002 PER DOCUMENT NUMBER 2018-080089, 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 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.

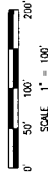
**LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEET 3 ONLY**

LINE TABLE		CURVE TABLE	
LINE	DIRECTION	RADIUS	DELTA
L1	N22°47'05"E	430.00	12°32'22"
L2	N18°10'11"E	370.00	93°00"
L3	N202°04'E	55.00	90°00"
L4	N29°16'04"E	750.00	107°26'14.32"
L5	N57°24'06"W	270.00	59°53'37"
L6	N13°20'47"W	7813.88	0°21'50"
L7	N18°10'11"E	50.00	14°25'05"
L8	N62°11'41"W	400.00	30°44'03"
L9	N77°35'54"E	400.00	14°25'43"
L10	N57°24'06"W	400.00	14°25'43"
L11	N12°24'06"W	400.00	14°25'43"
L12	N77°35'54"E	400.00	14°25'43"
L13	N57°24'06"W	400.00	14°25'43"
L14	N12°24'06"W	400.00	14°25'43"
L15	N77°35'54"E	400.00	14°25'43"
L16	N57°24'06"W	400.00	14°25'43"
L17	N57°24'06"W	400.00	14°25'43"
L18	N32°35'54"E	400.00	14°25'43"
L19	N77°35'54"E	400.00	14°25'43"
L20	N57°24'06"W	400.00	14°25'43"

LINE TABLE		CURVE TABLE	
LINE	DIRECTION	RADIUS	DELTA
L21	N4°26'51"W	430.00	12°32'22"
L22	N38°58'04"W	370.00	93°00"
L23	N39°18'57"W	55.00	90°00"
L24	N38°48'52"W	750.00	107°26'14.32"
L25	N38°12'00"W	270.00	59°53'37"
L26	N35°25'46"W	7813.88	0°21'50"
L27	N40°18'09"W	50.00	14°25'05"
L28	N43°10'41"W	400.00	30°44'03"
L29	N47°12'28"W	400.00	14°25'43"
L30	N49°52'18"W	400.00	14°25'43"
L31	N44°47'56"W	400.00	14°25'43"
L32	N17°42'53"W	400.00	14°25'43"
L33	N53°04'10"W	400.00	14°25'43"
L34	N18°10'11"E	400.00	14°25'43"
L35	N42°35'54"E	400.00	14°25'43"

# TRACT 4090 RIVER ISLANDS - STAGE 2B VILLAGE HH2

A PORTION OF RANCHO EL PESCADERO, BEING  
A SUBDIVISION OF PARCELS 1, 2, 3 & 4 OF TRACT 4089 (43 MAP 198)  
IN SAN JOAQUIN COUNTY, CALIFORNIA  
CITY OF LAHARP, SAN JOAQUIN COUNTY, CALIFORNIA  
DECEMBER 2021



## LEGEND

- ⊙ MONUMENT TO BE SET
- ⊙ FOUND MONUMENT PER (R1)
- ⊙ FOUND MONUMENT PER (R4)
- ⊙ FOUND MONUMENT PER (R5)
- FOUND 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788" PER (R1) AND (R4), 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) MEASURED AND RECORD DATA PER REFERENCE (R1)
- (M-B) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2
- (M-H) MONUMENT TO BOUNDARY
- (R) MONUMENT TO MONUMENT
- (T) RADIAL BEARING
- (B) TOTAL
- DN BOUNDARY
- DN OCCUMENT NUMBER
- P.U.E PUBLIC UTILITY EASEMENT
- W.E WALL EASEMENT
- W.C WITNESS CORNER
- U/C/R1 LINE, CURVE, RADIAL LINE
- ① EASEMENT REFERENCE NUMBER

## NOTES

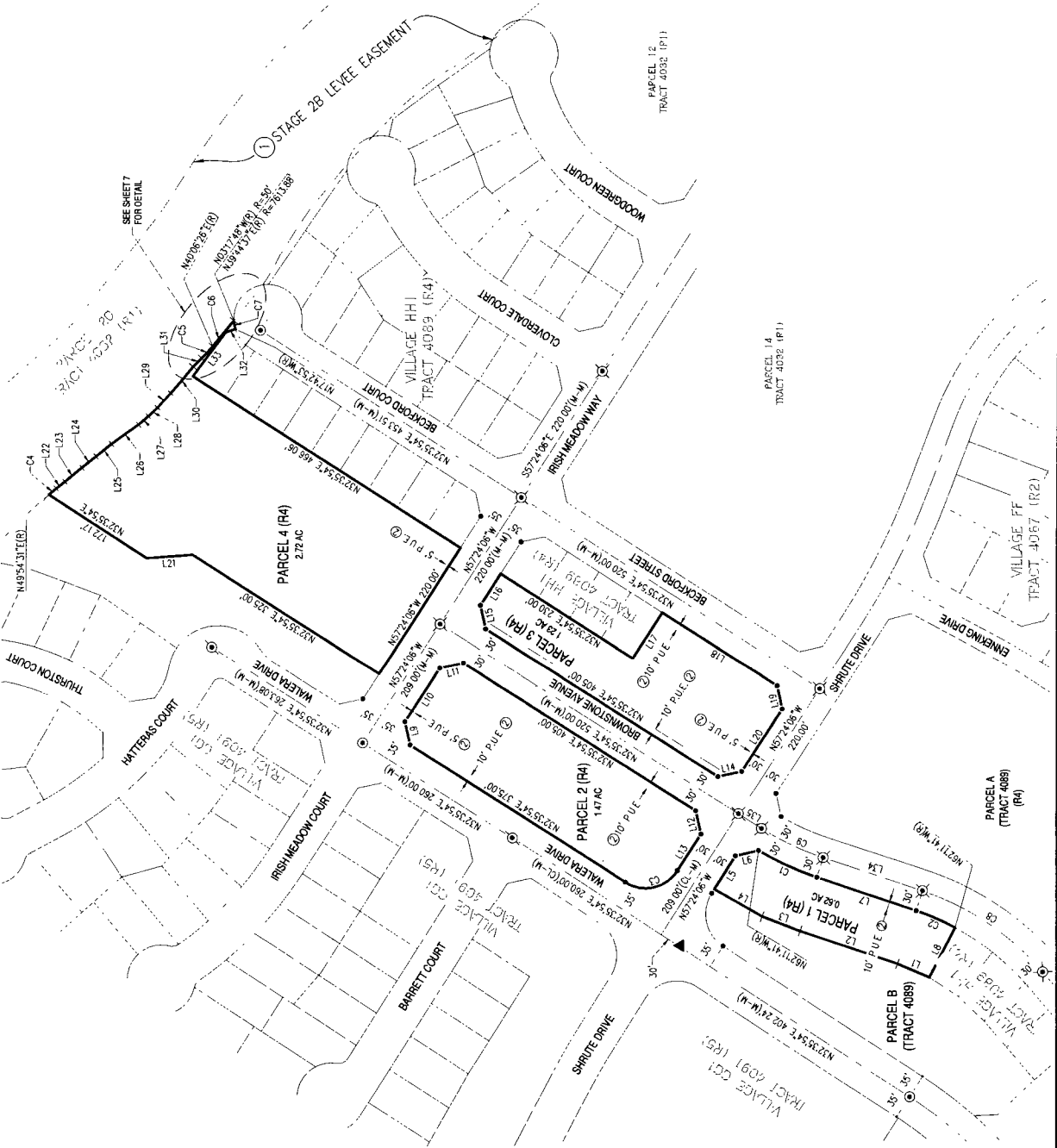
- 1 SEE SHEET 2 FOR REFERENCES
- 2 SEE SHEET 2 FOR LINE AND CURVE TABLES

## BASIS OF BEARINGS

THE BEARING OF NORTH 5724.06° WEST BETWEEN FOUND MONUMENTS ALONG IRISH 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 2082 PER DN 2018-060095, S.J.C.P.
- ② PUBLIC UTILITY EASEMENT PER TRACT 4089, FILED OCTOBER 29, 2021 IN BOOK 43 OF MAPS AND PLATS, PAGE 198, S.J.C.P.



# TRACT 4090

## RIVER ISLANDS - STAGE 2B

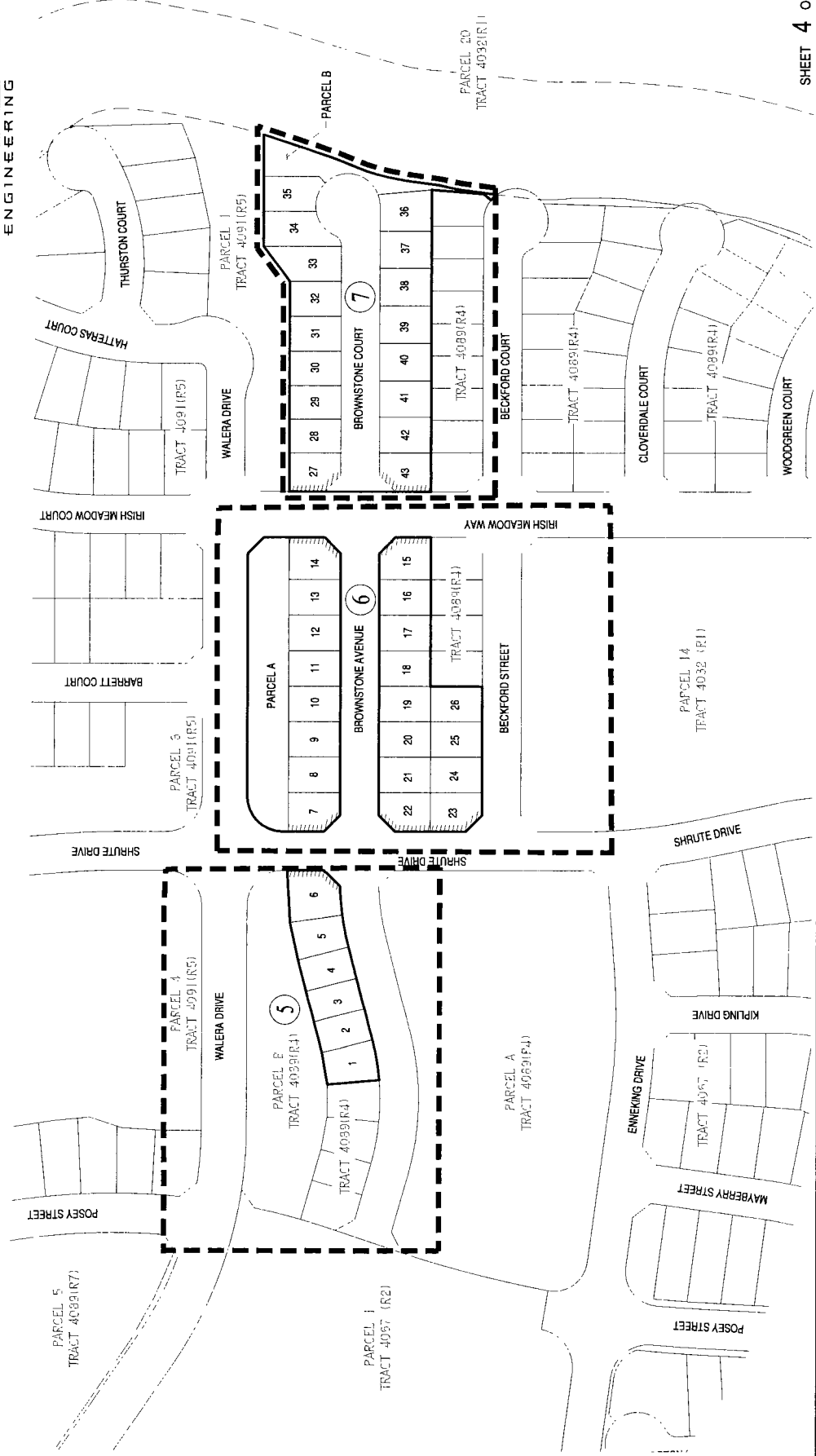
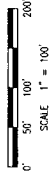
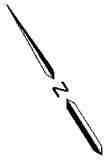
### VILLAGE HH2

A PORTION OF RANCHO EL PESCADERO, BEING  
 A SUBDIVISION OF PARCELS 1, 2, 3 & 4 OF TRACT 4085 (43 MAP 198)  
 IN SAN JOAQUIN COUNTY, CALIFORNIA  
 CITY OF LAHORE, DECEMBER 2021



#### LEGEND

- BOUNDARY
- LOT LINE
- EXISTING ROADWAY EASEMENT
- SHEET NUMBER
- SHEET LIMIT LINE
- RESTRICTED ACCESS

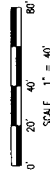


# TRACT 4090

## RIVER ISLANDS - STAGE 2B

### VILLAGE HH2

A PORTION OF RANCHO EL PESCADERO, BEING  
 A SUBDIVISION OF PARCELS 1, 2, 3 & 4 OF TRACT 4089 (43 MAP 198)  
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
 DECEMBER 2021

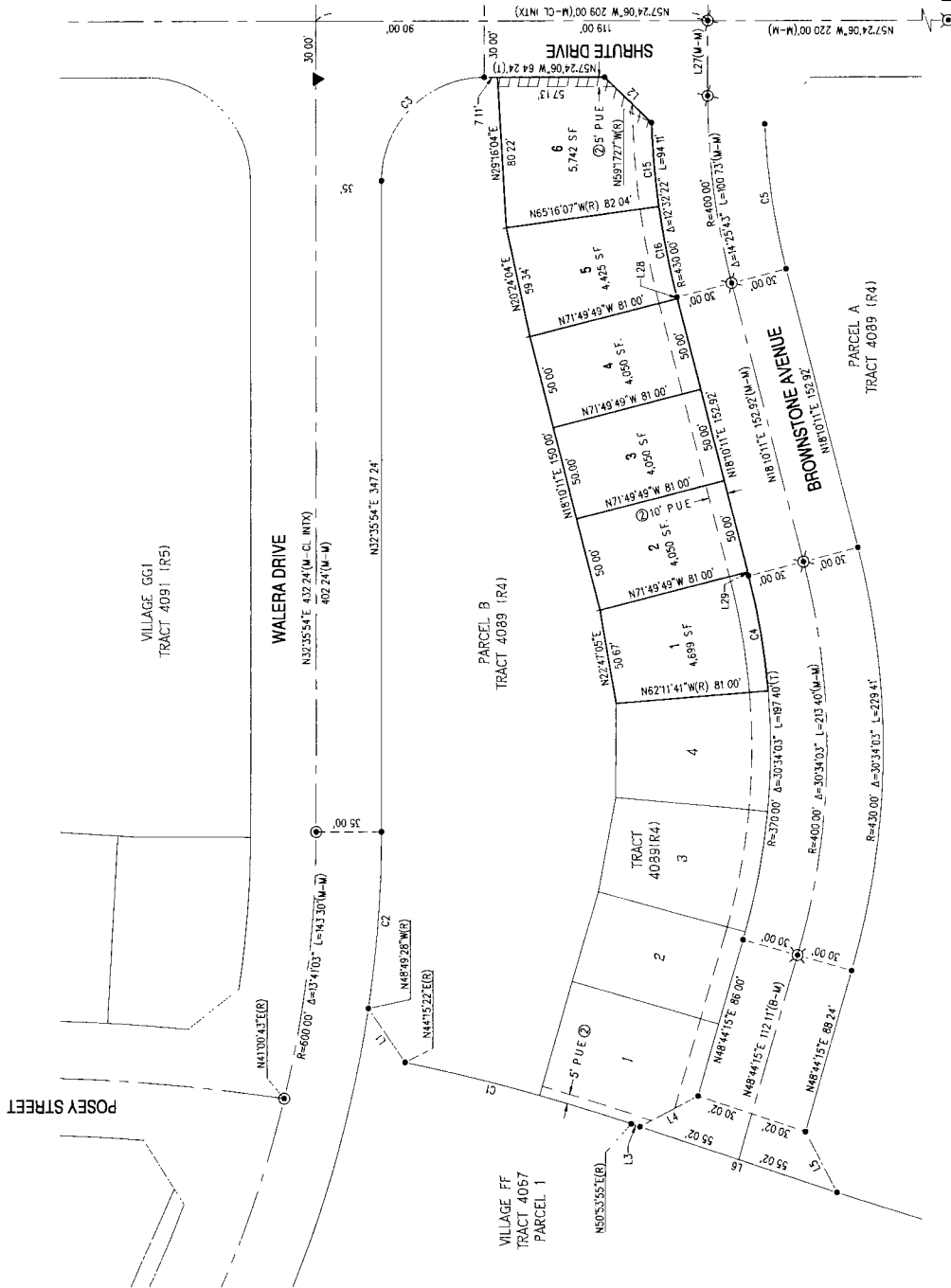


#### MONUMENTATION NOTES

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WILL STAMPED "PLS 7788"
- ⊙ FOUND MONUMENT PER TRACT 4032 (R1)
- ⊙ FOUND MONUMENT PER TRACT 4068 (R4)
- ⊙ 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1) AND (R4)
- ▲ 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 1.17" 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 8 FOR LINE AND CURVE TABLES
4. SEE SHEET 3 FOR EASMENTS



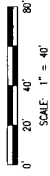
SEE SHEET 6

BECKFORD STREET



**TRACT 4090**  
**RIVER ISLANDS - STAGE 2B**  
**VILLAGE HH2**

A PORTION OF RANCHO CL. PESQUERA, BEING  
 A SUBDIVISION OF PARCELS 1, 2, 3, & 4 OF TRACT 4089 (43 MAP 198)  
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
 DECEMBER 2021

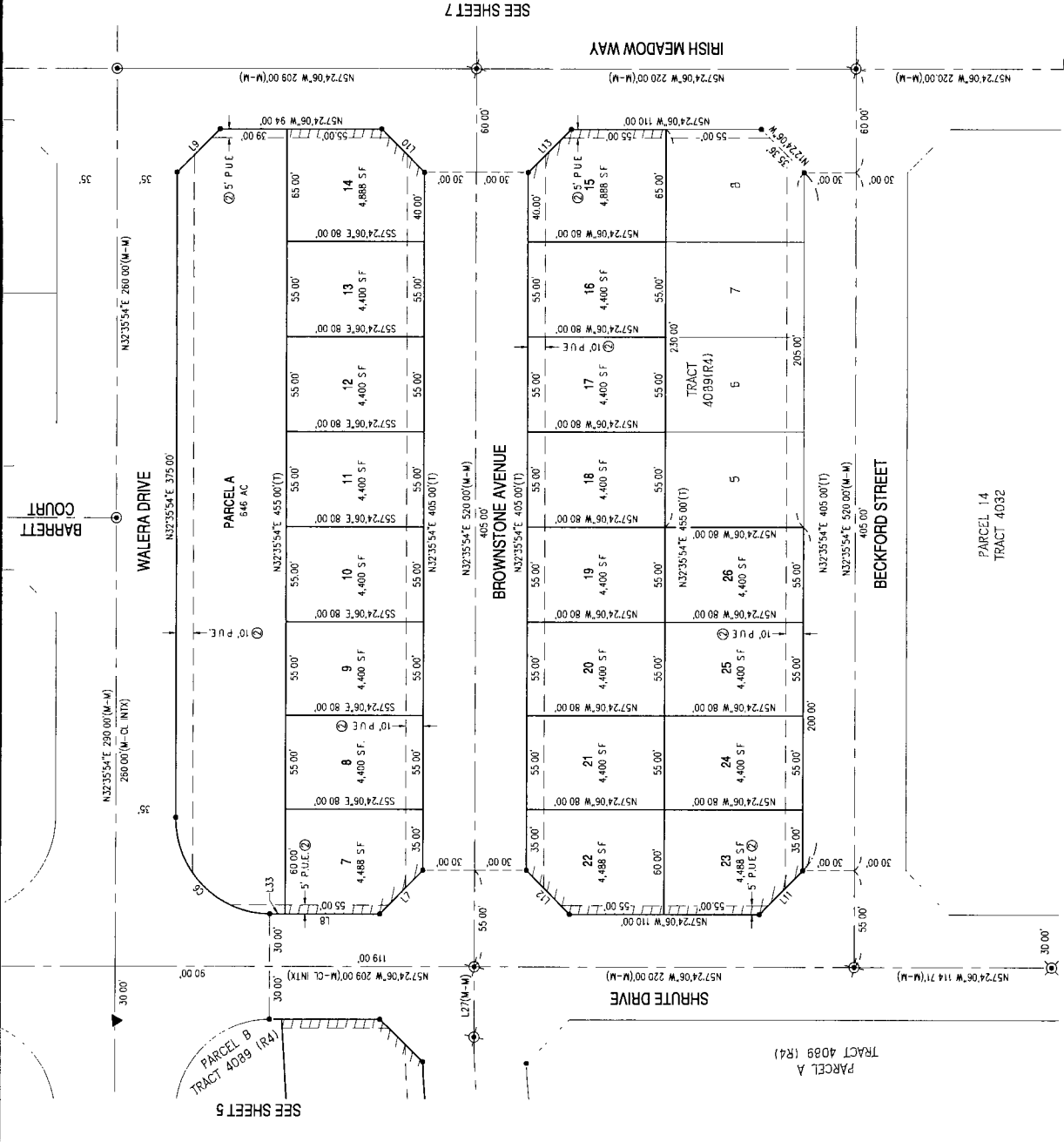


**MONUMENTATION NOTES**

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊗ FOUND MONUMENT PER TRACT 4032 (R1)
- ⊗ FOUND MONUMENT PER TRACT 4088 (R4)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1) AND (R4)
- ▲ 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R1)
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- ⊕ 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 3 FOR BEARINGS AND CURVE TABLES
- 4 SEE SHEET 3 FOR EASEMENTS

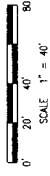


SEE SHEET 7

SEE SHEET 5

# TRACT 4090 RIVER ISLANDS - STAGE 2B VILLAGE HH2

A PORTION OF RANCHO EL RESCADERO, BEING  
A SUBDIVISION OF PARCELS 1, 2, 3, 4, 6 OF TRACT 4088 (41 MAP 198)  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
DECEMBER 2021



## MONUMENTATION NOTES

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ FOUND MONUMENT PER TRACT 4032 (R1)
- ⊙ FOUND MONUMENT PER TRACT 4088 (R4)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1) AND (R4)
- ▲ 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' OUT 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 8 FOR LINE AND CURVE TABLES
- 4 SEE SHEET 3 FOR EASEMENTS



SEE SHEET 6

LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 5 THROUGH 7 ONLY

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N217°03'W	34.39'
L2	N132°04'W	34.77'
L3	N39°05'58"W	4.96'
L4	N85°10'52"W	34.68'
L5	N44°46'56"E	35.99'
L6	N39°07'52"W	110.04'
L7	N77°35'54"E	35.36'
L8	N57°24'06"W	64.00'
L9	N77°35'54"E	35.36'
L10	N127°40'06"W	35.36'
L11	N77°35'54"E	35.36'
L12	N127°40'06"W	35.36'
L13	N77°35'54"E	35.36'
L14	N77°35'54"E	35.36'
L15	N11°56'31"W	14.33'
L16	N127°40'06"W	35.36'
L17	N44°47'56"W	17.55'
L18	N49°30'16"W	50.84'
L19	N47°12'28"W	26.74'
L20	N43°10'41"W	16.46'

LINE TABLE		
LINE	DIRECTION	LENGTH
L21	N40°16'00"W	18.88'
L22	N35°29'48"W	48.83'
L23	N38°32'00"W	29.55'
L24	N38°48'52"W	26.72'
L25	N39°15'57"W	32.20'
L26	N38°55'04"W	16.16'
L27	N32°35'54"E	40.00'
L28	N18°10'11"E	0.78'
L29	N18°10'11"E	2.13'
L30	N17°42'53"W	14.97'
L31	N57°24'06"W	20.00'
L32	N32°35'54"E	0.83'
L33	N57°24'06"W	9.00'
L34	N57°24'06"W	20.00'

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	DELTA
C1	10860.00	6°38'32"	125.21'	125.21'
C2	635.00	8°34'38"	95.06'	95.06'
C3	55.00	90°00'00"	86.39'	86.39'
C4	370.00	9°38'08"	62.22'	62.22'
C5	370.00	12°08'19"	78.17'	78.17'
C6	55.00	90°00'00"	86.39'	86.39'
C7	17.00	66°44'06"	19.65'	19.65'
C8	50.00	56°51'14"	49.61'	49.61'
C9	50.00	54°50'27"	47.86'	47.86'
C10	50.00	113°37'28"	99.16'	99.16'
C11	50.00	205°4'58"	18.25'	18.25'
C12	7613.88	0°21'50"	48.35'	48.35'
C13	270.00	5°05'37"	24.00'	24.00'
C14	730.00	1°07'26"	14.32'	14.32'
C15	430.00	5°58'39"	44.86'	44.86'
C16	430.00	6°33'42"	49.24'	49.24'
C17	50.00	14°25'05"	12.56'	12.56'
C18	50.00	39°41'13"	34.63'	34.63'

TRACT 4090  
RIVER ISLANDS - STAGE 2B  
VILLAGE HH2

A PORTION OF RANCHO EL PESQUERO, BEING  
THE LANDS OF THE RIVER ISLANDS, MAP 198  
A SUBDIVISION OF THE CITY OF LAHORE, SAN JUAN COUNTY, CALIFORNIA  
DECEMBER 2021



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## ITEM 4.9

### **CITY MANAGER'S REPORT JANUARY 10, 2022 CITY COUNCIL REGULAR MEETING**

**ITEM: APPROVAL OF FINAL MAP, COMMON USE AGREEMENT, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 62 LOTS IN TRACT 4092 VILLAGE "GG2" WITHIN OLD RIVER DISTRICT OF RIVER ISLANDS**

**RECOMMENDATION: Adopt Resolution Approving Final Map for Tract 4092 Village "GG2" within the Old River District, Totaling 62 Single Family Lots, a Common Use Agreement, and a Subdivision Improvement Agreement with River Islands Stage 2B, LLC**

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#### **SUMMARY:**

The proposed Final Map for Tract 4092 will be the second and final tract map within the Village "GG" area. Pulte Homes is proposing sixty-two (62) 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 4092, Village "GG2", a Common Use Agreement with Island Reclamation District No. 2062 for portions of Abernathy Court and Cabot Avenue, 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 4092 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 constructed 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:

**CITY MANAGER’S REPORT** **PAGE 2**  
**JANUARY 10, 2022 CITY COUNCIL REGULAR MEETING**  
**APPROVAL OF FINAL MAP, COMMON USE AGREEMENT, AND SUBDIVISION**  
**IMPROVEMENT AGREEMENT FOR 62 LOTS IN TRACT 4092 VILLAGE “GG2”**  
**WITHIN OLD RIVER DISTRICT OF RIVER ISLANDS**

Unfinished Improvement Total:	\$221,440
Performance Bond of Total Improvements (Bond No. 0799657):	\$664,852
Labor & Materials Bond 50 % of Performance Bond (Bond No. 0799657)	\$332,426

The SIA for Tract 4092 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 4092, 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 “GG” was annexed to the four different Community Facilities Districts (CFDs) for maintenance purposes with the approval of the Tract 4091 Final Map in 2021. The CFDs are CFD 2013-1 City of Lathrop Annexation No. 24, CFD 2013-1 Island Reclamation District (RD) 2062, CFD 2013-1 River Islands Public Financing Authority (RIPFA), and CFD 2020-1 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 Abernathy Court and Cabot Avenue and Public Utility Easement dedicated to the City by River Islands Stage 2B, LLC 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 Abernathy Court and Cabot Avenue.

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 as listed below:

<b>Documents</b>	<b>Status</b>
1. Final Map ready for signature	Completed
2. Subdivision Improvement Agreement	Completed
3. Performance Security – Uncompleted Landscaping and Miscellaneous Improvements provided with Tract 4091	Completed

**CITY MANAGER’S REPORT**  
**JANUARY 10, 2022 CITY COUNCIL REGULAR MEETING**  
**APPROVAL OF FINAL MAP, COMMON USE AGREEMENT, AND SUBDIVISION**  
**IMPROVEMENT AGREEMENT FOR 62 LOTS IN TRACT 4092 VILLAGE “GG2”**  
**WITHIN OLD RIVER DISTRICT OF RIVER ISLANDS**

4.	Labor and Materials Security – Uncompleted Landscaping and Miscellaneous Improvements provided with Tract 4091	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 <sup>rd</sup> 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)	Annexed with Tract 4091 on 9/13/2021
15.	Common Use Agreement with Island Reclamation District No. 2062, including Offer of Dedication of Public Utility Easement	Approval pending with this item
<b>Fees</b>		<b>Status</b>
1.	Final Map plan check fee	Paid
2.	Improvement Plans - Plan check and inspection fees	Paid
3.	Sierra Club Settlement fee	To be paid in escrow

**FISCAL IMPACT:**

There is no budget impact to the City as all costs are covered by development fees and any shortfalls in the City’s maintenance and operating costs are covered by the CFDs.

**CITY MANAGER'S REPORT** **PAGE 4**  
**JANUARY 10, 2022 CITY COUNCIL REGULAR MEETING**  
**APPROVAL OF FINAL MAP, COMMON USE AGREEMENT, AND SUBDIVISION**  
**IMPROVEMENT AGREEMENT FOR 62 LOTS IN TRACT 4092 VILLAGE "GG2"**  
**WITHIN OLD RIVER DISTRICT OF RIVER ISLANDS**

**ATTACHMENTS:**


- A. Resolution Approving Final Map for Tract 4092 Village "GG2" within the Old River 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 "GG2"
- C. Subdivision Improvement Agreement between the City of Lathrop and River Islands Stage 2B, LLC, a Delaware limited liability company, for Tract 4092, Village "GG2"
- D. Escrow Instructions for Final Map Tract 4092 Village "GG2"
- E. Final Map – Tract 4092 Village "GG2"
- F. Common Use Agreement with Islands Reclamation District No. 2062 for a portion of Abernathy Court and Cabot Avenue, and associated;
  - Offer of Dedication of Public Utility Easement



**CITY MANAGER'S REPORT**  
**JANUARY 10, 2022 CITY COUNCIL REGULAR MEETING**  
**APPROVAL OF FINAL MAP, COMMON USE AGREEMENT, AND SUBDIVISION**  
**IMPROVEMENT AGREEMENT FOR 62 LOTS IN TRACT 4092 VILLAGE "GG2"**  
**WITHIN OLD RIVER DISTRICT OF RIVER ISLANDS**

  
\_\_\_\_\_  
Glenn Gebhardt  
City Engineer


12/14/21  
Date

  
\_\_\_\_\_  
Michael King  
Public Works Director


1/3/2022  
Date

  
\_\_\_\_\_  
Cari James  
Finance Director

1/3/2022  
Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

12/21/2021  
Date

  
\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

1.5.22  
Date

**RESOLUTION NO. 22-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING FINAL MAP FOR TRACT 4092 VILLAGE "GG2" WITHIN THE OLD RIVER DISTRICT, TOTALING 62 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 4092 is within the geographic boundaries of Vesting Tentative Map (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 guarantees for Tract 4092 were provided with the approved SIA for Tract 4091 executed with River Islands Stage 2B, LLC and therefore additional guarantee is not required to be provided with the SIA for Tract 4092. Tracts 4091 and 4092 are collectively known as Village "GG"; and

**WHEREAS**, performance and labor & material securities were provided with the SIA for Tract 4091 that guarantee the unfinished improvements for Village "GG", including both Tract 4091 and 4092, in the amount as follows; and

Unfinished Improvement Total:	\$221,440
Performance Bond of Total Improvements (Bond No. 0799657)	\$664,852
Labor & Materials Bond 50 % of Performance Bond (Bond No. 0799657)	\$332,426

**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 Abernathy Court and Cabot Avenue and Public Utility Easement dedicated to the City by River Islands Stage 2B, LLC share an area with the easements recorded in favor of RD 2062 for the levee system included as Exhibit "I" to Attachment "F"; and

**WHEREAS**, Village "GG" was annexed to the four different Community Facilities Districts (CFDs) for maintenance purposes with the approval of the Tract 4091 Final Map in 2021; and

**WHEREAS**, River Islands Stage 2B must satisfy the Escrow Instructions to guarantee the payment of all fees and execution of the documents related to the SIA.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Lathrop that approves and accepts the following actions:

1. The Final Map for Tract 4092 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 January 10, 2022 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 Islands Reclamation District No. 2062 and Acceptance of Offer of Dedication for Public Utility Easements from 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.

The foregoing resolution was passed and adopted this 10<sup>th</sup> day of January 2022, by the following vote of the City Council, to wit:

AYES:

NOES:

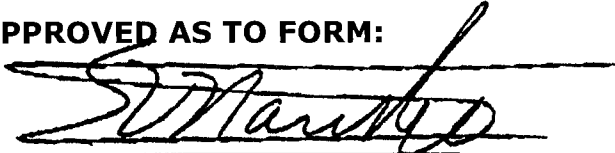
ABSTAIN:

ABSENT:

\_\_\_\_\_  
Sonny Dhaliwal, Mayor

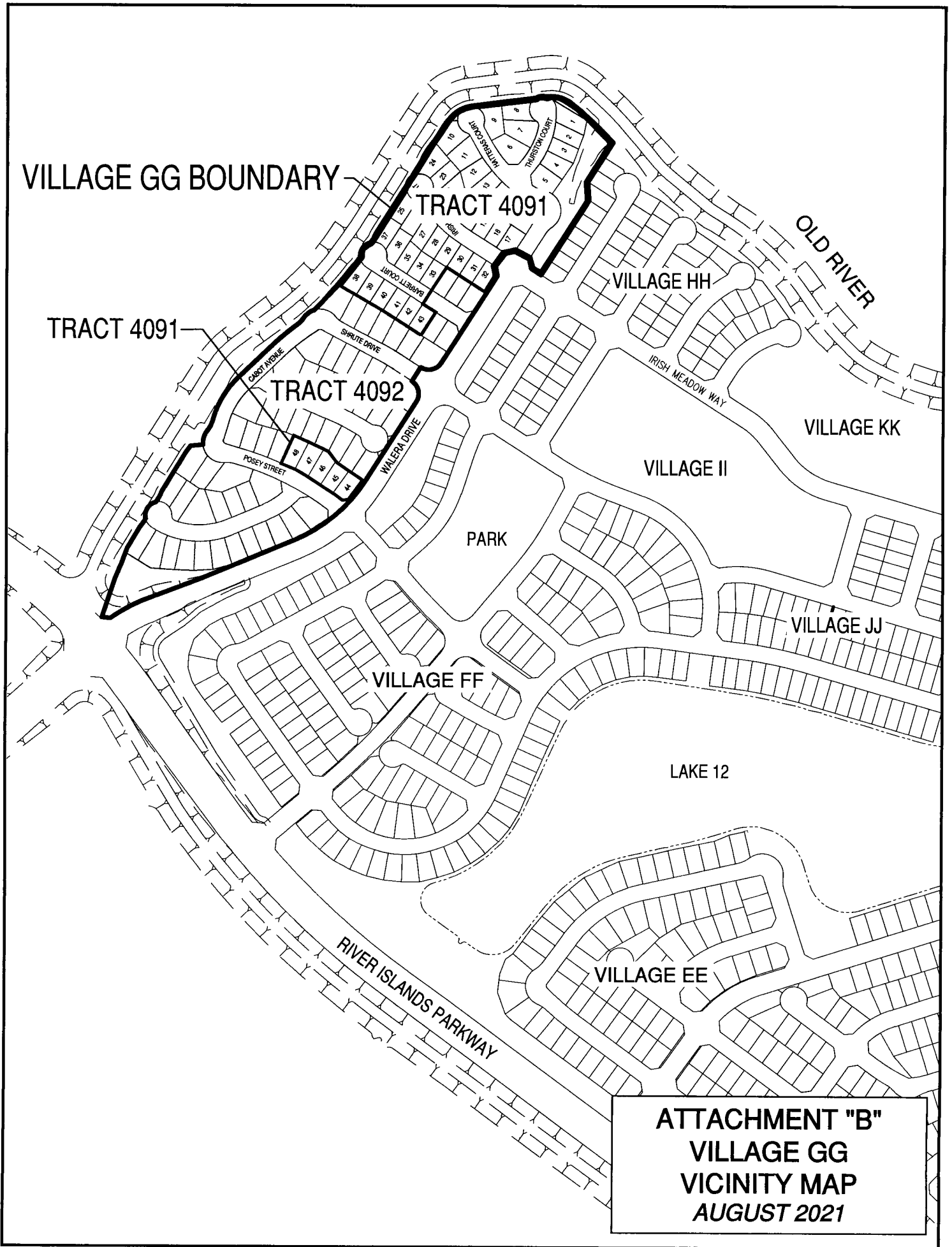
**ATTEST:**

**APPROVED AS TO FORM:**



\_\_\_\_\_  
Salvador Navarrete, City Attorney

\_\_\_\_\_  
Teresa Vargas, City Clerk



**SUBDIVISION IMPROVEMENT AGREEMENT**

**BY AND BETWEEN THE CITY OF LATHROP AND**

**RIVER ISLANDS STAGE 2B, LLC, A DELAWARE LIMITED LIABILITY COMPANY**

**FOR TRACT 4092 VILLAGE “GG2” 62 RESIDENTIAL LOTS**

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**RECITALS**

A. This Agreement is made and entered into this **10<sup>th</sup> day of January 2022**, 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 4092. However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with Tract 4092 (Village “GG2”) located within the Lakeside East 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 4091 that guarantee the unfinished improvements for Village “GG”, which includes Tract 4092, in the amount shown in Section 8, and therefore no additional security is needed for Tract 4092.

C. SUBDIVIDER has completed a portion of the joint trench improvements for Tract 4092 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 4092 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 4092 are required security as outlined in this Agreement is required.

---

**NOW THEREFORE** in consideration of CITY'S pending approval and acceptance of the Improvements upon their satisfactory completion, and in consideration of SUBDIVIDER'S construction of Improvements in strict accordance with the terms of this Agreement, all applicable laws, statutes, ordinances, rules and regulations currently in force and effect in CITY, the terms and conditions of which are incorporated herein by this reference, the parties hereto mutually covenant and agree as follows:

1. SUBDIVIDER shall complete construction of, or cause construction to be completed at its sole cost and expense, the Improvements for all of the lots within the Lakeside East neighborhood, to the limits identified 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 4092 that is conveyed to a private interest not associated with the transfer of title of Tract 4092 associated with the filing of Tract 4092 (homebuilder), prior to the completion and occupancy of the last production dwelling unit associated with Tract 4092, or January 10, 2023, 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 \$332,426 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 Tract 4092 as included and described in Exhibit “D” of this Agreement. Performance and Labor & Material securities have been provided with the SIA for Tract 4091 that guarantee the unfinished improvements for Village “GG”, which includes Tract 4092, in the amount shown in Table 1 below and therefore no additional security is needed for Tract 4092. 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:	\$221,440
Performance Bond of Total Improvements (Bond No. 0799657):	\$664,852
Labor & Materials Bond 50 % of Performance Bond (Bond No. 0799657)	\$332,426

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 4092.

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.

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 4092**

**EXHIBIT B TRACT 4092 AND VILLAGE "GG2" AREA**

**EXHIBIT C: CITY INSURANCE REQUIREMENTS**

**EXHIBIT D: UNFINISHED IMPROVEMENT COST ESTIMATE AND VILLAGE "GG"  
IMPROVEMENTS COST ESTIMATE**

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 10th day of January 2022, at Lathrop, California.

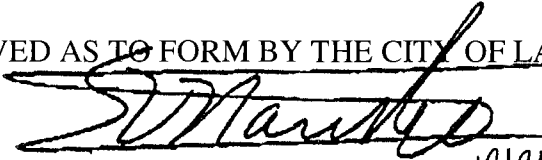
ATTEST: TERESA VARGAS  
City Clerk of and for the City  
of Lathrop, State of California

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              12/21/2021  
City Attorney

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)

Tract 4092 Village "GG2"

Page | 8

**SUBDIVIDER**

River Islands Stage 2B, LLC,  
a Delaware limited liability company

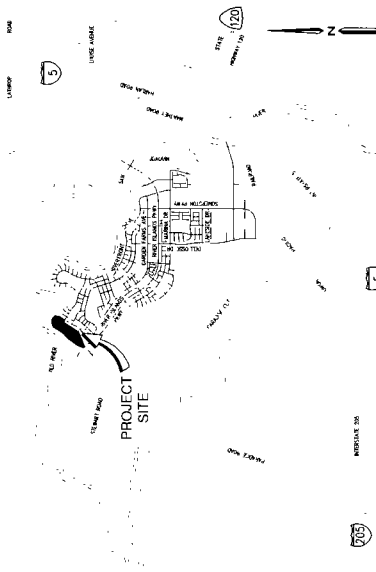
BY: \_\_\_\_\_  
Susan Dell'Osso  
President

**EXHIBIT "A"**

**FINAL MAP - TRACT 4092**

**TRACT 4092  
RIVER ISLANDS - STAGE 2B  
VILLAGE GG2**

A PORTION OF RANCHO CL PESQUERO, BEING  
A SUBDIVISION OF PARCELS 2, 3, 4, 5, 13, 20, 27, 28, 36, 40, 44 AND 62 OF TRACT 4092 (43 MAP 197)  
CITY OF LAHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
DECEMBER 2022



**VICINITY MAP**  
NOT TO SCALE

**SECRETARY OF THE PLANNING COMMISSIONS STATEMENT**

THIS MAP CONFORMS TO AMENDED VESTING TENTATIVE MAP NO. 6716 APPROVED BY THE PLANNING COMMISSION

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

MARK WEISSNER, COMMUNITY DEVELOPMENT DIRECTOR  
CITY OF LAHROP

**CITY ENGINEERS STATEMENT**

I, GLEN BERNARD HERBY, STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LAHROP, CALIFORNIA, AND THAT I HAVE EXAMINED THIS FINAL MAP OF TRACT 4092 RIVER ISLANDS - STAGE 2B, VILLAGE GG2, CITY OF LAHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE AMENDED VESTING TENTATIVE MAP NO. 6716, 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 LAHROP, AND ANY AMENDMENTS THEREOF, APPLICABLE AT THE TIME OF APPROVAL OF AMENDED VESTING TENTATIVE MAP

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.



GLEN BERNARD HERBY  
CITY ENGINEER OF THE CITY OF LAHROP, CALIFORNIA

**RECORDERS STATEMENT**

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022, AT \_\_\_\_\_ M  
IN BOOK \_\_\_\_\_ OF MAPS AND PLATS, AT PAGE \_\_\_\_\_ AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY  
FEE \$ \_\_\_\_\_

STEVE BOSTOLARDES COUNTY CLERK  
SAN JOAQUIN COUNTY, CALIFORNIA  
BY \_\_\_\_\_ ASSISTANT/DEPUTY RECORDER

**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 4092, RIVER ISLANDS-STAGE 2B, VILLAGE GG2", CITY OF LAHROP, CALIFORNIA, CONSISTING OF EIGHT (8) SHEETS, THIS STATEMENT WAS PRESENTED TO SAID CITY COUNCIL, AS PROMVED BY LAW, AT A MEETING THEREOF, HELD ON \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022, AT SAID CITY COUNCIL CHAMBER, 1000 N. MAIN STREET, LAHROP, CALIFORNIA, AND SAID CITY COUNCIL DID THEREUPON BY RESOLUTION NO. \_\_\_\_\_, APPROVE AND ADOPT SAID MAP, AND AUTHORIZED ITS RECORDEATION, AND ACCEPTED ON BEHALF OF THE CITY OF LAHROP, FOR PUBLIC USE, THE RELINQUISHMENT OF ACCESS RIGHTS TO LOTS 3, 5, 13, 20, 27, 28, 36, 40, 44 AND 62 ALONG WITH THE DEDICATION OF ALL PUBLIC UTILITY EASMENTS, PARCELS A THROUGH C, IN FEE, 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 OF THE CITY OF LAHROP 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 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 \_\_\_\_\_, 2022, 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/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 271388.1, DOCUMENT RECORDED IN CONNECTION WITH A CONCURRENT TRANSFER SUBJECT TO THE IMPOSITION OF DOCUMENTARY TRANSFER TAX.

**OWNER'S STATEMENT**

THE UNDERSIGNED, DOES HEREBY STATE THAT THEY ARE THE OWNERS OF OR HAVE RECORD TITLE INTEREST IN THE HEREIN DESCRIBED PARCELS TO BE TRANSFERRED TO THE CITY OF LAHROP, CALIFORNIA, AND THAT THE EXTENSION BOUNDARY LINE OF THE HEREIN EMBODIED FINAL MAP ENTITLED "TRACT 4092, RIVER ISLANDS-STAGE 2B, VILLAGE GG2", CITY OF LAHROP, CALIFORNIA, CONSISTING OF EIGHT (8) SHEETS, AND WE HEREBY CONSENT TO THE PREPARATION, AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES

- TO THE CITY OF LAHROP FOR PUBLIC RIGHT-OF-WAY PURPOSES, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS ABERNATHY COURT AND DEMPRIA COURT AS SHOWN ON THIS FINAL MAP
- 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 ATTACHMENTS 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 LAHROP, PARCELS A THROUGH C FOR PURPOSES OF OPEN SPACE, INCLUDING PUBLIC UTILITIES, STORM DRAIN FACILITIES, SANITARY SEWER FACILITIES, FENCE MAINTENANCE, AND APPOINTMENTS THEREOF, 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 3, 5, 13, 20, 27, 28, 36, 40, 44 AND 62, 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 LAHROP

OWNER: RIVER ISLANDS STAGE 2B, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY \_\_\_\_\_ NAME \_\_\_\_\_ DATE \_\_\_\_\_  
SUSAN BELLOROSSO  
PRESIDENT

**TRUSTEE'S STATEMENT**

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

OLD REPUBLIC TITLE COMPANY, AS TRUSTEE, UNDER THE DEED OF TRUST RECORDED DECEMBER 22, 2016, DOCUMENT NUMBER 2016-046025, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, AND AS AMENDED IN DOCUMENT RECORDED DECEMBER 26, 2017 AS DOCUMENT NUMBER 2017-046025, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

BY \_\_\_\_\_ NAME \_\_\_\_\_  
\_\_\_\_\_

**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 \_\_\_\_\_, 2022, 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/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

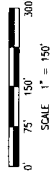
SIGNATURE \_\_\_\_\_  
NAME (PRINT) \_\_\_\_\_  
PRINCIPAL COUNTY OF BUSINESS \_\_\_\_\_  
MY COMMISSION NUMBER \_\_\_\_\_  
MY COMMISSION EXPIRES \_\_\_\_\_





# TRACT 4092 RIVER ISLANDS - STAGE 2B VILLAGE GG2

A PORTION OF RANCHO EL PESQUERO, BEING  
A SUBDIVISION OF MAP 143, FILED OCTOBER 13, 1977,  
CITY OF LAHORE, SAN JOAQUIN COUNTY, CALIFORNIA  
DECEMBER 2021



## LEGEND

- ⊙ MONUMENT TO BE SET
- ⊙ FOUND MONUMENT PER (R1)
- ⊙ FOUND MONUMENT PER (R2)
- FOUND 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788" PER (R1) AND (R2)
- ▲ 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)
- (R1)
- (M-B)
- (M-M)
- MONUMENT TO BOUNDARY
- MONUMENT TO MONUMENT
- (CL INTX-M)
- RADIAL BEARING
- TOTAL
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## NOTES

1. SEE SHEET 2 FOR REFERENCES

## BASIS OF BEARINGS

THE BEARINGS OF NORTH 37°55'54" EAST BETWEEN FOUND MONUMENTS ALONG WALERA DRIVE AS SHOWN ON TRACT 4032 FILED OCTOBER 8, 2020, IN BOOK 43, 08 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

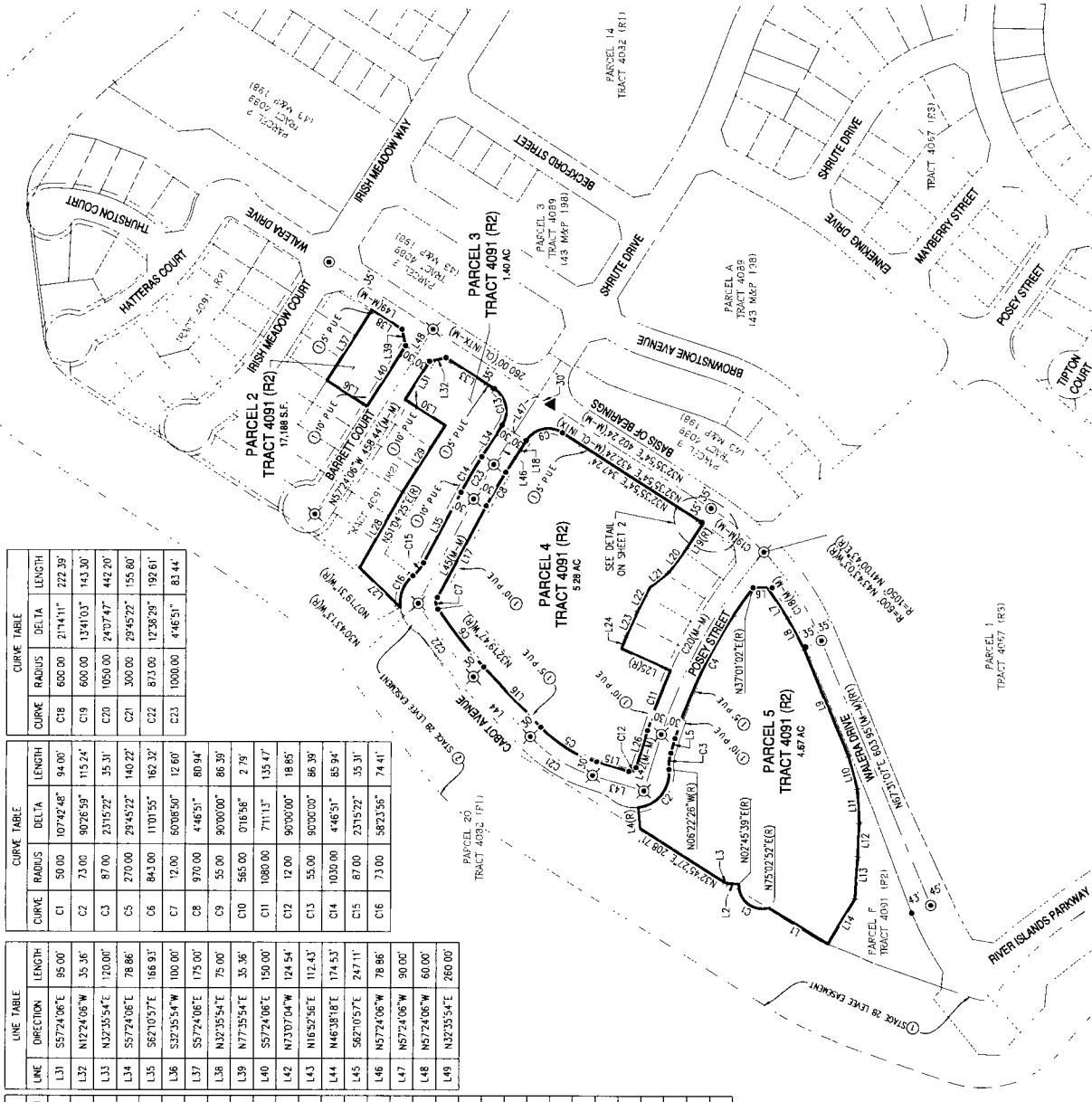
1. PUBLIC UTILITY EASEMENT PER TRACT 4091, FILED OCTOBER 29, 2021 IN BOOK 43 OF MAPS AND PLATS, PAGE 197, S.J.C.R.
2. STAGE 2B LEASE EASEMENT IN FAVOR OF ISLAND RECLAMATION DISTRICT 2062 PER DN 2019-060095, S.J.C.R.

LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEET 3 ONLY

LINE TABLE		CURVE TABLE	
LINE	DIRECTION	LENGTH	CURVE
L1	N30°59'13"E	144.16'	C18
L2	S2°45'39"W	23.35'	C19
L3	S22°36'23"W	6.51'	C20
L4	N84°04'33"E	43.55'	C21
L5	N73°07'04"W	31.37'	C22
L6	N0°01'43"E	30.36'	C23
L7	S56°39'24"W	76.29'	
L8	N61°43'29"E	73.46'	
L9	N67°31'07"E	244.26'	
L10	N74°43'06"E	71.90'	
L11	S66°28'28"W	71.38'	
L12	N87°37'13"W	71.25'	
L13	N66°24'42"W	89.05'	
L14	N59°00'47"W	110.00'	
L15	N16°52'36"E	70.43'	
L16	N46°38'18"E	174.53'	
L17	S67°10'57"E	223.19'	
L18	S57°24'06"E	78.86'	
L19	S57°07'08"E	61.10'	
L20	N64°00'30"W	63.13'	
L21	N38°49'02"W	51.93'	
L22	N63°05'46"W	57.43'	
L23	N66°09'46"W	57.00'	
L24	N67°44'57"W	26.12'	
L25	N24°04'09"E	112.55'	
L26	N73°07'04"W	82.54'	
L27	S44°02'44"W	119.22'	
L28	N60°28'16"W	181.45'	
L29	S57°24'06"E	166.00'	
L30	N32°35'54"E	100.00'	

CURVE TABLE		CURVE TABLE	
CURVE	RADIUS	DELTA	LENGTH
C1	50.00	107°42'48"	94.00'
C2	73.00	90°26'59"	115.24'
C3	97.00	23°15'22"	35.31'
C4	270.00	29°45'22"	140.22'
C5	843.00	11°01'55"	162.32'
C6	12.00	60°08'50"	12.60'
C7	970.00	4°46'51"	80.94'
C8	55.00	90°00'00"	66.39'
C9	565.00	01°16'58"	2.79'
C10	10880.00	7°11'13"	135.47'
C11	12.00	90°00'00"	18.85'
C12	35.00	90°00'00"	66.39'
C13	1030.00	4°46'51"	85.94'
C14	67.00	23°15'22"	35.31'
C15	73.00	58°23'56"	74.41'

CURVE TABLE		CURVE TABLE	
CURVE	RADIUS	DELTA	LENGTH
C18	600.00	217°14'11"	272.39'
C19	600.00	134°10'33"	143.30'
C20	1050.00	24°07'47"	442.20'
C21	300.00	29°45'22"	156.80'
C22	873.00	12°38'29"	192.61'
C23	1000.00	4°46'51"	81.44'

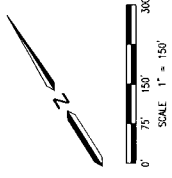


# TRACT 4092

## RIVER ISLANDS - STAGE 2B

### VILLAGE GG2

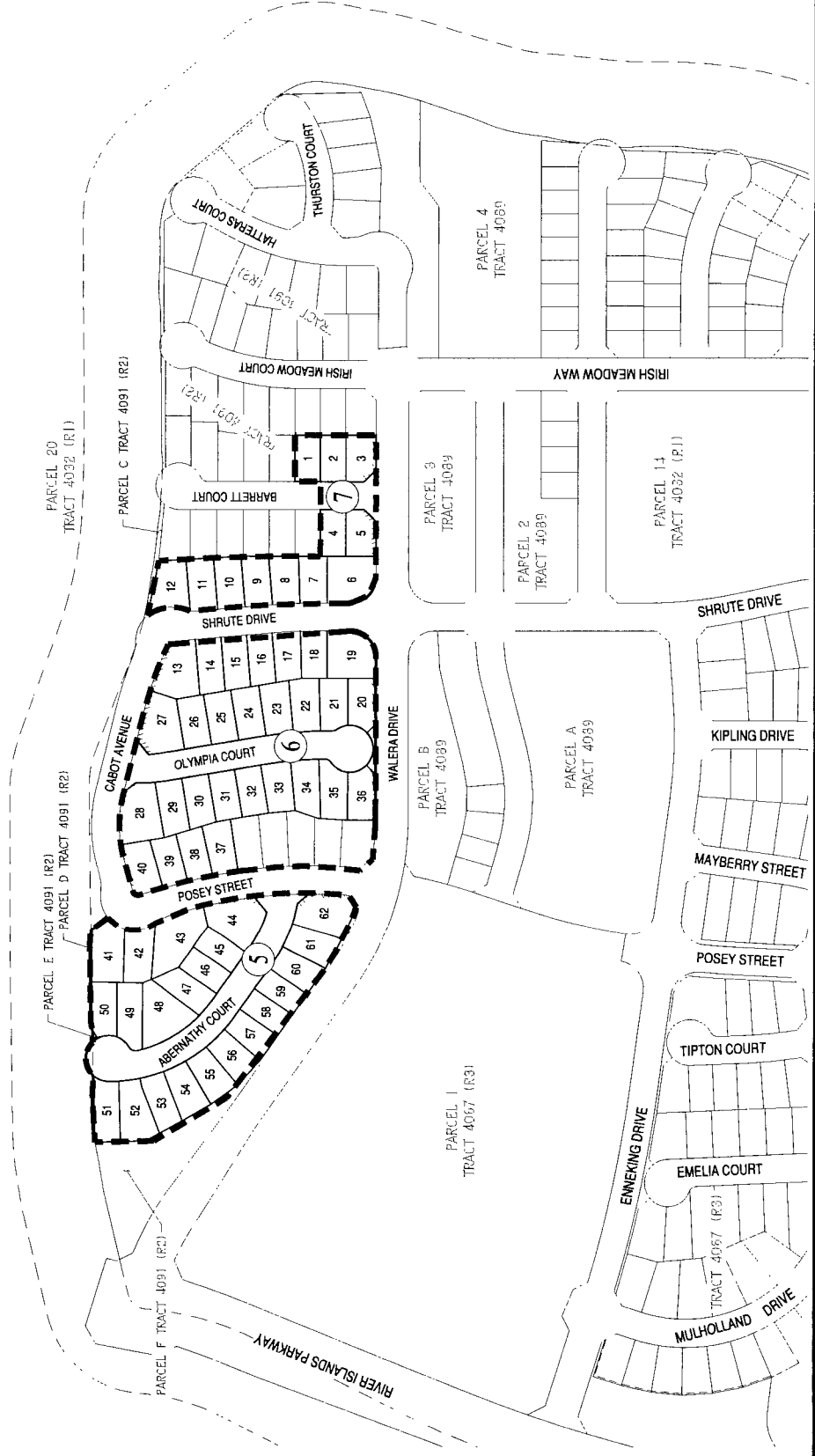
A PORTION OF RANCHO EL PESCADERO, BEING  
 A SUBDIVISION OF PARCELS 2, 3, 4 AND 5 OF TRACT 4091 (43 MAP 197)  
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
 DECEMBER 2021



#### LEGEND

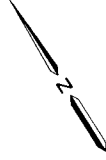
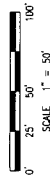
- BOUNDARY
- LOT LINE
- EXISTING ROADWAY EASEMENT
- SHEET NUMBER
- SHEET LIMIT LINE
- RESTRICTED ACCESS

7



# TRACT 4092 RIVER ISLANDS - STAGE 2B VILLAGE GG2

A PORTION OF RANCHO EL PESQUERO, BEING  
A SUBDIVISION OF PARCELS 20, 40, 41, 42, 43 MAP 197)  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
DECEMBER 2021

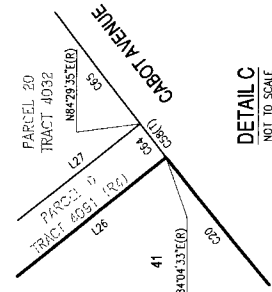


## MONUMENTATION NOTES

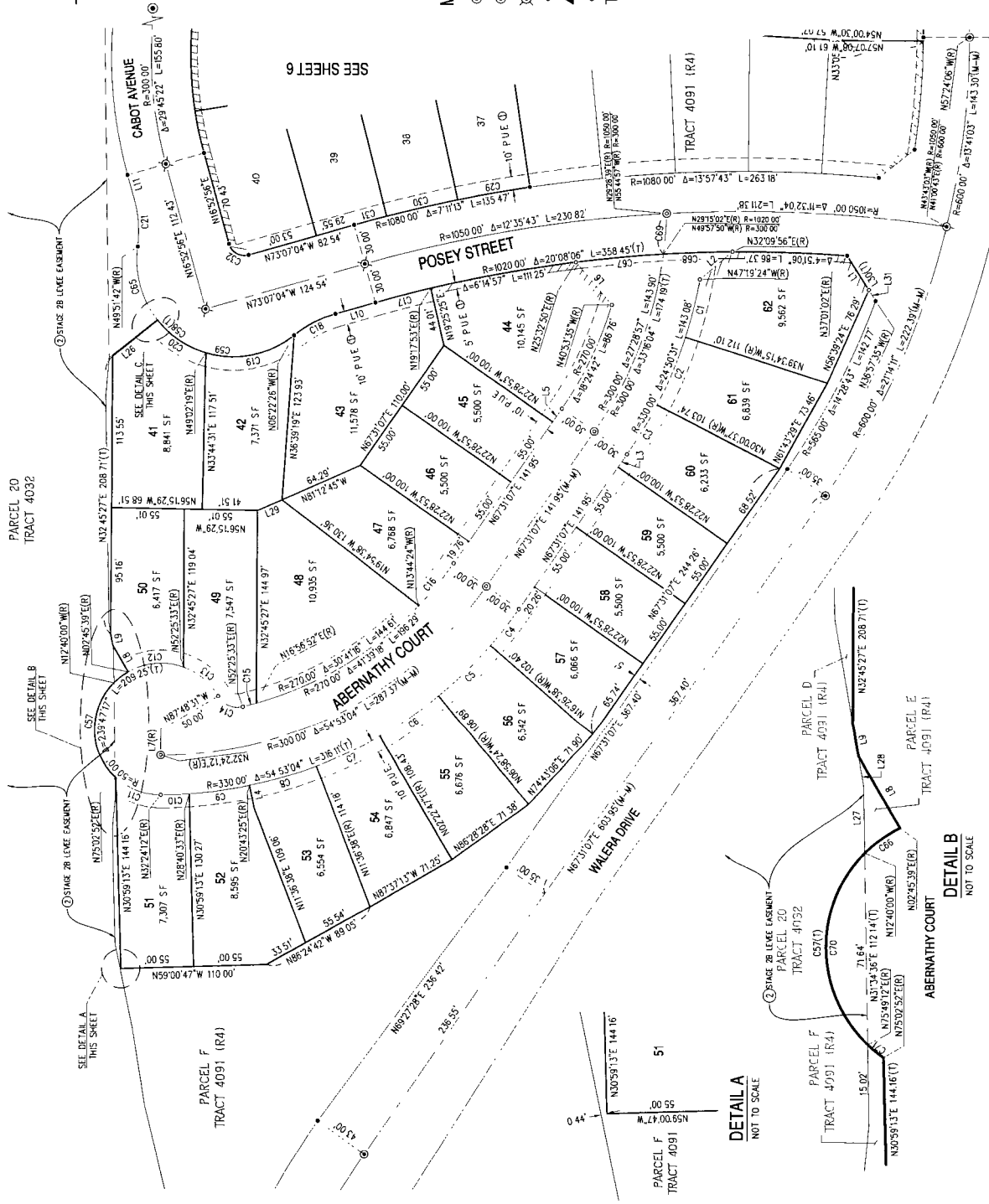
- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ FOUND MONUMENT PER TRACT 4032 (R1)
- ⊙ FOUND MONUMENT PER TRACT 4068 (R2)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1) AND (R2)
- ▲ 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R1)
- SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- T SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED) SET 1/2" 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 4 FOR BASIS OF BEARINGS AND LEGEND
- 4 SEE SHEET 5 FOR EASEMENTS



**DETAIL C**  
NOT TO SCALE

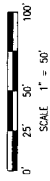


**DETAIL A**  
NOT TO SCALE

**DETAIL B**  
NOT TO SCALE

# TRACT 4092 RIVER ISLANDS - STAGE 2B VILLAGE GG2

A PORTION OF PARCHIO, EL PESCADERO, BRING  
A SUBDIVISION OF PARCELS 2, 3, 4 AND 5 OF TRACT 4091 (43 MAP 197)  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
DECEMBER 2021

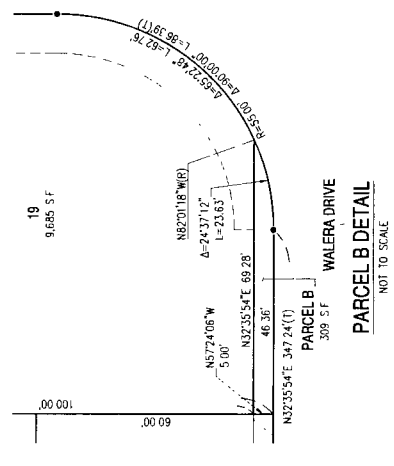
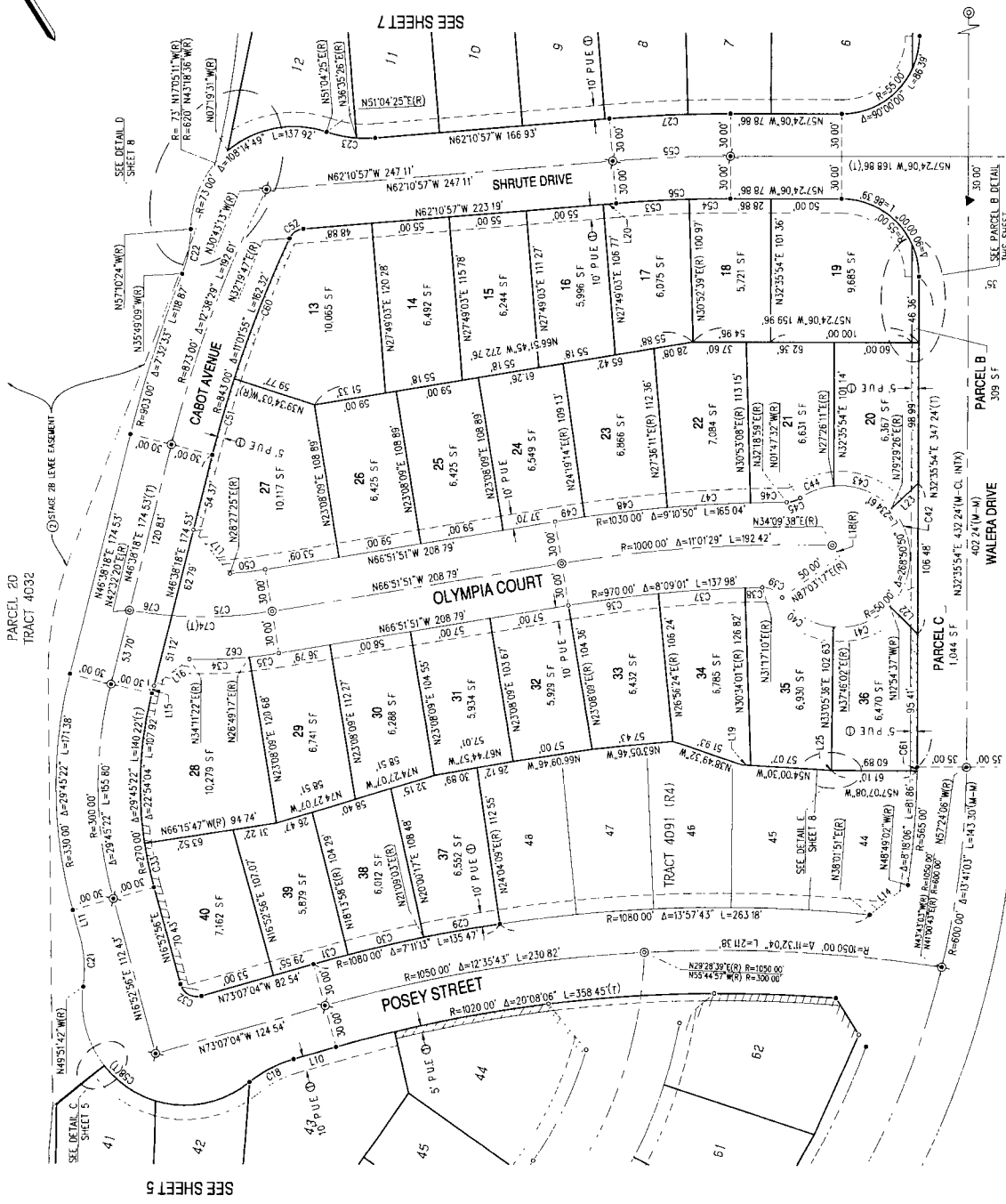


## MONUMENTATION NOTES

- ⊙ 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 3 FOR REFERENCES
2. SEE SHEET 4 FOR EASEMENTS
3. SEE SHEET 8 FOR LINE AND CURVE TABLES
4. SEE SHEET 3 FOR EASEMENTS

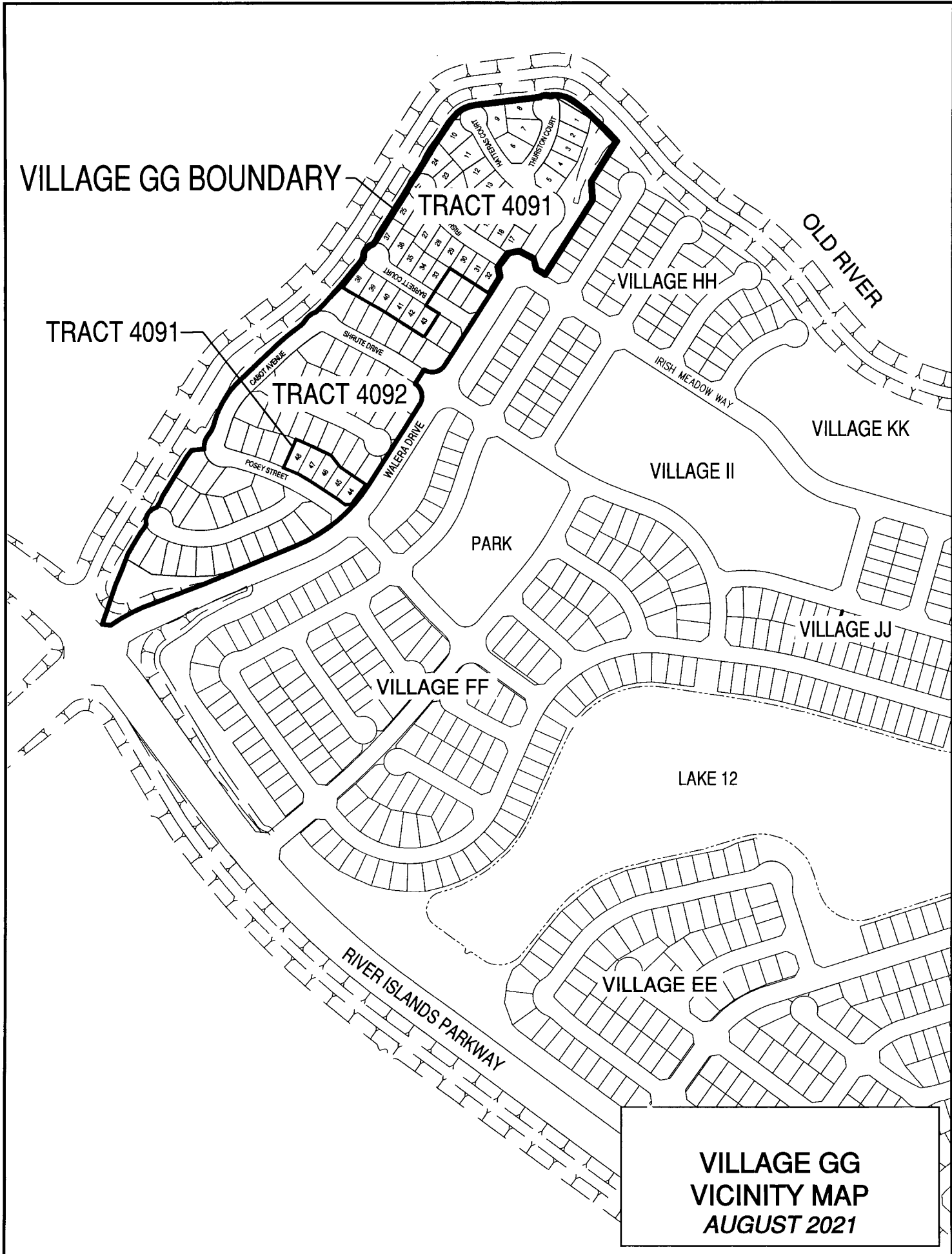






**EXHIBIT "B"**

**TRACT 4092 VILLAGE "GG2" AREA**



**VILLAGE GG  
VICINITY MAP  
AUGUST 2021**



## 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**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
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.

<b>Name Of Person(s) Or Organization(s)</b>
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.

**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
<b>TOTAL COST TO COMPLETE \$</b>					<b>221,400.00</b>

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
<b><u>ROADWAY</u></b>					
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
<b><u>STORM DRAIN</u></b>					
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
<b><u>SANITARY SEWER</u></b>					
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
<b><u>WATER SUPPLY</u></b>					
30	8" Water Line (including all appurtenances)	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
<b><u>NON-POTABLE WATER</u></b>					
38	10" Non-Potable Water Line (including all appurtenances)	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
<b>TOTAL CONSTRUCTION COST (nearest \$1,000)</b>					<b>\$ 2,469,000.00</b>
<b>COST PER LOT</b>					<b>\$ 22,445.00</b>

## 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)**

January 10, 2022

**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 4092; Escrow No. 1214022362**

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 June 30, 2022, 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 December 31, 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 4092, 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 Abernathy 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.

**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 **\$39,104.00**, 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 **11.75** 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](mailto:sdelloso@riverslands.com)); (b) Debbie Belmar ([dbelmar@riverislands.com](mailto:dbelmar@riverislands.com)); (c) Brad Taylor ([btaylor@ci.lathrop.ca.us](mailto:btaylor@ci.lathrop.ca.us)); (d) Salvador Navarrete ([snavarrete@ci.lathrop.ca.us](mailto:snavarrete@ci.lathrop.ca.us)); (e) Glenn Gebhardt ([ggebhardt@ci.lathrop.ca.us](mailto:ggebhardt@ci.lathrop.ca.us)), (f) Sandra Lewis ([slewis@ci.lathrop.ca.us](mailto: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](mailto:sdelloso@riverslands.com)), Debbie Belmar ([dbelmar@riverislands.com](mailto:dbelmar@riverislands.com)), Glenn Gebhardt ([ggebhardt@ci.lathrop.ca.us](mailto:ggebhardt@ci.lathrop.ca.us)), Brad Taylor ([btaylor@ci.lathrop.ca.us](mailto:btaylor@ci.lathrop.ca.us)), Sandra Lewis ([slewis@ci.lathrop.ca.us](mailto:slewis@ci.lathrop.ca.us)), Teresa Vargas ([tvargas@ci.lathrop.ca.us](mailto:tvargas@ci.lathrop.ca.us)), Sarah Pimentel ([spimentel@ci.lathrop.ca.us](mailto:spimentel@ci.lathrop.ca.us)), and Jose Molina ([JMolina@sigov.org](mailto: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

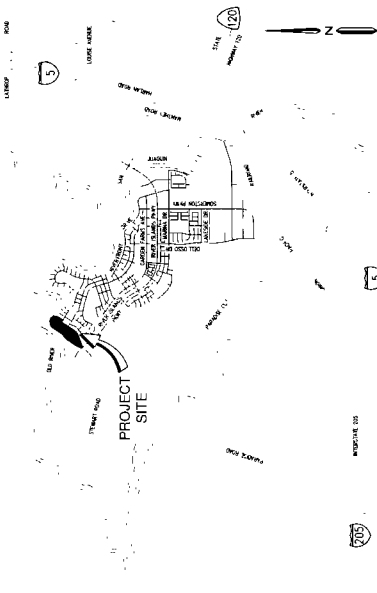
By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

TRACT 4092
RIVER ISLANDS - STAGE 2B
VILLAGE GG2

A SUBDIVISION OF PARCELS 2, 3, 5, 13, 20, 27, 28, 36, 40, 44 AND 62, BEING TRACT 4092, CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA, DECEMBER 2021.



VICINITY MAP
NOT TO SCALE

OWNER'S STATEMENT

THE UNDERSIGNED, DOES HEREBY STATE THAT THEY ARE THE OWNERS OF OR HAVE RECORD TITLE INTEREST IN THE LAND DESCRIBED AND EMPRACED WITHIN THE BOUNDARY LINE OF THE HEREIN EMBODIED INSTRUMENT AND EMPRACED WITHIN THE BOUNDARY LINE OF THE HEREIN EMBODIED INSTRUMENT, 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 ABERNATHY COURT AND OLYMPIA 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.P.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 C FOR PURPOSES OF OPEN SPACE, INCLUDING PUBLIC UTILITIES, STORM DRAIN FACILITIES, SANITARY SEWER FACILITIES, FENCE MAINTENANCE, AND APURTENANCES THEREOF, FOR THE BENEFIT OF THE PUBLIC, AS SHOWN ON THIS FINAL MAP.
THE UNDERSIGNED DOES HEREBY RELINQUISH TO THE CITY OF LATHROP ALL ABUTTERS' RIGHT OF ACCESS TO LOTS 3, 5, 13, 20, 27, 28, 36, 40, 44 AND 62, ALONG THE LOT LINES AS INDICATED BY THE SYMBOL [diagonal lines] 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.

OWNER: RIVER ISLANDS STAGE 2B, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: SUSAN DELLOSSO, DATE:
PRESIDENT

TRUSTEE'S STATEMENT

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 2017-046605, AND AS AMENDED IN DOCUMENT RECORDED APRIL 13, 2020 AS DOCUMENT NUMBER 2020-046605, 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 PUBLIC, PERSONALLY APPEARED, 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(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:

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 4092, RIVER ISLANDS-STAGE 2B, VILLAGE GG2", CITY OF LATHROP, CALIFORNIA, CONSISTING OF EIGHT (8) SHEETS, THIS STATEMENT WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A MEETING THEREOF, HELD ON [DATE], AT [LOCATION], WHERE SAID CITY COUNCIL HAS PASSED AND ADOPTED SAID MAP, AND SAID RESOLUTION NO. [NUMBER], ONLY PASSED AND ADOPTED AT SAID MEETING. APPROVE SAID MAP, AND AUTHORIZED ITS RECORDED, AND ACCEPTED ON BEHALF OF THE CITY OF LATHROP, FOR PUBLIC USE, THE RELINQUISHMENT OF ACCESS RIGHTS TO LOTS 3, 5, 13, 20, 27, 28, 36, 40, 44 AND 62, ALONG THE LOT LINES AS INDICATED BY THE SYMBOL [diagonal lines], THE DEDICATION OF GROUND WATER RIGHTS, THE DEDICATION OF ALL PUBLIC UTILITY EASEMENTS, PARCELS A THROUGH C IN FEE, 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 OF THE CITY OF LATHROP MUNICIPAL CODE.

I FURTHER STATE THAT ALL BONDS AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN MAP, IF APPLICABLE, HAVE BEEN APPROVED BY THE CITY COUNCIL OF LATHROP AND FILED IN MY OFFICE.

TERESA VARGAS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA.

ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE)

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }
COUNTY OF SAN JOAQUIN }

ON PUBLIC, PERSONALLY APPEARED, 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(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 271389.1, DOCUMENT RECORDED IN CONNECTION WITH A CONCURRENT TRANSFER SUBJECT TO THE IMPOSITION OF DOCUMENTARY TRANSFER TAX.

SECRETARY OF THE PLANNING COMMISSIONS STATEMENT

THIS MAP CONFORMS TO AMENDED VESTING TENTATIVE MAP NO. 6716 APPROVED BY THE PLANNING COMMISSION.

DATED THIS DAY OF 2021

MARK WEISSNER, COMMUNITY DEVELOPMENT DIRECTOR, CITY OF LATHROP.

CITY ENGINEER'S STATEMENT

I, GLENN GERHARDT, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA, AND THAT I HAVE EXAMINED THIS FINAL MAP OF TRACT 4092, RIVER ISLANDS-STAGE 2B, VILLAGE GG2, CITY OF LATHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE AMENDED VESTING TENTATIVE MAP NO. 6716, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA STATE SUBDIVISION MAP ACT AND APPLICABLE ORDINANCES OF THE CITY OF LATHROP, AND ANY AMENDMENTS THEREOF, APPLICABLE AT THE TIME OF APPROVAL OF AMENDED VESTING TENTATIVE MAP.

DATED THIS DAY OF 2021

GLENN GERHARDT, R.C.E. 34881, CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA.



RECORDER'S STATEMENT

FILED THIS DAY OF 2021 AT IN BOOK OF MAPS AND PLATS, AT PAGE AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY. FEE: \$

STATE: BOSTO, LARDES, ASSISTANT-RECORDER-COUNTY CLERK, SAN JOAQUIN COUNTY, CALIFORNIA. BY: ASSISTANT/DEPUTY RECORDER

# TRACT 4092 RIVER ISLANDS - STAGE 2B VILLAGE GG2

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCELS 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

## CITY SURVEYOR'S STATEMENT

I, DARRYL A. ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4092, RIVER ISLANDS-STAGE 2B, VILLAGE GG2", 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 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 MAY 7, 2021 I HEREBY STATE ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2023, AND THAT THE MONUMENTS ARE, OR THAT THEY WILL BE, SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED TESTING/ITERATIVE MAP.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

DYLAN CRAWFORD, P.L.S. NO 7788



## RECITALS

1. PER TO LATHROP MUNICIPAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15.48.04, 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 INCONVENIENCE OR DISCOMFORT ARISING FROM THE LAWN AND PROPER USE OF AGRICULTURAL CHEMICALS AND SPRAYING AND FROM OTHER AGRICULTURAL ACTIVITIES, INCLUDING WITHOUT LIMITATIONS, CULTIVATION, PLOWING, AND ANIMALS FROM DEFECATION, AND OTHER ACTIVITIES WHICH MAY GENERATE DUST, SMOKE, NOISE, ODOR, RODENTS AND PESTS. BE AWARE ALSO, THAT THIS PROPERTY MAY BE LOCATED ADJACENT TO AGRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION. CONSEQUENTLY, DEPENDING ON THE LOCATION OF YOUR PROPERTY, 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" BY ENGEL, INCORPORATED, 10521 J. TOWLE, G.E. NO. 08777, AND G.E. NO. 08778, IS A PART OF THE PROJECT SUBJECT TO A QUILCLAIM DEED RECORDED OCTOBER 8, 2020 AS DOCUMENT NUMBER 2020-134309, SAN JOAQUIN COUNTY RECORDS FOR PORTIONS OF COHEN ROAD AND PARADISE ROAD.
3. TRACT 4092, RIVER ISLANDS-STAGE 2B, VILLAGE GG2, CONTAINS 62 RESIDENTIAL LOTS AND 3 LETTERED PARCELS CONTAINING 11.75 ACRES, MORE OR LESS INCLUDING ROADWAYS THAT ARE BEING DEDICATED BY THIS FINAL MAP, AS SHOWN ON THIS FINAL MAP (PLEASE REFER TO THE AREA TABLE BELOW).

TRACT 4092 AREA SUMMARY	
LOTS 1 THROUGH 62	9.983 AC±
STREET DEDICATIONS	1.725 AC±
PARCELS A THROUGH C	0.038 AC±
TOTAL	11.75 AC±

4. BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 1214022362--LR, DATED OCTOBER 22, 2021, PROVIDED BY OLD REPUBLIC TITLE COMPANY.
5. SUBJECT TO A QUILCLAIM DEED RECORDED OCTOBER 8, 2020 AS DOCUMENT NUMBER 2020-134309, SAN JOAQUIN COUNTY RECORDS FOR PORTIONS OF COHEN ROAD AND PARADISE ROAD.

## 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 4091, RIVER ISLANDS-STAGE 2B, VILLAGE GG1, FILED OCTOBER 29, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 197, S.J.C.R. (43 MAP 197)
- (R3) TRACT 4087, 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

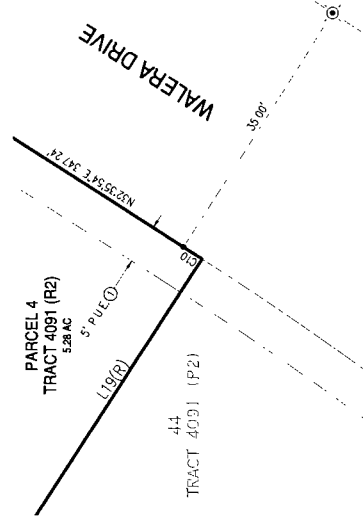
PURSUANT TO SECTION 66436 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:

1. RECLAIMED ISLANDS LAND COMPANY, RESERVATION FOR OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET PER DOCUMENT NUMBER 200-01040777, S.J.C.R.
2. INSTRUMENT FOR DISTRICT ZONING ORDINANCE NUMBER 2018-080905E, S.J.C.R.
3. PUBLIC UTILITY EASEMENT IN FAVOR OF THE CITY OF LATHROP PER TRACT 4091, FILED OCTOBER 29, 2021 IN BOOK 43 OF MAPS AND PLATS, PAGE 197, 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 C, 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 THERE IS NO CONFORMING ZONING OR OTHER REGULATORY ACTION 084775 THE SAME PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST.



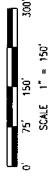
PARCEL 4 DETAIL (FROM SHEET 3)

NOT TO SCALE



# TRACT 4092 RIVER ISLANDS - STAGE 2B VILLAGE GG2

A PORTION OF PANCHO EL PESQUERO, BEING  
A SUBDIVISION OF PARCELS 1, 2, 3 AND 4 (S.J.C.R. 13 MAP 197)  
CITY OF LAHORE, SAN JOAQUIN COUNTY, CALIFORNIA  
DECEMBER 2001



### LEGEND

- ⊙ MONUMENT TO BE SET
- ⊙ FOUND MONUMENT PER (R1)
- ⊙ FOUND MONUMENT PER (R2)
- FOUND 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788" PER (R1) AND (R2)
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 718" 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)
- (R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2
- (M-B) MONUMENT TO BOUNDARY
- (M-W) MONUMENT TO MONUMENT
- (CL INTX-M) CENTERLINE INTERSECTION TO MONUMENT
- (R) RADIAL BEARING
- (T) TOTAL
- (B) BOUNDARY
- DN DOCUMENT NUMBER
- PUE PUBLIC UTILITY EASEMENT
- WE WALL EASEMENT
- WC WITNESS CORNER
- LI/CI/PI LINE, CORNER, RADIAL LINE
- ① EASEMENT REFERENCE NUMBER

### NOTES

1. SEE SHEET 2 FOR REFERENCES

### BASIS OF BEARINGS

THE BEARING OF NORTH 37°55'42" EAST BETWEEN FOUND MONUMENTS ALONG WALTERA DRIVE AS SHOWN ON TRACT 4092 FILED OCTOBER 8, 2020, IN BOOK 43, 0P 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 HEREOF ARE GROUND DISTANCES.

### EASEMENTS

- ① PUBLIC UTILITY EASEMENT PER TRACT 4091, FILED OCTOBER 29, 2021 IN BOOK 43 OF MAPS AND PLATS, PAGE 197, S.J.C.R.
- ② STAGE 2B LEASE EASEMENT IN FAVOR OF ISLAND RECLAMATION DISTRICT 2062 PER DN 2019-060095, 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	N30°59'15"E	144.16'	C18	600.00	217°14'11"	222.39'
L2	S2°45'39"W	23.35'	C19	600.00	13°41'03"	143.30'
L3	S22°26'31"W	8.51'	C20	1050.00	24°07'47"	442.20'
L4	N84°04'33"E	43.55'	C21	300.00	29°45'22"	155.80'
L5	N73°07'04"W	31.37'	C22	875.00	12°38'29"	192.61'
L6	N07°01'43"E	30.36'	C23	1000.00	4°46'51"	83.44'
L7	S56°59'44"W	76.29'				
L8	N61°43'29"E	73.46'				
L9	N67°31'07"E	244.26'				
L10	N74°43'06"E	71.90'				
L11	S66°28'28"W	71.36'				
L12	N87°27'13"W	71.25'				
L13	N86°24'42"W	89.05'				
L14	N59°00'47"W	110.00'				
L15	N16°52'36"E	70.43'				
L16	N46°38'18"E	174.53'				
L17	S62°10'37"E	223.19'				
L18	S57°44'06"E	78.86'				
L19	S57°07'08"E	61.10'				
L20	N54°00'30"W	63.13'				
L21	N38°49'32"W	51.93'				
L22	N63°05'46"W	57.43'				
L23	N66°59'46"W	57.00'				
L24	N67°44'57"W	26.12'				
L25	N24°04'09"E	112.55'				
L26	N73°07'04"W	82.54'				
L27	S44°02'44"W	119.22'				
L28	N60°28'16"W	181.45'				
L29	S57°24'06"E	166.00'				
L30	N32°35'54"E	100.00'				

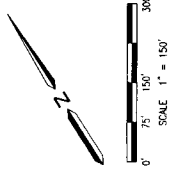


# TRACT 4092

## RIVER ISLANDS - STAGE 2B

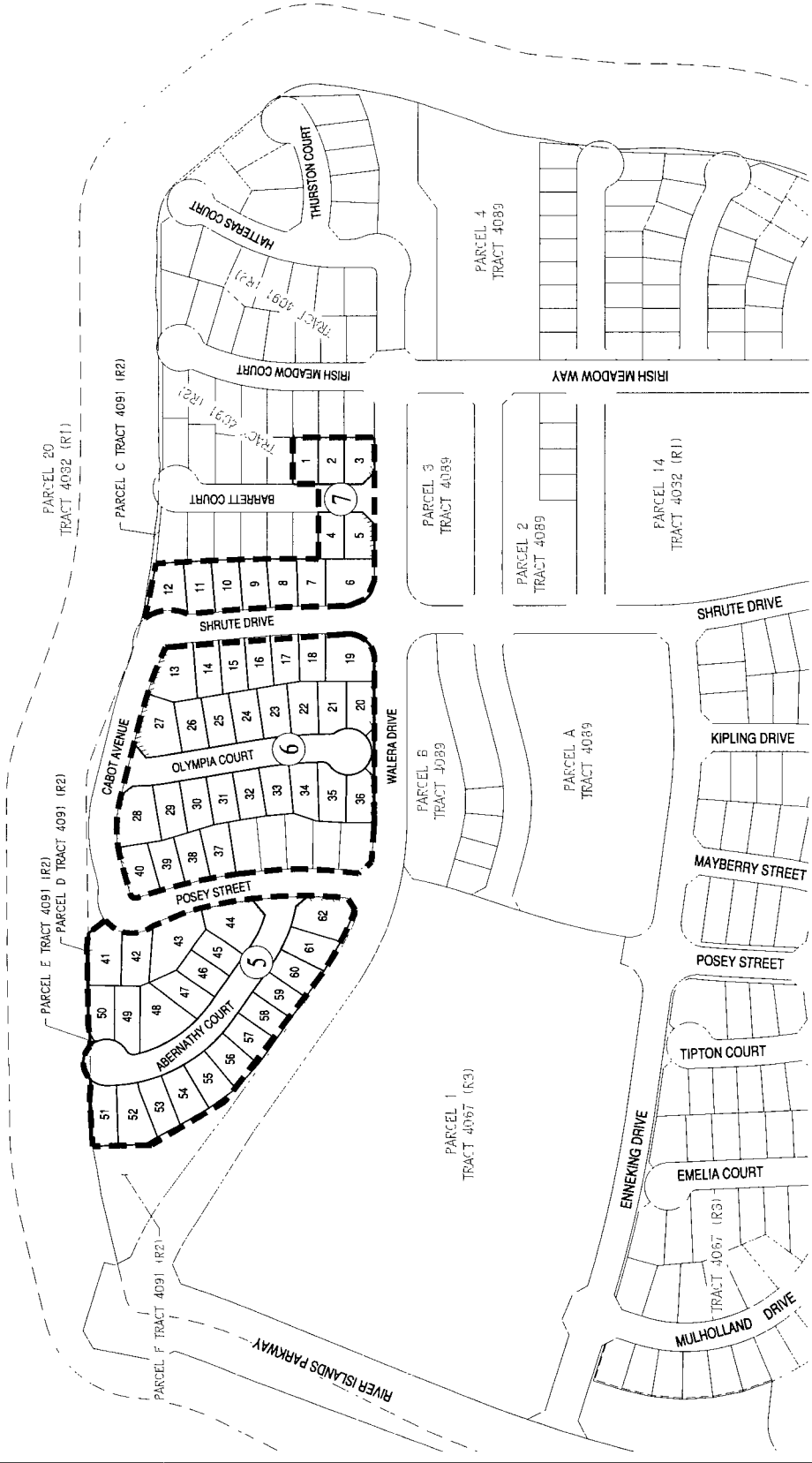
### VILLAGE GG2

A PORTION OF RANCHO EL PESQUERO, BEING  
 A SUBDIVISION OF PARCELS 2, 3, 4 AND 5 OF TRACT 4091 (AS MAP 197)  
 CITY OF LAHORE, SAN JOAQUIN COUNTY, CALIFORNIA  
 DECEMBER 2021



- LEGEND**
- BOUNDARY
  - LOT LINE
  - EXISTING ROADWAY EASIMENT
  - SHEET NUMBER
  - SHEET LIMIT LINE
  - RESTRICTED ACCESS

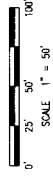
7





# TRACT 4092 RIVER ISLANDS - STAGE 2B VILLAGE GG2

A PORTION OF RANCHO EL PESCADERO, BEING  
A SUBDIVISION OF PARCELS 2, 3, 4 AND 5 OF TRACT 4091 (43 MAP 197)  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
DECEMBER 2021

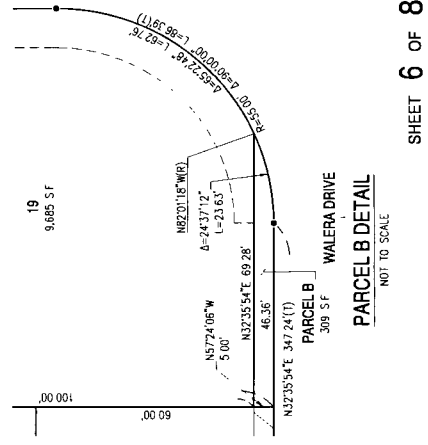
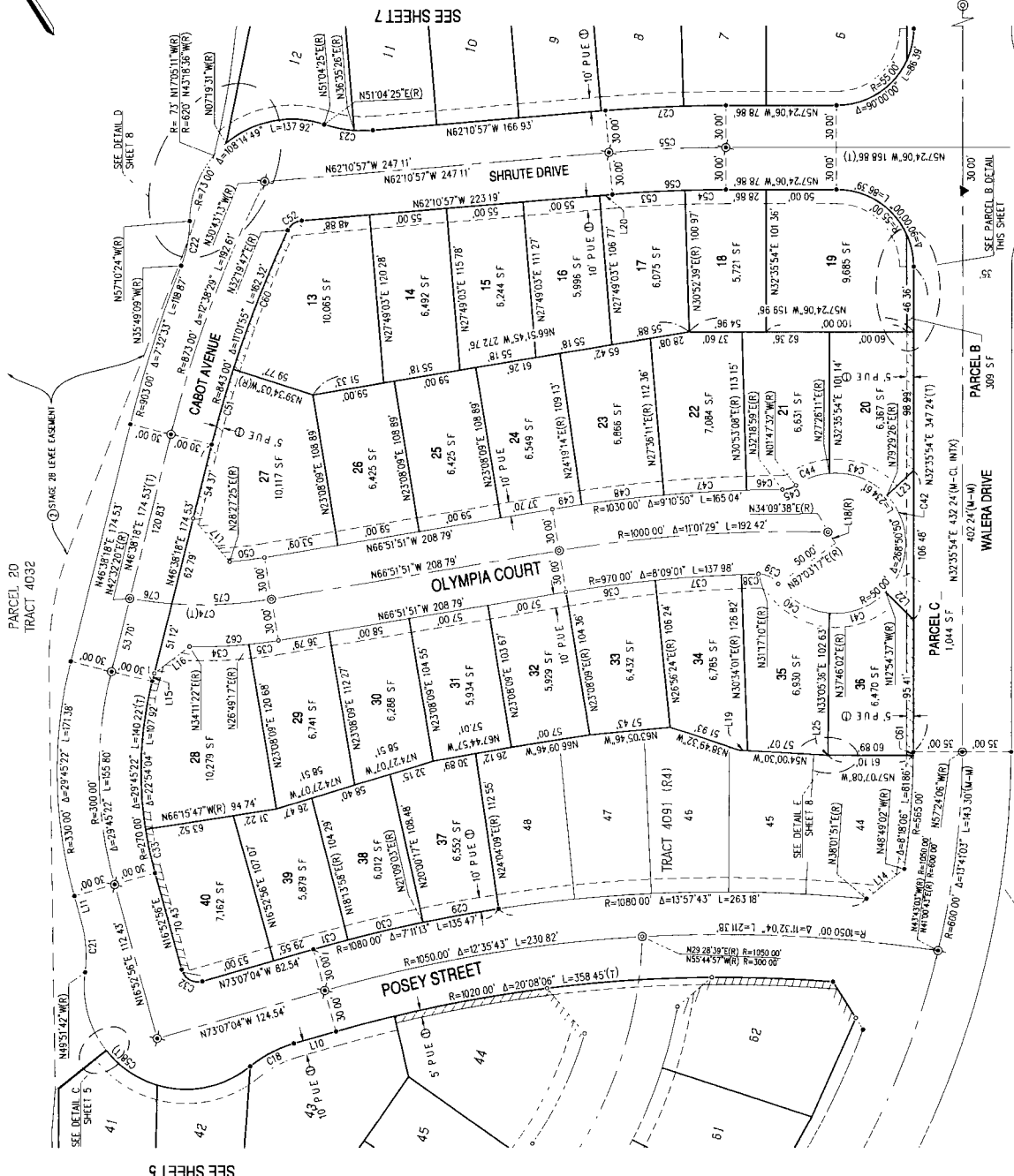


### MONUMENTATION NOTES

- ⊙ 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 5/8" x 24" REAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED) SET 1.17" BRASS DISK STAMPED "PLS 7788" ON SMOOK 1.00' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS

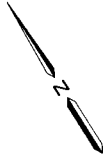
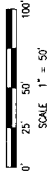
### NOTES

- 1 SEE SHEET 9 FOR REFERENCES
- 2 SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND
- 3 SEE SHEET 8 FOR LINE AND CURVE TABLES
- 4 SEE SHEET 3 FOR EASEMENTS



# TRACT 4092 RIVER ISLANDS - STAGE 2B VILLAGE GG2

A PORTION OF RANCHO EL PESCADERO, BEING  
A SUBDIVISION OF PARCELS 2, 3, 4 AND 5 OF TRACT 4091 (43 MAP 197)  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
DECEMBER 2021

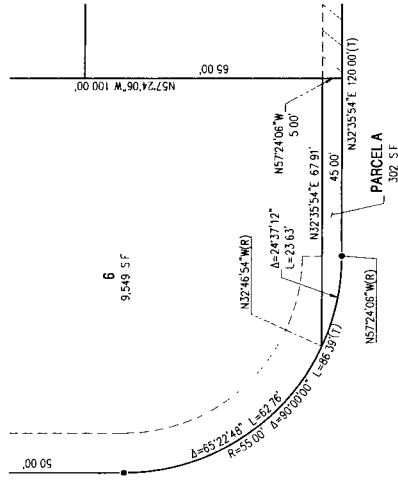


## MONUMENTATION NOTES

- ⊙ 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" PER (R1)
- SET 5/8" x 24" 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 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 8 FOR LINE AND CURVE TABLES
- 4 SEE SHEET 3 FOR EASEMENTS



PARCEL A  
302 SF  
WALERA DRIVE  
PARCEL A DETAIL  
NOT TO SCALE



SEE SHEET 6

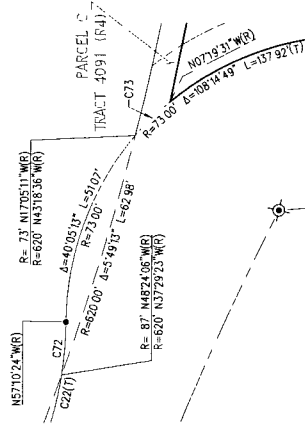
PARCEL B  
309 SF  
WALERA DRIVE  
PARCEL B DETAIL  
THIS SHEET

# TRACT 4092

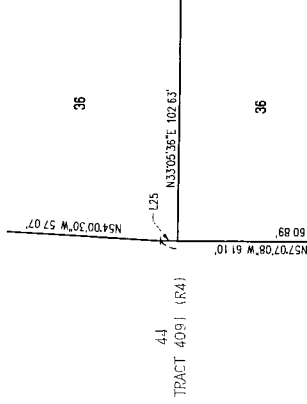
## RIVER ISLANDS - STAGE 2B

### VILLAGE GG2

A PORTION OF RANCHO EL PESCADERO, BEING  
A SUBDIVISION OF PARCELS 2, 3, 4, AND 5 OF TRACT 4091 (43 MAP 197)  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
DECEMBER 2021



DETAIL D  
NOT TO SCALE



DETAIL E  
NOT TO SCALE

LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 5 THROUGH 7 ONLY

LINE	DIRECTION	LENGTH
L1	S00°14'3\"/>	

LINE	DIRECTION	LENGTH
L21	S60°28'16\"/>	

CURVE	RADIUS	DELTA	LENGTH
C1	330.00	7°45'09\"/>	

CURVE	RADIUS	DELTA	LENGTH
C27	1030.00	4°46'51\"/>	

CURVE	RADIUS	DELTA	LENGTH
C53	970.00	3°03'36\"/>	

**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  
ABERNATHY COURT  
AND ADJACENT PUBLIC UTILITY EASEMENT  
BY AND BETWEEN THE  
CITY OF LATHROP  
AND  
ISLAND RECLAMATION DISTRICT NO. 2062**

This COMMON USE AGREEMENT FOR ABERNATHY COURT AND ADJACENT PUBLIC UTILITY EASEMENT, associated with Phase 1 of River Islands at Lathrop entered into on **January 10, 2022** ("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 Abernathy Court, a cul-de-sac within the River Islands at Lathrop Master Planned Community ("River Islands Site"), being developed by River Islands Stage 2B, LLC ("Owner").
- B. The Agreement also sets forth the process and includes a Grant Deed (included herein as Exhibit "B" to this Agreement) from the underlying fee property Owner, that will dedicate public utility easements (PUEs) adjacent to the rights of way of Abernathy Court that extend into the levee easement of the District.
- C. On May 31, 2018, the District recorded easements across properties owned by Califa, LLC, and Owner 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. Owner has proposed Tract 4092, 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 4092 contains Abernathy Court, a cul-de-sac with PUEs that extend into a portion of the existing Levee Easements ("Village GG Portion of Abernathy Court"), as depicted on 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 4092 and the dedication of right of way for the Village GG Portion of Abernathy 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 Abernathy Court right of way and PUEs located within portions of the Levee Easements ("Common Use Area") 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 depicted 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 Abernathy Court within the Common Use Area which is more particularly depicted 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 Abernathy 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 GG Portion of Abernathy 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 GG Portion of Abernathy 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 GG Portion of Abernathy 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. Owner shall, for public purposes, dedicate the PUEs via Grant Deed included and incorporated herein as Exhibit "B" to this Agreement, for Abernathy Court. This Grant Deed shall be recorded concurrently with the recordation of the Tract 4092 final map.

16. To the extent that the City's rights to its rights of way and/or PUEs for Abernathy 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

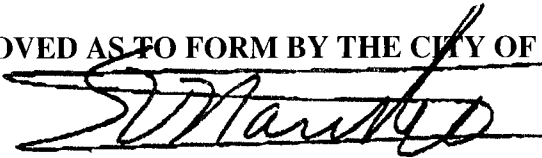
**ISLAND RECLAMATION DISTRICT**  
**NO. 2062 a California reclamation**  
**district**

By: \_\_\_\_\_  
Susan Dell'Osso, President

**ATTEST:**

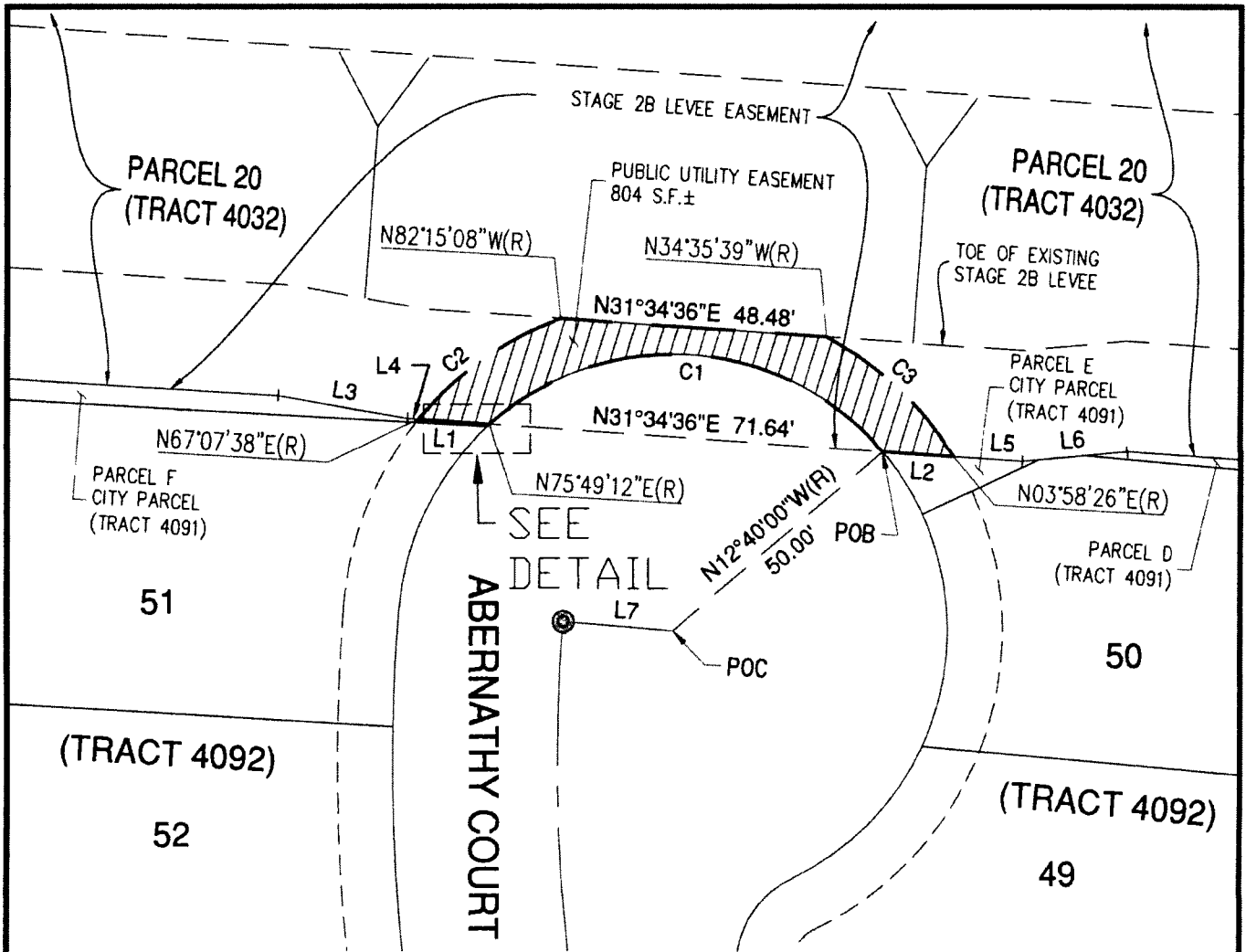
By: \_\_\_\_\_  
Teresa Vargas, City Clerk

**APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY:**

By:   
\_\_\_\_\_  
Salvador V. Navarrete, City Attorney

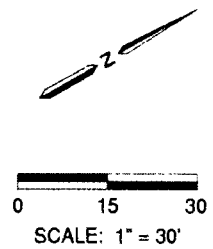
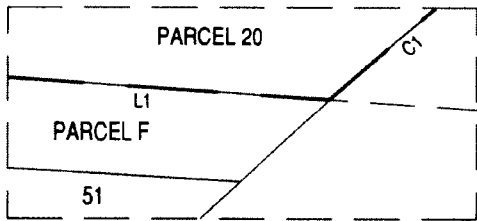
**EXHIBIT "A"**  
**COMMON USE AREA DEPICTION**

T:\25503-River Islands\DWG\FINAL MAPS\TRACT 4092 - VILLAGE GG2\EXHIBITS\25503-FM-TRACT 4092\_CUA.dwg bkoch 11:04:16 12/16/2021



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S31°34'36"W	13.00'
L2	S31°34'36"W	13.00'
L3	N37°59'49"E	23.90'
L4	N31°34'36"E	2.02'
L5	N31°34'36"E	12.48'
L6	N22°36'23"E	19.24'
L7	N32°24'12"E	20.00'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	50.00'	91°30'49"	79.86'
C2	60.00'	30°37'13"	32.07'
C3	60.00'	30°37'13"	32.07'



- 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:	DEC. 16, 2021
JOB NO.:	25503		
FILE:	25503-FM-TRACT 4092_CUA.DWG		

**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 4092)**

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 January \_\_, 2022.

**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 EASEMENT  
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 (ABERNATHY 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 ABERNATHY COURT CUL DE SAC AS SHOWN ON THE MAP ENTITLED "TRACT 4092, RIVER ISLANDS-STAGE 2B, VILLAGE GG2" FILED \_\_\_\_\_, 2021, IN BOOK \_\_\_ OF MAPS AND PLATS, AT PAGE \_\_\_\_, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY;

THENCE, ALONG A RADIAL BEARING OF NORTH 12°40'00" WEST, A DISTANCE OF 50.00 FEET TO AN ANGLE POINT IN THE EASTERLY LINE OF SAID PARCEL 20, ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT;

THENCE ALONG SAID EASTERLY LINE OF PARCEL 20, ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 12°40'00" EAST, THROUGH A CENTRAL ANGLE OF 91°30'49", AND AN ARC DISTANCE OF 79.86 FEET;

THENCE, CONTINUING ALONG SAID EASTERLY LINE OF PARCEL 20, SOUTH 31°34'36" WEST, A DISTANCE OF 13.00 FEET;

THENCE, LEAVING SAID EASTERLY 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 67°07'38" EAST, THROUGH A CENTRAL ANGLE OF 30°37'13", AND AN ARC DISTANCE OF 32.07 FEET TO THE TOE OF THE EXISTING STAGE 2B LEVEE;

THENCE, ALONG SAID LEVEE TOE, NORTH 31°34'36" EAST, A DISTANCE OF 48.48 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 34°35'39" EAST, THROUGH A CENTRAL ANGLE OF 30°37'13", AND AN ARC LENGTH OF 32.07 FEET TO THE EASTERLY LINE OF SAID PARCEL 20;

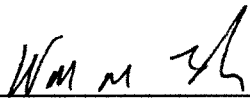
THENCE, ALONG SAID EASTERLY LINE, SOUTH 31°34'36" WEST, FOR A DISTANCE OF 13.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 804 SQUARE FEET, MORE OR LESS.

PLAT OF THE ABOVE DESCRIBED EASEMENT IS ATTACHED HERETO AS EXHIBIT B AND BY THIS REFERENCE MADE A PART HEREOF.

END DESCRIPTION

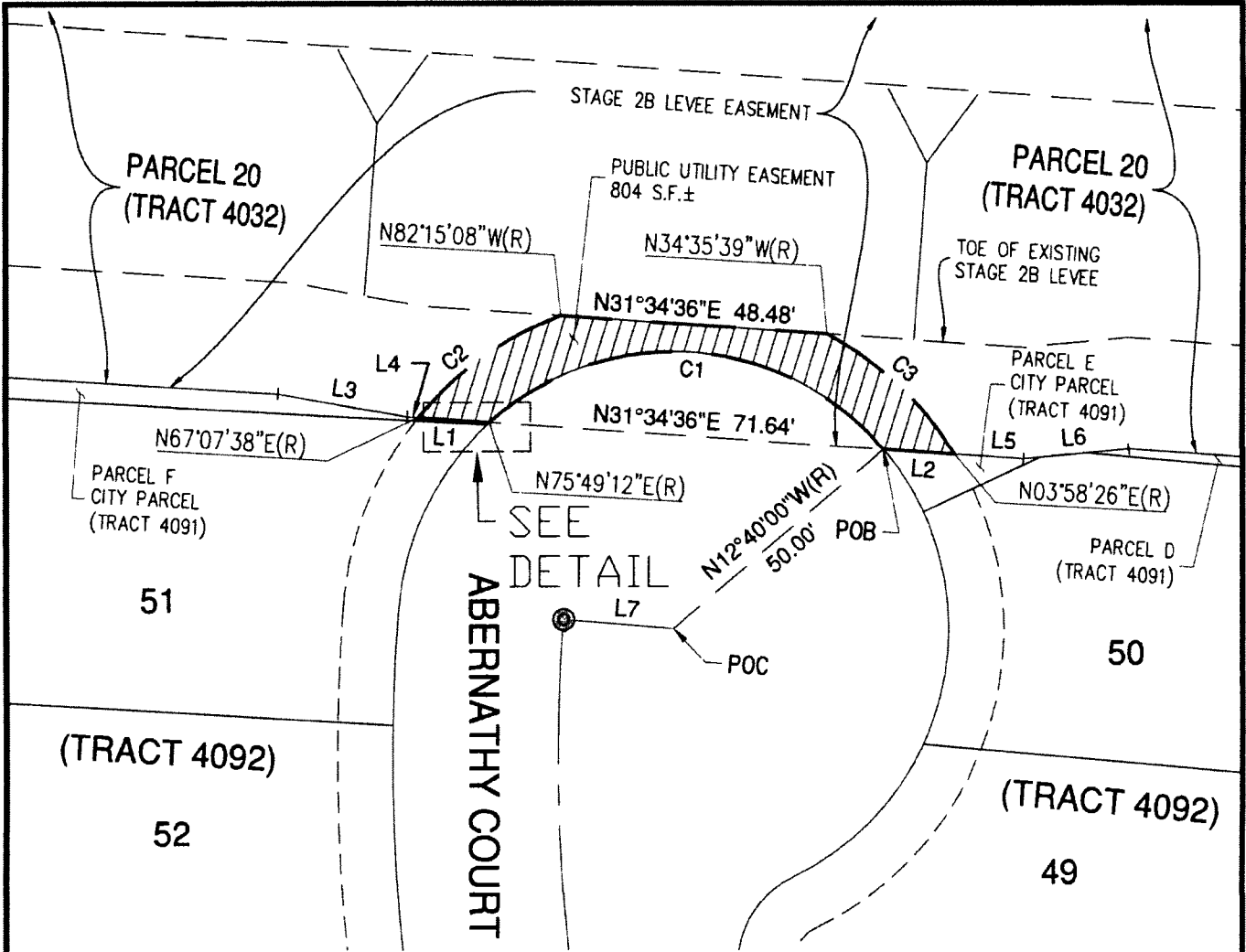
THIS DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYOR'S ACT.

  
\_\_\_\_\_  
WILLIAM M. KOCH  
PROFESSIONAL LAND SURVEYOR  
CALIFORNIA NO. 8092



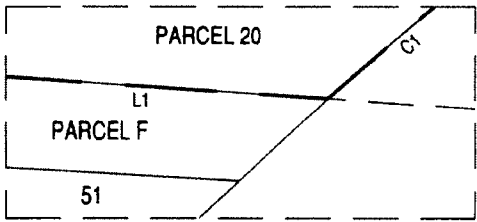
12/16/2021  
DATE

T:\25503--River Islands\DWG\FINAL MAPS\TRACT 4092-- VILLAGE CG2\EXHIBITS\25503--FM--TRACT 4092\_CUA.dwg bkech 11:04:16 12/16/2021

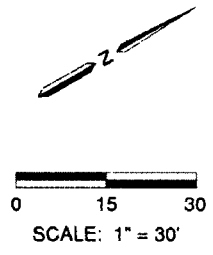


LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S31°34'36"W	13.00'
L2	S31°34'36"W	13.00'
L3	N37°59'49"E	23.90'
L4	N31°34'36"E	2.02'
L5	N31°34'36"E	12.48'
L6	N22°36'23"E	19.24'
L7	N32°24'12"E	20.00'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	50.00'	91°30'49"	79.86'
C2	60.00'	30°37'13"	32.07'
C3	60.00'	30°37'13"	32.07'



**DETAIL**  
NTS



- 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  
Modesto, CA 95350  
odellengineering.com

DESCRIPTION: COMMON USE AGREEMENT			
SCALE:	1" = 30'	DATE:	DEC. 16, 2021
JOB NO.:	25503		
FILE:	25503--FM--TRACT 4092_CUA.DWG		

**3**  
of  
**3**

## ITEM 5.1

### CITY MANAGER'S REPORT JANUARY 10, 2022 CITY COUNCIL REGULAR MEETING

**ITEM: APPROVAL OF RESOLUTION OF INTENTION TO ESTABLISH THE PROPOSED "MOSSDALE TRACT ENHANCED INFRASTRUCTURE FINANCING DISTRICT"**

**RECOMMENDATION: Adopt Resolution of Intention Proposing to Establish an Enhanced Infrastructure Financing District to Finance the Construction and/or Acquisition of Capital Improvements, Establish a Public Financing Authority (PFA), Appoint 2 Lathrop Council Members and 2 Public Members to the PFA and Authorize Certain Other Actions Related Thereto**

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#### **SUMMARY:**

After the City Council receives a briefing from the San Joaquin Area Flood Control Agency ("SJAFCA") staff and consultants, staff recommends that Council approve a resolution declaring its intention to cause the establishment of the proposed Mosssdale Tract Enhanced Infrastructure Financing District ("Mosssdale Tract EIFD") to finance the construction and/or acquisition of capital improvements, establish a Public Financing Authority (PFA), appoint two public members to the PFA Board, and authorize certain other actions related thereto, all in coordination with the Cities of Manteca and Stockton and San Joaquin County to help finance the necessary flood protection improvements that would provide a 200-year Urban Level of Flood Protection to the Mosssdale Tract Area.

#### **BACKGROUND:**

Senate Bill 5 ("SB5"), and related companion bills, created a new requirement for certain land use decisions made by cities and counties in the California Central Valley. Prior to approving discretionary land use decisions for non-residential projects, and prior to approving ministerial land use decisions (building permits) for new residential buildings, land use agencies are required to make findings related to the provision of 200-year or Urban Level of Flood Protection ("ULOP"). As part of the City's efforts to comply with this requirement the City made findings of Adequate Progress toward the provision of ULOP 200-year flood protection in July 2016 and has validated these findings each year since the initial adoption based on an Annual Reports of Adequate Progress ("Annual Reports") submitted to the Central Valley Flood Protection Board ("Board"). Since 2018, the Annual Reports have been approved and submitted by SJAFCA to the Board subsequent to the City becoming a member of the SJAFCA JPA.

The Annual Reports describe the financing plan and the identified funding mechanisms that are being utilized to fund and implement the improvements necessary for ULOP.

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These funding mechanisms include:

- Net revenues from the existing RD 17 Assessment District financing the Phase 3 Levee Seepage Project that would be available after the completion of RD 17's project;
- a Regional Development Impact Fee Program;
- a new Overlay Assessment District (OAD) that would overlay the existing RD 17 Assessment; and,
- the proposed Mossdale Tract EIFD

The Council supported the implementation of a development impact fee program by initially establishing an Interim Fee prior to 2018 then supporting the implementation of a Regional Fee by SJAFCA. SJAFCA is currently working to evaluate and implement the proposed Overlay Assessment District. Finally, at this time, the Council is requested to start the formation process of the proposed Mossdale Tract EIFD.

Enhanced Infrastructure Financing Districts are districts that receive tax increment generated from the growth in property taxes collected from within a designated district boundary from certain entities that consent to an agreed upon allocation of their property tax revenues. EIFD's are new entities governed by the creation of a Public Finance Authority.

The City of Lathrop took the lead in the ULOP efforts in 2013 when it awarded contracts to prepare flood maps. The County and other agencies have asked Lathrop to take the lead once again by initiating the creation of the EIFD. Once Lathrop commences the process to create the Mossdale Tract EIFD, Manteca, Stockton and the County will take corresponding actions and the newly created Authority will move through the EIFD formation process. Final approval of the formation of the EIFD will come back to the City Council in the future after the requisite analyses and plans have been prepared and presented back to the Council for consideration as described further below.

EIFD Formation Process

California Government Code sections 53398.50–53398.88 (EIFD Law) enabled jurisdictions to consider formation of EIFDs as a means of using tax increment financing to fund a variety of eligible improvements with communitywide benefit. The details of how the EIFD accomplishes this goal are described in greater detail in the section below. An EIFD may be formed by resolution of the governing body of a City or a County proposing to dedicate all or a portion of its incremental property tax revenue to the EIFD.

The initial resolution adopted by the local agency commencing the formation an EIFD establishes a Public Financing Authority (PFA) that operates as the governing board of the district once the EIFD is fully formed. The PFA's membership is to consist of 2 members of the legislative body of each Affected Taxing Entity (ATE) and 2 members of the public chosen collectively by the legislative bodies of ATEs.

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In the case of the proposed Mossdale Tract Area EIFD, the EIFD is to have 4 ATEs, the City of Lathrop, the City of Manteca, the City of Stockton and San Joaquin County. Thus, the PFA will consist of 8 members from the respective ATEs and 2 public members, for a total of 10 members. The initial selection of the public membership will be selected by the City of Lathrop as part of this initial action. As previously reported to the Council in December, the City Clerk has advertised the public member positions (Attachment D) and the Council's action today will finalize the selection.

Subsequent to the formation of the PFA by a resolution of intention declaring the intent for the form the EIFD and establish the PFA by one of the ATE's, the PFA would meet a minimum 5 times to conduct the EIFD formation process. The series of 5 meetings, at a minimum will consist of the following:

1. At the first PFA meeting the PFA would adopt a resolution that would do the following:
  - a. Directs the preparation of an Infrastructure Financing Plan (IFP);
    - i. Among other things, the IFP contents would include a description of the facilities to be financed by the EIFD, a description of the boundary of the proposed EIFD, certain findings regarding the public benefit of the EIFD, and a financing section that identifies the amount of tax increment to allocated to the EIFD, projections of tax increment, projections of the fiscal impacts to each of ATE's and the details of the financing plan for the facilities.
  - b. Adopts conflict of interest code;
  - c. Sets regular meeting dates;
  - d. Adopts CEQA guidelines; and,
  - e. Adopts the EIFD formation procedures.
2. At the second meeting of the PFA, staff is to present the draft IFP, answer questions and consider comments on the draft IFP.
3. At the third meeting of the PFA, the PFA would conduct the First Noticed Public Hearing on the IFP.
4. At the fourth meeting of the PFA, the PFA would conduct the Second Noticed Public Hearing on the IFP.
5. Finally, subject to the approval of the IFP by each ATE after the fourth meeting (Second Public Hearing), and lack of sufficient protests requiring an election, the PFA would conduct a Third Public Hearing and after consideration of all written and oral protests consider adoption of Resolutions approving the IFP and forming the EIFD.

**JANUARY 10, 2022 CITY COUNCIL REGULAR MEETING****APPROVAL OF RESOLUTION OF INTENTION TO ESTABLISH THE PROPOSED  
"MOSSDALE TRACT ENHANCED INFRASTRUCTURE FINANCING DISTRICT"**EIFD Financing Plan

The Mossdale Tract Area EIFD will be funded from property tax increment revenues, which would be pledged, in conjunction with revenues from the proposed OAD, to repay bonds issued to fund construction of the improvements needed to achieve ULOP. The Mossdale Tract Area EIFD does not impose any new tax on property owners. The ATEs will participate in and contribute property tax increment revenues to the Mossdale Tract Area EIFD.

The financing plan for the Mossdale Tract Area EIFD has been the subject of discussions among the staff of the ATE's for many months and a conceptual plan has been prepared to support the initial formation efforts. While the plan will be the subject of the initial discussions of the PFA as described in the discussion of the formation process above, in general, the following describes the basic terms of how the EIFD will be allocated tax increment and assist in financing SJAFCA's Mossdale Tract Project.

The Mossdale Tract Area EIFD includes approximately 5,125.5 developable acres. Approximately 11,200 housing units and 33.1 million nonresidential building square feet are anticipated in the Mossdale Tract Area EIFD between the assumed Base Year of the EIFD (FY 2022 23) and buildout (2060). As development takes place throughout the basin, and as the assessed value of property increases over time, net new property taxes will be generated. As those taxes are allocated to the ATE's, a portion of the net new property taxes will be allocated to the Mossdale Tract EIFD. The amount that would otherwise be allocated to an ATE diverted to the Mossdale Tract EIFD will be the amount specified in the IFP prepared by the PFA and subject to approval by each of the ATE's prior to the Third Hearing of the PFA. The amount of Tax Increment allocated by each ATE will be subject to change over time as SJAFCA's ULOP Project is implemented. The proposed amount of Tax Increment that is reflected in the conceptual plan and expected to be presented to the PFA after formation is as follows:

- During the ULOP project construction projected, through 2029 (Initial Years), the City of Lathrop and the County each would contribute a flat rate of 10 percent, the City of Manteca would contribute 5 percent, and the City of Stockton would contribute 1 percent (Initial Base Rates).
- However, during the Initial Years, the County would contribute a total of 47 percent of property tax increment, composed of its Initial Base Rate of 10 percent, plus an additional 37 percent of property tax increment. The additional 37 percent would be defined as the County's Additional EIFD Contribution. This Additional Contribution would be subject to repayment by SJAFCA from future Regional Development Impact Fee revenues collected after 2029.
- Following the Initial Years, the maximum portion of the total property tax increment revenue allocation proposed to be apportioned, to the EIFD will be 20 percent until such time as the cost of eligible EIFD facilities has been satisfied.



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The revenues allocated to the EIFD would be transferred to SJAFCA to fund the ULOP Project initially on Pay-As-You go basis. To finance the construction of the ULOP Project, it is expected that SJAFCA would issue two separate series of debt. The first debt issuance would be secured by a pledge of OAD revenues and the second series would be secured by a combined pledge of OAD revenues and EIFD revenues pledged to SJAFCA.

This conceptual plan is subject to further analysis and approvals by the ATE's as well as property owners with respect the proposed OAD.

EIFD Analyses and Policy Considerations

*Additional Analyses*

As required by the relevant EIFD authorizing legislation, in addition to the financing plan and detailed description of the amount of property tax allocations from each of the ATE's, the IFP will present additional information and analysis that includes the following:

- a) A detailed description of the Boundary of the EIFD. The plan is to create a set of exhibits that will provide more detail than the Boundary identified as an Exhibit to the proposed resolution (Attachment C to this Staff Report) presented to the Council for approval.
- b) A description of the facilities to be financed by the EIFD
- c) A finding related to the communitywide benefit of the improvements and facilities financed by the EIFD.
- d) An analysis of the fiscal impacts to each of the ATE's associated with new development within the EIFD before and after the allocation of the property tax revenues to the EIFD.
- e) A plan for replacing any dwelling units that are proposed to be or might be removed as a result of the project.
- f) A statement of the goals the EIFD proposes to achieve for the project to be financed.

*Policy Considerations*

A significant amount of time has been spent preparing, reviewing and updating detailed analyses to address the fiscal impacts (specifically Item "d" above) of the proposed EIFD. From a policy perspective, the effective use of an EIFD as a tool for infrastructure finance necessitates there to be positive economic and fiscal impact to the community.

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An economic analysis completed in 2015 by the Center for Business and Policy Research at the Eberhardt School of Business concluded that the statewide total economic benefit of future development in the basin, which would only be able to move forward if the ULOP project is completed, at buildout, would be more than \$11 Billion and 66,000 jobs.<sup>1</sup>

In addition, analyses completed by SJAFCA's consultant team project that there are long positive fiscal impacts to each of the ATE's at buildout of the basin.

**NEXT STEPS**

At the meeting, staff and SJAFCA consultants will provide an overview of the proposed Mosssdale Tract EIFD. This presentation will discuss the approach to the EIFD, how it fits into the SJAFCA Mosssdale Tract program, the process for implementing the EIFD, a summary of the preliminary analyses completed to date and the next steps with respect to the City and PFA to advance the formation of the proposed EIFD. At the conclusion of the presentation, staff and Agency consultants will be available to answer any questions regarding the Program and will request that the City Council adopt the attached resolution. Applications for the Public Member positions on the PFA, included in this packet as Attachment D, were received at the time the agenda was published.

**REASON FOR RECOMMENDATION:**

After the City Council receives a briefing from the San Joaquin Area Flood Control Agency ("SJAFCA") staff and consultants, staff recommends that Council Appoint the follow representatives to the PFA: Paul Akinjo and Diane Lazard as the two current Lathrop representatives on the SJAFCA board, and two Public Members to be determined from the applications received from the public (subject to approval by the legislative bodies of the Participating Entities, and approve a resolution declaring its intention to cause the establishment of the proposed Mosssdale Tract Enhanced Infrastructure Financing District ("Mosssdale Tract EIFD") to finance the construction and/or acquisition of capital improvements, establish a Public Financing Authority, and authorize certain other actions related thereto, all in coordination with the Cities of Manteca and Stockton and San Joaquin County to help finance the necessary flood protection improvements that would provide a 200-year Urban Level of Flood Protection to the Mosssdale Tract Area.

**FISCAL IMPACT:**

There is no budget impact to the City as all costs are initially covered by SJAFCA, and ultimately by the EIFD.

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<sup>1</sup> Michael, J. Pogue, T., Ahsan, N., Neumann, J. (2015). *Economic Benefits of Investment to Comply with SB5 Requirements* (Page 16). Center for Business & Policy Research, Eberhardt School of Business, University of the Pacific.

**ATTACHMENTS:**

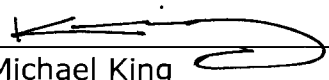
- A. Resolution of Intention Proposing to Establish and Enhanced Infrastructure Financing District to Finance the Construction and/or Acquisition of Capital Improvements, Establishing a Public Financing Authority, and Authorizing Certain Other Actions Related Thereto
- B. EIFD Boundary Map
- C. Description of Facilities & Development for EIFD
- D. Notice of Vacancy for Public Members on the Mosssdale Tract Enhanced Infrastructure Financing District Public Finance Authority
- E. Applications received to date for Public Members on the Mosssdale Tract Enhanced Infrastructure Financing District Public Finance Authority

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**APPROVAL OF RESOLUTION OF INTENTION TO ESTABLISH THE PROPOSED**  
**"MOSSDALE TRACT ENHANCED INFRASTRUCTURE FINANCING DISTRICT"**

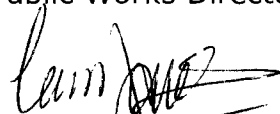
**APPROVALS**

  
\_\_\_\_\_  
Glenn Gebhardt  
City Engineer


12/17/21  
Date

  
\_\_\_\_\_  
Michael King  
Public Works Director

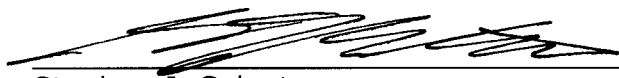
12/20/2021  
Date

  
\_\_\_\_\_  
Cari James  
Finance Director

12/22/2021  
Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

12-17-2021  
Date

  
\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

1.4.22  
Date

## RESOLUTION NO. 22-

### **A RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF LATHROP PROPOSING TO ESTABLISH AN ENHANCED INFRASTRUCTURE FINANCING DISTRICT TO FINANCE THE CONSTRUCTION AND/OR ACQUISITION OF CAPITAL IMPROVEMENTS, ESTABLISH A PUBLIC FINANCING AUTHORITY (PFA), APPOINT 2 LATHROP COUNCIL MEMBERS AND 2 PUBLIC MEMBERS TO THE PFA, AND AUTHORIZE CERTAIN OTHER ACTIONS RELATED THERETO**

**WHEREAS**, pursuant to Chapter 2.99 of Part 1 of Division 2 of Title 5 of the California Government Code (commencing with section 53398.50) (the "EIFD Law"), the City Council (the "City Council") of the City of Lathrop (the "City") is authorized to initiate the process to establish an enhanced infrastructure financing district (the "EIFD"); and

**WHEREAS**, in accordance with section 53398.54 of the EIFD Law, the City has complied with the prerequisites prior to initiating the creation of or participating in the governance of the EIFD and will provide the required certification to the Department of Finance in accordance with the EIFD Law; and

**WHEREAS**, the City Council proposes the establishment of an EIFD to finance certain public flood control facilities including, but not limited to, public flood risk reduction infrastructure; and

**WHEREAS**, the EIFD will be formed by a public financing authority (the "Public Financing Authority" or "PFA") that will be the governing board of the EIFD and will be responsible for implementing the infrastructure financing plan; and

**WHEREAS**, in accordance with section 53398.51.1 of the EIFD Law, it is anticipated that the Public Financing Authority's governing board shall consist of members from the legislative bodies of the participating taxing entities, which are the City, San Joaquin County (the "County"), the City of Manteca, the City of Stockton (collectively, the "Participating Entities"), and two public members to be appointed by the legislative bodies of the Participating Entities;

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council for the City of Lathrop does hereby determine and declare as follows:

**SECTION 1.** Recitals. The foregoing recitals are true and correct.

**SECTION 2.** Intention and Proposal to Establish EIFD. The City Council proposes and intends to cause the establishment of an EIFD under the provisions of the EIFD Law.

**SECTION 3.** Name of EIFD. The name proposed for the EIFD is "Mossdale Tract Enhanced Infrastructure Financing District."

**SECTION 4.** Description of Boundaries. The proposed boundaries of the EIFD are as shown on the map of the EIFD (attached to the January 10, 2022 staff report as Attachment B) which boundaries are hereby approved and to which map reference is hereby made for further particulars.

**SECTION 5.** Description of Facilities & Development. The types of public facilities proposed to be financed by the EIFD and pursuant to the EIFD Law are those listed as facilities in the January 10, 2022 staff report as Attachment C, incorporated herein (the "Facilities"). The development area to be assisted by the EIFD is commonly referred to as Mossdale Tract.

**SECTION 6.** Necessity of EIFD and Goal. The City Council hereby finds that the EIFD is necessary for the area within the EIFD, the City, and the Participating Entities. The City Council's goal for the EIFD is to create the means by which to assist in the provision of public flood control facilities of communitywide significance that provide significant benefits within the boundaries of the EIFD or the surrounding community and, for those facilities located outside the EIFD boundaries, also have a tangible connection to the EIFD.

**SECTION 7.** Use of Incremental Tax Revenues. The City Council hereby declares that, pursuant to the EIFD Law and, if approved by resolution of the City and if approved by resolution of the Participating Entities, pursuant to Government Code section 53398.68, incremental property tax revenue from the City and the Participating Entities within the EIFD, but not from any of the other affected taxing entities within the EIFD, will finance the Facilities. The incremental property tax revenues will be described in an infrastructure financing plan (the "Infrastructure Financing Plan") to be prepared for the PFA, the City Council, and the Participating Entities under the EIFD Law.

**SECTION 8.** Establishment of Public Financing Authority.

- A. The City Council agrees to the following legislative membership appointment structure and hereby establishes the PFA as the governing board of the EIFD.
- B. PFA membership shall be comprised of:
  - (i) The following two members of the City Council who also serve on the board of San Joaquin Area Flood Control Agency are hereby appointed by the City Council: **Paul Akinjo; Diane Lazard.**
  - (ii) From the County of San Joaquin, two Board of Supervisors members who also serve on the board of the San Joaquin Area Flood Control Agency to be appointed by the County of San Joaquin Board of Supervisors.

- (iii) From the City of Manteca, California, two City Council members who also serve on the board of the San Joaquin Area Flood Control Agency to be appointed by the Manteca City Council.
- (iv) From the City of Stockton, California, two City Council members who also serve on the board of the San Joaquin Area Flood Control Agency to be appointed by the Stockton City Council.
- (v) Two public members to be appointed by the legislative bodies of the Participating Agencies. The City Council approves the appointment of the following two PFA public members subject to approval by the legislative bodies of the Participating Entities:

\_\_\_\_\_

\_\_\_\_\_

- C. Members shall serve at the pleasure of their respective appointing legislative bodies and shall continue to serve unless and until their respective appointing legislative bodies make a new appointment, the member resigns, or other forfeiture by operation of law. However, the term of the public members will be for a two (2) year term.
- D. The PFA membership is subject to compliance with the EIFD Law and Government Code sections 54970 and 54972.
- E. In the event any of the Participating Entities listed herein choose not to participate as a taxing entity under the EIFD Law, the PFA membership shall be adjusted to reflect that occurrence.
- F. Participating Entities may appoint alternates to their respective PFA membership appointments in accordance with the EIFD Law.
- G. Subsequent PFA public member appointments will be initiated by the legislative bodies of the other Participating Entities in alphabetical order.
- H. County of San Joaquin, City of Stockton, and City of Manteca's participation in the governance of the PFA is subject to adoption of the intent to participate by the respective legislative bodies of said agencies.

**SECTION 9.** Preparation of Infrastructure Financing Plan. The City Council hereby requests the PFA to request the assistance of County staff, San Joaquin Area Flood Control Agency ("SJAFCA") staff, and to direct Larsen Wurzel & Associates and Economic & Planning Systems Inc. to prepare the Infrastructure Financing Plan in accordance with the EIFD Law.

**SECTION 10.** Distribution of Infrastructure Financing Plan. In accordance with and in the manner authorized by the EIFD Law, the City Council hereby authorizes the City staff and requests the assistance of County staff and SJAFCA staff to distribute a notice which summarizes the Infrastructure Financing Plan and lists the internet website where applicable EIFD and CEQA documents may be found to each owner of land and resident within the boundaries of the EIFD and each affected taxing entity (as defined in the EIFD law). The City hereby authorizes City staff and requests the assistance of County staff and SJAFCA staff to also make available for public inspection the Infrastructure Financing Plan and any required CEQA documents and to also distribute the Infrastructure Financing Plan to the PFA, the planning commissions of the Participating Entities, and the legislative bodies of the Participating Entities in the manner authorized under the EIFD Law.

**SECTION 11.** Public Hearing. In accordance with the EIFD Law, the City Council hereby sets a public hearing for July 11, 2022, at the hour of 7:00 p.m. or as soon as possible thereafter as the matter may be heard at Lathrop City Hall, as the time and place when and where the City Council will conduct a hearing on the proposed establishment of the EIFD. In accordance with the EIFD Law, the City Council hereby sets the first PFA public hearing to be Wednesday, April 21, 2022 at the hour of 9:00 a.m. or as soon as possible thereafter as the matter may be heard, at the principal meeting place of the PFA which shall be the location of the SJAFCA Board meetings typically held at Stockton City Hall, 425 N. El Dorado Street, Second Floor in Council Chambers, as the time and place when and where the PFA will conduct the first public hearing on the proposed establishment of the EIFD and the Infrastructure Financing Plan in accordance with the EIFD Law. The date, time, and location of the following two public hearings required by the EIFD Law shall be established by the PFA in accordance with, and in the manner required by, the EIFD Law.

**SECTION 12.** Providing of Notice. The Clerk of the Board of Supervisors is hereby requested to mail a copy of (i) this Resolution, or (ii) a notice of intention containing specific information as set forth in California Government Code section 53398.60, to the PFA and each owner of land (as defined in the EIFD Law), within the EIFD, the Participating Entities, and to each affected taxing entity (as defined in the EIFD Law). The Clerk of the Board of Supervisors is hereby requested to provide any assistance to the PFA so as to cause notice of the public hearings to be given in the manner and at the times and to have the notices contain the information required by the EIFD Law. The City Clerk is hereby authorized to carry out the intent of this section and is directed to assist the Clerk of the Board of Supervisors or the clerk of any of the other Participating Entities in any manner reasonably necessary to give effect to or carry out the intent of this section.

**SECTION 13.** Establishment of EIFD. This Resolution in no way obligates the PFA to establish the EIFD or for the Participating Entities to approve the Infrastructure Financing Plan.



The establishment of the EIFD is subject to the approval of the PFA by resolution following the holding of the public hearing(s) referred to above. The approval of the Infrastructure Financing Plan is subject to approval by the respective legislative bodies of the Participating Entities at a later date in accordance with the EIFD Law.

**SECTION 14.** Severability. If any section, subsection, phrase, or clause of this Resolution is for any reason found to be invalid, such section, subsection, phrase, or clause shall be severed from, and shall not affect the validity of, all remaining portions of this Resolution that can be given effect without the severed portion.

**SECTION 15.** General Authorization. The City Clerk and all other officers and agents of the City are hereby authorized and directed to take all actions necessary or advisable to give effect to the transactions contemplated by this Resolution. Any actions heretofore taken by said officers and agents, on behalf of the City, that is in conformity with the purposes and intent of this Resolution and with the provisions of the EIFD Law with respect to the Mossdale EIFD, are hereby approved and confirmed.

**SECTION 16.** Effective Date. This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** by the City Council of the City of Lathrop this 10<sup>th</sup> day of January 2022 by the following vote:

AYES:

NOES:

ABSTAIN:


ABSENT:

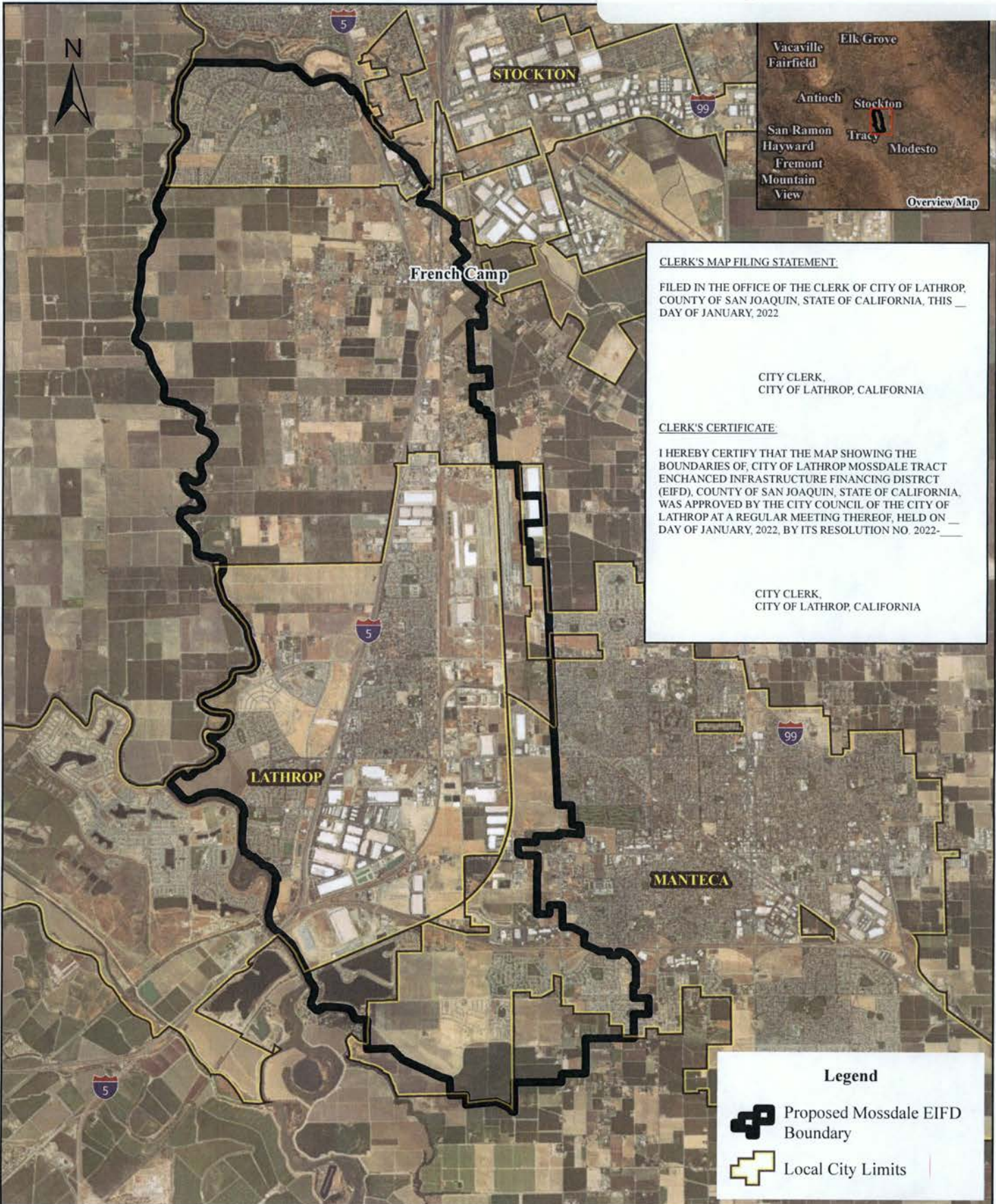
\_\_\_\_\_  
Sonny Dhaliwal, Mayor

**ATTEST:**

\_\_\_\_\_  
Teresa Vargas, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Salvador Navarrete, City Attorney





CLERK'S MAP FILING STATEMENT:  
 FILED IN THE OFFICE OF THE CLERK OF CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, THIS \_\_\_ DAY OF JANUARY, 2022

CITY CLERK,  
 CITY OF LATHROP, CALIFORNIA

CLERK'S CERTIFICATE:  
 I HEREBY CERTIFY THAT THE MAP SHOWING THE BOUNDARIES OF, CITY OF LATHROP MOSSDALE TRACT ENHANCED INFRASTRUCTURE FINANCING DISTRICT (EIFD), COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LATHROP AT A REGULAR MEETING THEREOF, HELD ON \_\_\_ DAY OF JANUARY, 2022, BY ITS RESOLUTION NO. 2022-\_\_\_

CITY CLERK,  
 CITY OF LATHROP, CALIFORNIA

**Legend**

-  Proposed Mosssdale EIFD Boundary
-  Local City Limits

**Description of Facilities to be Financed**

The EIFD is authorized to finance the purchase, construction, expansion, improvement, or rehabilitation of the facilities described herein. These facilities have an estimated useful life of 15 years or longer and are public facilities of communitywide significance that provide significant benefits to the EIFD or the surrounding community. Any facilities located outside the boundaries of the EIFD have a tangible connection to the work of the EIFD. The EIFD will also finance planning and design activities that are directly related to the purchase, construction, expansion, or rehabilitation of these facilities. Facilities authorized to be financed by the EIFD include the following:

Public flood control facilities including, but not limited to, public flood risk reduction infrastructure associated with ensuring that the resulting levee system complies with the Urban Levee Design Criteria promulgated by the California Department of Water Resources and San Joaquin Area Flood Control Agency Resolution (“SJAFCA”) No. 19-06 and SJAFCA’s Adopted Policy for Adapting Design Standards for the Mossdale Tract Area of SJAFCA in light of Climate Change.

**Other Expenses**

In addition to the direct costs of the above facilities, other incidental expenses as authorized by the EIFD Law, including but not limited to: the cost of engineering, planning, and surveying; construction staking; utility relocation and demolition costs incidental to the construction of the facilities; costs of project/construction management; costs (including the costs of legal services) associated with the creation of the EIFD; issuance of bonds or other debt; costs incurred by the City of Lathrop, City of Manteca, City of Stockton, County of San Joaquin or the EIFD in connection with the division of taxes pursuant to Government Code section 53398.75; costs otherwise incurred in order to carry out the authorized purposes of the EIFD; and any other expenses incidental to the formation and implementation of the EIFD and to the construction, completion, inspection, and acquisition of the authorized facilities.



**PUBLIC NOTICE**  
**CITY OF LATHROP/CITY CLERK**  
**Attn: Teresa Vargas**  
**390 TOWNE CENTRE DRIVE**  
**LATHROP, CA 95330**

**MB#12-54**

State of California  
County of San Joaquin

2015.5 C.C.P.

**AFFIDAVIT OF PUBLICATION**

of the said County, being duty sworn, deposes and says:

I am a citizen of the United States and a resident of the County aforesaid, I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer of the Manteca Bulletin, a newspaper of general circulation, printed and published Daily in the City of Manteca, California, County of San Joaquin, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court, Department 4, of the County of San Joaquin, State of California, under the date of May 12th 1952, Case Number 52904; that the notice, of which the annexed is printed copy (set in type not smaller than non-pareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

**DEC. 21,**  
**2021**

I certify (or Declare), under penalty of perjury that the foregoing is true and correct.

Dated at Manteca, California, this day of:

**December 21, 2021**

Date

*LIZ MORA*

Signature

**MANTECA BULLETIN**

DENNIS WYATT - Editor  
531 East Yosemite Ave.  
Phone (209)249-3500

P.O. Box 1958  
Manteca, California 95336-0912  
Fax (209) 249-3551

*ON*

*Back*



**NOTICE OF NEW VACANCY**  
 on the  
**MOSSDALE TRACT ENHANCED**  
**INFRASTRUCTURE FINANCING**  
**DISTRICT PUBLIC FINANCE AUTHORITY**

NOTICE IS HEREBY GIVEN that the City of Lathrop will begin the process to establish the Mossdale Tract Enhanced Infrastructure Financing District Public Finance Authority (EIFD) (PFA) on January 10, 2022. At that time, the City Council will be asked to appoint two Public Members to that PFA.

To be eligible for appointment as a Public Member of this PFA, the Public Member must reside within the boundary of the EIFD (see attached map of EIFD boundary). Members receive no compensation for the performance of their duties other than compensation expressly provided by action of the PFA.

The Mossdale Tract Enhanced Infrastructure Financing District Public Finance Authority is the governing body of the Mossdale Tract Enhanced Infrastructure Financing District and will have the responsibilities provided pursuant to Government Code 53398.50 – 53398.88.

The Mossdale Tract EIFD PFA will direct the preparation of an Infrastructure Financing Plan (IFP) and upon its approval by the governing bodies of the Cities of Lathrop, Manteca and Stockton and San Joaquin County, and the PFA, the PFA governing body will carry out and administer the plan. The Mossdale Tract EIFD will assist and coordinate with the San Joaquin Area Flood Control Agency (SJAFCOA) to finance 200-Year Flood Control Improvements for the Mossdale Tract Area to ensure that an Urban Level of Flood Protection is provided to the area by 2028. Members of the PFA Board will:

- Make decisions with respect the use of Tax Increment Revenues consistent with the IFP;
- Ensure compliance with the terms of IFP and coordinate with SJAFCOA to carry out the goals of the IFP

It is intended that the Mossdale Tract EIFD PFA will meet once per month on the same days and location (Stockton City Hall, 425 N. El Dorado Street, Stockton, CA 95202) as the SJAFCOA Board of Directors immediately following the conclusion of their meetings.

For information about the Mossdale Tract Enhanced Infrastructure Financing District Public Finance Authority's purpose, meeting schedule and the application process, please call the City Engineer Glenn Gebhardt at (209) 941-7292 or the City Clerk Teresa Vargas at (209) 941-7230 or stop in and pick up information at the City Hall, 390 Towne Centre Drive, Lathrop.

In accordance with Government Code Section 54974, no appointment to fill this vacancy will be made for at least ten (10) working days after posting of this special notice.

Teresa Vargas, MMC City Clerk

Date and Posted: December 21, 2021



Publication Date: December 21, 2021

MB#12-54



COMMISSION/COMMITTEE APPLICATION

Applying for: Public Finance Authority

**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: Michael R. MOROWIT

Address: [REDACTED] City: MANFELVA Zip: 95336

Telephone (home) [REDACTED] Telephone (work) \_\_\_\_\_

Telephone (cell) [REDACTED] Telephone (other) \_\_\_\_\_

Email: [REDACTED] Resident of the City of Lathrop: 0 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:**

SJAFCA 1/3/2021  
Organization Date

STOCKTON CALIF BOARD OF DIRECTOR  
Location Position(s)

Responsibilities/accomplishments: BOARD MEMBER

FLOOD CONTROL

LAFLO - COMMISSIONER 1/2/2021  
Organization Date

STOCKTON - CALIF \_\_\_\_\_  
Location Position(s)

Responsibilities/accomplishments: ANNEXATION OF LAND







COMMISSION/COMMITTEE APPLICATION

Applying for: Public Financing Authority, EIFD

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: STEVE DRESSER

Address: [REDACTED] City: Lathrop Zip: 95330

Telephone (home) [REDACTED] Telephone (work) NA

Telephone (cell) [REDACTED] Telephone (other) \_\_\_\_\_

Email: [REDACTED] Resident of the City of Lathrop: 27 year

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:**

<u>Lathrop Sunrise Rotary</u>	<u>2002 - PRESENT</u>
<small>Organization</small>	<small>Date</small>
<u>Lathrop</u>	<u>PRESIDENT</u>
<small>Location</small>	<small>Position(s)</small>

Responsibilities/accomplishments: PAST PRESIDENT, TREASURER, SECRETARY

_____	_____
<small>Organization</small>	<small>Date</small>
_____	_____
<small>Location</small>	<small>Position(s)</small>

Responsibilities/accomplishments: \_\_\_\_\_

Community Activities that you have been involved with (feel free to attach additional pages)

SENIOR CENTER      BROWN BAG      2014 - PRESENT  
Name of Organization      Position/Responsibilities      Dates

SENIOR CENTER      Commodities      2014 - PRESENT  
Name of Organization      Position/Responsibilities/Accomplishments      Dates

Special Awards or Recognitions you have received:

EMPLOYEE OF THE YEAR - ESCALON UNIFIED SCHOOL DISTRICT

Educational Information:

Will provide upon request  
Educational Institution      Degree/Diploma      Field      Year

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.)

WORKING EXPERIENCE WITH ALL SAN JOAQUIN CITIES IN:  
SAN JOAQUIN AREA FLOOD CONTROL AGENCY - DIRECTOR SJAFCA  
SAN JOAQUIN COUNCIL OF GOVERNMENTS - COMMUNICATIONS DIRECTOR - CHAIRMAN  
SAN JOAQUIN REGIONAL RAIL COMMISSION - COMMISSIONER - CHAIRMAN

Please sign and date your application and submit to the Office of the City Clerk at the address below..

Stephen G. Wress  
Signature

JAN. 5 2022  
Date

Parent/Guardian Signature (Required for Youth Advisory Candidates only)

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

## ITEM 5.2

### CITY MANAGER'S REPORT JANUARY 10, 2022 CITY COUNCIL REGULAR MEETING

**ITEM:** PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER MUNICIPAL CODE AMENDMENT TO UPDATE VARIOUS SECTIONS OF THE LMC TO STREAMLINE PROCEDURES, MINOR CLARIFICATIONS, AND INCORPORATE UPDATED POLICIES TEXT AMENDMENT NO. TA-21-151

**RECOMMENDATION:** Council to Consider the Following:

1. Hold a Public Hearing; and
2. First Reading and Introduce an Ordinance Adopting Various Amendments to the Lathrop Municipal Code (LMC) to Modernize, Simplify, and Streamline Sections of Title 17, The Zoning Code, and Title 10, Vehicles and Traffic. The amendments to the Municipal Code include the following:
  - Chapter 10.24 (Parking)
  - Chapter 17.16 (General Requirements and Exceptions)
  - Chapter 17.32 (R One-Family Residential District)
  - Chapter 17.36 (RM Multifamily Residential District)
  - Chapter 17.52 (Combining Districts)
  - New Chapter 17.57 (Mossdale Landing Zoning Districts)
  - Chapter 17.60 (Southeast Stewart Tract Zoning Districts)
  - Chapter 17.62 (Central Lathrop Zoning Districts)
  - Chapter 17.64 (Home Occupations)
  - Chapter 17.76 (Off-Street Parking and Loading)
  - Chapter 17.80 (Accessory Dwelling Units)
  - Chapter 17.97 (Wireless Communication Facilities)
  - Chapter 17.100 (Site Plan Review)
  - Chapter 17.108 (Administrative Approval of Certain Uses)

---

**SUMMARY:**

The proposed Code Text Amendment is a staff-initiated proposal to modify various sections of the Lathrop Municipal Code (LMC) to modernize, simplify and streamline various sections of Title 17, Zoning and Title 10, Vehicles and Traffic. The proposed amendments will include integration of current City policies, State law and best practices within the planning profession. Approval of the text amendment would allow for greater flexibility, clarification to support and promote development.

**BACKGROUND:**

In 2009, the City adopted an Economic Development Strategic Plan to guide the City Council in making decisions regarding economic growth for the City. In 2011, the City Council indicated a desire to accelerate economic and business development efforts by creating an Economic Development Program. To implement the City's economic goals and policies, staff regularly review and monitor various department policies, procedures and the Zoning Ordinance for areas that need improvement. Staff determined and identified various sections of the LMC that are ambiguous, unclear and outdated. The intent of the proposed amendments is to assist and encourage development by providing concise and clear requirements for residents, developers and staff.

The City approved a similar effort and updated certain sections of the Zoning Ordinance and LMC in 2013, 2016, 2017, 2019, and 2021. The previous updates were well received by the community and staff members that process development applications and assist residents on a daily basis.

At their regular meeting of December 15, 2021, the Planning Commission voted unanimously (4-0) to recommend the City Council adopt an Ordinance regarding the proposed amendments to the Lathrop Municipal Code. Attached is the Planning Commission Resolution No. 21-30 for reference (Attachment #16).

**ANALYSIS:**

Staff has determined that the following text amendments conform to the General Plan. The proposed text amendments will modify the following Chapters and Sections of the LMC:

Chapter 10.24 Parking (Attachment #2)

The proposed amendment clarifies and provides reasonable time for residents to park their recreational vehicles (and similar vehicles) on the street no longer than 48-hours for the purpose of loading, unloading, cleaning, and preparation before and after use.

Chapter 17.16 General Requirements and exceptions (Attachment #3)

The proposed amendment would correct the code reference for the application type for a temporary subdivision sales office. Currently, Section 17.16.010, *Temporary subdivision signs and sales office*, references Chapter 17.112, *Conditional Uses*. However, the reference should be to Chapter 17.108, *Administrative Uses* as current practice is to review temporary subdivision signs and sales offices administratively via an Administrative Application form.

Chapter 17.32 R One-Family Residential District; and Chapter 17.36 RM Multifamily Residential District (Attachment #4 and 5)

Similar to the amendments to the Central Lathrop Zoning Districts, the proposed amendment would update the R One-Family Residential District and the RM Multifamily Residential District to be consistent with Senate Bill 234 and add Large Family Day Care as a permitted use in both Zoning Districts. The proposed amendment would also remove references to RM 1.5 from the Purpose and Application Section since this designation is not on the City's Zoning Map.

Chapter 17.52 Combining Districts (Attachment #6)

Update Section 17.52.030, Mosssdale Village combining district (MV) to clarify that development of property within the MV combining district is subject to the regulations found in the West Lathrop Specific Plan and the applicable Mosssdale Urban Design Concept. Currently, the Code references only the West Lathrop Specific Plan and not the Mosssdale Urban Design Concept.

New Chapter 17.57 Mosssdale Landing Zoning Districts (Attachment #7)

The proposed amendment adds a new Chapter to the Zoning Code titled "Mosssdale Landing Zoning Districts" to provide reference to the Mosssdale Urban Design Concepts (UDCs). Currently there is no reference within the LMC to the Mosssdale Landing UDCs and their allowable uses (permitted and conditionally permitted), development standards, and other related standards. This new Chapter establishes a link to the Mosssdale Landing, Mosssdale Landing East, and the Mosssdale Landing South UDCs consistent with the City's other Specific Plans.

Chapter 17.60 Southeast Stewart Tract Zoning Districts (Attachment #8)

The proposed amendment removes Section 17.60.030, MX-ST, Mixed-Use Zoning District and Section 17.60.040, CR-ST, Regional Commercial Zoning District from the Zoning Code as these Zoning Districts are not present on the City's Zoning Map. The amendment also clarifies that Large Family Day Care is a permitted use in the R-REC-ST, Recreational Residential Zoning District and R-ST, Residential Zoning District consistent with Senate Bill 234. Further, the proposed amendment updates Section 17.60.060, R-ST, Residential Zoning District to add "clustered housing", consistent with a density in compliance with the City's General Plan, as a permitted use.

Chapter 17.62 Central Lathrop Zoning Districts (Attachment #9)

The proposed amendments establish Large Family Day Care as a permitted use in all of the Central Lathrop residential zoning districts: VR-CL, Variable Density Residential, HR-CL, High Density Residential, and R/MU-CL, Residential/Mixed-Use Zoning. Pursuant to Senate Bill 234, a zoning permit or business license for a large or small family day care home may no longer be required. The amendments will move Large Family Day Care Homes from the Administrative Approval list to the Permitted Uses list.

The amendment also updates Table 17.62.120 Central Lathrop Specific Plan: Non-Residential Site Development Standards by removing "Lathrop Center District", from the Off-street parking standards since this designation no longer exists, and update the reference to Chapter 17.76, Off-street parking and loading. Finally, the R/MU-CL, Residential/Mixed Use Zoning District Section 17.62.042, will be amended to remove the VR-CL District reference from the Permitted Use list.

Chapter 17.64 Home Occupations (Attachment #10)

The proposed amendment would update the Home Occupation provisions to allow mobile businesses authorized by the State. Currently, the LMC specifically excludes personal services such as beauty salons and barber shops to operate as a home based business. This exclusion is typical of most city home occupation laws because personal service businesses require customers to be present, which can create traffic and parking issues, and require licensing from the State that does not allow these uses within a personal residence. However, the State has created a licensing provision that allow personal services to operate in an approved Mobile Unit. The processing of the license to operate a Mobile Unit is administered by the Board of Barbering and Cosmetology.

Chapter 17.76 Off-Street Parking and Loading (Attachment #11)

The proposed amendment would add "utility trailer" to the list of recreational vehicles that are not permitted to be stored in any residential district except within an enclosed side or rear yard or within a garage or carport:

"In any residential district, no recreation vehicle, including motor home, camping trailer, boat trailer, boat, pick-up camper, fifth wheel or dune buggy, utility trailer shall be stored or parked except within an enclosed side or rear yard or within a garage or carport..."

Chapter 17.80 Accessory Dwelling Units (Attachment #12)

The proposed amendment will modify the Chapter to clarify that doorway access for a detached accessory dwelling unit (ADU) may face the street as long as the detached ADU is set back further than the main dwelling unit and behind the front yard fence. In some instances, a detached ADU is developed alongside a single-family residence because the lot width is wide enough to allow it.

The proposed would modify the existing language as follows:

Access. Doorway access shall be provided either to the side or rear of the accessory dwelling unit. Doorway access may front the street for detached ADUs as long as the detached ADU is recessed from the main dwelling unit. ~~Direct doorway access to the front yard is prohibited.~~ The accessory dwelling unit shall utilize the same vehicular access which serves the existing dwelling unit.

Chapter 17.97 Wireless Communication Facilities (Attachment #13)

The proposed amendment would clarify that a Tier 3 Wireless Communication Facility (WCF) is subject to a Site Plan Review and Conditional Use Permit. The purpose of requiring both entitlements is that a Tier 3 WCF is the installation of a new tower which requires specific findings unique to the Site Plan Review and Conditional Use Permit process in accordance with the LMC.

Chapter 17.100 Site Plan Review (Attachment #14)

The proposed amendment would correct the code reference for revocation of a site plan. Currently, the language references Section 17.112.130, *Notification of conditional use map*, whereas it should reference Section 17.112.120, *Revocation* for provisions related to revoking an approved Site Plan Review or Conditional Use Permit.

Chapter 17.108 Administrative Approval of Certain Uses (Attachment #15)

The proposed amendment would add temporary construction/laydown yard for a utility company associated with a construction project to the list of temporary uses that are exempt from the Temporary Use Permit requirements (Section 17.108.090, Review of temporary uses). Expansion of utility connections and lines are typical for construction projects. Historically, the City has not required a Temporary Use Permit application for construction/laydown yard associated with construction projects so the amendment will be aligned with current City practice.

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 #21-30.

Public Notice

A Notice of Public Hearing was advertised in the Manteca Bulletin on December 29, 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.

The amendment does not change the zoning designation on any individual property and does not affect existing land use or density. The purpose of the amendment is to modify existing language in the Municipal Code to provide flexibility and is primarily procedural in nature. It also does not propose or require any specific development project; any specific development project undertaken in the future pursuant to the amended zoning 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, take the following actions:

1. Introduce an Ordinance adopting various amendments to the Lathrop Municipal Code (LMC) to modernize, simplify, and streamline various sections of Title 17, the Zoning Code and Title 10, Vehicles and Traffic.
  - Chapter 10.24 (Parking): Allow Recreational Vehicles such as travel trailers, motorhomes, marine vessels, all-terrain vehicles, and similar vehicles to park on the street for the purposes of loading, unloading, cleaning, etc.
  - Chapter 17.16 (General Requirements and Exceptions): Update the code reference for the application type for temporary subdivision sales office.
  - Chapter 17.32 (R One-Family Residential District): Amend the Chapter to clarify that Large Family Day Care Home is a permitted use pursuant to Senate Bill 234.
  - Chapter 17.36 (RM Multifamily Residential District): Remove RM 1.5 from the Purpose and Application Section and Add Small and Large Family Day Care Home as a permitted use pursuant to Senate Bill 234.



- Chapter 17.52 (Combining Districts): Update Section 17.52.030, Mosssdale Village combining district (MV) to reference that development of property within the MV combining district are subject to the regulations found in the West Lathrop Specific Plan and the applicable Urban Design Concept.
- New Chapter 17.57 (Mosssdale Landing Zoning Districts): New Chapter to reference that the Mosssdale Landing Zoning Districts are subject to the applicable Urban Design Concept.
- Chapter 17.60 (Southeast Stewart Tract Zoning Districts): Remove Section 17.60.030, MX-ST, Mixed-Use Zoning District, Section 17.60.040, CR-ST, Regional Commercial Zoning District, and Section 17.60.050, R-REC-ST, Recreational Residential Zoning Districts as these Zoning Districts do not exist. Update Section 17.60.060, R-ST, Residential Zoning District to permit single-family residential uses and clustered housing consistent with a density in compliance with the City's General Plan.
- Chapter 17.62 (Central Lathrop Zoning Districts): Amend the Chapter to clarify that Large Family Day Care Home is a permitted use in the VR-CL, Variable Density Residential District, HR-CL, High Density Residential, R/MU-CL, Residential/Mixed-Use Zoning District consistent with Senate Bill 234. Update Non-Residential Site Development Standards to remove Lathrop Center District in Off-street parking and reference to Chapter 17.76, Off-street parking and loading and update the R/MU-CL, Residential/Mixed Use Zoning District Section to remove the VR-CL district reference from the permitted use list.
- Chapter 17.64 (Home Occupations): Amend the Chapter to allow Mobile Personal Services authorized by the State.
- Chapter 17.76 (Off-Street Parking and Loading): Add "utility trailer" to the list of recreational vehicles required to be stored within an enclosed side or rear yard or within a garage or carport.
- Chapter 17.80 (Accessory Dwelling Units): Amend Section 17.80.030(C) to clarify that doorway access for a detached accessory dwelling unit may front the street as long as the detached ADU is recessed from the main dwelling unit and amend Section 17.80.040 to provide provisions for utility connections for ADUs not contained within an existing structure.
- Chapter 17.97 (Wireless Communication Facilities): Clarify that Wireless Communication Facilities are subject to a Site Plan Review process, and a Conditional Use Permit.
- Chapter 17.100 (Site Plan Review): Amend the Chapter to update the code reference for revocation of a site plan.
- Chapter 17.108 (Administrative Approval of Certain Uses): Add temporary construction/laydown yard that is associated with a construction project to the list of temporary uses that are exempt from the Temporary Use Permit requirements (Section 17.108.090, Review of temporary uses).

**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 10.24 Parking
3. Mark-up of Chapter 17.16 General Requirements and Exceptions
4. Mark-up of Chapter 17.32 R One Family Residential District
5. Mark-up of Chapter 17.36 RM Multifamily Residential District
6. Mark-up of Chapter 17.52 Combining Districts
7. New Chapter 17.57 Mossdale Landing Zoning Districts
8. Mark-up of Chapter 17.60 Southeast Stewart Tract Zoning Districts
9. Mark-up of Chapter 17.62 Central Lathrop Zoning Districts
10. Mark-up of Chapter 17.64 Home Occupations
11. Mark-up of Chapter 17.76 Off-Street Parking and Loading
12. Mark-up of Chapter 17.80 Accessory Dwelling Units
13. Mark-up of Chapter 17.97 Wireless Communication Facilities
14. Mark-up of Chapter 17.100 Site Plan Review
15. Mark-up of Chapter 17.108 Administrative Approval of Certain Uses
16. Planning Commission Resolution No. 21-30

**CITY MANAGERS REPORT  
JANUARY 10, 2022 CITY COUNCIL REGULAR MEETING  
MUNICIPAL CODE AMENDMENT**

**APPROVALS:**



David Niskanen  
Contract Planner

12/22/2021

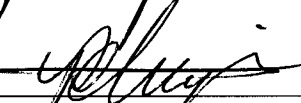
Date



Rick Caguiat  
Principal Planner

12/22/2021

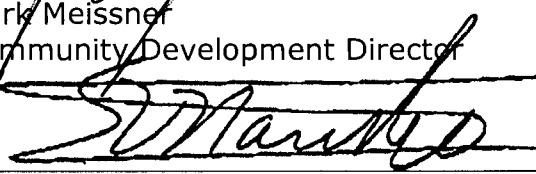
Date



for Mark Meissner  
Community Development Director

12/22/2021

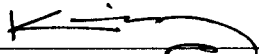
Date



Salvador Navarrete  
City Attorney

12/20/21

Date



FOR  
Stephen J. Salvatore  
City Manager

1-6-2022

Date

**ORDINANCE NO. 22-**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP ADOPTING VARIOUS AMENDMENTS TO THE LATHROP MUNICIPAL CODE TO MODERNIZE, SIMPLIFY, AND STREAMLINE VARIOUS SECTIONS OF TITLE 17, THE ZONING CODE AND TITLE 10, VEHICLES AND TRAFFIC (TA-21-151)**

**WHEREAS**, the City of Lathrop Planning Commission held a duly noticed public hearing at a regular meeting on December 15, 2021, at which they adopted PC Resolution No. 21-30 recommending City Council adopt Municipal Code Text Amendment No. TA-21-151 pursuant to the Lathrop Municipal Code; and

**WHEREAS**, the City of Lathrop City Council held a duly noticed public hearing at a regular meeting on January 10, 2022 to review and consider Municipal Code Amendment No. TA-21-151; and

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

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

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

**WHEREAS**, the City Council finds that the proposed code amendment is consistent with applicable provisions of the Lathrop General Plan and will implement the City's Economic Development goals by providing streamline procedures, minor clarifications and incorporate updated policies; 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 Amendments as shown on Attachments "2", "3" "4", "5", "6", "7", "8", "9", "10", "11", "12", "13", "14", and "15" 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", "4", "5", "6", "7", "8", "9", "10", "11", "12", "13", "14", and "15" 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 10<sup>th</sup> day of January, 2022, and was PASSED AND ADOPTED at a regular meeting of the City Council of the City of Lathrop on \_\_\_\_\_, 2022, 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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**Chapter 10.24 PARKING**

[...]

**10.24.110 Parking of trailers and recreational vehicles prohibited.**

A. No person who owns, has possession, custody or control of any trailer or any semi-trailer shall park such trailer or semi-trailer upon any street, alley, public way or public place, unless such trailer or semi-trailer, at such times it is so parked, is attached to a motor vehicle capable of providing the motive power for moving the trailer or semi-trailer upon the street, alley, public way or public place.

B. This section shall not prohibit the parking of a trailer or semi-trailer in the process of being loaded or unloaded, nor of a trailer or semi-trailer which is disabled in such a manner and to such an extent that it requires some vehicle or facility other than its normal means of motivation to move the same along such street, alley, public way or public place; provided, however, such trailer or semi-trailer so disabled may remain so parked while unattached to the motor vehicle described in this section only for the time necessary for the vehicle or facility to be provided for its removal, and in no event longer than two hours. (Ord. 93-104)

C. Recreational vehicles such as travel trailers, motorhomes, marine vessels, all-terrain vehicles, and similar vehicles can park on the street no longer than 48-hours for the purpose of loading, unloading, cleaning, and preparation before or after use.

[...]

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## **Chapter 17.16 GENERAL REQUIREMENTS AND EXCEPTIONS**

### **17.16.010 Temporary subdivision signs and sales offices.**

Temporary subdivision signs and sales offices may be located within subdivisions for a period not to exceed two years from the date of recordation of the subdivision. Subdivision signs and sales offices shall be removed at the expense of the owner, unless, prior to the expiration of two years, a renewal of time is granted by the community development director. Upon expiration of such renewal period, subdivision signs and sales offices shall be removed at the expense of the owner. Subdivision signs shall be governed by the regulations prescribed in Chapter 17.84. A temporary subdivision sales office shall not be permitted until an application for a subdivision sales office permit shall be made to and approved by the community development director in accordance with Chapter 17.108~~12~~12. (Ord. 13-329 § 1; Ord. 92-73)

[...]



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## **Chapter 17.32 R ONE-FAMILY RESIDENTIAL DISTRICT**

[...]

### **17.32.020 Permitted uses.**

- A. One-family dwellings;
- B. Raising of fruit and nut trees, vines, vegetables and horticultural specialties on a noncommercial basis;
- C. Fenced or enclosed swimming pools for either individual, family or communal use on an exclusive noncommercial basis; provided, that no swimming pool shall be located within a utility easement;
- D. A “small family day care home” as defined and regulated by the State Health and Safety Code, which provides care to eight or fewer children, including children who reside in the home;
- E. A “large family day care home” as defined and regulated by the State Health and Safety Code for nine to fourteen (14) children, inclusive, including children who reside in the home;
- ~~FE.~~ A “Residential Care Facility” as defined by the State Health and Safety Code, which provides care to six or fewer persons, whether or not related;
- ~~GF.~~ Accessory structures and uses located on the same site with a permitted use;
- HG. Other uses which are added to this list according to the procedure in Section 17.16.020;
- ~~IH.~~ The keeping of animals in accordance with the standards of Chapter 17.28. (Ord. 21-418 § 10; Ord. 16-365 § 1; prior code § 176.02)

### **17.32.030 Permitted uses—Administrative approval required.**

The following uses may be permitted in accordance with Chapter 17.108:

- A. Enclosed temporary construction materials storage yards required in connection with the development of a subdivision, and temporary subdivision sales offices and signs and model home display areas, in accordance with Section 17.16.010;
- B. Gas and electric transmission lines in accordance with Section 17.108.080,

electrical distribution substations, gas regulator stations, communications equipment buildings, public service pumping stations and elevated pressure tanks;

C. Garden structures in accordance with Section 17.32.050;

D. Mobilehomes on permanent foundations designed in accordance with the standards of Chapter 17.68;

~~E. A “large family day care home” as defined and regulated by the State Health and Safety Code for nine to fourteen (14) children, inclusive, including children who reside in the home;~~

~~EF.~~ Tennis courts, including related fencing over seven feet in height located on the same site as a permitted or conditional use;

~~FG.~~ Home occupations in accordance with Chapter 17.64;

~~GH.~~ Incidental and accessory structures and uses as defined in Section 17.04.080, located on the same site as a use permitted by administrative approval or conditional use;

~~HI.~~ A second housing unit in accordance with the provisions of Chapter 17.80;

~~IJ.~~ Other uses which are added to this list according to the procedure in Section 17.16.020. (Ord. 97-151; Ord. 92-73)

[...]

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## Chapter 17.36 RM MULTIFAMILY RESIDENTIAL DISTRICT

### 17.36.010 Purposes and application.

The RM multifamily residential districts are intended primarily for the development of multifamily residential structures at densities consistent with policies of the general plan, as follows:

A. The RM-MH8 district is intended exclusively for application to areas designated by the general plan or any applicable specific plan for mobilehome park development.

B. The RM-3 district is intended exclusively for application to areas designated by the general plan for medium density.

C. The RM-2 district is intended primarily for application to areas designated by the general plan for high density ~~which are removed from the central business district.~~

~~D. The RM 1.5 district is intended for exclusive application to areas designated for high density in the immediate vicinity of the central business district and regional commercial areas. (Ord. 92-73)~~

### 17.36.020 Permitted uses.

A. One-family dwellings;

B. Multifamily dwellings;

C. A residential care facility, as defined in Section 17.32.020;

D. A “small family day care home” as defined and regulated by the State Health and Safety Code, which provides care to eight or fewer children, including children who reside in the home;

E. A “large family day care home” as defined and regulated by the State Health and Safety Code for nine to fourteen (14) children, inclusive, including children who reside in the home;

FD. Fenced or enclosed swimming pools for either individual, family or communal use on an exclusive noncommercial basis; provided, that no swimming pool shall be located within a utility easement or a front yard;

GE. Incidental and accessory structures and uses located on the same site with a permitted use;

HF. Other uses which are added to this list according to the procedure in Section 17.16.020;

IG. The keeping of animals in accordance with the standards of Chapter 17.28;

JH. Emergency shelters, in accordance with the provisions of Chapter 17.74. (Ord. 21-418 § 11; Ord. 20-411 § 1; Ord. 16-365 § 1; Ord. 92-96; Ord. 92-73)

**17.36.030 Permitted uses—Administrative approval required.**

The following uses may be permitted in accordance with Chapter 17.108:

A. Enclosed temporary construction materials storage yards required in connection with the development of a subdivision, and temporary subdivision sales offices and signs and model home display areas, in accordance with Section 17.16.010;

B. Gas and electric transmission lines in accordance with Section 17.108.080, electrical transmission and distribution substations, gas regulator stations, communications equipment buildings, public service pumping stations and elevated pressure tanks;

C. Rest homes and nursing homes, and boarding or rooming houses;

~~D. A “large family day care home” as defined and regulated by the State Health and Safety Code for nine to fourteen (14) children inclusive, including children who reside in the home;~~

DE. Garden structures in accordance with Section 17.36.050(F);

EF. Private clubs and lodges;

FG. Mobilehomes on permanent foundations designed in accordance with the standards of Chapter 17.68;

GH. A second housing unit in accordance with the provisions of Chapter 17.80;

HI. Home occupations in accordance with the provisions of Chapter 17.64;

IJ. Incidental and accessory structures and uses located on the same site as a use permitted by administrative approval or conditional use;

JK. Other uses which are added to this list according to the procedure in Section 17.16.020. (Ord. 97-151; Ord. 92-73)

[...]

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## **Chapter 17.52 COMBINING DISTRICTS**

[...]

### **17.52.030 Mossdale Village combining district (MV).**

A. Application. The Mossdale Village combining district (MV) is intended for application to all lands located within the Mossdale Village portion of the West Lathrop Specific Plan. The designation of MV after any zoning district indicates that the zoning district so combined is modified by the regulations included in the West Lathrop Specific Plan then in effect.

B. Applicable Regulations and Procedures. The development of property within the MV combining district shall be subject to the regulations found in the West Lathrop Specific Plan and the applicable Urban Design Concept. In addition, it is anticipated that agricultural use of the land within the MV combining district will continue for many years. Therefore, the following shall be considered conforming uses in any zoning district which is combined with the MV combining district:

1. Field crops, tree crops, row crops, berry or bush crops, provided no additional land shall be planted in cotton, trees, or vines;

2. Farms for the keeping or raising of animals, excluding poultry farms, rabbit or other small animal farms, fish or frog farms, dairies, hog farms, feedlots, slaughterhouses and kennels unless otherwise specifically permitted in the zoning district which is combined or if they exist on the day the property annexes. Any new poultry farms, rabbit or other small animal farms, fish or frog farms, dairies, hog farms, feedlots, slaughterhouses and kennels proposed subsequent to annexation are specifically prohibited.

C. Conditionally Permitted Uses—Commission Approval Required. The following use may be approved according to the procedures in Chapter 17.122:

1. Recycled water storage ponds and sprayfields. (Ord. 04-237 § 4; Ord. 96-132)

[...]

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**Chapter 17.57 Mossdale Landing Zoning Districts**

**17.57.010 Mossdale Landing Zoning Districts – purpose and application**

The Mossdale Landing Zoning Districts are subject to the Mossdale Landing Urban Design Concept, the Mossdale Landing East Urban Design Concept or Mossdale Landing South Urban Design Concept.

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## **Chapter 17.60 SOUTHEAST STEWART TRACT ZONING DISTRICTS**

### **17.60.010 Southeast Stewart Tract districts; Purposes and application.**

The zoning districts in this chapter are designed to provide the opportunity for a wide variety of residential and commercial uses that are compatible with the West Lathrop Specific Plan. The following regulations are supplemented by the entire text of the West Lathrop Specific Plan and are always combined with the ST (Southeast Stewart Tract) combining zone. Except as specifically noted, these zoning districts are limited to the Southeast Stewart Tract. (Ord. 03-215 § 1; Ord. 96-132)

### **17.60.020 C-REC-ST: commercial recreation zoning district.**

A. Application. The C-REC-ST zoning district is intended to provide a variety of commercial uses that will include resorts, theme parks, specialty lodging, typical highway-oriented uses and recreational related uses. Such a variety of uses will need special attention as to their design to ensure proper integration and compatibility. The urban design concept review shall establish a precise mix of uses in accordance with the general categories described in this section.

B. Permitted Uses. The following uses shall be permitted in areas covered by an urban design concept:

1. Theme parks and wildlife parks, family entertainment centers, special events and exhibition facilities;
2. Hotels, motels, resort hotels, chalets and related lodging establishments;
3. Highway-oriented retail uses, including restaurant, fast food restaurants, small food markets and service stations;
4. Farmer's market and related commercial and entertainment facilities;
5. Transit and commuter parking facilities;
6. Golf courses and other sport facilities;
7. Campgrounds, R.V. parks and similar uses;
8. Specialty retail and entertainment uses including the retail transit center as defined by the urban design concept;
9. Special events as defined by the urban design concept;

10. Other compatible uses which are added to this list according to the procedure in Section 17.16.020.

C. Conditionally Permitted Uses. The following uses shall be permitted in areas covered by an urban design concept subject to securing a conditional use permit in accordance with the review procedure described in the West Lathrop Specific Plan.

1. Marinas and related uses;

2. Other compatible uses which are added to this list according to the procedure in Section 17.16.020.

D. Development Standards. Specific development standards for the commercial recreation (C-REC) district shall be established as part of the urban design concept review by utilizing the following design guidelines:

1. By utilizing a creative approach to landscaping and screening, parking areas shall not become the predominant feature of the streetscape, especially as it relates to adjacent open spaces and arterial streets.

2. Landscaping and irrigation standards shall generally follow those required by Chapter 17.92 and may be modified by the required UDC review by city staff, prior to issuance of development or building permits.

3. Building setbacks shall be varied in accordance with corresponding building heights, uses and proposed shop front and street activity. Higher structures may require a larger front yard setback, for example.

4. Signage and minimum parking requirements (such as type and number of parking stalls) shall generally follow Section 17.84.100 and Chapter 17.76 respectively, and may be modified by the required urban design concept review by city staff, prior to issuance of development or building permits. (Ord. 03-215 § 1; prior code § 194.02)

**17.60.030 MX-ST: mixed use zoning district.**

~~———— A. ——— Application. The MX zoning district is intended to provide a variety of commercial uses that will include resorts, theme parks, specialty lodging, recreational related uses as well as a range of residential development. Such a variety of uses will need special attention as to their design to ensure proper integration and compatibility. The urban design concept review shall establish a precise mix of uses in accordance with the general categories described in this section.~~

~~———— B. ——— Permitted Uses. The following uses shall be permitted in areas covered by an urban design concept:~~

~~———— 1. ——— Theme parks and wildlife parks, family entertainment centers, special events and~~



exhibition facilities;

- ~~2. Hotels, motels, resort hotels, chalets and related lodging establishments;~~
- ~~3. Highway oriented retail uses, including restaurant, fast food restaurants, cafes, small food markets and service stations;~~
- ~~4. Retail shops and related uses;~~
- ~~5. Transit and commuter parking facilities;~~
- ~~6. Golf courses and other sport facilities;~~
- ~~7. Campgrounds, R.V. parks and similar uses;~~
- ~~8. Public uses and places of assembly and entertainment, such as theaters, a library, cultural center and amphitheater;~~
- ~~9. Passive activity uses such as art galleries and studios, antique shops, arts and craft centers and related uses;~~
- ~~10. Specialty retail and entertainment uses including the retail transit center as defined by the urban design concept;~~
- ~~11. Other compatible uses which are added to this list according to the procedure in Section 17.16.020.~~

~~C. Development Standards. Specific development standards for the mixed use (MX) district shall be established as part of the urban design concept review by utilizing the following design guidelines:~~

- ~~1. By utilizing a creative approach to landscaping and screening, parking areas shall not become the predominant feature of the streetscape, especially as it relates to adjacent open spaces and arterial streets;~~
- ~~2. Landscaping and irrigation standards shall generally follow those required by Chapter 17.92 and may be modified by the required UDC review by city staff, prior to issuance of development or building permits.~~
- ~~3. Building setbacks shall be varied in accordance with corresponding building heights, uses and proposed shop front and street activity. Higher structures may require a larger front yard setback, for example.~~
- ~~4. Signage and minimum parking requirements (such as type and number of parking stalls shall generally follow Section 17.84.010 and Chapter 17.76, respectively, and may be modified by the required urban design concept review by city staff, prior to issuance of~~

development or building permits.

~~5. Pedestrian circulation of the village center environment is a priority and a strong emphasis on access to the central spine shall be maintained.~~

~~6. Buildings will be sited such that they frame the space in which they are sited, while maintaining a strong visual and pedestrian interface with surrounding areas.~~

~~7. Retail and service related uses shall maintain a pedestrian friendly design by utilizing wide sidewalks for use by pedestrians and for window shopping, cafe table use and the like. (Ord. 03-215 § 1; prior code § 194.03)~~

**17.60.040 CR-ST: regional commercial zoning district.**

~~A. Application. The CR zoning district is intended to provide primarily large scale retail uses that draw from a large regional market area. This district will allow uses that are similar to those located in other planning areas of the city; however, a higher degree of flexibility in the development regulations and guidelines for design of the uses will accommodate the unique nature of the Southeast Stewart Tract development.~~

~~B. Permitted Uses. The following uses shall be permitted in areas covered by an urban design concept:~~

~~1. Large planned retail oriented uses, including regional shopping/entertainment centers;~~

~~2. Business parks;~~

~~3. Motels and hotels;~~

~~4. Other compatible uses which are added to this list according to the procedure in Section 17.16.020.~~

~~C. Development Standards. Specific development standards for the regional commercial (CR) district shall be established as part of the urban design concept review by utilizing the following design guidelines:~~

~~1. By utilizing a creative approach to landscaping and screening, parking areas shall not become the predominant feature of the streetscape, especially as it relates to adjacent open spaces and arterial streets.~~

~~2. Landscaping and irrigation standards shall follow those required by Chapter 1792.~~

~~3. Building setbacks shall be varied in accordance with corresponding building heights, uses and proposed shop front and street activity. Higher structures may require a larger front yard setback, for example.~~

~~4. Signage and minimum parking requirements (such as type and number of parking stalls) shall generally follow Section 17.84.100 and Chapter 17.76, respectively, and may be modified by the required urban design concept review by city staff, prior to issuance of development or building permits. (Ord. 03-215 § 1; prior code § 194.04)~~

**17.60.050 R-REC-ST: recreational residential zoning district.**

~~A. Application. The R-REC-ST zoning district is intended to provide a variety of recreational oriented housing types, in addition to some neighborhood serving commercial uses. The urban design concept review shall establish the precise mixture of housing types and other uses in accordance with the provisions of this section.~~

~~B. Permitted Uses. The following uses shall be permitted in areas covered by an urban design concept subject to securing a building permit:~~

~~1. One family dwelling;~~

~~2. A small family day care home, a substance abuse recovery facility or a state-authorized, certified or licensed family care home, foster home or group home serving six or fewer children, mentally disordered or otherwise handicapped persons, or dependent and neglected children;~~

~~3. Fenced or enclosed swimming pools for either individual, family or communal use on an exclusive, noncommercial basis; provided, that no swimming pool shall be located within a utility easement or front yard;~~

~~4. Incidental and accessory structures and uses located on the same site with a permitted use;~~

~~5. Retail shops and related uses, when located in a neighborhood shopping center;~~

~~6. Dining establishments, including restaurants and cafes, when located in a neighborhood shopping center;~~

~~7. Public uses and places of assembly and entertainment, such as theaters, a library, cultural center and amphitheater, when located in or adjacent to a neighborhood shopping center;~~

~~8. Passive activity uses such as art galleries and studios, antique shops, arts and crafts centers and related uses, when located in a neighborhood shopping center;~~

~~9. Other compatible uses which are added to this list according to the procedure in Section 17.16.020.~~

~~C. Permitted Uses – Administrative Approval Required. The following uses shall be permitted in areas covered by an urban design concept subject to an administrative approval in accordance with the review procedure described in the West Lathrop Specific Plan:~~

~~1. Duplexes;~~

~~2. Enclosed temporary construction materials storage yards required in connection with the development of a subdivision, and temporary subdivision sales offices and signs and model home display areas;~~

~~3. Gas and electric transmission lines in accordance with Section 17.108.080, electrical distribution substations, gas regulator stations, communications equipment buildings, public service pumping stations and elevated pressure tanks;~~

~~4. Rest homes and nursing homes; boarding or rooming houses;~~

~~6. Mobilehomes on permanent foundations designed in accordance with the standards of Chapter 17.68.~~

~~7. Home occupations in accordance with Chapter 17.64;~~

~~8. Other compatible uses which are added to this list according to the procedure in Section 17.16.020.~~

~~D. Permitted Uses—Site Plan Review Required. The following uses shall be permitted in areas covered by an urban design concept subject to approval of a site plan in accordance with the review procedure described in the West Lathrop Specific Plan:~~

~~1. Two or more single family dwellings proposed for the same site;~~

~~2. Multifamily dwellings or apartments other than duplexes;~~

~~3. Other compatible uses which are added to this list according to the procedure in Section 17.16.020.~~

~~E. Conditionally Permitted Uses. The following uses shall be permitted in areas covered by an urban design concept subject to approval of a conditional use permit in accordance with the review procedure described in the West Lathrop Specific Plan:~~

~~1. Public and quasi public uses of an educational or religious type including public and parochial elementary schools, junior high schools, high schools and colleges; nursery schools; private nonprofit schools and colleges; churches; parsonages and other religious institutions;~~

~~2. Public and private charitable institutions, hospitals, sanitariums, rest homes, and nursing homes, including a state authorized, certified or licensed family care home, foster home or group home serving seven or more mentally disordered or otherwise handicapped persons, including rehabilitation homes for the alcohol and/or chemically dependent, or dependent and neglected children, where such homes provide care on a twenty four (24) hour basis;~~

~~3. Public uses of an administrative, recreational, public service or cultural type including city, county, state or federal administrative centers and courts, libraries, museums, art galleries, police and fire stations and other public buildings, structures and facilities; public playgrounds, parks and community centers;~~

~~4. Modest expansion or remodeling of an existing nonconforming use of a structure or land (except single family dwellings) limited to twenty five percent (25%) or less of the assessed value of existing structures, or reestablishment of a nonconforming use which has been damaged, except nonconforming signs and outdoor advertising structures, nonconforming uses occupying a structure with an assessed valuation of less than one hundred dollars (\$100.00) and nonconforming fences, walls and hedges. Single family dwellings may be expanded or remodeled as permitted by Chapter 17.16;~~

~~5. Scattered commercial uses such as restaurants, cafes, neighborhood deli/markets and places of assembly that take advantage of the unique character of the residential areas while preserving the predominant residential character of the neighborhood;~~

~~6. Other compatible uses which are added to this list according to the procedure in Section 17.16.020.~~

~~F. Development Standards. Specific development standards for the recreational residential (R-Rec) district shall be established as part of the urban design concept review by utilizing the following design guidelines:~~

~~1. Site Area and Frontage Requirements.~~

~~a. Minimum site area requirements:~~

~~i. For dwellings requiring a building permit: six thousand (6,000) square feet.~~

~~ii. For dwellings requiring an administrative approval: three thousand (3,000) square feet per dwelling unit.~~

~~iii. For dwellings requiring a site plan review: one thousand five hundred (1,500) square feet per dwelling unit.~~

~~iv. For nonresidential uses: an area of sufficient size to accommodate the intended use with required parking, landscaping, and the like.~~

~~b. Minimum frontage requirements:~~

~~i. For dwellings requiring a building permit: sixty (60) feet.~~

~~ii. For dwellings requiring an administrative approval or site plan review: fifty (50) feet.~~

~~iii. For nonresidential uses: a width of sufficient size to accommodate required access to a public street.~~

~~c. The minimum site area and frontage requirements may be reduced under the urban design concept review and/or a PUD when significant open space is included to result in an overall density as follows:~~

~~i. One unit for every six thousand (6,000) square feet of site area for dwellings permitted by building permit.~~

~~ii. One unit for every three thousand (3,000) square feet of site area for dwellings permitted by administrative approval.~~

~~iii. One unit for every one thousand five hundred (1,500) square feet of site area for dwellings permitted by site plan review.~~

~~2. Distance between structures. The minimum distance between a residence and another structure shall be ten (10) feet.~~

~~3. Yard Requirements and Coverage Standards. Minimum depth, setbacks and coverage regulations, shall be established during the urban design concept review and by the design review board (DRB). Not more than one dwelling shall be allowed on each site for dwellings requiring a building permit, except for second unit dwellings permitted by conditional use permit. Not more than two dwellings shall be allowed on each site for dwellings requiring an administrative approval. For dwellings permitted by site plan review and nonresidential uses, the number of units per site, yard and coverage standards shall be determined by the urban design concept review and by the design review board (DRB).~~

~~4. Building Height. No building or structure shall exceed thirty five (35) feet in height except as required for certain conditional uses or by variance of the planning commission for dwellings or uses allowed by building permit, administrative approval or site plan review.~~

~~5. Signs and Off-Street Parking and Off-Street Loading. All sign requirements and restrictions, other than those for special signs included in Section 17.84.020(H), shall be established during the urban design concept review and by the design review board (DRB). Off-street parking and loading standards shall be consistent with Chapter 17.76, unless modified by urban design concept review and by the design review board (DRB).~~

~~6. Fences, Walls and Hedges. All fences, walls and hedges and similar screening device requirements and restrictions shall be established during the urban design concept review and by the design review board.~~

~~7. Urban Design Concept and Neighborhood Design Concept Consistency. All permitted or conditionally permitted uses shall comply with the UDC and NDR approvals for the area. (Ord. 03-215 § 1; Ord. 96-132)~~

**17.60.0360 R-ST: residential zoning district.**

Application. The residential zoning district shall only be applied to ~~one existing single-family residential area~~ (approximately nine acres) on the Southeast Stewart Tract and is defined as those uses and development standards found in Chapter 17.32. Single-family residential uses and clustered housing are permitted with a density in compliance with the City's General Plan. (Ord. 96-132)

**17.60.0470 RCO: resource conservation and open space zoning district.**

Application. The resource conservation and open space zoning district shall be that described in Chapter 17.20, except that uses listed in Section 17.20.040 (Conditional uses) shall be permitted uses herein subject to securing site plan approval. (Ord. 96-132)

**17.60.0580 UR: urban reserve zoning district.**

Application. The urban reserve zoning district shall be that described in Chapter 17.24. (Ord. 96-132)

**17.60.0690 Review process.**

The review process for all applications on the Southeast Stewart Tract or in Mossdale Village shall be those described in the West Lathrop Specific Plan. If any process or application is not included in the West Lathrop Specific Plan, then the process as found in the city code shall apply. (Ord. 03-215 § 1; Ord. 96-132)

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**Chapter 17.62 CENTRAL LATHROP ZONING DISTRICTS**

[...]

**Article 2. VR-CL: Variable Density Residential District**

**17.62.021 Purpose and application.**

The VR-CL zoning district provides for a mix of low- and medium-density residential uses, The VR-CL District regulations are designed to promote and encourage a pleasant environment for family life and to provide space for community facilities needed to complement residential neighborhoods. (Ord. 04-245 § 3)

**17.62.022 Permitted uses.**

- A. One-family dwellings;
- B. Multi-family dwellings;
- C. A “small family day care home” as defined and regulated by the State Health and Safety Code, which provides care to eight or fewer children, including children who reside in the home;
- D. A “large family day care home” as defined and regulated by the State Health and Safety Code for nine to fourteen (14) children, inclusive, including children who reside in the home;
- ~~E~~. A small residential care home;
- ~~F~~. An alcoholic recovery facility as defined by the State Health and Safety Code, which provides care to six or less persons, whether or not related;
- ~~G~~. Accessory structures and uses located on the same site with a permitted use;
- H. Fenced or enclosed swimming pools for either individual, family or communal use on an exclusive non-commercial basis, provided that no swimming pool shall be located within a utility easement or a front yard;
- I. Neighborhood parks;
- J. Open space;
- K. Public or private playgrounds;



LK. Public schools;

ML. The keeping of animals in accordance with Chapter 17.28 of the Lathrop Zoning Code;

NM. Other uses which are added to this list according to the procedures in Section 17.16.020 of the Lathrop Zoning Code. (Ord. 16-365 § 1; Ord. 04-245 § 3)

**17.62.023 Permitted uses: administrative approval required.**

The following uses may be permitted in accordance with the provisions of Chapter 17.108 of the Lathrop Zoning Code:

~~A. Second housing units as permitted by Chapter 17.80 of the Lathrop Zoning Code.~~

AB. Rest homes and nursing homes; and boarding or rooming houses.

BC. Home occupations in accordance with the provisions of Chapter 17.64 of the Lathrop Zoning Code.

CD. Enclosed temporary construction materials storage yards required in connection with the development of a subdivision in accordance with Section 17.16.010 of the Lathrop Zoning Code.

DE. Temporary subdivision sales offices and signs, model homes, and model home display areas in accordance with Section 17.16.010 of the Lathrop Zoning Code.

~~F. A “large family day care home” as defined and regulated by the State Health and Safety Code for nine to fourteen (14) children, inclusive, including children who reside at the home.~~

EG. Garden structures in accordance with the development standards described in this section.

FH. Tennis courts, including related fencing over seven feet in height located on the same site as a permitted or conditional use.

GI. Expansion, remodeling, or additions to a conditional use that are not considered an incidental or accessory use as defined in Section 17.04.080 of the Lathrop Zoning Code.

HJ. Incidental and accessory structures and uses as defined in Section 17.04.080 of the Lathrop Zoning Code on the same site as a use that is permitted by administrative approval or a conditional use.

IK. Other uses added to this list according to the procedures in Section 17.16.020 of the Lathrop Zoning Code. (Ord. 04-245 § 3)

[...]

**Article 3. HR-CL: High Density Residential**

**17.62.031 Purpose and application.**

The HR-CL zoning district is intended to provide for the development of multi-family residential uses at densities consistent with the General Plan. These uses and regulations are designed to afford livable neighborhoods while incorporating other uses for community facilities and needs to facilitate urban living. (Ord. 04-245 § 3)

**17.62.032 Permitted uses.**

- A. One-family dwellings limited to:
  - 1. A single-family dwelling replacing an existing single-family dwelling on a one for one basis,
  - 2. A single-family dwelling on an existing lot of eight thousand (8,000) square feet or less, or
  - 3. Single-family dwellings that are part of a housing development with the majority of units affordable to extremely low, very low, and/or low income households; multifamily dwellings;
- B. Two or more single-family dwellings proposed for the same site limited to:
  - 1. One of the single-family dwellings is replacing an existing single-family dwelling on a one for one basis,
  - 2. The dwellings are on an existing lot of 8,000 square feet or less, or
  - 3. Single-family dwellings that are part of a housing development with the majority of units affordable to extremely low, very low, and/or low income households;
- C. Multifamily dwellings, flats, townhouses or apartments;
- D. Duplexes;
- E. Artist’s studios; live/work units;
- F. A small family day care home, a substance abuse recovery facility, or a small residential care home as provided in Section 17.32.020 of the Lathrop Zoning Code;
- G. A “large family day care home” as defined and regulated by the State Health and Safety Code for nine to fourteen (14) children, inclusive, including children who reside in the

home;

HG. Fenced or enclosed swimming pools for either individual, family or communal use or an exclusive non-commercial basis, provided that no swimming pool shall be located within a utility easement or a front yard;

IH. Incidental and accessory structures and uses on the same site as a permitted use;

JL. Neighborhood parks;

KJ. Open space;

LK. Public or private playgrounds;

ML. The keeping of animals in accordance with Chapter 17.28 of the Lathrop Zoning Code;

NM. Other uses added to this list according to the procedures in Section 17.16.020 of the Lathrop Zoning Code. (Ord. 20-411 § 1; Ord. 16-365 § 1; Ord. 04-245 § 3)

**17.62.033 Permitted uses: administrative approval required.**

The following uses may be permitted in accordance with the provisions of Chapter 17.108 of the Lathrop Zoning Code:

~~A. — Second housing units as permitted by Chapter 17.80 of the Lathrop Zoning Code.~~

~~B. — A large family day care home as defined and regulated by the State Health and Safety Code for nine to fourteen (14) children inclusive, including children who reside in the home.~~

AC. Enclosed temporary construction materials storage yards required in connection with the development of a subdivision in accordance with Section 17.16.010 of the Lathrop Zoning Code.

BD. Temporary subdivision sales offices and signs, model homes, and model home display areas in accordance with Section 17.16.010.

CE. Home occupations in accordance with the provisions of Chapter 17.64 of the Lathrop Zoning Code.

DF. Garden structures in accordance with the development standards described in this section.

EG. Tennis courts, including related fencing over seven feet in height located on the same site as a permitted or conditional use.

FH. Incidental and accessory structures and uses on the same site as a use permitted by administrative approval or conditional use.

GI. Other uses added to this list according to the procedures in Section 17.16.020. (Ord. 04-245 § 3)

[...]

**Article 4. R/MU-CL: Residential/Mixed-Use Zoning District**

**17.62.041 Purpose and application.**

The R/MU-CL zoning district provides for a mix of or a single use of retail, services, restaurants, offices, higher density residential, and/or civic uses. This flexibility allows the ability to create interesting projects and other spaces at the core of the community, and to relate to the surrounding land uses and activities. (Ord. 04-245 § 3)

**17.62.042 Permitted uses.**

~~\_\_\_\_\_A. Any use listed as permitted in Section 17.62.022; permitted uses in the VR-CL district.~~

AB. Any use listed as permitted in Section 17.62.032; permitted uses in the HR-CL district.

BC. Services including, but not limited to:

- (1) Arts instruction (music, dance, painting)
- (2) Appliance and equipment repair (small)
- (3) Automatic teller machine
- (4) Barber/beauty shop/nail salon
- (5) Copying and printing
- (6) Drapery and blind installation
- (7) Dry cleaner/laundry (no plant on premises)
- (8) Format wear/rental
- (9) Laundromat
- (10) Locksmith

- (11) Photographic studio
- (12) Tailor
- (13) Travel agency
- (14) Watch and clock repair
- CD. Local serving retail including, but not limited to:
  - (1) Apparel/accessories
  - (2) Art gallery/supply store
  - (3) Automotive supply
  - (4) Bagel/donut shop
  - (5) Bakery
  - (6) Beauty supply store
  - (7) Beer/wine store, sales-tasting
  - (8) Bicycle shop
  - (9) Bookstore/newsstand
  - (10) Cafe
  - (11) Camera equipment and supply
  - (12) Candy and confectioners
  - (13) Computers/electronic equipment
  - (14) Coffeehouse
  - (15) Costume/wig shop
  - (16) Consignment/thrift store
  - (17) Fabric/craft store
  - (18) Delicatessen

- (19) Drug/pharmacy (prescription and over the counter)
- (20) Dry goods
- (21) Floor coverings
- (22) Florist/plant shop (fertilizer to be stored and sold only in packaged form)
- (23) Food/grocery store—Supermarkets, markets, health, specialty, other
- (24) Gift shop/novelty
- (25) Hardware
- (26) Home appliances
- (27) Ice cream/yogurt shop
- (28) Jewelry store
- (29) Music store
- (30) Paint, glass and wallpaper store
- (31) Party supplies
- (32) Pet store and supplies
- (33) Phone/Internet service provider
- (34) Postal/mail store
- (35) Picture framing shop
- (36) Restaurant (no drive-through)
- (37) Shoe store/shoe repair
- (38) Specialty goods, including cooking supplies, house wares, linen, window coverings, china/glassware, etc.
- (39) Sporting goods
- (40) Stationary/office supplies/card shop
- (41) Toy store/hobby shop

(42) Variety store

(43) Video store, subject to limitations of Chapter 5.08 of the Lathrop Municipal Code

DE. Business and professional offices, including, but not limited to:

(1) Professional offices including accounting, architectural, dental, engineering, legal, etc.

(2) Small business offices

EF. Other uses including, but not limited to:

(1) Outdoor seating for food establishments

(2) Parking lot

G. Incidental and accessory structures and uses on the same site as a permitted use.

FH. Other uses added to this list by the planning commission according to the procedures in Section 17.16.020 of the Lathrop Municipal Code. (Ord. 04-245 § 3)

**17.62.043 Permitted uses: administrative approval required.**

The following uses may be permitted in accordance with the provisions of Chapter 17.108 of the Lathrop Zoning Code:

~~A. Second housing units as permitted by Chapter 17.80 of the Lathrop Zoning Code.~~

AB. Enclosed temporary construction materials storage yards required in connection with the development of a subdivision in accordance with Section 17.16.010 of the Lathrop Zoning Code.

BC. Temporary subdivision sales offices and signs, model homes, and model home display areas in accordance with Section 17.16.010.

CD. Home occupations in accordance with the provisions of Chapter 17.64 of the Lathrop Zoning Code.

DE. Garden structures in accordance with the development standards described in this chapter.

EF. Tennis courts, including related fencing over seven feet in height located on the same site as a permitted or conditional use.

FG. Banks, savings and loan and other financial institutions.

GH. Electrical transmission and distribution sub-stations, gas regulator stations, public service pumping stations and elevated pressure tanks.

HI. Garden supply and plant nurseries.

IJ. Liquor, packaged.

JK. Medical, optometry, and dental clinics and offices.

KL. Recreational facility—Indoor.

LM. Incidental and accessory structures and uses on the same site as a use permitted by administrative approval or conditional use.

MN. Other uses added to this list according to the procedures in Section 17.16.020. (Ord. 04-245 § 3)

**17.62.044 Conditional uses—Planning commission approval required.**

The following uses may be permitted in accordance with the provisions of Chapter 17.112 of the Lathrop Zoning Code:

A. State authorized licensed day care centers ~~for thirteen (13) or more children.~~

B. Churches and other religious facilities.

~~C. A large family day care home as defined and regulated by the State Health and Safety Code for nine to fourteen (14) children inclusive, including of children who reside in the home.~~

CD. Modest expansion or remodeling of an existing nonconforming use of a structure or land, up to fifty percent (50%) or less of the value of the structure, or reestablishment of a nonconforming use which has been damaged, except nonconforming signs and outdoor advertising structures, nonconforming uses occupying a structure with an assessed valuation of less than two hundred dollars (\$200), and nonconforming fences, walls and hedges.

DE. Gas and electric transmission lines in accordance with Section 17.108.080 of the Lathrop Zoning Code, electrical distribution substations, gas regulator stations, communications equipment buildings, public service pumping stations and elevated pressure tanks.

EF. Public and quasi-public uses of an educational or religious type, including parochial schools, colleges, nursery schools, private non-profit schools and colleges, churches, parsonages and other religious institutions.

FG. Public uses of an administrative, recreational, public service or cultural type including post offices, libraries, museums, art galleries, and other public buildings, structures and



facilities; and community centers, senior centers and youth centers.

GH. Public and private charitable institutions, hospitals, sanitariums, including a state authorized, certified or licensed family care homes, foster homes or group homes serving seven or more mentally disordered or otherwise handicapped persons, including rehabilitation homes for the alcohol and/or chemically dependent, or dependent and neglected children, where such homes provide care on a twenty-four (24) hour basis.

HI. Reclaimed water storage and water quality ponds.

IJ. Spray fields.

JK. Storm drain detention and retention ponds.

KL. Bars, cocktail lounges or nightclubs.

LM. Microbreweries.

N. ~~Communications equipment.~~

MØ. Street fair or farmer’s market.

NP. Theater—Indoor (dinner, movie, live play, etc.).

OQ. Video arcade.

PR. Other uses added to this list according to the procedures in Section 17.16.020 of the Lathrop Zoning Code. (Ord. 04-245 § 3)

[...]

**Table 17.62.120 Central Lathrop Specific Plan: Non-Residential Site Development Standards**

	Office Commercial (CO-CL)	Office-Comm./Var. Res./WWTP (OC/VR/WWTP-CL)	Neighborhood Commercial (NC-CL)	Specialty Commercial (SPC-CL)	Residential Mixed-Use (R/MU-CL)	Public/Semi-Public/Neighborhood Commercial (P/SP/NC-CL)
<b>Min. Street Frontage Setbacks</b>						
Lathrop Center District	n/a <sup>1</sup>	n/a <sup>1</sup>	0	n/a <sup>1</sup>	0	0
Golden Valley Parkway	10	10	10	n/a	n/a <sup>1</sup>	n/a <sup>1</sup>
Other Streets	10	10	n/a <sup>1</sup>	10	n/a	10
<b>Other Setbacks</b>						
Front, Rear and Side Yards	0	0	0	0	0	0
<b>Height Requirements</b>						
Maximum Building Height <sup>3</sup>	75	75	45	35	65	45
Special Tower Elements	n/a	n/a	70	70	70	70
Minimum Building Height	n/a	n/a	15	15	15	15
<b>Building Separation</b>						

	Office Commercial (CO-CL)	Office-Comm./Var. Res./WWTP (OC/VR/WWTP-CL)	Neighborhood Commercial (NC-CL)	Specialty Commercial (SPC-CL)	Residential Mixed-Use (R/MU-CL)	Public/Semi-Public/Neighborhood Commercial (P/SP/NC-CL)
Standard	Per CBC <sup>5</sup>	Per CBC <sup>5</sup>	Per CBC <sup>5</sup>	Per CBC <sup>5</sup>	Per CBC <sup>5</sup>	Per CBC <sup>5</sup>
Pedestrian Access Width	15	15	15	15	15	15
<b>Lot Size and Coverage</b>						
Minimum Parcel Area	None	None	None	None	None	None
Minimum Width	None	None	None	None	None	None
Minimum Depth	None	None	None	None	None	None
Maximum FAR	0.60	0.60	0.60	0.40	4.0	0.60
Maximum Coverage	70%	70%	60%	60%	90%	70%
<b>Off-Street Parking</b>						
Lathrop Center District	1 stall per 400 net usable square feet					
Remainder of CLSP	1 stall per 400 net usable sq. ft. for office; other uses per Chapter 17.7684 of the Lathrop Municipal Code					

**Notes to Table 17.62.120**

- <sup>1</sup> n/a = not applicable.
- <sup>2</sup> Building or parking area fronting any public street - measured from property line or right-of-way.
- <sup>3</sup> Exceptions to maximum height may be granted through Design Review for towers, steeples, cupolas, dormers, flagpoles and other architectural elements.
- <sup>4</sup> Minimum width between structures when pedestrian access way provided.
- <sup>5</sup> California Building Code.
- <sup>6</sup> Reductions of parking standards may be granted for shared parking subject to approval of a parking study concurrent with Design Review.

(Ord. 08-276 § 1)

[...]

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## **Chapter 17.64 HOME OCCUPATIONS**

### **17.64.010 Procedure.**

Home occupations shall be permitted only in accordance with the regulations in Chapter 17.108 and this chapter. (Ord. 92-73)

### **17.64.020 Standards.**

A. Before approving an application for a home occupation in accordance with the provisions of Chapter 17.108 and this section, the planning director shall determine that the proposed home occupation will comply with the following standards:

1. A home occupation within a dwelling unit shall be clearly incidental to the use of the structure as a dwelling.

2. A home occupation shall not be conducted in any accessory structure, other than a garage, and there shall be no storage of equipment or supplies in any accessory structure, other than a garage, or outside the dwelling.

3. Only residents of the dwelling may be engaged in work activities at the residence. Employees may not come to the residence for work purposes, including pick-up of materials, vehicles, assignments, or similar purposes.

4. Sales of goods on the premises shall be limited to the products of the home occupation, and no merchandise or goods shall be sold, kept or displayed for the purposes of sale on the premises.

5. Merchandise not produced on the premises may be kept and stored for purposes of sale at locations off the premises; provided, that such merchandise is limited to small articles, such as jewelry, cosmetics and similar items of merchandise which can be carried by one person in a case or other container. For purposes of this standard, materials typically involved in providing contracting services, such as plumbing, heating, air conditioning, electrical, carpentry and landscaping are not included within the meaning of the clause “small articles.”

6. A home occupation may involve the performance of business and professional services in which goods, wares and merchandise are not commercially created, sold or exchanged, but shall not include beauty salons, barber shops, medical offices, tattoo parlors, fortune tellers, palm readers or similar services, unless otherwise permitted to operate a Mobile Unit authorized by the CA Department of Consumer Affairs, Board of Barbering and Cosmetology.

[...]

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## **Chapter 17.76 OFF-STREET PARKING AND LOADING**

[...]

### **17.76.020 Off-street parking facilities required.**

A. Definition. A “parking space” shall be an area for the parking of a motor vehicle, plus those additional areas and facilities required to provide for safe access to and from the space. The area set aside to meet these provisions must be useable and accessible for the type of parking need that must be satisfied.

B. Special Limitations and Requirements in Residential Areas.

1. In any residential district, no recreation vehicle, including motor home, camping trailer, boat trailer, boat, pick-up camper, fifth wheel or dune buggy, utility trailer shall be stored or parked except within an enclosed side or rear yard or within a garage or carport; no semi truck and trailer, semi-truck, trailer or other truck exceeding one ton of capacity shall be parked within any residential district.

2. In any residential district, all motor vehicles incapable of movement under their own power, other than in cases of emergency accident or breakdown, shall be stored in an entirely enclosed space, garage or carport. No more than one such vehicle shall be so stored at any time, and no more than one such vehicle shall be allowed to be under repair at any time. Parking on lawns or other areas in front yards, other than on a driveway, is prohibited.

C. When Off-Street Parking is Required. Except as provided in subsection J below or in Section 17.76.100, there shall be provided off-street parking facilities in accordance with the provisions of this chapter when any of the following shall occur:

1. Initial occupancy of a site;
2. A major alteration or enlargement of a use, site or building;
3. A change in use that requires additional parking.

[...]

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## **Chapter 17.80 ACCESSORY DWELLING UNITS**

[...]

### **17.80.030 Development standards.**

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

1. ADU Type, Location & Size.

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

b. Detached Unit. An ADU structurally independent and detached from the existing or proposed primary dwelling shall not exceed one thousand two hundred (1,200) square feet.

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

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

2. JADU Location, Size, and Standards.

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

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

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

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

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

3. Setbacks.

a. Have minimum interior side and rear setbacks of four feet and street side setback of ten (10) feet.

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

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

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

5. Location on Parcel. An accessory dwelling unit can either be attached to, or located within, the proposed or existing primary dwelling, including attached garages, storage areas or similar uses, or an accessory structure or detached from the proposed or existing primary dwelling and located on the same lot as the proposed or existing dwelling.

B. Compatibility. The accessory dwelling unit shall be designed and constructed to be compatible with the existing house as to height, style, materials, and colors.

C. Access. Doorway access shall be provided either to the side or rear of the accessory dwelling unit. Doorway access may front the street for detached ADUs as long as the detached ADU is recessed from the main dwelling unit and located behind the front yard fence. ~~Direct doorway access to the front yard is prohibited.~~ The accessory dwelling unit shall utilize the same vehicular access which serves the existing dwelling unit.

[...]

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## **Chapter 17.97 WIRELESS COMMUNICATION FACILITIES**

### **17.97.010 Purpose and intent.**

The purpose of this chapter is two-fold: (A) to implement within the jurisdictional boundaries of the city the applicable zoning, land use and other laws, rules, regulations and policies and procedures applicable to siting applications filed with the city by wireless communications facilities infrastructure owners and operators and wireless communications service providers, which seek to install or attach their facilities at locations in Lathrop; and (B) to accommodate new wireless technologies and continued improvements to existing wireless communications facilities while minimizing their adverse visual and structural health and safety impacts. Consistent with that purpose, the provisions of this section are to be construed in a manner that is consistent with: (1) the interest of consumers in receiving the benefits of the deployment of ultra-high-speed and high-capacity broadband wireless communication facilities technology and innovations and the delivery of ultra-high-speed and high-capacity broadband wireless communications facilities services; (2) the interest in safeguarding the environment, and addressing aesthetics and other local values; and (3) the interest in promoting the public health, safety and welfare in Lathrop.

A wireless communications facility is permitted to be sited in Lathrop subject to applicable requirements imposed by this chapter, which ~~may include~~ includes a site plan review process, and a conditional use permit application process, or both. These processes are intended to permit wireless communications facilities that blend with their existing surroundings and do not negatively impact the environment, historic properties, or public safety. The procedures prescribed by this chapter are tailored to the type of wireless communication facility that is sought. Building-mounted wireless communications facilities and collocation of facilities are preferred and encouraged, subject to all other provisions of this chapter. (Ord. 16-369 § 1)

[...]

### **17.97.080 Tier 3 WCF permit process and findings.**

A. A Tier 3 WCF permit shall be reviewed by the planning commission as part of a site plan review and ~~or~~ conditional use permit. If denied by the planning commission, applicant may appeal to city council for reconsideration pursuant to Section 17.100.070.

B. The council on appeal shall grant a Tier 3 WCF permit provided the proposed WCF complies with the development standards in Section 17.97.090 and the conditions of approval in Section 17.97.100, and all of the site plan review findings in Chapter 17.100 and the conditional use permit findings in Chapter 17.112 can be made.

C. Planning commission or city council on appeal, shall deny a Tier 3 WCF permit if the above findings cannot be made. (Ord. 16-369 § 1)

[...]

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**Chapter 17.100 SITE PLAN REVIEW**

[...]

**17.100.110 Revocation.**

The revocation of a site plan shall be governed by the provisions of Section 17.112.1230.  
(Ord. 92-73)

[...]



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## **Chapter 17.108 ADMINISTRATIVE APPROVAL OF CERTAIN USES**

[...]

### **17.108.090 Review of temporary uses.**

In order to assure the protection of the health, safety and welfare of the citizens of the city, while still providing for their pleasure and convenience, the community development director or the city manager's designee may issue a permit for the establishment of temporary uses within the city in accordance with the following procedure and conditions; however, at his or her discretion or at the request of the planning commission, he or she may refer any application for a temporary use or structure to the planning commission for consideration.

A. Prior to the establishment of any temporary use on any lot or parcel in the city, an administrative approval shall be obtained from the planning division. Such permit may be issued for a maximum of thirty (30) days after the date of issue for any use which is deemed by the community development director or the city manager's designee, to be of a temporary nature upon making the findings required in Section 17.108.030.

B. Temporary uses for which permits may be granted include, but are not limited to, carnivals, circuses, religious revivals, Christmas tree lots, promotions and sales in trucks or trailers, animal shows or displays and pumpkin patches.

C. Temporary uses conducted entirely within a structure that is occupied by an existing business or organization shall be exempt from the provisions of this section.

D. Ingress and egress shall be limited to that designated by the community development department. Appropriate directional signs, barricades, fences or landscaping shall be provided where required.

E. Off-street parking facilities shall be provided on the site of each temporary use.

F. Upon termination of the temporary use or abandonment of the site, the applicant shall remove all materials and equipment and restore the premises to its original condition.

G. The opening and closing time for promotional enterprises shall coincide with the hours of operation of the sponsoring commercial establishment. Reasonable time limits for other uses may be set by the community development director or the city manager's designee, based on the impact of the use on surrounding properties.

H. The following temporary uses are exempt from the permit requirements of this chapter, provided that they comply with the development standards listed herein:

1. Garage sales consistent with Section 17.16.110.
2. Fireworks stand, provided that the necessary permit(s) are obtained from the fire department and/or other regulatory agencies consistent with the requirements of Chapter 8.13.
3. Temporary events sponsored by the City and held on City owned facilities or property.
4. Temporary construction/laydown yard for a utility company that is associated with a construction project in the City.

I. Applications for temporary permits shall be submitted and processed as described in this chapter except that the application shall be accompanied by the following:

1. Five copies of a dimensional plot plan showing the following:
  - a. The subject property with the lot lines and abutting properties,
  - b. The location of the temporary use related to the subject and adjoining properties,
  - c. The parking, driveways and loading areas,
  - d. The vehicular ingress and egress;
2. One copy of the dimensioned elevations of any structure proposed for the location;
3. A description of the proposed means of providing sewer and water to the site, if appropriate;
4. A copy of the notice to animal control as required by Section 25989.1 of the California Health and Safety Code.

J. The community development director or the city manager's designee shall have the authority to approve or disapprove the application, or to approve it subject to compliance with such conditions as may be deemed necessary to carry out the purposes of this title and to meet the requirements listed in subsection A of this section.

K. In the event the applicant is not satisfied with the decision of the community development director or the city manager's designee, the applicant may appeal the decision as outlined in Section 17.108.050. (Ord. 13-329 § 1; Ord. 10-298 § 1; Ord. 99-168)

**CITY OF LATHROP  
PLANNING COMMISSION RESOLUTION NO. 21-30**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LATHROP RECOMMENDING CITY COUNCIL ADOPT VARIOUS AMENDMENTS TO THE LATHROP MUNICIPAL CODE TO MODERNIZE, SIMPLIFY, AND STREAMLINE VARIOUS SECTIONS OF TITLE 17, ZONING CODE AND TITLE 10, VEHICLES AND TRAFFIC (TA-21-151)**

**WHEREAS**, the City of Lathrop Planning Commission held a duly noticed public hearing to consider the text amendment pursuant to the Lathrop Municipal Code; and

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

**WHEREAS**, Chapter 17.124 of the Lathrop Municipal Code mandates the transmittal of a 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(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

**WHEREAS**, 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 goals by providing streamline procedures, minor clarifications and incorporate updated policies; 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 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 Municipal Code Text Amendment No. TA-21-151 as shown in Attachments 2 through 15, incorporated by reference herein.

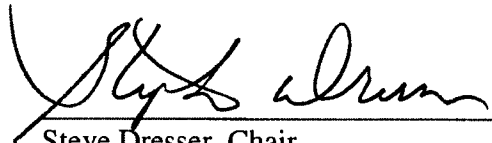
**PASSED AND ADOPTED** by the Planning Commission of the City of Lathrop at a regular meeting on the 15<sup>th</sup> day of December, 2021 by the following vote:

AYES: Dresser, Rhodes, Ishihara, Ralmilay

NOES: None

ABSTAIN: None

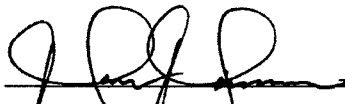
ABSENT: Gatto



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Steve Dresser, Chair

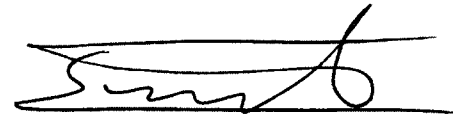
ATTEST:



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Mark Meissner, Secretary

APPROVED AS TO FORM:



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Salvador Navarrete, City Attorney

## ITEM 5.3

### CITY MANAGER'S REPORT JANUARY 10, 2022 CITY COUNCIL REGULAR MEETING

**ITEM:** **CONSIDER CREATION OF CIP PW 22-36 FOR AQUIFER STORAGE AND RECOVERY, AND APPROVAL OF AGREEMENT WITH CAROLLO ENGINEERS, INC. AND RELATED BUDGET AMENDMENT**

**RECOMMENDATION:** **Council to Consider the Adoption of a Resolution Approving the Creation of Capital Improvement Project (CIP) PW 22-36 for the Aquifer Storage and Recovery, and Approve Professional Services Agreement with Carollo Engineers, Inc. and Approve Related Budget Amendment**

---

#### **SUMMARY:**

The City's drinking water comes from two sources, local groundwater and surface water purchased from the South San Joaquin Irrigation District (SSJID). The City's water supply is reliable and staff has taken the necessary steps to plan for future growth and the corresponding water needs; however, there are some risks that are especially challenging to plan for. These risks include but are not limited to, prolonged droughts, new State regulatory requirements, emerging groundwater contaminants, and management of upstream reservoirs.

To mitigate these risks and further protect the City's water supply needs, staff is requesting that City Council consider creating a Capital Improvement Project (CIP) to evaluate the use of Aquifer Storage and Recovery (ASR). ASR is a water resources management technique for actively storing water underground during wet periods for recovery when needed. The injection and extraction of water is done using a well and is permitted through the State Water Board.

Staff is recommending that City Council approve the creation of Capital Improvement Project PW 22-36 Aquifer Storage and Recovery with an initial budget of \$350,000. In addition, staff is requesting Council approve a Professional Services Agreement with Carollo Engineers, Inc. (Carollo) in the amount of \$301,744 for completing the engineering feasibility study and preliminary design.

Project funds were not included in the adopted Fiscal Year (FY) 21/22 Budget, therefore, staff is requesting that Council approve a budget amendment allocating \$350,000 of the Water Capital Replacement Fund 5600 for the proposed project to complete the feasibility study and preliminary design.

**CITY MANAGER'S REPORT** **PAGE 2**  
**JANUARY 10, 2022 CITY COUNCIL REGULAR MEETING**  
**CONSIDER CREATION OF CIP PW 22-36 FOR AQUIFER STORAGE AND RECOVERY, AND APPROVAL OF AGREEMENT WITH CAROLLO ENGINEERS, INC. AND RELATED BUDGET AMENDMENT**

**BACKGROUND:**

The City's drinking water comes from two sources, local groundwater and surface water purchased from the South San Joaquin Irrigation District (SSJID). The City's water supply is reliable and staff has taken the necessary steps to plan for future growth and the corresponding water needs; however, there are some risks that are especially challenging to plan for. These risks include but are not limited to, prolonged droughts, new State regulatory requirements, emerging groundwater contaminants, and management of upstream reservoirs.

To mitigate these risks and further protect the City's water supply needs, staff is requesting that City Council consider creating a Capital Improvement Project (CIP) to evaluate the use of Aquifer Storage and Recovery (ASR). ASR is a water resources management technique for actively storing water underground during wet periods for recovery when needed. The injection and extraction of water is done using a well and is permitted through the State Water Board. If approved by Council, the CIP would consist of a feasibility study, design, permitting, and construction.

At the request of staff, Carollo has provided a proposal to assist the City with completing the engineering feasibility study and preliminary design for the ASR project for a cost not to exceed \$301,744. Carollo's scope includes coordinating and oversight of drilling an ASR test hole, water quality sampling and testing, and recommendations for the ASR well design.

**REASON FOR RECOMMENDATION:**

Aquifer Storage and Recovery would allow for greatly improved reliability of the City's water supplies by pumping and storing surface water purchased from the South San Joaquin Irrigation District during wet seasons into the ground for subsequent recovery and use during dry seasons, times of drought, or water supply shortage. Creation of CIP PW 22-36 Aquifer Storage and Recovery, approval of the agreement with Carollo, and allocation of funds would allow staff to move forward with completion of the engineering feasibility study and preliminary project design.

**FISCAL IMPACT:**

Staff is requesting that City Council approve the creation of Capital Improvement Project PW 22-36 Aquifer Storage and Recovery with an initial budget of \$350,000. Sufficient funds were not included in the adopted Fiscal Year 21/22 Budget; therefore, staff is requesting that Council approve a budget amendment allocating \$350,000 of the Water Capital Replacement Fund 5600 as follows:

**CITY MANAGER'S REPORT** **PAGE 3**  
**JANUARY 10, 2022 CITY COUNCIL REGULAR MEETING**  
**CONSIDER CREATION OF CIP PW 22-36 FOR AQUIFER STORAGE AND RECOVERY, AND APPROVAL OF AGREEMENT WITH CAROLLO ENGINEERS, INC. AND RELATED BUDGET AMENDMENT**


Increase Transfers Out		
5600-99-00-990-90-10		\$350,000
Increase Transfers In		
5690-99-00-393-00-00	PW 22-36	\$350,000
Increase Expenditures		
5690-80-00-420-12-00	PW 22-36	\$350,000

**ATTACHMENTS:**

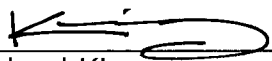
- A. Resolution Approving the Creation of Capital Improvement Project (CIP) PW 22-36 for the Aquifer Storage and Recovery, and Approve Professional Services Agreement with Carollo Engineers, Inc. and Approve Related Budget Amendment.
- B. Professional Services Agreement with Carollo Engineers, Inc. to Provide the Lathrop Aquifer Storage and Recovery Feasibility Study and Funding Support, CIP PW 22-36

**CITY MANAGER'S REPORT** **PAGE 4**  
**JANUARY 10, 2022 CITY COUNCIL REGULAR MEETING**  
**CONSIDER CREATION OF CIP PW 22-36 FOR AQUIFER STORAGE AND**  
**RECOVERY, AND APPROVAL OF AGREEMENT WITH CAROLLO ENGINEERS,**  
**INC. AND RELATED BUDGET AMENDMENT**

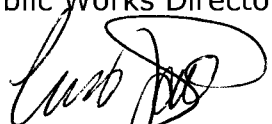
**APPROVALS:**

  
\_\_\_\_\_  
Greg Gibson  
Senior Civil Engineer


12/14/2021  
Date

  
\_\_\_\_\_  
Michael King  
Public Works Director


12-14-2021  
Date

  
\_\_\_\_\_  
Cari James  
Finance Director

12/14/2021  
Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

12-14-2021  
Date

  
\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

1-4-22  
Date



**RESOLUTION NO. 22-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE CREATION OF CAPITAL IMPROVEMENT PROJECT (CIP) PW 22-36 FOR THE AQUIFER STORAGE AND RECOVERY, AND APPROVE PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO ENGINEERS, INC. AND APPROVE RELATED BUDGET AMENDMENT**

**WHEREAS**, the City’s drinking water comes from two sources, local groundwater and surface water purchased from the South San Joaquin Irrigation District (SSJID). The City’s water supply is reliable and staff has taken the necessary steps to plan for future growth and the corresponding water needs; and

**WHEREAS**, there are some risks that are especially challenging to plan for, including but are not limited to, prolonged droughts, new State regulatory requirements, emerging groundwater contaminants, and management of upstream reservoirs; and

**WHEREAS**, to mitigate these risks and further protect the City’s water supply needs, staff is requesting that City Council consider creating a Capital Improvement Project (CIP) to evaluate the use of Aquifer Storage and Recovery (ASR); and

**WHEREAS**, ASR is a water resources management technique for actively storing water underground during wet periods for recovery when needed. The injection and extraction of water is done using a well and is permitted though the State Water Board; and

**WHEREAS**, at the request of staff, Carollo Engineers, Inc. (Carollo) has provided a proposal to assist the City with completing the engineering feasibility study and preliminary design for the ASR project for a cost not to exceed \$301,744; and

**WHEREAS**, staff is recommending that City Council approve the creation of CIP PW 22-36 Aquifer Storage and Recovery with an initial budget of \$350,000. In addition, staff is requesting Council approve a Professional Services Agreement with Carollo in the amount of \$301,744 for completing the engineering feasibility study and preliminary design; and

**WHEREAS**, project funds were not included in the adopted Fiscal Year (FY) 21/22 Budget, so therefore staff is requesting that Council approve a budget amendment allocating \$350,000 of the Water Capital Replacement Fund 5600 for the proposed project to complete the feasibility study and preliminary design.

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Lathrop does hereby approve the creation of CIP PW 22-36 Aquifer Storage and Recovery and approval of a professional services agreement with Carollo Engineers, Inc. in the amount of \$301,744 for completion of the engineering feasibility study and preliminary design; and

**NOW, THEREFORE, BE IT FURTHER RESOLVED,** by the City Council of the City of Lathrop hereby approves the budget amendment to the following accounts:

Increase Transfers Out		
5600-99-00-990-90-10		\$350,000
Increase Transfers In		
5690-99-00-393-00-00	PW 22-36	\$350,000
Increase Expenditures		
5690-80-00-420-12-00	PW 22-36	\$350,000

The foregoing resolution was passed and adopted this 10<sup>th</sup> day of January 2022, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

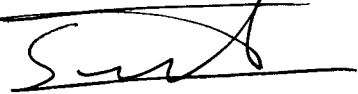
ABSENT:

\_\_\_\_\_  
Sonny Dhaliwal, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Teresa Vargas, City Clerk

  
\_\_\_\_\_  
Salvador Navarrete, City Attorney

**CITY OF LATHROP**

**AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES WITH CAROLLO ENGINEERS, INC.**

**TO PROVIDE THE LATHROP AQUIFER STORAGE AND RECOVERY FEASIBILITY STUDY AND FUNDING SUPPORT, CIP PW 22-36**

**THIS AGREEMENT**, dated for convenience this **10th day of January, 2022**, is by and between **Carollo 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; and

**NOW, THEREFORE**, CONSULTANT and the CITY agree as follows:

**AGREEMENT**

**(1) Scope of Service**

CONSULTANT agrees to provide the Lathrop Aquifer Storage and Recovery Feasibility Study and Funding Support, CIP PW 22-36 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 standards of its profession by exercising the skill and ability ordinarily required of engineers performing the same or similar services, under the same or similar circumstances, in the State of California, 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 **\$301,744.00** for the Lathrop Aquifer Storage and Recovery Feasibility Study and Funding Support, CIP PW 22-36 on a time and materials basis as 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 lump sum by task basis.

CITY OF LATHROP – LATHROP AQUIFER STORAGE AND RECOVERY FEASIBILITY STUDY AND FUNDING SUPPORT, CIP PW 22-36

**(3) Effective Date and Term**

The effective date of this Agreement is **January 10, 2022**, 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. 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.

CITY OF LATHROP – LATHROP AQUIFER STORAGE AND RECOVERY FEASIBILITY STUDY AND FUNDING SUPPORT, CIP PW 22-36

**(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: **Christopher T. Cleveland, P.E., Principal-in-Charge**. 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 – LATHROP AQUIFER STORAGE AND RECOVERY FEASIBILITY STUDY AND FUNDING SUPPORT, CIP PW 22-36

- (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 two million dollars (\$2,000,000) 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.
- (c) Professional Liability. CONSULTANT, at CONSULTANT's own cost and

CITY OF LATHROP – LATHROP AQUIFER STORAGE AND RECOVERY FEASIBILITY STUDY AND FUNDING SUPPORT, CIP PW 22-36

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, reduction in coverage, 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



CITY OF LATHROP – LATHROP AQUIFER STORAGE AND RECOVERY FEASIBILITY STUDY AND FUNDING SUPPORT, CIP PW 22-36

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 or limited, 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

## CITY OF LATHROP – LATHROP AQUIFER STORAGE AND RECOVERY FEASIBILITY STUDY AND FUNDING SUPPORT, CIP PW 22-36

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. In no event shall the cost to defend charged to CONSULTANT exceed CONSULTANT's proportionate percentage of fault.

CONSULTANT shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits for economic, incidental, liquidated, or consequential damages to CITY or any third party arising out of breach of contract, delay, termination, or for professional negligence. Additionally, CONSULTANT shall not be responsible for acts and decisions of third parties, including governmental agencies, other than CONSULTANT's sub-consultants, that impact project completion and/or success.

### **(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

CITY OF LATHROP – LATHROP AQUIFER STORAGE AND RECOVERY FEASIBILITY STUDY AND FUNDING SUPPORT, CIP PW 22-36

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: Carollo Engineers, Inc.  
2880 Gateway Oaks Drive, Suite 300  
Sacramento, CA 95833  
Phone: (916) 565-4888  
Fax: (916) 565-4880

**(17) CITY-Provided Information and Services**

CITY shall furnish CONSULTANT available studies, reports and other data pertinent to CONSULTANT's services; obtain or authorize CONSULTANT to obtain or provide additional reports and data as required; furnish to CONSULTANT services of others required for the performance of CONSULTANT's services hereunder, and CONSULTANT shall be entitled to use and reasonably rely upon such information and services provided by CITY and others in performing CONSULTANT's services under this Agreement.

**(18) Estimates and Projections**

CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, the schedule of others, over the incoming water quality and/or quantity, or over the way CITY's plant(s) and/or associated processes are operated and/or maintained. Data projections and estimates are based on CONSULTANT's opinion based on experience and judgement. CONSULTANT cannot and does not guarantee that actual schedules, costs and/or quantities realized will not vary from the data projections and estimates prepared by CONSULTANT and CONSULTANT will not be liable to and/or indemnify CITY and/or any third party in the future, except to the extent such inconsistencies are caused by CONSULTANT's negligent performance hereunder.

**(19) Access**

CITY shall arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services hereunder.

CITY OF LATHROP – LATHROP AQUIFER STORAGE AND RECOVERY FEASIBILITY STUDY AND FUNDING SUPPORT, CIP PW 22-36

**(20) 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.
- (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. Documents, including drawings and specifications, prepared by CONSULTANT pursuant to this Agreement are not intended or represented to be suitable for reuse by CITY or others for this Project or on any other project. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by CONSULTANT for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to CONSULTANT.
- (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.

CITY OF LATHROP – LATHROP AQUIFER STORAGE AND RECOVERY FEASIBILITY STUDY AND FUNDING SUPPORT, CIP PW 22-36

- (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.
- (r) The services to be performed by CONSULTANT are intended solely for the benefit of CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on CONSULTANT's performance of its services hereunder, and no right to assert a claim against CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of CONSULTANT's services hereunder.

**(21) 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.

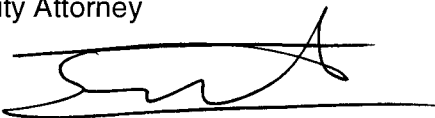
**(22) Signatures**

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 – LATHROP AQUIFER STORAGE AND RECOVERY FEASIBILITY STUDY AND FUNDING SUPPORT, CIP PW 22-36

Approved as to Form:

City of Lathrop  
City Attorney

  
\_\_\_\_\_  
Salvador Navarrete

12-14-2021

\_\_\_\_\_  
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

City Manager

Consultant:

Carollo Engineers, Inc.  
2880 Gateway Oaks Drive, Suite 300  
Sacramento, CA 95833

Fed ID # 86-0899222  
Business License # 20758

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

October 15, 2021

Mr. Greg Gibson, P.E.  
City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330

Subject: Lathrop Aquifer Storage and Recovery Test Well and Feasibility Study Proposal

Dear Greg:

Carollo Engineers is currently under contract to prepare a water supply alternatives study to evaluate options for PFAS treatment and the potential implementation of aquifer storage and recovery wells to increase the City's water supply reliability.

The water supply alternatives project started in July 2021 and we have completed the PFAS sampling efforts and anticipate data being available by the end of September. In late August, the City identified a potential funding source through the Hazard Mitigation Assistance (HMA) Building Resilient Infrastructure and Communities (BRIC) program administered through the Federal Emergency Management Agency (FEMA). The City asked Carollo to help prepare the Notice of Interest (NOI) for this grant using some of the funds originally set aside as part of the water supply alternatives study.

The NOI has been submitted and subsequently the City decided not to pursue the grant funding. However, the City did decide to move ahead with the first phase of its ASR Project and requested the attached scope and fee for an ASR test well and feasibility analysis.

We estimate approximately \$44,000 of budget will be available under the current contract at the end of October. With these remaining funds we will complete the following tasks in the original scope of work:

- Subtask 2.3 – Preparation of the PFAS well sampling report
- Subtask 3.1 – Development of the PFAS feasibility analysis for the LAWTF
- Subtask 3.2 – Acquisition of existing ASR and hydrogeological information/data
- Task 4 – Development of the PFAS technical memorandum

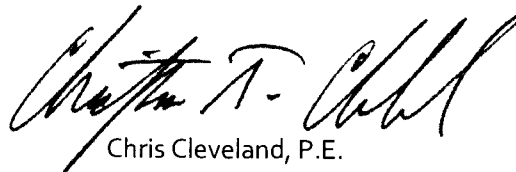
All ASR test well and feasibility study efforts will be conducted under a new contract, as detailed in the attached scope and fee. We look forward to continuing to work with the City on these exciting projects. Please do not hesitate to reach out to either of us with any questions.

Sincerely,

CAROLLO ENGINEERS, INC.



Christina Romano, P.E., PMP  
Vice President



Chris Cleveland, P.E.  
Senior Vice President

Attachments: Proposed Project Scope of Work

**CITY OF LATHROP  
AQUIFER STORAGE AND RECOVERY PROJECT FEASIBILITY STUDY AND TEST WELL**

**SCOPE OF WORK SUMMARY**

**October 15, 2021**

## **BACKGROUND INFORMATION**

The Carollo Engineers team (Carollo) is currently working with the City of Lathrop (City) to investigate water supply alternatives to meet long-term water supply reliability and resiliency goals including:

1. Evaluating treatment of an existing well (Well 9) at a centralized treatment location (LAWTF) for identified contaminant(s) including waste disposal concepts.
2. Evaluating aquifer storage and recovery (ASR) well, injecting SSJID water, possibly during winter months when adequate surface water is available.

We have kicked off the water supply alternatives project and worked with the City to sample existing wells and gather additional groundwater quality information. The City has decided to move the ASR Project forward under a dedicated CIP project, and requested this separate scope of services for installation of a test well and ASR feasibility analysis.

## **APPROACH AND SCOPE OF SERVICES**

### **Task 1 – Project Management**

The purpose of this task is to provide ongoing project coordination, management, and review of deliverables. The Carollo team will prepare for and conduct a 1-hour virtual project kick-off meeting to discuss updated objectives for this project, focused on ASR project goals and objectives and confirming the City selected ASR well site based on currently known information on regional geology and the City's water conveyance infrastructure.

#### **Deliverables:**

- Kickoff meeting agenda and meeting summary
- Monthly invoices

### **Task 2 – Aquifer Storage and Recovery Test Well and Feasibility Study**

As part of our existing water supply alternatives effort, we will support the City in connecting with the City of Tracy to obtain existing ASR and hydrogeological information. We will use information collected under the existing contract in conjunction with test well data to support the development of an ASR Feasibility Analysis, as outlined below.

#### **Task 2.1 – ASR Test Well Installation and Water Quality Analysis**



We will coordinate and oversee exploratory test hole drilling at the proposed site for well design purposes. Based on previous hydrogeologic assessments by our team and experience in the area, we have budgeted this phase of work using an exploratory target depth of 700 feet. At this depth, we anticipate being able to assess site conditions to the extent necessary to meet project objectives. The drilling work will be performed by a licensed and qualified well driller under subcontract to our team. A well drilling permit will be secured by the driller. A geophysical survey conducted in the exploratory test hole will be used to delineate completion intervals for the prospective ASR well. Formation samples from the test hole will be used as a basis for design of a gravel pack to satisfy the appropriate sand control requirements for a municipal well station. In addition, up to three additional soil samples will be collected and submitted for mineralogy analysis including x-ray diffraction, x-ray fluorescence, cation exchange capacity, acid insoluble residue analysis, thin section petrographic analysis and scanning electron microscopy evaluations. The test hole will be converted to a monitoring well that will be used to measure water levels, conduct short-term aquifer testing and collect water samples. In addition, the monitoring well can serve as an observation well, to assess production well efficiency and final acceptance of the constructed well.

The monitoring well design will comply with all state and local well standards. The monitoring well may include up to two piezometers depending on the lithology encountered. Upon completion of the monitoring well construction and development, we will provide a sampling rig to obtain water samples from each monitoring well piezometer. We will submit collected water samples to a State certified laboratory for preliminary water quality screening. The screening will encompass DDW initial source water quality monitoring requirements for primary and secondary constituents, volatile organic chemicals, selected synthetic organic chemicals, and selected unregulated chemicals.

At the completion of exploratory drilling, monitoring well construction, and water quality testing we will prepare a status memorandum summarizing results and recommendations for final well design. The report will delineate recommended completion intervals that appear most favorable in meeting project objectives. The status memorandum will be utilized to support additional tasks related to the ASR Feasibility Analysis.

**Deliverables:**

- Summary report on test hole exploratory activities including recommendations for future ASR well design, estimates of yield, and water quality for a production well.
- Lithologic log, geophysical log, monitoring well as-built profile, sieve analysis, soil and water quality analysis results reports, and a well design engineering worksheet.

**Task 2.2 – ASR Well Feasibility Analysis**

Under this task the team will analyze the feasibility of ASR to support a groundwater banking program to enhance the conjunctive management of surface water and groundwater resources for the City of Lathrop. Conceptually, the groundwater banking program would involve the diversion and transmission of surplus SSJID water for storage in the aquifer(s) beneath the City of Lathrop. This analysis will be based on existing information and readily available data.

Under this task the team will do the following:

- Review existing data
- Evaluate and rank ASR objectives

- Summarize water supplies and variability, as well as water demands and variability, and water quality and variability
- Determine storage volume requirements to meet stated goals and objectives
- Discuss known or potential issues based on local experience
- Identify hydrogeologic considerations
- Evaluate ASR feasibility at a client-selected location
- Develop preliminary cost estimate and implementation schedule
- Outline regulatory, legal, environmental and non-technical considerations
- Provide conclusions and recommendations.

### Task 2.3 – ASR Conceptual Design

Based on the analysis performed under Task 2.2, we will develop a conceptual design for an ASR well at the City-selected site, initially identified as near the River Islands development near the SSJID L2 turnout. The team will prepare a conceptual drawing for the site layout, as well as lifecycle costs for the project. We will evaluate the City’s existing water distribution system to determine system tie-in requirements. We will also develop a work plan for next steps including a timeline for overall project implementation.

### Task 2.4 – ASR Feasibility Study Report

We will compile the information developed under Tasks 2.1, 2.2, and 2.3 in an ASR Feasibility Analysis report which will include the following sections:

- Introduction
- ASR Objectives
- Water supply, water demand, and water quality
- Disinfection of the Recharge Water
- Hydrogeology
- Storage Zone and Well Site Selection
- Conceptual Design of ASR and Monitoring Wells
- Preliminary Baseline and Cycle Testing Program
- ASR Economics
- Legal and Regulatory Issues
- Recommendations and Timeline

A draft report will be prepared for City review. We will hold a comment review workshop after receipt of City comments and then develop the final report.

#### **Deliverables:**

- Draft ASR Feasibility Study
- Final ASR Feasibility Study

#### **Assumptions:**

- Water supply, demand, and quality data will be based on existing information in the City’s Urban Water Management Plan (UWMP).
- No groundwater modeling will be performed.

- City review period is assumed to be two weeks.
- City comments will be consolidated into a single document.

## SCHEDULE ESTIMATE

The schedule for the ASR Feasibility Study is dependent on when Notice to Proceed is given, mobilization time for a driller, and receipt of information from the City and the City of Tracy. Once the driller has mobilized, we will prepare a schedule for completion of the report with assumptions for data receipt.

## BUDGET ESTIMATE

Monthly invoices will be submitted to the City. Costs will be billed on a percent complete basis with a not to exceed lump sum contract value of \$301,744. A detailed budget table is provided in the attachment.

CITY OF LATHROP  
AQUIFER STORAGE AND RECOVERY TEST WELL AND FEASIBILITY STUDY  
FEE PROPOSAL

10/15/2021

TASK	CAROLLO ENGINEERS, INC.							PECE <sup>1</sup> \$13 \$13.00	SUBCONSULTANTS		Subtotals	COST SUMMARY	
	Project Manager \$322	SME/ QA/QC \$322	Project Engineer \$236	CAD Tech \$146	Doc Process \$129	Hours	Budget		ASRS	LSCE		Total ODCs	Total Cost
						Hours	Budget						
<b>TASK 1 - PROJECT MANAGEMENT</b>													
1.1 Project Administration	8	4	0	0	4	16	\$4,380	\$208	\$0	\$0	\$0	\$208	\$4,588
1.2 Kickoff Meeting	2	2	2	0	2	8	\$2,018	\$104	\$0	\$0	\$0	\$104	\$2,122
<b>Task 1 Total Hours</b>	10	6	2	0	6	24					\$0		
<b>Task 1 Total Budget</b>	\$3,220	\$1,932	\$472	\$0	\$774		\$6,398	\$312	\$0	\$0	\$0	\$312	\$6,710
<b>TASK 2 - AQUIFER STORAGE AND RECOVERY PROJECT FEASIBILITY STUDY</b>													
2.1 ASR Test Well and Water Quality Analysis	4	4	0	0	0	8	\$2,576	\$104	\$0	\$194,900	\$214,390	\$225,214	\$227,790
2.2 ASR Well Feasibility Analysis	2	2	0	0	0	4	\$1,288	\$52	\$20,000		\$22,000	\$23,152	\$24,440
2.3 ASR Conceptual Design	4	4	16	8	0	32	\$7,520	\$416	\$5,000		\$5,500	\$6,191	\$13,711
2.4 ASR Feasibility Study Report	8	4	24	4	8	48	\$11,144	\$624	\$15,000		\$16,500	\$17,949	\$29,093
<b>Task 2 Total Hours</b>	14	10	40	12	8	84					\$16,500	\$17,949	\$29,093
<b>Task 2 Total Budget</b>	\$4,508	\$3,220	\$9,440	\$1,752	\$1,032		\$22,528	\$1,196	\$40,000	\$194,900	\$258,390	\$272,506	\$295,034
<b>Total</b>	24	16	42	12	14	108	\$28,926	\$1,508	\$40,000	\$194,900	\$258,390	\$272,818	\$301,744

Notes:  
<sup>1</sup> Project Equipment and Communication Expense

**CITY MANAGER'S REPORT  
JANUARY 10, 2022 CITY COUNCIL REGULAR MEETING**

**ITEM: REVIEW AND CONSIDER OPTIONS FOR ROUNDABOUT IMPROVEMENTS**

**RECOMMENDATION: Council to Consider Options for Roundabout Improvements near Mossdale Elementary School**

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**SUMMARY:**

At the December 13, 2021, City Council requested that staff evaluate improvements to the Towne Centre Drive and McKee Boulevard roundabout and the Brookhurst Boulevard and Golden Spike Trail roundabout. Staff evaluated the roundabouts using the California Manual on Uniform Traffic Control Devices (MUTCD) and reviewed available traffic accident reports. The following options are being presented to Council for review and consideration:

**Option 1 – Install Splitter Islands**

(approximate cost is \$200,000/roundabout)

- Setback crosswalks from the roundabout to enhance pedestrian visibility
- Provide refuge at the centerline to pedestrians
- Reduce traffic speeds
- Provide separation and guide traffic
- Increase space for mounting signs

**Option 2 – Install Rectangular Rapid Flashing Beacons (RRFBs)**

(approximate cost is \$60,000/roundabout)

- Increase driver awareness of pedestrians crossing
- Solar Powered and activated by a pedestrian-push-button

**Option 3 – Remove and Replace Roundabouts**

(approximate cost is \$1,000,000/roundabout)

- Demolition of concrete and landscape
- Reconstruction of sidewalk, curb, gutter, landscape, and utilities
- Negative impacts:
  - o Increased vehicle emissions
  - o Reduced intersection capacity resulting in traffic delays
  - o Traffic analysis required

Staff recommends that Council consider Option 1 as it provides enhanced pedestrian safety and maintains the opportunity to add Option 2 in the future, if needed.

**BACKGROUND:**

At the December 13, 2021, City Council requested that staff evaluate improvements to the Towne Centre Drive and McKee Boulevard roundabout and the Brookhurst Boulevard and Golden Spike Trail roundabout located near the Mossdale Elementary School. Staff evaluated the roundabouts using the California Manual on Uniform Traffic Control Devices (MUTCD) and reviewed available traffic accident reports.

Staff identified some initial options that will be installed as part of the approved Traffic Calming Capital Improvement Project (CIP) PS 22-16. Those initial improvements include the installation of the following items and will be completed in the coming weeks:

- Yellow ladder crosswalk striping at all crossings of the two roundabouts
- Updated school crossing signs with fluorescent yellow-green background for high-visibility
- No parking signs within the roundabout

Additionally, Staff evaluated the roundabouts using the California Manual on Uniform Traffic Control Devices (MUTCD) and reviewed available traffic accident reports. The following options are being presented to Council for review and consideration:

**Option 1 – Install Splitter Islands**

(approximate cost is \$200,000/roundabout)

- Setback crosswalks from roundabout to enhance pedestrian visibility
- Provide refuge at the centerline to pedestrians
- Reduce traffic speeds
- Provide separation and guide traffic
- Increase space for mounting signs

**Option 2 – Install Rectangular Rapid Flashing Beacons (RRFBs)**

(approximate cost is \$60,000/roundabout)

- Increase driver awareness of pedestrians crossing
- Solar Powered and activated by a pedestrian-push-button

**Option 3 – Remove and Replace Roundabouts**

(approximate cost is \$1,000,000/roundabout)

- Demolition of concrete and landscape
- Reconstruction of sidewalk, curb, gutter, landscape, and utilities
- Negative impacts:
  - o Increased vehicle emissions
  - o Reduced intersection capacity resulting in traffic delays
  - o Traffic analysis required

Staff recommends that Council consider Option 1 as it provides enhanced pedestrian safety of any single Option and maintains the opportunity to add Option 2 in the future, if needed.

**REASON FOR RECOMMENDATION:**

Staff is requesting that Council consider the proposed improvement for the Roundabouts near Mossdale Elementary School. Staff recommends that Council consider Option 1 as it provides enhanced pedestrian safety and maintains the opportunity to add Option 2 in the future, if needed.

**FISCAL IMPACT:**

The initial signage and striping improvements are included in the Traffic Calming CIP PS 22-16.

Staff estimates the approximate construction costs below for the three options presented to Council:

<b>Option 1 – Install Splitter Islands</b>	\$200,000/roundabout \$400,000 total
<b>Option 2 – Install Rectangular Rapid Flashing Beacons (RRFBs)</b>	\$60,000/roundabout \$120,000 total
<b>Option 3 – Remove and Replace Roundabouts</b>	\$1,000,000/roundabout \$2,000,000 total


Staff will pursue the option selected by Council develop construction documents, secure bids for the project, return to Council for approval of the construction contract, and approval of related budget amendment.

**ATTACHMENTS:**

- A. Exhibit Option 1 – Install Splitter Islands
- B. Exhibit Option 2 – Install Rectangular Rapid Flashing Beacons (RRFBs)
- C. Exhibit Option 3 – Remove and Replace Roundabouts

**CITY MANAGER'S REPORT  
JANUARY 10, 2022 CITY COUNCIL REGULAR MEETING  
REVIEW AND CONSIDER OPTIONS FOR ROUNDABOUTS IMPROVEMENTS**

**APPROVALS:**

  
\_\_\_\_\_  
Angel Abarca  
Assistant Engineer


1/4/22  
Date

  
\_\_\_\_\_  
Brad Taylor  
Land Development Manager


1/4/22  
Date

  
\_\_\_\_\_  
Michael King  
Director of Public Works

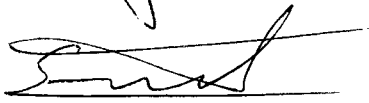
1/4/22  
Date

  
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Glenn Gebhardt  
City Engineer

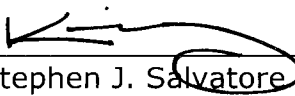
1/4/22  
Date

  
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Cari James  
Director of Finance

1/4/2022  
Date

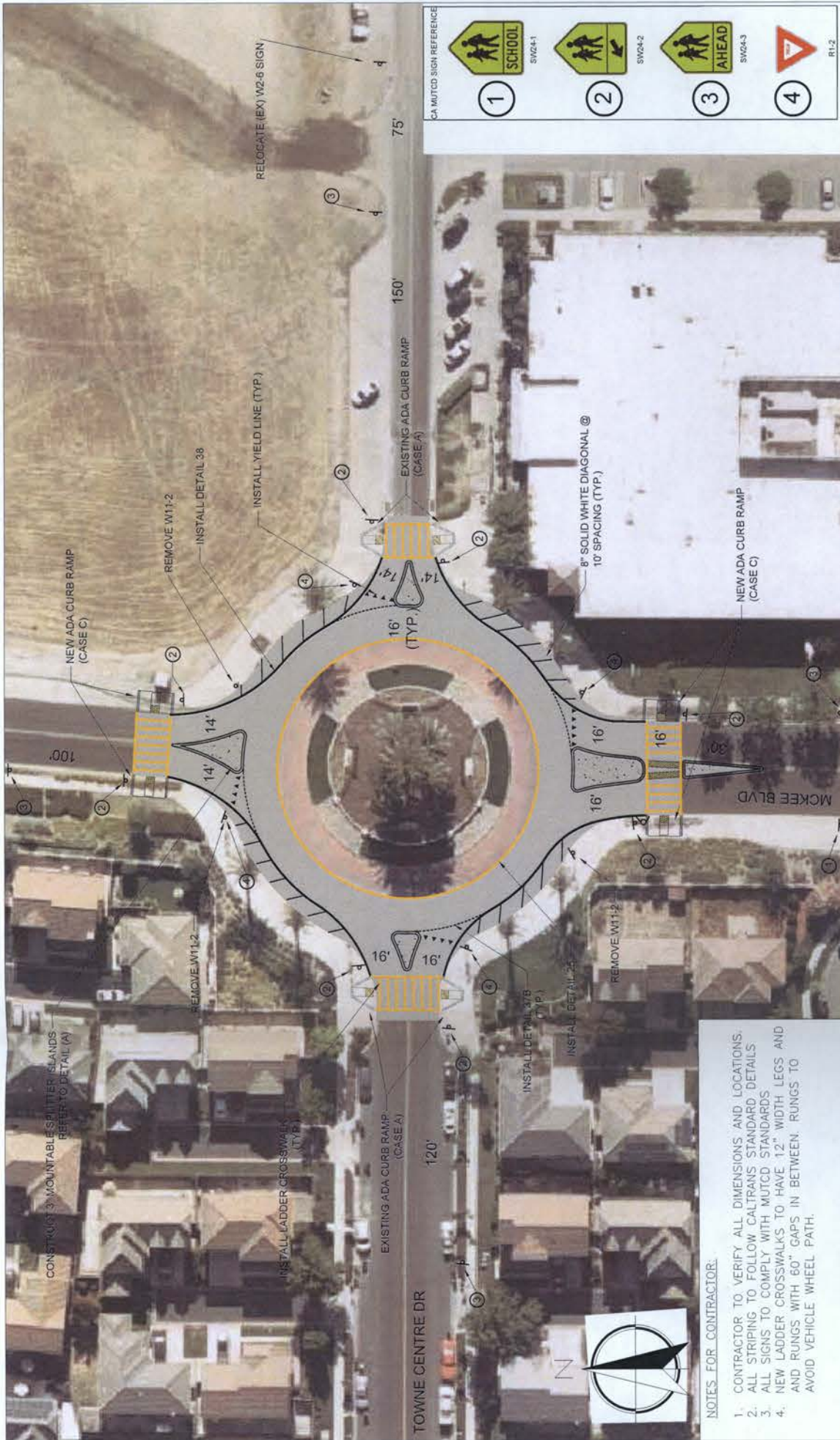
  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

1-4-2022  
Date

 FOR  
\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

1-6-2022  
Date





CA MUTCD SIGN REFERENCE

1		SW24-1
2		SW24-2
3		SW24-3
4		R1-2

NOTES FOR CONTRACTOR:

1. CONTRACTOR TO VERIFY ALL DIMENSIONS AND LOCATIONS.
2. ALL STRIPING TO FOLLOW CALTRANS STANDARD DETAILS.
3. ALL SIGNS TO COMPLY WITH MUTCD STANDARDS.
4. NEW LADDER CROSSWALKS TO HAVE 12" WIDTH LEGS AND RUNGS WITH 60" GAPS IN BETWEEN. RUNGS TO AVOID VEHICLE WHEEL PATH.

DEPARTMENT OF PUBLIC WORKS  
LATHROP, CALIFORNIA

DRAWN BY: A.A.  
CHECKED BY: TBD  
PROJ. MGR.: A.A.  
DATE: DECEMBER 2021  
SCALE: 1" = 20'  
FILE NO.: CIP PS 22-14

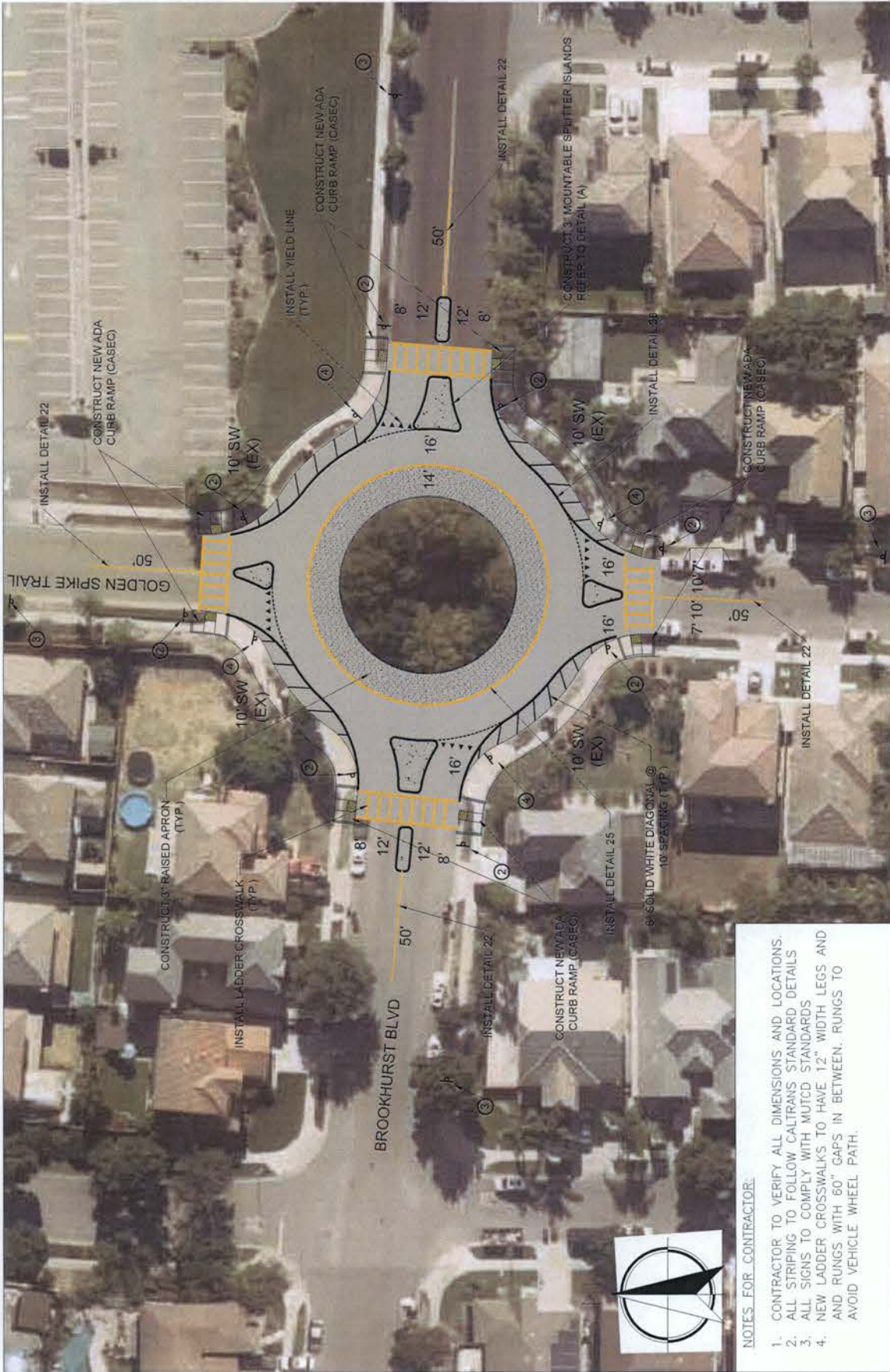
SHEET NO. 1 OF 1



NO.	BY	DATE	DESCRIPTION

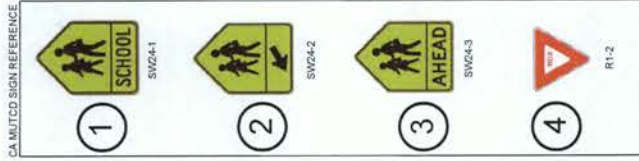
TOWNE CENTRE DRIVE AND MCKEE BOULEVARD  
ROUNDBOULT IMPROVEMENTS  
3" MOUNTABLE SPLITTERS





**NOTES FOR CONTRACTOR:**

1. CONTRACTOR TO VERIFY ALL DIMENSIONS AND LOCATIONS.
2. ALL STRIPING TO FOLLOW CALTRANS STANDARD DETAILS
3. ALL SIGNS TO COMPLY WITH MUTCD STANDARDS
4. NEW LADDER CROSSWALKS TO HAVE 12" WIDTH LEGS AND RUNGS WITH 60" GAPS IN BETWEEN. RUNGS TO AVOID VEHICLE WHEEL PATH.



**BROOKHURST BLVD AND GOLDEN SPIKE TRAIL  
 ROUNDABOUT IMPROVEMENTS  
 3" MOUNTABLE SPLITTERS**

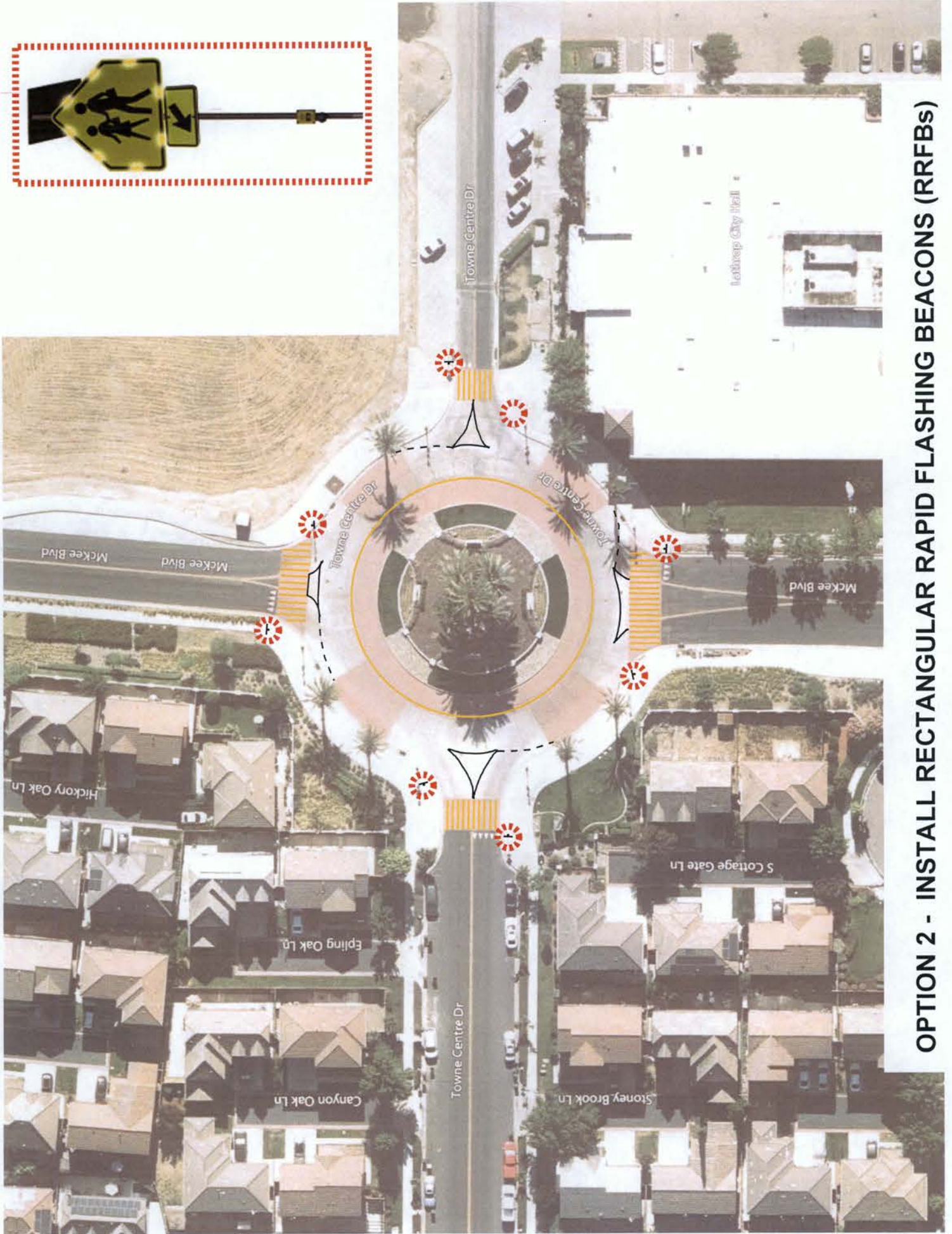
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DEPARTMENT OF PUBLIC WORKS  
 LATHROP, CALIFORNIA

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SHEET NO. 1 OF 1					





OPTION 2 - INSTALL RECTANGULAR RAPID FLASHING BEACONS (RRFBs)

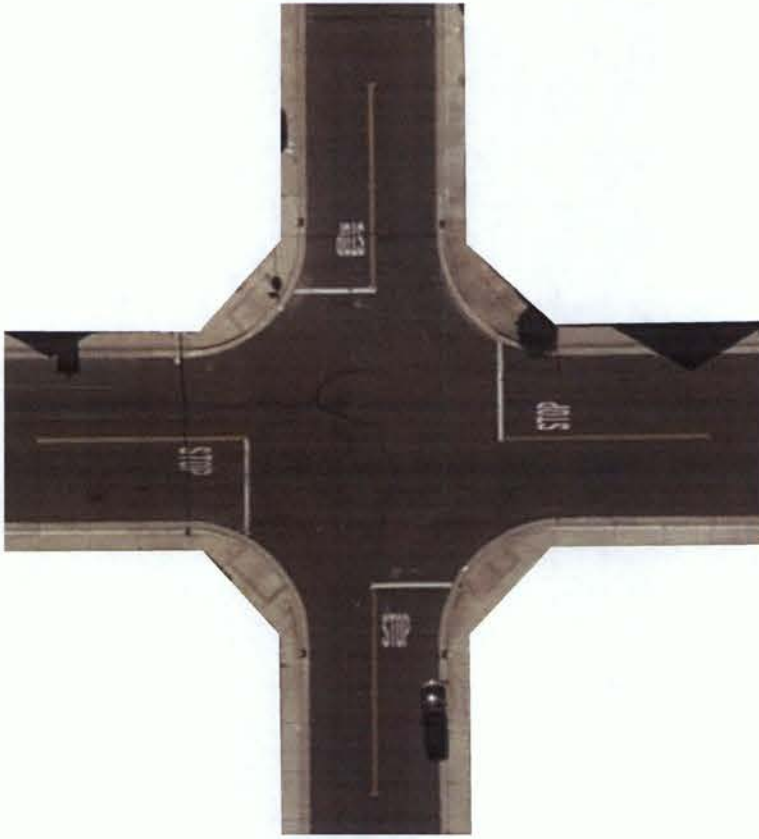




TOWNE CENTRE DR AND MCKEE BLVD



BROOKHURST BLVD AND GOLDEN SPIKE TRAIL



TYPICAL ALL-WAY STOP INTERSECTION

**OPTION 3 - REMOVE AND REPLACE ROUNDABOUTS**

## ITEM 6.1

### CITY MANAGER'S REPORT JANUARY 10, 2022 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, 2022, Due to Unscheduled Vacancy

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#### MEASURE C OVERSIGHT COMMITTEE – LMC CHAPTER 3.13.180

The Committee currently has one (1) available vacancy.

- One (1) seat available (unscheduled vacancy), with existing term ending June 30, 2022

<b>Commissioner Vacancy due to Unscheduled Vacancy</b>	<b>Date of Appointment</b>	<b>Reappointment Date</b>	<b>Term Expiration Date</b>
Jeremy Aguilar	02/10/20	N/A	06/30/22 <i>Resigned in May 2021</i>
Gene Neely	10/11/21	N/A	06/30/22 <i>Resigned in November 2021</i>

Three (3) applications were received.

#### **APPLICANTS FOR CONSIDERATION:**

1. James (Jim) Hilson
2. Debra Rock
3. Dan MacNeilage

OCT 08 2021



# COMMISSION/COMMITTEE APPLICATION

FINANCE DEPARTMENT

Applying for: MEASURE C 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:**

Name: JAMES (Jim) HILSON

Address: [REDACTED] City: LATHROP Zip: 95330

Telephone (home) \_\_\_\_\_ Telephone (work) \_\_\_\_\_

Telephone (cell) [REDACTED] Telephone (other) \_\_\_\_\_

Email: [REDACTED] Resident of the City of Lathrop: 38 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 N/A

**Employment/Volunteer Information:**

MEASURE C COMMITTEE - LATHROP 2014-2019 (5 YRS)  
Organization Date

LATHROP MEMBER / MEAS CHAIR  
Location Position(s)

Responsibilities/accomplishments: NORMAL CITY BUSINESS

SJ COG 2005 TO PRESENT  
Organization Date

STOCKTON CITIZENS COMMITTEE - LATHROP  
Location Position(s)

Responsibilities/accomplishments: 2 YRS VICE CHAIR, 2 YRS CHAIR  
(1 YEAR TERMS)

Community Activities that you have been involved with (feel free to attach additional pages)

HABIT PRODUCTIONS      TECHNICAL DIRECTOR / SOUND      1996-2002  
 Name of Organization                      Position/Responsibilities                      Dates

\_\_\_\_\_  
 Name of Organization                      Position/Responsibilities/Accomplishments                      Dates

Special Awards or Recognitions you have received: TECHNICAL EMMYS FOR  
BROADCAST EQUIPMENT DEVELOPMENT

**Educational Information:**

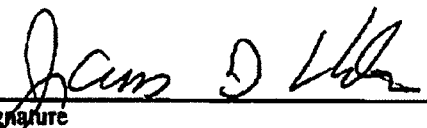
CHABOT college                      AA      ELECTRONICS      80  
 Educational Institution                      Degree/Diploma                      Field                      Year

\_\_\_\_\_  
 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.)

ADVANCED TV STANDARDS COMMITTEE GROUP 534/  
MEMBER  
ATSC 3.0 AUDIO STANDARDS

Please sign and date you application and submit to the Office of the City Clerk at the address below..

                      10/8/2021  
 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

RECEIVED

Applying for: Measure "C" Committee

DEC 09 2021

Special Requirements:

CITY CLERK

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: Debra L. Rock
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: 30 1/2 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:

Lawrence Livermore National Security, LLC. 1982- Present
Organization Date
Livermore Senior Security Specialist
Location Position(s)

Responsibilities/accomplishments: To ensure best practices are used and considered before making a decision that would effect the organization, stakeholders and National Security.

Lathrop Community Volunteer Club (Lathrop CVC) 2016-Present
Organization Date
Lathrop Committee Member
Location Position(s)

Responsibilities/accomplishments: To help plan community events in the city. Current projects include the Annual Community BBQ honoring Lathrop Police & Firefighters. Operation Senior Christmas.



**Community Activities that you have been involved with (feel free to attach additional pages)**

Lathrop Sunrise Rotary	Member	2021
<i>Name of Organization</i>	<i>Position/Responsibilities</i>	<i>Dates</i>

Measure "C" Committee	Committee Member & Co-Chair	2012-2014
<i>Name of Organization</i>	<i>Position/Responsibilities/Accomplishments</i>	<i>Dates</i>

**Special Awards or Recognitions you have received:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Educational Information:**

Department of Energy SWAT School	Certificate	Federal Security	1987
<i>Educational Institution</i>	<i>Degree/Diploma</i>	<i>Field</i>	<i>Year</i>

Livermore High School	Diploma		1975
<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 you application.)**

As a citizen of this community for over 30 years and being a former committee member and co-chair on Measure "C" I feel I have the ability and knowledge to sit on this committee and ask necessary questions regarding the funds from Measure "C". What they are being used for and potentially being used for.

**Please sign and date you application and submit to the Office of the City Clerk at the address below..**

<i>Debra L Rock</i>	12/8/21
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: 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

DEC 10 2021

Name: Dan Mac Naillage CITY CLERK

Address: [Redacted] City: Lathrop Zip: 95330

Telephone (home) Telephone (work)

Telephone (cell) Telephone (other)

Email: [Redacted] Resident of the City of Lathrop: 20+ 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:

Haggarty Construction Currently
Stockton CA Superintendent

Responsibilities/accomplishments: Planning, scheduling, budgeting & Supervising manpower & Progress of Construction

Planning Commission City of Lathrop 07-12.
City of Lathrop Vice Chair / Member

Responsibilities/accomplishments: Review future development for the city - work with council within guidelines

Community Activities that you have been involved with (feel free to attach additional pages)

Kiwanis of Lathrop President 04-09  
Name of Organization Position/Responsibilities Dates

Lathrop/MAN team Boys & Girls club Charter  
Name of Organization Position/Responsibilities/Accomplishments Dates Board member

Special Awards or Recognitions you have received:

Regent Boys & Girls club / Relay for Life Organizer  
MAKE A WISH / AGAPE Villages FORMER BOARD member

Educational Information:

UCLA AA HUMAN Development 1970  
Educational Institution Degree/Diploma Field Year

Alaska Pacific Univ Construction Management 1985  
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.)

I recall when Measure C was approved, and the  
spirit & intent of its body. What is  
to be meant to the fire Dept. and the city.  
I believe my knowledge and insight will  
allow me to serve objectively

Please sign and date your application and submit to the Office of the City Clerk at the address below.

[Signature]  
Signature

6 Dec 21  
Date

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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