

April 11, 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

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
Tony Fernandes, Chief Information Officer
Cari James, Finance Director
Theresa Roland, Human Resources Director
Mark Meissner, Community Development
Director
Michael King, Public Works 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.



APRIL 11, 2022 – Regular Meeting Agenda – 7:00 p.m.



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See Reverse

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/1605198563?pwd=VCtSdVp0dIV3c3hYSy90SkRWSExaQT09>

- ✚ 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: 160 519 8563 / Passcode: 067573
- ✚ If you are not able to attend the meeting in person or virtually - Public comment/questions will be accepted by email to City Clerk Teresa Vargas at website_cco@ci.lathrop.ca.us or by calling (209) 941-7230
- ✚ Questions or comments must be submitted by 4:00 p.m., on the day of the meeting.
- ✚ To address City Council in person, please submit a purple card to the City Clerk indicating name, address, and number of the item upon which a person wishes to speak.

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. 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, APRIL 11, 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 6:15 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)

- 3 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 INTRODUCTION OF NEW EMPLOYEES

Public Works Department

- Frank Vallejo, Utility Operations Superintendent

Human Resources Department

- Jessica Swanton, Human Resources Technician

Police Department

- Matthew Robinson, Records Assistant II
- Angela Victoria, Records Supervisor
- Cristina Caguiat, Management Analyst I
- Jorge Andrade, Police Officer
- Robert Dominguez, Police Officer
- Blake Escobar, Police Officer
- Philip Hicks, Police Officer
- Rodolfo Alaniz, Police Sergeant
- Billy Boyle, Police Sergeant
- Landon Lawson, Police Sergeant
- Greg Mortenson, Police Sergeant

2.2 RECOGNITION OF ZACH JONES FOR HIS YEARS OF SERVICE AS THE CITY OF LATHROP DIRECTOR OF PARKS, RECREATION & MAINTENANCE SERVICES

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 March 14, 2022
- 4.3 APPROVE OUT-OF-STATE TRAVEL FOR CITY STAFF TO PARTICIPATE IN THE ICSC CONFERENCE IN MAY 2022
Adopt Resolution Approving Out-of-State Travel for Two City Staff Members to Attend and Represent the City of Lathrop at the International Council of Shopping Centers (ICSC) 2022 Conference in Las Vegas, Nevada from May 22, 2022 to May 24, 2022
- 4.4 APPROVE MEMORANDUMS OF UNDERSTANDING BETWEEN THE CITY OF LATHROP, LATHROP MID-MANAGERS AND CONFIDENTIAL EMPLOYEES (LMCEA), SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021 (SEIU), AND UNREPRESENTED EMPLOYEES
Adopt Resolution Approving Memorandums of Understanding with the Lathrop Mid-Managers and Confidential Employees Association for the Management Bargaining Group, the Service Employees International Union Local 1021 for the General Services Bargaining Unit, Provide Unrepresented Staff with the Same Terms and Conditions, as Provided to SEIU and LMCEA Members Pursuant to the Memorandums of Understanding, Increase Appropriations, and Approve Updated Grade Step Table
- 4.5 APPROVE PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH EKI ENVIRONMENT & WATER, INC. FOR INTEGRATED WATER RESOURCES MASTER PLAN AMENDMENT, CIP PW 22-19 AND CIP WW 22-24 AND RELATED BUDGET AMENDMENT
Adopt Resolution Approving Professional Consulting Services Agreement with EKI Environment & Water, Inc. for Integrated Water Resources Master Plan Amendment, CIP PW 22-19 (Water) and CIP WW 22-24 (Wastewater and Recycled Water) and Related Budget Amendment
- 4.6 APPROVE AMENDMENT NO. 4 FOR PROFESSIONAL SERVICES AGREEMENT FOR THE MANTHEY ROAD BRIDGE REPLACEMENT PROJECT, CIP PS 12-04
Adopt Resolution Approving Amendment No. 4 for Professional Services Agreement with WSP USA, Inc. for the Manthey Road Bridge Replacement Project, CIP PS 12-04
- 4.7 APPROVE TASK ORDER NO. 18 FOR J.B. ANDERSON LAND USE PLANNING TO PROVIDE CONTRACT PLANNING SERVICES FOR THE MOSSDALE LANDING WEST PROJECT AND RELATED ENTITLEMENTS
Adopt Resolution Approving Task Order No. 18 for J.B. Anderson Land Use Planning to Provide Contract Planning Services to Manage and Process the Mossdale Landing West Project and Related Entitlements
- 4.8 ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY TAYLOR BACKHOE SERVICE, INC. DBA TBS CONTRACTORS FOR GENERATIONS CENTER PARKING LOT LANDSCAPE, CIP PK 20-23

Adopt Resolution Accepting Public Improvements Constructed by Taylor Backhoe Service, Inc. dba TBS Contractors for the Construction of the Generations Center Parking Lot Landscape CIP PK 20-23, Authorize the Filing of a Notice of Completion, Release of Contract Retention, and Release of Performance and Payment Bonds

RIVER ISLANDS CONSENT ITEM(S)

4.9 CREATE CIP PK 22-40 BANTA JOINT USE COMMUNITY PARK IMPROVEMENTS, AWARD CONSTRUCTION CONTRACT TO WESTSIDE LANDSCAPE AND CONCRETE, INC. FOR THE CRICKET PITCH INSTALLATION, AND RELATED BUDGET AMENDMENTS

Adopt Resolution for the Creation of CIP PK 22-40 Banta School Joint Use Community Park Improvements, Approve a Construction Contract with Westside Landscape and Concrete, Inc. for the Installation of a Cricket Pitch, and Approve a Budget Amendment for the Purchase of Park Equipment

4.10 APPROVE FINAL MAP, C2 COMMUNITY PARK OFFER OF DEDICATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 23 LOTS IN TRACT 3794 VILLAGES "C6" & "C7", SOUTH RIVER BEND DISTRICT OF RIVER ISLANDS
Adopt Resolution Approving Final Map for Tract 3794 Villages "C6" and "C7" within the South River Bend District, Totaling 23 Single Family Lots, C2 Community Park Offer of Dedication, and Subdivision Improvement Agreement with River Islands Custom Homesites, LLC

4.11 APPROVE FINAL MAP, COMMON USE AGREEMENT, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 43 LOTS IN TRACT 4072 VILLAGE "NN2", LAKESIDE WEST DISTRICT OF RIVER ISLANDS

Adopt Resolution Approving Final Map for Tract 4072 Village "NN2" within the Lakeside West District, Totaling 43 Single Family Lots, a Common Use Agreement, and Subdivision Improvement Agreement with River Islands Stage 2B, LLC

4.12 APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 60 LOTS, TRACT 4082 VILLAGE "FF2", OLD RIVER DISTRICT OF RIVER ISLANDS

Adopt Resolution Approving Final Map for Tract 4082 Village "FF2" within the Old River District, Totaling 60 Single Family Lots and Subdivision Improvement Agreement with River Islands Stage 2B, LLC

4.13 APPROVE FINAL MAP, STREET NAMES, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 108 UNITS (1 LOT) IN TRACT 4115 VILLAGE "CC", LAKESIDE EAST DISTRICT OF RIVER ISLANDS

Adopt Resolution Approving Final Map for Tract 4115 Village "CC" within the Lakeside East District of River Islands, Totaling 108 Single Family Condominium Units (1 Lot), Street Names, CFD Annexation No. 26, and Subdivision Improvement Agreement with River Islands Stage 2A, LLC

5. SCHEDULED ITEMS

5.1 PUBLIC HEARINGS (PUBLISHED NOTICES) TO ADOPT AN URGENCY ORDINANCE AND CONSIDER A REGULAR/STANDARD ORDINANCE BY THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING REQUIREMENTS OF THE PENAL CODE RELATING TO THE RECRUITMENT AND TRAINING OF LAW ENFORCEMENT OFFICERS

The Council to Consider the Following Items:

1. Hold a Public Hearing; and
2. Adopt Urgency Ordinance Amending Title 9 "Public Peace and Welfare" of the Lathrop Municipal Code by Adding New Chapter 9.02 Titled "Peace Officer Standards And Training" to Accept Requirements of the Penal Code Relating to the Recruitment and Training of Law Enforcement Officers.
3. Hold a Public Hearing; and
4. First Reading and Introduction of an Ordinance Amending Title 9 "Public Peace and Welfare" of the Lathrop Municipal Code by Adding New Chapter 9.02 Titled "Peace Officer Standards And Training" to Accept Requirements of the Penal Code Relating to the Recruitment and Training of Law Enforcement Officers.

6. COUNCIL COMMUNICATIONS

6.1 MAYOR DHALIWAL REFERRAL - Signal at Harlan Road & Slate Street and Speed Humps around Joseph Widmer School

6.2 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)*

6.3 MAYOR & COUNCILMEMBER COMMENT(S)

7. ADJOURNMENT

/Teresa Vargas/

Teresa Vargas, MMC
Government Services Director/City Clerk

**CITY OF LATHROP
CITY COUNCIL REGULAR MEETING
MONDAY, MARCH 14, 2022
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 5:36 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 5:36 p.m.

1.2 CLOSED SESSION

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

1.2.2 CONFERENCE WITH REAL PROPERTY NEGOTIATORS: Pursuant to Government Code Section 54956.8
Project: Louise / McKinley Ave Intersection Project, CIP PS 15-02
Property: 16490 McKinley Ave (APN: 198-100-09)
Agency Negotiator: Stephen J. Salvatore, City Manager
Negotiating Parties: 1694 McLouise, LLC
Under Negotiation: Price and Terms of Purchase

1.2.3 CONFERENCE WITH LABOR NEGOTIATOR Pursuant to Government Code Section 54957.6
Agency Negotiator: Stephen J. Salvatore, City Manager
Employee Organization: Service Employees International Union (SEIU) Local 1021

1.2.4 CONFERENCE WITH LABOR NEGOTIATOR Pursuant to Government Code Section 54957.6
Agency Negotiator: Stephen J. Salvatore, City Manager
Employee Organization: Lathrop Mid-Managers and Confidential Employees Association (LMCEA)

1.2.5 CONFERENCE WITH LABOR NEGOTIATOR Pursuant to Government Code Section 54957.6
Agency Negotiator: Stephen J. Salvatore, City Manager
Unrepresented Employees: Chief Information Officer, Chief of Police, City Engineer, Director of Community Development, Director of

Finance, Director of Government Services / City Clerk, Director of Human Services, Director of Parks, Recreation and Maintenance Services, Director of Public Works, Human Resources Manager, and Unrepresented Public Safety: Commanders, Sergeants, and Police Officers

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

1.2.6 REPORT FROM CLOSED SESSION

City Attorney Salvador Navarrete reported that direction was provided in regards to Items 1.2.1 through 1.2.5; no other reportable action was provided.

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

Absent: None.

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

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

1.6 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER

On behalf of City Manager Stephen Salvatore, Government Services Director / City Clerk Teresa Vargas announced upgrades to the City Hall Council Chamber audio/video room, enhancing the ZoomGov experience for those joining remotely.

1.7 INFORMATIONAL ITEM(S) – None

1.8 DECLARATION OF CONFLICT(S) OF INTEREST -

Vice Mayor Lazard declared conflict of interest with Items 4.8 and 4.9, due to her employment with Dell’Osso Farms.

2. PRESENTATIONS

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

City Consultant Dr. Merlin Switzer (Municipal Resource Consulting Group) and incoming City of Lathrop Police Department, Chief of Police Raymond Bechler provided the presented, which included an update on accomplished milestones, overview of community meetings held throughout the city, and on on-going recruitments.

City Consultant Dan Drummond (Municipal Resource Consulting Group) provided an updated on the joint agreement with City of Ripon to provide dispatch communications services, and overview of vehicles and equipment for the new police department. A question and answer period followed the presentation.

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:

- *City Hall Featured Artist*

Announced art display in the City Hall Council Chamber by artist George E. Simmons, art available for viewing Monday through Thursday 8 am – 6 pm, and Fridays 8 am – 5 pm.

- *Activity Assistance Fund*

Provided an overview on the City of Lathrop financial assistance fund designed to help qualifying residents with registration fees for parks and recreational programs.

- *Special Events*

Provided an overview on various upcoming events: "Donuts with the Bunny", scheduled for April 9, 2022; "Earth Day Recycling Event" scheduled for April 23, 2022; and Mayor's Art Show Reception, scheduled for May 13, 2022.

- *Senior Center Programs*

Provided an overview on various upcoming events: "Flower Creations" group meets the 1st Wednesday of each month; "Book Club" group meets the 3rd Wednesday of each month; "St. Patrick's Day" luncheon, scheduled for March 17, 2022; and guest speaker Karina Talavera from the Catholic Charities will speak about healthy living, scheduled for March 23, 2022.

- *Youth Development*

Provided an overview on various upcoming events: "Spring Camp" scheduled for March 14-18, for grades K-6th; "Kids at Play" program scheduled for April 5-28, for ages 3-5; and the "Spring Cupcake" workshop scheduled for April 9, 2022, for grades 3-6th.

- *Teen Programs*

Provided an overview on various upcoming events: "Karaoke Night" scheduled for March 25, 2022, for grades 7-12th; and "Family Feud" LHS Club Edition, scheduled for April 22, 2022, for grades 9-12th.

- *Leisure Programs*

Provided an overview on upcoming leisure programs: Gymnastics for ages 6-17; Skateboarding Clinic for ages 5 and up; Football training for ages 5-13; and "Easter Eggs" Paint Night, scheduled for April 14.

- *Maintenance Services*

Provided an overview on various Maintenance Services activities, which included weed abatement completed on main right-of-way alleys between 5th and 7th Streets; recycled various scrap metal material yielding \$1,106 in revenue for the city; and nuisance fruit tree sterilization.

- *Solid Waste & Recycling*

Provided an overview of various education and outreach activities, such as: grant submittal to CalRecycle; organic waste education material mailed to all households and businesses in conjunction with Republic Services; and update on the rerouting of garbage/recycling/green waste collection schedule to accommodate new residential areas, which began on February 21, 2022.

3. CITIZEN'S FORUM

Government Services Director / City Clerk Teresa Vargas announced public comment letter/email received from Tiffani Underwood, dated March 13, 2022. Tiffani Underwood (zoom speaker) provided additional information regarding her concerns. Jerrod Mays (in person speaker) expressed interested in metal art for the City of Lathrop entrance signs depicting Lathrop's railroad history.

4. CONSENT CALENDAR

On a motion by Councilmember Torres-O'Callaghan, seconded by Vice Mayor Lazard, the City Council approved the Consent Calendar, except *Items 4.8 and 4.9, by the following roll call vote, unless otherwise indicated:

Ayes: Akinjo, Diallo, Lazard, Torres-O'Callaghan, and Dhaliwal
Noes: None
Absent: None
Abstain: Akinjo (*abstained on Item 4.2 only due to absence*)

**Items 4.8 and 4.9 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

Councilmember Akinjo abstained on Item 4.2 only due to absence.

Approved Minutes for the Special Council Meeting of January 13, 2022 and Regular Council Meeting of February 14, 2022.

4.3 DECLARE CERTAIN VEHICLES AND EQUIPMENT SURPLUS PROPERTY AND AUTHORIZE THEIR DISPOSAL

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

Adopted **Resolution 22-5030** declaring certain vehicles and equipment surplus property and authorizing their disposal.

4.4 ACCEPT THE GENERAL PLAN HOUSING ELEMENT ANNUAL PROGRESS REPORT FOR CALENDAR YEAR 2021

Adopted **Resolution 22-5031** accepting the General Plan Housing Element Annual Progress Report for Calendar Year 2021 and authorizing staff to submit the Report to the Governor's Office of Planning and Research and State Department of Housing and Community Development.

4.5 APPROVE 2022 ONE VOICE TRIP PROJECT NOMINATIONS

Adopted **Resolution 22-5032** approving staff recommended project nominations for the 2022 San Joaquin One Voice Trip.

4.6 APPROVE TASK ORDER NO. 27 WITH 4LEAF, INC. FOR INTERIM CHIEF BUILDING OFFICIAL CONSULTING SERVICES

Adopted **Resolution 22-5033** approving Task Order No. 27 to provide Interim Chief Building Official consulting services, pursuant to Master Consulting Agreement dated September 21, 2015 with 4Leaf, Inc.

4.7 AWARD CONSTRUCTION CONTRACT TO AMERINE SYSTEMS INC. FOR THE CITY HALL LANDSCAPE RENOVATION, CAPITAL IMPROVEMENT PROJECT GG 21-09 AND APPROVE RELATED BUDGET AMENDMENT

Adopted **Resolution 22-5034** awarding a Construction Contract to Amerine Systems Inc. for the City Hall Landscape Renovation, CIP GG 21-09, and approving related budget amendment.

RIVER ISLANDS CONSENT ITEM(S)

Councilmember Lazard recused herself, following the vote of the consent calendar (Items 4.1 to 4.7), prior to the vote of Items 4.8 and 4.9, due to declared conflict of interest as noted in Item 1.8.

On a motion by Councilmember Torres-O'Callaghan, seconded by Mayor Dhaliwal, the City Council approved Items 4.8 and 4.9, by the following roll call vote, unless otherwise indicated:

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

4.8 APPROVE JOINT USE AGREEMENT AND RELATED EASEMENT AGREEMENT WITH BANTA UNIFIED SCHOOL DISTRICT

Pulled by Councilmember Akinjo. A question and answer period ensued. Parks, Recreation and Maintenance Services Director Zach Jones provided additional information.

Adopted **Resolution 22-5035** approving a Joint Use Agreement and related Easement Agreement between the City of Lathrop and the Banta Unified School District.

4.9 ACCEPT PUBLIC IMPROVEMENTS FOR TRACT 3833 VILLAGE "L" FROM RIVER ISLANDS DEVELOPMENT, LLC

Adopted **Resolution 22-5036** accepting public improvements for Tract 3833 Village "L" from River Islands Development, LLC.

Councilmember Lazard returned to the chamber/dais following the vote of Items 4.8 and 4.9, for the remainder of the meeting.

5. SCHEDULED ITEMS

5.1 OUT-OF-STATE APPROVAL FOR THE 2022 SAN JOAQUIN COUNTY ONE-VOICE TRIP

City Clerk Teresa Vargas provided the presentation. A question and answer period followed. The City Council discussed adding a new Option (#6) that would include sending three (3) Council Members and the City Manager.

On a motion by Mayor Dhaliwal, seconded by Councilmember Torres-O'Callaghan, the City Council adopted **Resolution 22-5037** authorizing new Option 6; out-of-state travel for three (3) Council Members (the Council nominated Councilmembers Akinjo and Diallo, and Vice Mayor Lazard) and the City Manager to attend the 2022 San Joaquin One Voice Trip to Washington, D.C., from May 7-13, 2022, and approved related budget amendment. Furthermore, the City Council voted to cancel the Regular Meeting of May 9, 2022 due to lack of quorum, and scheduled a Special Meeting on Monday, May 16, 2022.

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

5.2 BIENNIAL BUDGET FISCAL YEAR (FY) 2021 – 2022 MID-YEAR REPORT (YEAR 1)

City Manager Stephen Salvatore provided a brief overview of the item. Finance Director Cari James provided the presentation. A question and answer period followed the presentation. City Attorney Salvador Navarrete provided additional information.

On a motion by Councilmember Akinjo, seconded simultaneously by Councilmember Lazard and Mayor Dhaliwal, the City Council adopted **Resolution 22-5038** approving the Mid-Year Budget Report for Year 1 of the Biennial Budget Fiscal Year 2021-22, and related budget augmentation request.

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

5.3 CONSIDER RESPONSE TO CITY RFP FOR A COMMERCIAL CANNABIS RETAIL DISPENSARY IN THE CITY OF LATHROP

City Attorney Salvador Navarrete provided the presentation. A question and answer period ensued throughout the presentation. Incoming Police Chief Bechler, Interim Fire Chief Capper, and Acting Police Chief Alagna provided additional information. Tim Hensley (in person speaker) expressed interest in establishing a commercial cannabis retail dispensary in the City of Lathrop, expressed regret for not being able to submit his application timely, requested Council to consider a new deadline. Corey Travis (in person speaker/applicant) expressed interest in establishing a commercial cannabis retail dispensary in the City of Lathrop. Mark Elliott (in person speaker) expressed concern with the matter, including the proposed location of the retail dispensary, public safety and implementing a yearly review of the proposed business. Donald Jimenez (in person speaker/applicant) provided additional information regarding the location on Harlan Road, next to Shell Gas, across from Popeye's Chicken.

On a motion by Vice Mayor Lazard, seconded by Councilmember Diallo, the City Council reviewed the response received and approved the response from Central California Greens, as the selected party to process with the application process to establish a commercial cannabis retail dispensary in the City of Lathrop.

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

*(*The City of Lathrop City Council Handbook of Rules and Procedures, page 13, Chapter IV, Section B(5) applies to abstentions without identified legal disqualifications.)*

6. COUNCIL COMMUNICATIONS

6.1 COUNCILMEMBER DIALLO REFERRAL - Discussion on American Rescue Plan Act Funding

Councilmember Diallo provided an overview, requested community outreach to identify best methods in disbursing the American Rescue Plan Act funds. The City Council discussed the matter. Council consensus directed staff to bring back options on funding additional parks and recreation programs and or community assistance with food/essential items.

6.2 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S) - None

6.3 MAYOR & COUNCILMEMBER COMMENT(S)

Councilmember Akinjo expressed appreciation for support received during his bereavement leave. Councilmembers Torres-O'Callaghan and Diallo commented and recognized Women's History Month. Vice Mayor Lazard thanked those in attendance. Mayor Dhaliwal expressed condolences to the Akinjo Family for the loss of their beloved Madam Clara Olawobi Fasan.

7. ADJOURNMENT – There being no further business, Mayor Dhaliwal adjourned the meeting at 8:55 p.m., in memory of Madam Clara Olawobi Fasan.



Teresa Vargas, MMC
Government Services Director / City Clerk

ITEM: **OUT-OF-STATE TRAVEL APPROVAL FOR CITY STAFF TO PARTICIPATE IN THE ICSC CONFERENCE IN MAY 2022**

RECOMMENDATION: Adopt a Resolution Authorizing Out-of-State Travel for Two City Staff Members to Attend and Represent the City of Lathrop at the International Council of Shopping Centers (ICSC) 2022 Conference in Las Vegas, Nevada from May 22, 2022 to May 24, 2022

SUMMARY:

In an effort to market the City of Lathrop to new job generating businesses and retail establishments that complement the needs and desires of its residents, the Economic Development Administrator and Principal Planner request approval to travel out-of-state to attend the annual International Council of Shopping Centers (ICSC) conference to be held in Las Vegas, Nevada on May 22, 2022 to May 24, 2022. ICSC 2022 is focused on the attraction of retail establishments and shopping center developers.

BACKGROUND:

The Economic Development Administrator was hired in February 2019 to carry out economic development activities, including marketing the city for attraction of commercial businesses, retail businesses, services and other vital outlets for the success of our community.

On January 13, 2020, City Council approved Resolution No. 20-4667 authorizing out-of-state travel and participation at the ICSC 2020 event by the Economic Development Administrator. However, the conference was canceled due to the outbreak of COVID-19. Airfare and registration credits were received to apply toward future events.

On October 11, 2021, City Council approved Resolution No. 21-4963 authorizing out-of-state travel and participation at the ICSC 2021 event by the Economic Development Administrator. However, unforeseen circumstances prevented city staff attendance at this show. Airfare credits were received to apply toward future events.

ICSC conferences are held each year to allow networking and deal making opportunities related to the retail industry. Staff schedules meetings with prospective decision makers thereby allowing an opportunity to showcase the City of Lathrop as a potential location for new business. Traditionally, city staff has participated in the western "Deal Making Show" in Monterey and the larger international "RECON" show in Las Vegas. The ICSC show in Monterey is attended

by 300 – 500 people with the ICSC Las Vegas show attracting more than 40,000 people including key decision makers, site selection consultants, developers, company representatives, and retailers.

Attendance of two city staff members is being requested. Expenses for this out-of-state travel request include event registration, airfare, transportation, hotel, food, and participation in the Team California exhibit booth less cancellation credits received from various pre-paid reservations for the ICSC 2020 and 2021 events. ATTACHMENT "B" includes additional ICSC 2022 Conference and Team California Exhibit Booth Information.

REASON FOR RECOMMENDATION:

Staff requests that the City Council adopt the proposed resolution authorizing Out-of-State Travel for two city staff members to participate in the ICSC 2022 conference being held in Las Vegas Nevada from May 22, 2022 to May 24, 2022 for the purpose of marketing, outreach, and business attraction.

FISCAL IMPACT:

The total cost for the ICSC conference is estimated to be \$6,317. All expenses relating to this conference are within the City Manager Department's Economic Development Division FY 2021-2022 budget as approved by City Council.

ATTACHMENTS:

- A. A Resolution of the City Council of the City of Lathrop to Authorize Out-of-State Travel for Two City Staff Members to Attend and Represent the City of Lathrop at the International Council of Shopping Centers 2022 Conference in Las Vegas, Nevada from May 22, 2022 to May 24, 2022
- B. ICSC 2022 Conference and Team California Exhibit Booth Information


**CITY MANAGER'S REPORT
APRIL 11, 2022 CITY COUNCIL REGULAR MEETING
OUT-OF-STATE TRAVEL FOR CITY STAFF**

APPROVALS:




Shelley Burcham
Economic Development Administrator

3-10-2022
Date



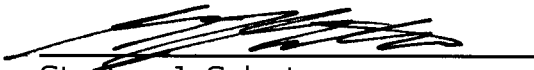
Cari James
Finance Director

3/9/2022
Date



Salvador Navarrete
City Attorney

3-9-2022
Date



Stephen J. Salvatore
City Manager

3-30-22
Date

RESOLUTION NO. 22-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO AUTHORIZE OUT-OF-STATE TRAVEL FOR TWO CITY STAFF TO ATTEND AND REPRESENT THE CITY OF LATHROP AT THE INTERNATIONAL COUNCIL OF SHOPPING CENTERS (ICSC) 2022 CONFERENCE IN LAS VEGAS, NEVADA FROM MAY 22, 2022 TO MAY 24, 2022

WHEREAS, City Council approved funding for a full-time Economic Development Administrator position to carry out economic development activities on behalf of the City; and

WHEREAS, staff has identified targeted industry opportunities to market the City for the attraction of businesses and retail establishments; and

WHEREAS, funding identified for marketing event has been considered and approved within the FY 2021-2022 budget.

THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop, authorizes out-of-state travel for the Economic Development Administrator and Principal Planner to attend and represent the City of Lathrop at the International Council of Shopping Centers 2022 Conference in Las Vegas, Nevada from May 22, 2022 to May 24, 2022.

The foregoing resolution was passed and adopted this 11th day of April 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



ICSC LAS VEGAS is our premier event and takes place annually in May. It is a two- to three-day gathering of dealmakers and industry experts, who are driving innovation and evolution in the Marketplaces Industry.

Registration Fees*

Register at the Advance Rate (ends April 22, 2022)

- Member • \$795
- Non-member • \$1,800
- Retailer member • \$0
- Student Member • \$50

**TeamCalifornia Invites You
To Participate In The California Exhibit!**

Let your presence be known and get back on track with ICSC at their biggest live event this year!

With safety precautions and CDC health guidelines in place, ICSC will be delivering all the networking and content you've come to expect from the organization.



- Meet with Prospects in Private Meeting Space
- Display your Marketing Materials and Giveaways
- Exhibit with TeamCalifornia for a Fraction of the Cost of Going it Alone!

Members: \$2,000 Nonmembers: \$4,500

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ITEM 4.4

CITY MANAGER'S REPORT APRIL 11, 2022 CITY COUNCIL REGULAR MEETING

ITEM **MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LATHROP, LATHROP MID-MANAGERS AND CONFIDENTIAL EMPLOYEES (LMCEA), SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021 (SEIU), AND UNREPRESENTED EMPLOYEES**

RECOMMENDATION: **Adopt a Resolution Approving the Memorandums of Understanding with the Lathrop Mid-Managers and Confidential Employees Association for the Management Bargaining Group and the Service Employees International Union Local 1021 for the General Services Bargaining Unit, Provide Unrepresented Staff with the Same Terms and Conditions, as Provided to SEIU and LMCEA Members Pursuant to the Memorandums of Understanding, Increase Appropriations, and Approve Updated Grade Step Table**

SUMMARY

The City of Lathrop has two (2) employee bargaining units, the Lathrop Mid-Managers and Confidential Employees (LMCEA) and the Service Employees International Union Local 1021 (SEIU) that each operate under a Memorandum of Understanding (MOU). The MOU's establish wages, working hours, and other terms and conditions of employment. Both LMCEA and SEIU MOU's expire on June 30, 2022.

In February, the City's bargaining team comprised of the City Manager, Human Resources Director, Human Resources Manager, Public Works Director and Finance Director began negotiations with both bargaining units. The City's bargaining team have reached a tentative agreement with LMCEA and SEIU for four (4) years covering July 1, 2022 through June 30, 2026. Staff seeks the City Council's adoption of a resolution to approve a new MOU with LMCEA and SEIU according to the terms described below and provide unrepresented staff the same cost of living increase and a floating holiday.

BACKGROUND

The City Council of the City of Lathrop formally recognized the Lathrop Mid-Managers and Confidential Employees Association (LMCEA) in January 2010. The current LMCEA MOU expires on June 30, 2022. Negotiations with LMCEA began on February 18, 2022, and concluded on March 15, 2022. The Tentative Agreement was ratified by its represented employees on March 23, 2022.

CITY MANAGER’S REPORT
APRIL 11, 2022 CITY COUNCIL
MEMORANDUM OF UNDERSTANDING WITH LMCEA AND SEIU

The City Council of the City of Lathrop formally recognized the Service Employees International Union, Inc., Local 1021 (SEIU) in November 2002. The current SEIU MOU expires on June 30, 2022. Negotiations with SEIU began on March 3, 2022, and concluded on April 5, 2022. The Tentative Agreement was ratified by its represented employees on April 8, 2022.

The MOU’s establish wages, working hours, and other terms and conditions of employment. The tentative agreements were or will be ratified by LMCEA and SEIU by council meeting time on April 11th. The terms and conditions presented for City Council consideration for the LMCEA, SEIU and unrepresented employees are:

- Four Year Term (July 1, 2022 to June 30, 2026)
- Cost of Living Adjustments of 4% in July 2022, 2023 and 2024, and 2025 beginning the first full pay period in July.
- Add one annual floating holiday
- Increase annual tuition reimbursement from \$1,100 to \$3,000
- Language clean-up/clarification as redlined in attached LMCEA and SEIU MOU’s

UNREPRESENTED EMPLOYEES

Unrepresented employees will be granted the same cost of living adjustment, annual floating holiday and annual tuition reimbursement up to 3,000 as LMCEA employees.

REASON FOR RECOMMENDATION

The MOU’s are the result of meeting and conferring in good faith pursuant to the California Government Section Code 3543.2 and the City of Lathrop Employee-Employer Relations Resolution. The MOU’s establish wages, hours, and other terms and conditions of employment for employees represented by LMCEA and SEIU.

FISCAL IMPACT

The estimated fiscal impact of this action is summarized as follows:

Description	Year 1 Total Cost
Floating Holiday	\$100,000
Cost of Living Adjustment	\$676,235
Tuition Reimbursement	\$9,500
Total Fiscal Impact	\$785,735

**CITY MANAGER'S REPORT
APRIL 11, 2022 CITY COUNCIL
MEMORANDUM OF UNDERSTANDING WITH LMCEA AND SEIU**

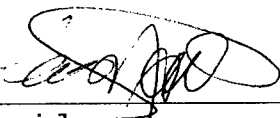
Page 3

ATTACHMENTS:

- A. Resolution Authorizing the Mayor to Execute the Memorandum of Understanding with the Lathrop Mid-Managers and Confidential Employees Association (LMCEA), Service Employees International Union, Inc., Local 1021 (SEIU), and Provide Unrepresented Staff with the Same cost of living adjustment, Annual Floating Holiday and annual tuition reimbursement, as Provided to LMCEA and SEIU Members Pursuant to the Memorandums of Understanding, Increase Appropriations Necessary Pursuant to this action and Authorize the City Manager to Execute the Same and Approve the Updated Grade Step Table
- B. Memorandum of Understanding between the City of Lathrop and the Lathrop Mid-Managers and Confidential Employees Association (LMCEA), effective July 1, 2022 through June 30, 2026
- C. Memorandum of Understanding between the City of Lathrop and the Service Employees International Union Local 1021 (SEIU), effective July 1, 2022 through June 30, 2026
- D. Grade Step Table, Effective July 9, 2022

**CITY MANAGER'S REPORT
APRIL 11, 2022 CITY COUNCIL
MEMORANDUM OF UNDERSTANDING WITH LMCEA AND SEIU**

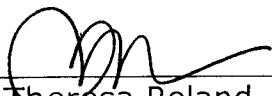
APPROVALS:



Cari James
Finance Director

4/5/2022


Date



Theresa Roland
Human Resources Director

4/5/22

Date



Salvador Navarrete
City Attorney

4.6.2022

Date



Stephen J. Salvatore
City Manager/Chief Negotiator

4.6.22

Date

RESOLUTION NO. 22-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AUTHORIZING THE MAYOR TO EXECUTE THE MEMORANDUMS OF UNDERSTANDING WITH THE LATHROP MID-MANAGERS AND CONFIDENTIAL EMPLOYEES ASSOCIATION (LMCEA) FOR THE MANAGEMENT BARGAINING GROUP THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021 (SEIU) FOR THE GENERAL SERVICES BARGAINING UNIT, AND PROVIDE UNREPRESENTED EMPLOYEES WITH THE SAME TERMS AND CONDITIONS AS PROVIDED TO LMCEA MEMBERS PURSUANT TO THEIR MOU'S, APPROVE THE RELATED BUDGET AMENDMENT, AND APPROVE STEP GRADE TABLE

WHEREAS, the City Council of the City of Lathrop formally recognized the Lathrop Mid-Managers and Confidential Employees Association (LMCEA) as the exclusive employee organization representing designated mid-manager, supervisory and confidential employee positions in January 2010; and

WHEREAS, the City Council of the City of Lathrop formally recognized the Service Employees International Union, Inc., Local 1021 (SEIU) as the exclusive employee organization representing the general services bargaining unit in November 2002; and

WHEREAS, current Memorandums of Understanding (MOU's) expire on June 30, 2022; and

WHEREAS, negotiations with LMCEA began February 18, 2022, and concluded on March 15, 2022 and negotiations with SEIU began March 3, 2022, and concluded on April 5; and

WHEREAS, this resolution represents the agreed upon terms of the new LMCEA and SEIU MOU's and constitute the result of meeting and conferring in good faith pursuant to the California Government Code and the City of Lathrop Employee-Employer Relations Resolution; and

WHEREAS, MOU's establish wages, hours, other terms and conditions of employment; and

WHEREAS, it has been the practice of the City of Lathrop to revise specified compensation benefits of unrepresented staff members to match those of represented employees; therefore, unrepresented employees will be granted the same cost of living adjustment, annual floating holiday, and annual tuition reimbursement as the LMCEA and SEIU MOU's; and

WHEREAS, all other terms and conditions of the LMCEA MOU were updated with minor modifications agreed upon by the City and LMCEA;

WHEREAS, all other terms and conditions of the SEIU MOU were updated with minor modifications agreed upon by the City and LMCEA;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop does hereby approve and authorize the Mayor to Execute the Memorandum of Understanding with Lathrop Mid-Managers and Confidential Employees Association for the Management Bargaining Group (LMCEA); and

BE IT FURTHER RESOLVED that the City Council of the City of Lathrop does hereby approve and authorize the Mayor to Execute the Memorandum of Understanding with the Service Employees International Union, Inc., Local 1021 (SEIU); and

BE IT FURTHER RESOLVED that the City Council of the City of Lathrop does hereby provide Unrepresented Staff Members the cost of living adjustment, annual floating holiday, and annual tuition reimbursement as provided to LMCEA and SEIU Members pursuant to their MOU's; and

BE IT FURTHER RESOLVED that the City Council of the City of Lathrop does hereby approve the grade step table and budget amendments to be adjusted at year end with a final budget amendment of \$785,735.

PASSED AND ADOPTED this 11th day of April, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

SIGNED:

Sonny Dhaliwal, Mayor

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

ATTEST:

Teresa Vargas, City Clerk



Memorandum of Understanding between
The City of Lathrop and
Lathrop Mid-Managers and Confidential Employees Association

Effective: July 1, 2016~~22~~ through June 30, 2019~~26~~

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PREAMBLE

This Memorandum of Understanding (hereinafter “Memorandum”, “MOU” or “Agreement”), is made by and between the City of Lathrop (hereinafter “City”) and the Lathrop Mid-Managers and Confidential Employees Association, (hereinafter “LMCEA” or “Association”), representing regular employees who are incumbents in regular full-time or part-time (when scheduled to work 20 hours or more per week) positions that are in job classifications comprising the Mid-Management and Confidential Bargaining Unit (refer to Appendix “A”). This Memorandum of Understanding, inclusive of Appendix “B”, constitutes the result of meeting and conferring in good faith pursuant to the California Government Code Section 3500 et.seq. and the City of Lathrop Employer-Employee Relations Resolution (hereinafter EERR), establishing the wages, hours and other terms and conditions of employment for employees represented by the Association.

TERM

The term of this agreement shall be from July 1, 2016~~22~~ through June 30, 2019~~26~~.

PERSONNEL RULES

- A. Personnel Rules: All references to Personnel Rules are specifically and only to the City of Lathrop Personnel Rules and Regulations adopted by Council Resolution No. 14-3778 on June 16, 2014.
- B. Incorporation of Personnel Rules
 - a. The parties agree that sections of the Personnel Rules that relate to wages, hours or other terms of conditions of employment pursuant to Government Code 3500 et.seq., have been incorporated into this Agreement, whether specifically referenced or not.
 - b. During the term of this agreement, the City will not change provisions of specifically cited Personnel Rules or any other rule or ordinance relating to wages, hours or other terms of conditions of employment without first meeting and conferring in good faith with the Association pursuant to Government Code 3500 et.seq. Members agree to then be bound by Personnel Rules adopted pursuant to this process even if the Rules are inconsistent with provisions of this MOU.

OTHER POST EMPLOYMENT BENEFITS – “OPEB”

In an effort to maintain fiscal solvency, the City will ~~maintain~~reduce post employment benefit obligations in the following manner:

- 1. ~~Establish~~Maintain Irrevocable Trust Fund ~~established in FY 14-15~~– Medical Benefits
 - a. CalPERS to administer
- 2. Continue ~~Catch-up on~~ funding OPEB contributions and annual required contribution for term of agreement:
 - a. ~~FY 14/15 = \$3 million one time cost to be deposited into the Irrevocable Trust~~
 - b. ~~FY 15/16 = Approximately \$184,000 contribution to the Irrevocable Trust~~
- 3. ~~Pay the CalPERS side fund amount~~
 - a. ~~FY 14/15 = \$500,000 one time cost~~
- 4. ~~3. Reduce~~Other Post Employment Benefits “OPEB” obligation
 - a. ~~Adjust m~~Medical post-retirement age eligible ~~at~~to 55 ~~vs. 50~~
 - i. All employees retiring after Dec. 31, 2014
 - ii. All new hires
 - b. ~~Adjust p~~Post-retirement medical for all employees retiring after Dec. 31, 2014 and New Hires
 - i. Retiree +1
 - ii. City-paid retiree medical 55-65 = same health benefits premium contribution as active employees; continue existing City and employee contributions; City will

pay one half (50%) of the difference in premium increase up to 6.5%; tied to the average plan cost. City-paid medical at Medicare eligibility (65) = The City will pay the CalPERS Minimum Employer Contribution (i.e., \$125149/mo. – 201622)

iii. Retiree is responsible for paying the cost of medical premiums as established by CalPERS.

iv. The City will process a reimbursement through the designated third-Party Administrator (TPA). The TPA will process the reimbursement to the retiree on or about the 1st of each month.

c. Post-retirement medical for existing annuitants and employees retiring on or before December 31, 2014 – No change for term of agreement

4. Maintain Adjust Post-Retirement Benefit Schedule for new hires as July 1, 2014

a. Employees hired prior to July 1, 2014; 100% vested

d.b. Employees hired July 1, 2014 or later; 25% @ 5 yrs., 50% @ 10 yrs., 100% @ 15 yrs.

e.c. The benefit stipend is a dollar amount equal to 100% of active average plan cost, by category; i.e. retiree +1

1 EMPLOYER-EMPLOYEE RIGHTS AND RESPONSIBILITIES

1.1 Management Rights: It is understood and agreed that the City retains all of its powers and authority to manage municipal services and the work force performing those services. It is agreed that during the term hereof, the City shall not be required to meet and confer on matters that are solely a function of management, including but not limited to:

1.1.1 Determine and modify the organization of City government and its constituent work units.

1.1.2 Determine the nature, standards, levels and mode of delivery services to be offered to the public.

1.1.3 Determine the methods, means and the numbers and kinds of personnel by which services are to be provided.

1.1.4 Determine whether goods or services shall be made or provided by the City, or shall be purchased, or contracted for.

1.1.5 Direct employees, including scheduling and assigning work, overtime and work hours. For the purposes of this right, work hours shall not include any change in regularly scheduled work hour that extends for more than one full pay period nor shall it include any revision to the 9/80 plan.

1.1.6 Establish employee performance standards and to require compliance therewith.

1.1.7 Relieve employees from duty because of lack of work, or lack of funds or for other legitimate reasons.

1.1.8 Implement rules, regulations and directives consistent with law and the specific provisions of this MOU.

1.1.9 Take all necessary actions to protect the public and carry out its mission in emergencies.

1.1.10 Provisions of this section shall not be subject to the grievance procedure.

1.2 Employee's Rights-Employer-Employee Relations: LMCEA and the City recognize that each employee shall have the following rights that (s)he may exercise in accordance with this Memorandum, the Employer-Employee Relations Resolution, applicable law, ordinances and rules and regulations:

- 1.2.1 The right to form, join, and participate in the activities of any labor organization of his/her own choosing for the purpose of representation of all matters within the scope of representation.
- 1.2.2 The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of the City, other employees or employee organizations, with respect to his/her membership or non-membership in any employee organization or with respect to any lawful activity.
- 1.2.3 The right to refuse to join or participate in the activities of any employee organization.
- 1.3 Discrimination of Employment Prohibited: The City of Lathrop prohibits discrimination in employment as outlined in Rule 2 of the Personnel Rules and Regulations.
- 1.4 LMCEA Rights: LMCEA shall have the following rights:
 - 1.4.1 Representation: To meet and confer in good faith with the City Manager regarding matters within the scope of representation.
 - 1.4.2 Advanced Notice: Except in cases of emergency, LMCEA shall be given five (5) days advance written notice of any ordinance, resolution, rule or regulation, proposal or other action directly relating to matters within the scope of representation proposed to be adopted by the City and shall be given the opportunity to meet and confer in good faith with management prior to its adoption. Written notice will customarily be provided by letter or furnishing LMCEA with advance copies of the agenda of the City Council.
 - 1.4.3 In cases of emergency when City management determines that an ordinance, resolution, rule or regulation must be adopted immediately without prior notice or negotiations with the Association, City management shall provide such notice and opportunity to negotiate at the earliest practicable time following the adoption of such ordinance, rule or regulation, proposal or other action.
 - 1.4.4 Meeting Attendance: LMCEA may have ~~three~~ (32) employees who serve as official representatives released from work without loss of compensation when meeting and conferring with management representatives where matters within the scope of representation are being considered.
 - 1.4.5 Representatives' Access to Employees
 - a. Authorized representatives of LMCEA (employed by LMCEA) shall be allowed reasonable access to members of the unit at their work locations during the working hours of the employees. The authorized representative shall give advance notice to the supervisor or department head when contacting the departmental employees during their duty period. Meetings shall be held in a private office or conference room.
 - b. Reasonable solicitation for membership or other internal Association business shall be conducted only during the non-duty hours of all employees concerned, so long as normal work functions of City are not interfered with.
 - 1.4.6 Association Officers: Association Officers and Directors (City employees) employed and recognized by City may assist employees in resolving complaints and grievances at the lowest possible administrative level of review. Officers and Directors will be allowed a reasonable amount of City time, provided that the work of the employee and the service to the public are not unduly impaired, to investigate, process and meet with management on a complaint or grievance.

- a. Release Time: A request for release time for the purposes outlined above shall be made prior to taking the release time. Such a request shall not be unreasonable denied.
 - b. Designated Officers and Directors: The Association shall provide a current list of all designated Officers and Directors to the City Manager or designee at the beginning of each calendar year and whenever there is a change in the list of Officers and Directors. The list shall show the employee name, classification, department and work location and normal are to be covered. No Officers and Directors shall be recognized as such by the City without a written request from LMCEA.
- 1.4.7 City Facilities Use: City facilities shall be available to LMCEA as follows:
- 1. City Buildings: LMCEA may be granted the use of City buildings, but not City equipment, for meetings composed of City employees within the bargaining unit provided space can be made available without interfering with City needs. LMCEA shall obtain the permission of the designated City official for the use of such facilities.
 - 2. Bulletin Boards: LMCEA shall be allowed reasonable use of designated City bulletin boards to provide information to members under the following conditions:
 - (a) Material shall be posted on space as designated.
 - (b) Posted material shall not be misleading, contain any deliberate misstatements and/or violate any Federal, State or County laws.
 - (c) Material shall be neatly displayed and shall be removed when no longer timely.
- 1.4.8 Employee Payroll Deductions: LMCEA shall have the right to a payroll deduction for its members in this unit including regular dues and employee benefit program costs. Regular dues and employee benefit program costs may be deducted from the employee's individual paycheck. Except as otherwise provided in this Memorandum, payroll deductions shall be made only upon the revocable written authorization of the individual employee. A continuation of LMCEA payroll deductions, without resigning a payroll deduction card, shall be allowed after an employee returns from a leave of absence.
- 1.4.9 Separation From Unit: The provisions of this Agreement shall not apply during periods that an employee is separated from the representation unit but shall be reinstated upon the return of the employee to the representation unit. The term "separation" includes transfer out of the unit, layoff and leave of absence with duration of more than thirty (30) days.
- 1.4.10 Forfeiture of Deductions: If the balance of an employee's wages, after all other involuntary and insurance premium deductions are made in any one pay period, is not sufficient to pay deductions required by this Agreement, no such deduction shall be made for that period.
- 1.4.11 The authorization for payroll deductions described in this agreement shall specifically require the employee to agree to hold the City harmless from all claims, demands, suits or other forms of liability that may arise against the City for or on account of any deduction made from the wages of such employee.

- 2.1 Health Insurance Options: The City shall provide an option for health insurance coverage for eligible employees and ~~dependants~~dependents. All health and health-related plan or benefit years shall coincide with the calendar year.
- 2.2 PREMIUM: The City will increase the maximum amount that it will pay for all benefits (medical, dental, and vision) currently \$1,619~~865~~865/month effective January 1, 2016~~22~~22. Effective January 1, 2017, the City will increase the maximum amount that it will pay for all benefits (medical, dental, vision) to one half (1/2) of any premium increases during the term of this MOU, but not to exceed an annual increase of six and one half (6½%) percent.
- 2.3 Cafeteria Benefits Plan: The City shall provide represented employees a cafeteria benefits plan that will be funded with the City's employer's health benefit contribution.
- A. The City shall maintain a Cafeteria Benefits Plan for each represented employees in regular employment status. Monies in and employee's Cafeteria Benefit Plan shall first be used for the following purposes:
 - 2.3.A.1 Medical insurance.
 - 2.3.A.2 Dental insurance.
 - 2.3.A.3 Vision insurance.
 - B. Upon first providing proof of medical, dental and vision insurance coverage to the City's Human Resource Department, whether it be from the employee's Cafeteria Benefits Plan or a spouse/partner/parent's employer provided health benefit program, a representative employee may elect to use up to 35% of the City's health plan contribution to the Cafeteria Benefits Plan for one or more of the following purposes:
 - 2.3.B.1 Payments on the employee's behalf to the City of Lathrop's deferred compensation providers;
 - 2.3.B.2 Payment to the City's 125 plan administrator for reimbursement of the Internal Revenue Code 125 eligible dependent care; or
 - 2.3.B.3 As a taxable cash payment of the unused balance.
 - C. Each represented employee shall provide the Human Resource Department in writing, on a form provided and at times designated by the City each year, all information necessary to administer the Cafeteria Benefits Plan during the 12 month period beginning the first day of each plan benefit year. Thereafter, no changes to designations made will be allowed until the following open enrollment period.
 - D. Each represented employee shall be responsible for providing immediate written notification to the Human Resources Department of any change to the number of his/her dependents which affects the amount of the City payment on the behalf of the employee. Changes in the cafeteria benefit payments required because of a change in an employee's number of dependent shall take effect at the start of the first pay period in the month next following the month in which notice from the employee was received by the Human Resources Department. No retroactive payments shall be allowed.
- 2.4 Effective Date of Coverage: The effective date of coverage for new employee health, dental, and vision insurance plans shall be in the month next following the date of appointment to employment as a regular employee.
- 2.5 Dental and Vision Insurance: The City provides dental and vision insurance that is on a calendar plan year. When an employee enrolls in either program, he/she is expected to remain

enrolled during the term of this MOU, unless a permissible event, as described in the plan, allows the employee to withdraw or modify coverage.

- 2.6 Life Insurance: Employees with more than 30 days of employment with the City shall receive an amount of group term life insurance equal to the amount of their annual salary.
- 2.7 State Disability Insurance: The City shall purchase, and pay the full premium for, State Disability Insurance (SDI). SDI provides weekly benefits in the event an employee is unable to work due to an illness or injury that is not job-related. Employees receiving benefits from SDI and who are supplementing those benefits with accrued leave time to receive a full paycheck shall receive the City's contribution to their Cafeteria Benefits Plan.
- 2.8 Flexible Benefits: Employees may participate in a flexible benefit program (as allowed and prescribed by Section 125 of the Internal Revenue Code and applicable IRC sections and regulations) that permits the payment of unreimbursed eligible dependent care costs and/or insurance premiums with pre-tax dollars. This flexible benefit program may be expanded, provided that there is no cost to the City, to include other unreimbursed expenses permitted by the Internal Revenue Code and its related regulations. Any Internal Revenue Code amendments that affect these deductible medical expenses and/or City liability shall void that portion of the flexible benefit program.
- 2.9 Continuation of Insurance Benefits While on Leave of Absence: When an employee is on an authorized leave of absence without pay, the employee shall be allowed at the employee's own expense to remain under the health, dental, vision and life insurance coverage for up to twenty-six (26) bi-weekly pay periods provided that such employee shall pay the applicable premiums at least two (2) weeks prior to the premium due date. Specific arrangements for such coverage shall be made with the Finance Department.

Employees who must pay either all or a portion of their health, vision, dental and life benefits shall either arrange for the payment to be deducted from their paychecks or, if the amount of the paycheck is not sufficient, pay those benefits to the Human Resources Department twice per month at least two (2) weeks prior to the premium due date. Failure to pay for these benefits two (2) weeks prior to each premium due date shall result in cancellations of the insurance.

~~3 LEAVES FROM EMPLOYMENT~~

~~3.1 Personnel Rules: Paid and unpaid leaves shall be administered pursuant to the designated sections of the Personnel Rules as follows:~~

- ~~A. Holidays—Rule 7.1~~
- ~~B. Vacation—Rule 7.2~~
- ~~C. Authorized Absence—Rule 8.1~~
- ~~D. Sick Leave—Rule 8.2~~
- ~~E. Family and Medical Leave—Rule 8.3~~
- ~~F. Pregnancy Disability Leave—Rule 8.8~~
- ~~G. Leave to Visit Child's School or Day Care Facility—Rule 8.5~~
- ~~H. Military Leave—Rule 8.6~~
- ~~I. Funeral/Bereavement Leave—Rule 8.7~~
- ~~J. Jury Duty—Rule 8.8~~
- ~~K. Leave for Crime Victims—Rule 8.9~~
- ~~L. Administrative Leave—Rule 8.10~~
- ~~M. Leave Without Pay—Rule 8.11~~
- ~~N. Management Leave—Rule 8.12~~
- ~~O. Court Appearances—Rule 6.4~~

3.2 Vacation Buy Back

- A. — ~~Exempt employees are eligible to buy back up to forty (40) hours of accrued vacation time per year. Vacation buy back is not automatic. Employees wanting to buy back vacation must submit a written request to the City Manager by December 15 of each year. At the time the request is submitted, the exempt employee must have accrued a minimum of forty (40) hours of vacation time. If a request is not received by December 15, the buy back may not be allowed.~~
- B. — ~~In addition, for those exempt employees whose accrued vacation time exceeds the accrual maximum set forth in the Personnel Rules and Regulations, an additional vacation buy back is authorized for any hours above the accrual cap. Redemption over the maximum accrual amount shall take place quarterly.~~
- C. — ~~Vacation Accrual: Non-exempt employees over vacation accrual maximum at January 1 will be able to buy back up to forty (40) hours of vacation time above the accrual cap per year and will be paid out with pay period one (#1).~~

3.3 Management Leave

- A. — ~~Exempt employees, in the classifications of Accounting Manager, Senior Accountant, Chief Building Official, Principal Engineer, Senior Engineer, Senior Civil Engineer, Information Technology Manager, Chief Planning Official, Animal Services Manager, Parks & Recreation Administrator, Budget Manager, Parks & Recreation Project & Program Manager, Special Districts Manager, Senior Management Analyst, and Utility and Street Maintenance Superintendent shall be granted one hundred (100) hours of management leave each calendar year. All other represented exempt employees shall be granted eighty (80) hours of management leave each calendar year. This leave shall be prorated at the at time of hire for new employees.~~
- B. — ~~Management leave not used by December 31 of each year will be converted to vacation time.~~
- C. — ~~Scheduling of management leave shall be done in the same manner as vacation scheduling.~~

3.4 Leave for Promotional Examinations/Interviews: ~~Employees shall be allowed the necessary time off with pay to participate in internal promotional examinations/interviews for the City, which are held during the regular work hours.~~

3.5 Catastrophic Leave Program

A. — ~~Conditions of Participation:~~

~~3.5.A.1 Application for receipt of catastrophic leave donations will be processed by the Human Resources Department.~~

~~3.5.A.2 An employee becomes eligible to receive catastrophic leave donations when the employee has exhausted, or will soon exhaust all his/her accrued leave, as a result of verifiable long term illness or injury suffered by the employee.~~

B. ~~Donation of Time~~

~~3.5.B.1 Employees may donate accrued vacation, or compensatory time: sick leave may not be donated.~~

~~3.5.B.2 Donations may be made in whole hour increments from a minimum of four (4) to a maximum of sixteen (16) hours per donor.~~

~~3.5.B.3 Donors must have an overall leave balance of 80 hours remaining after donated time has been deducted.~~

~~3.5.B.4 Once donated to an individual, donated leave cannot be reclaimed by the donor.~~

~~3.5.B.5 Cumulative total of donated time received by the employee cannot exceed the minimum amount of time needed by verification of the doctor.~~

~~C. Processing of Donations~~

~~3.5.C.1 Upon receipt of an application for use of this section, Human Resources shall verify that the employee has a long term illness or injury that requires leave under this program.~~

~~3.5.C.2 Upon verification, the Human Resources Department shall notify Payroll of the eligibility of the employee to receive catastrophic leave donations.~~

~~3.5.C.3 Upon receipt of donation authorizations, Payroll shall take the following actions:~~

~~e. Verify that the donating employee has the minimum required leave balance required for the donation and convert donated time dollars at the hourly rate of the donor and subtract from the designated leave category. Pay supplements which are a percentage of base salary (except above class pay and special assignment pay) shall be added to the base salary prior to converting the value of the donated time to the recipient.~~

~~b. Convert donated dollars as computed above to work hours at the hourly rate of the recipient, and add the recipient's sick leave balance.~~

~~e. Notify departments of changes in leave balances by noting payroll adjustments for the next payday.~~

~~d. Retain a confidential file of donation authorization.~~

~~D. Treatment of Donated Time~~

~~3.5.D.1 Donated time is treated as sick leave accrued by the recipient of the donation.~~

~~3.5.D.2 Donated time does not alter the employment rights of the county of the recipient, nor extend or alter limitations otherwise applicable to Leaves of Absence of Sick Leave, except as noted in this agreement.~~

~~3.5.D.3 Employees who are utilizing donated sick leave hours will continue to accrue vacation and sick leave in accordance with the provisions of this Memorandum of Understanding; however, they will not be eligible to receive sick leave conversion.~~

43 SALARIES and COMPENSATION

4.23.1 Salary Plan: Salaries, including merit step increases, shall be administered pursuant to Personnel Rule 6.2 with the base City-wide Salary plan based on competitive market values being that which was adopted by City Council Resolution 10-2943.

4.23.2 Salaries and Merit Step Increases

- A. There shall be ~~a~~ a four percent (34%) cost-of-living increase for Fiscal Year 2016~~22~~, 2017~~23~~, 2024 and 2018~~25~~; beginning the first full pay period in July, 2016~~22~~, July 2017~~23~~, July 2024 and July 2018~~25~~.
- B. ~~Effective the first full pay period of July 2016, step increases will be reinstated. Eligible employees who have a satisfactory performance evaluation, may receive a step increase on their next performance review date.~~

4.33.3 Standby Pay: Full-time employees shall receive \$3.00 per hour as standby compensation for all hours they are assigned to standby except for those hours actually worked and for which the normal pay is received.

4.43.4 Work Above Class: While the City does not encourage the practice of working out-of-class, it is recognized that there are times when such a situation may occur, such as unforeseen extended leaves or vacations. Working out-of-class assignments are at the discretion of the Department Head. When it does occur, the City agrees with providing just compensation to eligible employees working out-of-class. The City agrees to provide out-of-class compensation after the completion of more than 10 consecutive days of working out-of-class or more than 20 accumulative days of working out of class per fiscal year. Out-of-class compensation is to be a minimum salary increment of 5 percent or the lowest step of the higher range, whichever is greater. For purposes of this provision, “eligible employee” refers to an employee in the same class series who is qualified to perform the class duties and who have found to be “meeting job expectations” or better on their most recent evaluation.

Therefore, opportunities for working above class shall, to the extent possible, be spread among all those who qualify for said position. If the supervisor determines that someone will be assigned to work “out-of-class” they shall appoint one of those who qualify. If there is more than one employee who is qualified to work out-of-class, then each such assignment shall be to a different employee so that all qualified employees obtain approximately equal opportunities to work above class. All working above class assignments will be requested by the Department Head and submitted to the City Manager for approval.

4.53.5 Deferred Compensation Contribution

- A. The City of Lathrop maintains ~~three~~four (34) voluntary, employee only Section 457 Deferred Compensation Plans. The City, at its sole discretion, shall have the right at any time during the period covered by this agreement to develop charges necessary for the administration of the plan or plans, and implement said charges for active and inactive participants, to be paid by active and inactive participants. In any case, the charge shall not exceed the actual cost to the City for administration of the plan or plans as computed by the Finance Director under standard accounting practices for cost allocation purposes.
- B. Before implementing a payroll deduction charge, the City will make every effort to negotiate with the plan vendors and/or third party administrator to recoup the City cost from their management fees.

4.63.6 Severance Procedures: Severance procedures shall be in accordance with the Personnel Rules section 6.6.

4.73.7 Bilingual Pay

City agrees to pay \$60 per month for up to five (5) employees as compensation for using their skills in a language other than English under the following conditions:

- a. The employee must be certified to speak, write and read in the language for which pay is be provided; and

- b. Following a request by the employee, the Department Head, as approved by the City Manager, must determine that the language is a certified language and that there is a benefit to the City for the employee to provide translation services in the language for which compensation is requested; and
- c. The City has approved the certification process to be used by the employee in advance of the certification being obtained.

54 HOURS OF WORK AND OVERTIME

5.14.1 Work Hours: Working hours, including City business hours, meals and rest periods, notification of employee absence and flexible work schedules shall be in accordance with Personnel Rule 4.1.

5.24.2 Overtime and Overtime Compensation: The City of Lathrop ~~intends to~~ shall compensate City employees for all hours worked, including overtime hours worked in compliance with the Fair Labor Standards Act (FLSA). The FLSA categorizes employees as exempt and nonexempt. Exempt employees are not eligible for overtime or compensatory time. Exempt employees includes all employees who meet one or more of the duties test exemptions from overtime under the FLSA (e.g. executive, administrative, professional) and who are paid on a salary basis. Salary basis means compensation in a predetermined amount that is generally not reduced regardless of the quality or quantity of work actually performed.

The City Manager shall classify all positions for purposes of FLSA. Department Heads shall see that records are kept and overtime and compensatory time are approved in accordance with ~~this section and~~ departmental procedures. The Finance Manager shall calculate pay periods. For purposes of the 9/80 alternate work schedule, the Friday worked ends/begins mid-day Friday; the designation of mid-day Friday is the start of the pay period.

A. Overtime Compensation

- 1. An employee who works beyond the specified numbers of hours in the pay period shall receive compensation at the rate of one and one-half times the regular base pay. All time in paid status, with the exception of vacation, sick and compensatory time taken, shall be deemed time worked for the purposes of this section.
- 2. Compensatory time may be given in lieu of paid overtime at the discretion of the Department Head. Employees earning compensatory time may only accumulate eighty (80) hours. Employees who accumulate more than the maximum eighty (80) hours shall be paid for overtime hours in excess of the maximum.

B. Approval of Overtime

- 1. Overtime worked must be approved by the Department Head prior to being worked. The Department Head should make sure that appropriate and accurate records of all overtime hours worked and any compensatory time earned are kept.
- 2. Failure to have overtime approved in advance, except for call-back time, will not prevent the City from compensating the Employee for the time worked; however, disciplinary action may be taken for working unauthorized hours.

C. Payment of Accrued Overtime

1. Any accrued compensatory time shall be used before accrued vacation leave whenever an employee takes time off.
2. Use of compensatory time should not create a situation where overtime for other personnel within the department or City is necessary to maintain operations.
3. Upon termination of employment, any compensatory time up to the maximum accrual earned and unused by the employee shall be paid at a rate of pay equal to the employee's current rate of pay at termination.

D. Record Keeping

Each Department Head shall see that accurate records are kept of all hours worked by each employee within the department. Such records shall differentiate between scheduled hours and overtime hours worked and all leave hours taken per work period for each employee. Copies of all time worked records shall be submitted to the Finance Department at the end of each pay period or each work period. These records shall be maintained for at least three (3) years.

Hours worked shall be documented and compensated in fifteen (15) minute intervals. For example, an employee working more than five (5) minutes in a fifteen (15) minute interval shall be compensated for fifteen (15) minutes.

5. LEAVES FROM EMPLOYMENT

5.1 Paid Holidays

The City recognizes that various special occasions occur during the course of a year which warrant special celebrations and/or observances. These occasions are generally designated by Federal and/or State Statute, or by tradition. In order to acknowledge these occasions, the City has determined that it will recognize certain holidays throughout the year and allow City employees to observe these occasions by granting employees time off work, with pay or giving an additional day's or shift's pay.

A. Any day designated as a paid holiday by the City Council shall be considered a legal holiday for City employees.

B. The City shall observe the following holidays:

HOLIDAY	DATE OBSERVED
New Year's Day	January 1
Martin Luther King Jr. Day :	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September

Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
December 24	December 24
December 25th	December 25
December 31	New Year's Eve

If a holiday falls on a Sunday, the following Monday will be observed as the holiday, except that if December 24th or December 31st falls on Sunday, the preceding Friday will be observed as the holiday. If a holiday falls on Saturday, the preceding Friday will be observed as the holiday. If December 24th or December 31st falls on Friday, the preceding Thursday will be observed as the holiday.

~~C. Part-time Employees~~

~~Part-time employees working at least thirty (30) hours per week shall receive the same holidays on a pro-rated basis to their average hours worked per week. For example, if a part-time employee was scheduled to work thirty (30) hours per week, the individual would receive six (6) hours of holiday pay for each holiday observed.~~

~~D. Temporary and Seasonal Employees~~

~~Temporary and Seasonal employees, do not receive paid holidays but may be given leave without pay to observe the occasion. If required to work a holiday, straight time or overtime pay may be made in accordance with these Rules and Regulations.~~

~~E.C. Employees Occasionally Working Holidays~~

Regular full-time and regular part-time employees required to occasionally work on a holiday (e.g., Parks and Recreation and Public Works employees) may be permitted to take a different day as the holiday, accrue the time as compensatory time or be compensated for the holiday as approved by the Department Head. Compensation shall include eight (8) hours of Holiday Pay, for full-time employees, plus time and a half for the number of hours actually worked.

5.2 Floating Holiday

Employees shall be entitled to one (1) floating holiday (8, 9, 10, or 12 hours based on employee schedule) each Fiscal Year. Floating Holiday time shall be accrued during the pay period that includes July 1st. New employees hired after July 1st shall not accrue a floating holiday until the following July 1st.

Floating holidays accrued shall be available for use the first day following the pay period in which they are accrued, and shall be scheduled at a time mutually agreed upon between the employee and Supervisor/Department Head.

Floating holiday hours must be used in the fiscal year they are received. Any Floating holiday hours remaining at June 30th shall be rolled over into the employee's vacation bank.

5.32 Vacation Time

The City of Lathrop seeks to provide City employees with time away from their daily job duties in order to relax, to refresh their energies and dedication to the job, and to maintain their health and personal well-being. For this purpose, the City has devised a vacation program for City employees.

A. ~~Full-time Employees~~

Full-time employees shall begin to accrue vacation leave on the date of hire on a bi-weekly basis at a rate based upon tenure of employment:

Years of Service	Monthly Accrual	Annual Accrual	Max Accrual
0-4 Years	6.667 hrs	80 hrs	240 hrs
5-9 Years	10 hrs	120 hrs	360 hrs
10 + Years	13.33 hrs	160 hrs	480 hrs

B. ~~Part-time Employees~~

~~Part-time employees working at least thirty (30) hours per week shall accrue vacation leave on the same basis as full-time employees, except that the accrual will be prorated based on the average number of hours worked per week.~~

C. ~~Seasonal and Temporary Employees~~

~~Seasonal and temporary employees do not accrue or receive vacation time but may be allowed leave without pay.~~

5.3.1 Vacation Buy-Back

A. Exempt employees are eligible to buy back up to forty (40) hours of accrued vacation hours per year. This will be based on the amount of vacation accrued on December 1st of each year. Vacation buy-back will not be automatic. Employees wanting to buy-back vacation must submit a written request to the City Manager by December 15th of each year. At the time the request is submitted, the exempt employee must have accrued a minimum of forty (40) hours of vacation time. If a request is not received by December 15th, the buy-back will not be allowed.

B. Exempt employees whose accrued vacation time exceeds the accrual maximum set forth in the Personnel Rules and Regulations, an additional vacation buy back is

authorized for any hours above the accrual cap. Redemption over the maximum accrual amount shall take place quarterly.

C. Non-exempt employees over vacation accrual maximum at January 1 will be able to buy back up to forty (40) hours of vacation time above the accrual cap per year and will be paid out with pay period one (#1).

E. **5.3.2 Vacation Scheduling**

All vacation time must be scheduled in advance with the Department Head and should be taken at a time which does not unnecessarily burden the department. As much as possible and as work scheduling permits employees may take multiple weeks of vacation when properly scheduled with their Department Head. All leave shall be approved by submitting a completed leave form to the Department Head for approval. Leave equaling one (1) week or more should be scheduled at least two (2) months in advance. Earlier scheduling of leave is encouraged in order to allow supervisors to reassign work load.

F. ~~Use of Compensatory Time~~

~~Any compensatory time shall be taken before vacation time is taken.~~

G. **5.3.3 Use of Vacation Benefits**

Employees are eligible to take accrued vacation time after completion of an approved probationary period. An employee may take some accrued vacation time prior to having completed the probationary period if approved by the Department Head. The vacation time will only be allowed if the situation requiring the taking of the vacation time is an emergency, or if the taking of the vacation time was negotiated prior to employment.

H. **5.3.4 Vacation Accrual**

Employees may accrue vacation time to a maximum of three (3) times their current annual accrual rate. Any employee exceeding this maximum accrual on December 31st of each year shall discontinue accruing vacation until such time as the total accrual drops below the maximum accrual limit. An employee's accrual limit may exceed the maximum limit during the year; however, the employee will discontinue accruing vacation on December 31st of each year if his/her accrual exceeds the maximum limit.

Employees who have a scheduled vacation canceled during the months of November and December due to an emergency may have their maximum vacation accrual temporarily increased. In this case the employee must meet the following conditions:

- (1) The employee's vacation accrual must be above the maximum on December 31st of that year.

- (2) The Department Head must determine that there was no other available time during the months of November and December when the vacation could be rescheduled.
- (3) The maximum accrual extension must be approved by the City Manager.
- (4) The provisions for discontinuing accrual based on exceeding the maximum limit will be waived for one (1) year. The provisions for discontinuing accrual based on maximum limit shall be enforced the following year.

5.3.5 Accrued Vacation Upon Separation

Employees are entitled to all accrued vacation leave upon their separation as a City employee.

5.4 Sick Leave

The City understands that there are times when a City employee, because of illness or injury, or illness or injury related circumstances, cannot and should not be at work. Sick leave is not a privilege to be used at an employee's discretion, but may only be used in cases of necessity and actual illness or disability of the employee or a family member needing care as set forth under this Rule below. The City shall adhere to appropriate state and federal mandated family care leave laws. (See Rule 8.4.)

A. 5.4.1 Accumulation and Use of Sick Leave

1. Full-time and exempt employees may begin to accumulate sick leave on the date of hire at a rate of eight (8) hours per month.

~~2. Regular part-time employees may begin to accumulate sick leave on the date of hire on a prorated basis.~~

3. An employee eligible for sick leave may accumulate an unlimited amount of unused sick leave. An employee may begin to utilize accumulated sick leave after having completed three (3) full pay periods of employment.

~~4. Effective July 1, 2015, the City of Lathrop will provide paid sick leave to covered employees in accordance with the Healthy Workplaces, Healthy Families Act of 2014. This paid sick leave is available to employees who work in a part-time, temporary or seasonal capacity and do not qualify for other leave benefits. Sick leave may only be used in cases of necessity and actual illness or disability of the employee or a family member needing care. In those cases, the sick leave may be used as follows:~~

~~a. An employee who works 90 or more days in a twelve month period is entitled to paid sick leave.~~

~~b. An employee is only allowed to use up to a maximum of three (3) days or 24 hours, whichever is greater, or paid leave in the calendar year.~~

~~c.— Employees will be credited with 24 hours of sick leave at the beginning of the calendar year. Unused sick leave will not be rolled over to the next calendar year. This is not a vested benefit.~~

~~d.— Employees whose hire date is after January 1st of any year will have their accruals prorated for the remainder of that fiscal year. An employee is not eligible to begin using any accrued paid sick leave until the 90th day of employment with the City.~~

~~e.— Part time employees are excluded from receiving paid Bereavement Leave, but may use accrued sick leave for a bereavement occurrence pursuant to the City's Bereavement Policy. (See Rule 8.7)~~

~~f.— Paid sick leave will not be considered as hours worked for the purposes of overtime calculation.~~

~~g.— An employee will not receive compensation for unused accrued paid sick leave upon transfer to full time status, termination, resignation, retirement or other separation from employment from the City.~~

~~h.— If an employee separates from City employment and is re-hired in a part time, temporary or seasonal status, the employee must satisfy the 90 days of employment requirement collectively over the periods of employment with the City before paid sick leave can be used.~~

B. 5.4.2 Definition of “Family Member” pursuant to Labor Code Section 245.5

5. _____ “Family Member” includes the following:

a. —A child, which for purposes of this ~~Rule~~section means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.

b. A biological, adoptive or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.

c. A spouse

d. A registered domestic partner

e. A grandparent

f. A grandchild

g. A sibling.

5.4.3 ~~C.~~ Notification of Need to Use Sick Leave

A. Employees should provide reasonable notice to their supervisor of medical appointments. Any employee needing to be absent from work because of a sick leave circumstance will arrange for a telephone report to his or her supervisor by the beginning of the scheduled work day or shift (no later than the start of the work shift) to ensure coverage can be arranged.

2. B. Any use of sick leave, including maternity, paternity, and parenting leave, which results in absence from work exceeding three (3) successive work days, may be required to be supported by a medical certificate or other evidence acceptable to the supervisor. This evidence may be required on the first working day the employee returns to work. The supervisor or Department Head may ask for medical evidence of illness for any use of sick leave if the request for evidence is made to the employee prior to his or her returning to work following the illness, or if the supervisor has a suspicion of sick leave abuse.

3. C. If a sick leave circumstance requires an employee to be away from work for a period beyond the individual's accumulated sick leave, then the time away from work may be taken as vacation time or compensatory time if either is available. When all paid leave is exhausted, leave without pay may be given.

4. D. Upon return to duty after use of sick leave, the employee shall complete a leave form to be signed by the Department Head and forwarded to the Payroll office.

5. E. Any employee who is absent from work for a period of three (3) consecutive work days without notifying his or her supervisor shall be separated from employment with the City. This separation shall be defined as a voluntary resignation and as such shall not be subject to the appeal grievance process.

5.4.4 Sick Leave Conversion

A. Employees eligible to accumulate sick leave may at the end of each calendar year convert some of the unused sick leave accumulated during each calendar year to vacation leave provided:

1. A full-time employee has an accumulated balance of unused sick leave of more than ninety-six (96) hours; conversion does not reduce unused sick leave hours below ninety-six (96) hours; and the employee has not used more than forty (40) hours of sick leave during the prior calendar year. A maximum of forty (40) hours of sick leave may be converted, but will be reduced hour for hour by sick leave used by the employee during the

calendar year. If an employee uses forty (40) or more hours of sick leave during the year, no sick leave may be converted.

~~1.~~

~~2. A part-time employee has an accumulated balance of unused sick leave of more than seventy two (72) hours; conversion does not reduce unused sick leave hours below seventy two (72) hours; and the employee has not used more than thirty (30) hours of sick leave during the calendar year. A maximum of thirty (30) hours of sick leave may be converted, but will be reduced hour for hour by sick leave used by the employee during the calendar year. If a part-time employee uses thirty (30) or more hours of sick leave during the year, no sick leave may be converted.~~

~~B.2.~~ Once an employee has met the criteria for his or her particular category of employment, the sick leave conversion will automatically take place, unless the employee directs otherwise. ~~and the employee will be able to notice.~~ The additional vacation hours will appear on the employee's on-to aee check stub or other record. Any sick leave converted shall be added to acrued vacation and be governed by the vacation accrual limits and usage rules. Conversion of sick leave shall be done after the last pay period of each calendar year.

K.5.4.5 Abuse of Sick Leave

Use of sick leave without legitimate medical need is sick leave abuse which will be cause for discipline in accordance with disciplinary procedures.

L.5.4.6 Dealing with Sick Leave upon Termination of Employment

An employee leaving City employment for any reason will not receive or be compensated for unused sick leave.

M.5.4.7 Sick Leave Use and Other Income Benefits

~~(1)~~A. _____ Workers Compensation

1. Sick Leave should not be used for work shifts or days missed during periods of work related injury or illness except to compensate for time not covered by workers compensation insurance. When the injury is reported, the employee shall also declare to the Human Resources Department his/her intent to:

3.a. Take the workers compensation benefits received in which event the City shall reduce the bi-weekly pay check by the amount of workers compensation benefits accrued (generally two-thirds of regular wages). The employee may use sick leave for the time not reimbursed by workers compensation; or

4.b. Immediately release all workers compensation benefits received to the City. By doing so the employee may use sick leave to cover the

entire period of work missed due to a work related injury or illness. At the time the workers compensation benefits are returned to the City, the appropriate amount of sick leave taken will be reinstated to the employee's accrual. If the employee fails to return the workers compensation benefits to the City, the City may reduce the employee's pay check by deduction to compensate the City for the value of the workers compensation benefits. In addition the employee may forfeit the sick leave used.

5.c. Leave related to workers compensation injuries such as worker's compensation hearings and post injury health care provider's visits, may be compensated to the employee through administrative leave if approved by the Director of Administrative Services, or designee.

~~(2)~~B. _____ Disability Insurance

Sick leave may be used in conjunction with disability benefits in order to receive 100% of an employee's salary during disability. It is the responsibility of the employee to make sure sick leave use is recorded and documented with the Finance Department when used in conjunction with disability leave.

~~(3)~~2. _____ Other

Sick leave use must be coordinated with other benefits as outlined in this Rule.

5.45.5 Catastrophic Leave Program

5.5.1. Conditions of Participation:

A. Application for receipt of catastrophic leave donations will be processed by the Human Resources Department.

B. An employee becomes eligible to receive catastrophic leave donations when the employee has exhausted or will soon exhaust all his/her accrued leave, as a result of verifiable long-term illness or injury suffered by the employee.

5.5.2. Donation of Time

A. Employees may donate accrued vacation, or compensatory time: sick leave may not be donated.

B. Donations may be made in whole hour increments from a minimum of four (4) to a maximum of sixteen (16) hours per donor.

C. Donors must have an overall leave balance of 80 hours remaining after donated time has been deducted.

D. Once donated to an individual, donated leave cannot be reclaimed by the donor.

E. Cumulative total of donated time received by the employee cannot exceed the minimum amount of time needed by verification of the doctor.

5.5.3. Processing of Donations

A. Upon receipt of an application for use of this section, Human Resources shall verify that the employee has a long-term illness or injury that requires leave under this program.

B. Upon verification, the Human Resources Department shall notify Payroll of the eligibility of the employee to receive catastrophic leave donations.

C. Upon receipt of donation authorizations, Payroll shall take the following actions:

D. Verify that the donating employee has the minimum required leave balance required for the donation and convert donated time dollars at the hourly rate of the donor and subtract from the designated leave category. Pay supplements which are a percentage of base salary (except above class pay and special assignment pay) shall be added to the base salary prior to converting the value of the donated time to the recipient.

1. Convert donated dollars as computed above to work hours at the hourly rate of the recipient and add the recipient's sick leave balance.

2. Notify departments of changes in leave balances by noting payroll adjustments for the next payday.

3. Retain a confidential file of donation authorization.

5.5.4. Treatment of Donated Time

A. Donated time is treated as sick leave accrued by the recipient of the donation.

B. Donated time does not alter the employment rights of the county of the recipient, nor extend or alter limitations otherwise applicable to Leaves of Absence of Sick Leave, except as noted in this agreement.

C. Employees who are utilizing donated sick leave hours will continue to accrue vacation and sick leave in accordance with the provisions of this Memorandum of Understanding; however, they will not be eligible to receive sick leave conversion.

5.6 Jury Duty

Any employee summoned for jury duty shall receive compensation at their regular rate for those days missed. Any amount received for jury duty pay must be returned to the City. An employee may elect to take compensatory time to perform jury duty and keep the court fees received. If any employee is subpoenaed to court on a personal matter, any time away from work during regularly scheduled working hours shall be compensatory time, vacation time, or leave without pay. Court pay for mileage shall be retained by the employee.

5.7 Management Leave

- A. ~~Exempt employees, who are ineligible for overtime pay, are given ten eighty (80) hours of management leave each calendar year with the exception of the Assistant City Manager, City Engineer, City Clerk and Department Directors, all of whom are given one hundred twenty (120) hours of management leave each calendar year and the Accounting Manager, Senior Accountant, Chief Building Official, Principle Engineer, Senior Engineer, Senior Civil Engineer, Information Technology Manager, Chief Planning Official, Animal Services Manager, Parks & Recreation Administrator, Budget Manager, Parks & Recreation Project & Program Manager, Special Districts Manager, Senior Management Analyst, and Utility and Street Maintenance Superintendent who will~~shall be given twenty five (25) hours per quarter in January, April, July and October for a total of one hundred (100) hours of management leave in each calendar year. This leave shall be prorated at the time of hire for new employees.
- B. Management leave not used by December 31st of each year will be converted to vacation time.
- C. Scheduling of management leave shall be done in the same manner as vacation scheduling, as outlined in Rule 7.2.

5.8 Leave for Promotional Examinations/Interviews

Employees shall be allowed the necessary time off with pay to participate in internal promotional examinations/interviews for the City, which are held during the regular work hours.

5.9. Authorized Absence

Employees shall be in attendance as required by their position. Any unauthorized absence may be cause for discipline. Authorized absence means permission to be absent from duty for a specified purpose, with the right to return before or upon the expiration of the leave period. Requests for leave are to be completed on a City approved form and submitted to the employee's Department Head.

6 RETIREMENT

6.

6.1 6.1. Retirement Formula: The City of Lathrop participates in the California Public Employees Retirement System (CalPERS) as follows:

6.1.1 For full-time or otherwise qualified employees hired before December 31, 2009, the City contracts with CalPERS to provide 2%@55 formula based on the average of the highest 3 years final compensation.

6.1.1

- Employees contribute 4% of the Employee share and the City picks up 3% of the Employee share.
- Effective the pay period including 1/1/15, Employees will contribute 5% of the Employee share and the City will pick up 2% of Employee share.
- Effective the pay period including 1/1/16 Employees will contribute 7% of the Employee share and there will be no City pick up of Employee share.

6.1.2 For full-time or otherwise qualified employees hired on or between January 1, 2010 and December 31, 2012, or new employees hired on or after January 1, 2013 who qualify as a Classic Employee pursuant to CalPERS regulations, the City contracts with CalPERS to provide 2%@60 formula based on the average of the highest 3 years final compensation.

- Employees contribute 4% of the Employee share and the City picks up 3% of the Employee share.
- Effective the pay period including 1/1/15 Employees will contribute 5% of the Employee share and the City will pick up 2% of Employee share.
- Effective the pay period including 1/1/16 Employees will contribute 7% of the Employee share and there will be no City pick up of Employee share.

6.1.3 For full-time or otherwise qualified employees who are hired on or after January 1, 2013 or previous CalPERS members hired on or after January 1, 2013 who are not qualified as Classic Employees pursuant to CalPERS regulations, CalPERS has by statute implemented a 2%@62 formula based on the average of the highest 3 years final compensation.

- i. Employees shall pay 50% of the normal cost rate as determined by CalPERS.

6.1.4 Employee contributions toward the Employee share shall occur pre-tax pursuant to 414(h)(2) of the Internal Revenue Code.

6.1.6.2 Retiree Health Savings: The City will enter into an Administrative Service Agreement with ICMA-RC to make the RHS Plan available to designated employees. Pursuant to the Administrative Service Agreement, the City will act as the sponsor of the Plan. As the Plan sponsor, the City will be responsible for making employee authorized payroll deductions and transmitting them as contributions remitted

directly to Vantagepoint Transfer Agents In accordance with the Administrative Service Agreement.

Participation in the RHS Plan shall be restricted to Association members in good standing and Associate Members as defined by the Association Bylaws on file with the City. The RHS Plan Adoption Agreement Section V.B requires that all members of the Association participate in The Plan.

The Association shall notify the City of the amount of payroll deduction to be made on behalf of Plan participants. Each participant shall provide the City with written authorization for a voluntary deduction of the designated amount. Contributions to the RHS Plan shall be made solely with funds designated for that purpose through payroll deduction for each participant. No contribution will be made by the City.

The initial "Mandatory Employee Compensation Contribution" shall be five percent (5.0%) of each participant's bi-weekly base salary. The Association retains the right to change the mandatory contribution upon notice to ICMA-RC and the City.

All costs associated with the Plan, including annual asset fees and annual account administration fees, shall be borne by the individual participants. With the exception of the incidental costs of administering payroll deductions and electronically transmitting the Plan contributions, the City shall not be responsible for any costs associated with the RHS Plan.

7 **TRAINING AND EDUCATION**

7.1 Driver Training: When requested, all City employees will participate in the City Defensive Driver's Training Program as a mandatory requirement of being an employee of the City.

7.2 Educational Reimbursement Program: It is the City's policy to promote operational efficiency. Department Heads may make specific funds available for job-related education and training within their departments. The expenditure of training funds is discretionary with a Department Head within budget appropriations.

A. Education

(1) Employees are eligible to receive tuition reimbursement for educational purposes which tend to improve their ability to accomplish their City job. Approval for reimbursement must be given by the City Manager prior to enrollment. Requests should be submitted in writing to the City Manager. An Educational Assistance Form may be used.

(2) The payment of education funds is discretionary with a Department Head within appropriate budget limits:

a) Costs are not to exceed \$3,000.00 ~~1,100.00~~ maximum per calendar year.

8 b) Employee's time, books, materials, and travel are at employee's own expense.

9 c) Class time must be on employee's own time unless approved by the Department Head.

10 d) Passing grade (C or better) or a certificate of completion is required for reimbursement.

11(3) An employee must reimburse City if employment is voluntarily terminated within one (1) year.

12

B. Training

13

14(1) Employee training which is mandated or sponsored by the City should be funded by the employee's department.

15

16 (2) Training may, at the discretion of the Department Head, be taken during regularly scheduled work time.

16.1 (3) All training and travel costs shall be approved by the Department Head, except out of state travel which must be approved by the City Manager. ~~The City's Tuition Reimbursement Program shall be administered pursuant to Personnel Rule 5.1.~~

8. EVALUATIONS AND PERSONNEL FILES

8.1 Employee Performance Evaluation

8.1.1 Performance appraisals shall be administered pursuant to Personnel Rule 5.

8.1.2 If an employee receives a performance evaluation that is not timely and is satisfactory and the employee is eligible for a step increase, the employee shall be entitled to back pay to the start of the pay period following their original Performance Review Date.

8.2 Employee Personnel Files

8.2.1 Employees shall have the right to review and at their own expense obtain copies of their personnel files maintained by the City. An employee's representative may inspect the contents of an employee member of this bargaining unit's personnel files upon signed and dated authorization by the employee. Authorization shall be valid for sixty (60) calendar days from the date of signature.

8.2.2 Documents not available for inspection include records relating to the investigation of a possible criminal offense, letters of reference, ratings, reports or records that were: A) obtained prior to the employee's employment, B) prepared by identifiable examination committee members, and C) obtained in connection with a promotional examination, or other legally privileged records.

8.2.3 An employee shall have the right to submit written comments regarding any document placed in his/her personnel file within ten (10) workdays of notice of such placement and to have such comments included in his/her personnel file along with the document. If the employee files such comments, the Department Head and/or City Manager will then have ten (10) workdays to file a response; this will end the response period for the specific document. Written comments shall be submitted to the Administrative Services Director.

|

9. PROTECTIVE FOOTWEAR

9.1 Purchase Reimbursement

- 9.1.1 The City shall reimburse every employee who is required to wear protective footwear up to \$350 per year for the purchase or repair of required footwear. To receive reimbursement, the employee shall purchase footwear meeting defined safety specifications and present proof of purchase or repair, including cost.
- 9.1.2 In the event the employee selects footwear from a vendor provided by the City, the cost of footwear shall be paid directly by the City and the employee shall receive no reimbursement.

10 LAYOFFS/REHIRE OF EMPLOYEES

- 10.1 Layoff Procedure and Bumping Rights: Layoffs and bumping rights shall be administered pursuant to Personnel Rule 3.8.

11. SUBSTANCE ABUSE REFERRALS

- 11.1 The City and LMCEA jointly recognize the value of the City's Employee Assistance Program offered through the Central San Joaquin Valley Risk Management Authority in the evaluation and resolution of employee problems associated with substance abuse.

12. GRIEVANCE PROCEDURE

- 12.1 Purpose: The grievance procedure is provided to:
 - 12.1.1 Promote improved employer-employee relations.
 - 12.1.2 Afford employees individually a systematic means of obtaining further consideration of problems after every other reasonable effort has failed to resolve them through discussions.
 - 12.1.3 Provide that grievances shall be settled as near as possible to the point of origin.
 - 12.1.4 Provide that grievances shall be resolved as informally as possible.
- 12.2 Matters Subject To Grievance Procedures
 - 12.2.1 An employee shall have the right to submit a written grievance regarding a claimed violation of this MOU or of the City's Personnel Rules and Regulations. The grievance process shall not be applicable to employee discipline, to employee evaluations, or any disputes resolved through another City process.
- 12.3 Employee Rights
 - 12.3.1 The employee may request the assistance of another person in preparing and presenting a grievance at any level of review.
 - 12.3.2 A reasonable amount of time during work hours to prepare the grievance.
 - 12.3.3 Freedom from reprisal for using the grievance procedures.

| ~~12.3.4~~—The right to call other employees as witnesses.

12.4 Informal Grievance Procedure

- 12.4.1 An employee should first attempt to resolve a grievance or complaint through discussion with his/her immediate supervisor without undue delay but within ten (10) calendar days of the issue or the employee's first awareness of the issue. If, after such discussion, the employee does not believe the problem has been satisfactorily resolved, he/she shall have the right to discuss it with the supervisor's immediate superior, if any without undue delay, but within ten (10) calendar days after initial supervisory discussion. Every effort should be made to find an acceptable solution by informal means at the most immediate level of supervision. If the employee is not in agreement with the decision reached through such discussion, he/she shall have the right to file a formal grievance in writing within ten (10) calendar days after receiving the informal decision of his/her supervisor. An informal grievance shall not be taken above the Department Head.
- 12.4.2 All informal grievances should be documented by the supervisor and any other supervisors involved.
- 12.4.3 If an employee's immediate supervisor is the Department Head, and if, after discussion at that level the problem has not been satisfactorily resolved, the employee may file a formal grievance.

12.5 Formal Grievance Procedure:

- 12.5.1 Department Review: The grievance shall be presented in writing to the employee's Department Head who may discuss the grievance with the employee, employee representative, if any, and with other appropriate persons. Said grievance must be submitted within thirty (30) calendar days after the employee receives the decision on the informal grievance. The grievance shall include the following information:
- 12.5.1.1 The specific section of the Rules and Regulations at issue;
 - 12.5.1.2 Facts supporting the grievance including dates, times, documents, and witnesses; and
 - 12.5.1.3 The remedy sought.
- 12.5.2 The Department Head shall provide a written decision to the employee within fifteen (15) calendar days after receiving the grievance.
- 12.5.3 If the employee does not agree with the decision reached, or if no answer has been received within fifteen (15) calendar days, the employee may present the grievance in writing to the City Manager. Any such grievance shall be presented within ten (10) calendar days after receipt of the Department Head decision.
- 12.5.4 Failure of the employee to take further action within ten (10) calendar days after receipt of the Department Head's decision, or within a total of twenty five (25) calendar days if no decision is rendered, will constitute withdrawal of the grievance.

12.6 City Manager Review

- 12.6.1 Upon receiving the grievance, the City Manager shall provide a written response to the employee within fifteen (15) calendar days. The City Manager may respond based on 1) a review of the grievance file, 2) a meeting with the employee, employee representative, if any, and with other appropriate persons; or both.
- 12.6.2 If the employee does not agree with the decision reached, or if no answer has been received within fifteen (15) calendar days, the employee may request the matter be heard by a mediator. This request shall occur within fifteen (15) calendar days of the City Manager's written response.

- 12.6.3 Upon request of the employee, the City shall arrange for the matter to be heard by a mediator from the State Mediation and Conciliation Service as soon as possible. Any costs associated with this mediation step shall be split between the City and the Union. The mediator shall attempt to negotiate a solution to the grievance. If agreement is not reached, the mediator shall issue a non-binding, written recommendation to the City Manager regarding the accuracy of the circumstances leading to the grievance and the disposition of the grievance including recommended discipline. The mediator shall make fact findings in support of his/her recommendations.
- 12.6.4 Upon receipt of the mediator's recommendation, the City Manager shall discuss the grievance with the employee, the Union Representative, if any, and with all other appropriate persons.
- 12.6.5 The City Manager shall render a final decision in writing to the employee within twenty (20) calendar days after receiving the mediator's recommendation. The City Manager may accept, reject or modify the recommendation of the mediator. The decision of the City Manager is final.

13. EMPLOYEE DISCIPLINE

13.1 Employee Conduct Guidelines

- 13.1.1. City employees are expected to observe certain standards of job performance and conduct. When job performance or conduct do not meet City's standards, City will endeavor, when in its sole discretion it deems appropriate, to provide employees with a reasonable opportunity to correct the deficiency. If, however, the employee fails to make the correction, or if the misconduct is severe or serious in nature, he or she will be subject to discipline, including termination.
- 13.1.2. The rules set forth in this Rule supplement are intended to provide employees with fair notice of what is expected of them. It is not possible, however, to provide an exhaustive list of all types of impermissible conduct and performance. Therefore, employees should be aware that conduct not specifically listed below, but which adversely affect or is otherwise detrimental to the interests of the City or other employees may also result in disciplinary action, including termination.

13.2. Job Performance

- 13.2.1. Employees may be subjected to discipline, including termination, for poor job performance, including but not limited to the following:
- 13.2.2. Unsatisfactory work quality or quantity;
- 13.2.3. Excessive absenteeism, tardiness, or abuse of break and lunch privileges;
- 13.2.4. Failure to follow instructions or City procedures; or
- 13.2.5. Failure to follow established safety regulations.

13.3. Misconduct

- 13.3.1. Employees may be subject to discipline, including termination, for violating the following:
- 13.3.2. Violation of any City ordinance, resolution, or the provisions of these Rules and Regulations, Administrative Manual provisions, or departmental rules and regulations.
- 13.3.3. Falsifying or making a material omission on an employment application or any other City record.
- 13.3.4. Inexcusable neglect of duty.

- 13.3.5. Insubordination, including improper conduct toward a supervisor or refusal to perform tasks assigned by a supervisor in an appropriate manner.
- 13.3.6. Dishonesty.
- 13.3.7. Purchasing, possessing, using, selling, or being under the influence of alcohol or illegal drugs while on duty.
- 13.3.8. Working under the influence of an over the counter drug or prescribed medication that impairs the employee's ability to safely and efficiently perform the duties of his or her position.
- 13.3.9. Unlawful harassment as defined in Rule 2 of these Rules and Regulations.
- 13.3.10. Unlawful use, distribution, sale, or possession of illegal drugs while on duty or while operating a City vehicle.
- 13.3.11. Discourteous or harassing treatment of the public or other employees.
- 13.3.12. Improper political activity as defined by State Law.
- 13.3.13. Violation of safety procedures.
- 13.3.14. Failure to immediately report work-related accidents to supervisor.
- 13.3.15. Misuse, abuse, and damage of City facilities, property, vehicles and equipment.
- 13.3.16. Theft of City facilities, property, vehicles and equipment
- 13.3.17. Refusal to take or subscribe to any oath of affirmation which is required by law in connection with employment.
- 13.3.18. Conviction of a felony, or conviction of a misdemeanor, involving moral turpitude. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be conviction within the meaning of this section.
- 13.3.19. Any other act which a Department Head or the City Manager deems a violation of City conduct standards.
- ~~13.3.20.~~

~~13.3.21.~~ 13.4. Attendance

- ~~13.3.22.~~ 13.4.1. In addition to the general rules stated above, employees may be subject to discipline, including termination, for failing to observe attendance rules such as the following:
- ~~13.3.23.~~ 13.4.2. Reporting to work on time, observing the time limits for rest and lunch periods, and a failure to obtain approval to leave work early.
- 13.4.3. Notifying the supervisor in advance of anticipated tardiness or absence.
- 13.4.4. Unauthorized leave.

~~13.4.~~ 13.5. Types of Discipline

- ~~13.5.~~
- ~~13.6.~~ A. The type and degree of discipline imposed shall be determined based on the nature and severity of the employee conduct. While the City's goal is to provide progressive discipline, the nature and severity of the employee conduct may not warrant progressive discipline.
- ~~13.7.~~ B. The type of discipline to be used includes, but is not limited to:
 - ~~13.8.~~ ● Counseling
 - ~~13.9.~~ ● Verbal Warning
 - ~~13.10.~~ ● Counseling or Warning Letter
 - ~~13.11.~~ ● Imposition of Review Period
 - ~~13.12.~~ ● Performance Salary Reduction
 - ~~13.13.~~ ● Suspension

~~13.14.~~ ● Demotion

~~13.15.~~ ● Termination

~~13.16.~~

~~13.17.~~ 13.6. Procedures for Disciplinary Action.

~~13.18.~~

~~13.19.A.~~ The following procedure shall be applicable to regular full-time and part-time employees; provided the part-time employees work thirty (30) or more hours per week. The following procedure shall be used for disciplinary actions regarding performance salary reduction, suspension, demotion, and termination of an employee.

~~13.20.~~

~~13.21.1.~~ Employee shall be served with a Notice of Intended Disciplinary Action (Notice).

~~13.22.2.~~ The Notice of proposed discipline shall include:

~~13.23.3.~~ A statement of the nature of the proposed action.

~~13.24.4.~~ A statement of the reasons for the proposed action, including the specific acts or omissions giving rise to the proposed action.

~~13.25.5.~~ A copy of any documents or other written materials upon which the disciplinary action was fully or in part based.

~~13.26.6.~~ A statement advising the employee of his/her right to appeal such action and the right to union representation.

~~13.27.7.~~ The date, time and location of the Skelly Response meeting, and the name of the Skelly Officer.

~~13.28.~~

~~13.29.B.~~ In those extraordinary circumstances wherein the City Manager determines immediate disciplinary action is necessary as a result of accusations involving misappropriation of public funds or property, or action which would constitute a felony or misdemeanor involving moral turpitude, or where the employee's presence on the job is deemed to be a threat to the safety of other employees or members of the public, the City Manager may place the employee on paid administrative leave while proceeding with the procedures for disciplinary action.

~~13.30.~~

~~13.31.C.~~ Skelly Meeting – the employee shall have the right to respond informally to the charges verbally, in writing, or both, before the discipline is imposed. The employee shall have ten (10) calendar days from receipt of the notice within which to respond to the charges. The employee may request a reasonable extension of time to respond for justifiable reasons. The City Representative hearing the response, the Skelly Officer, shall render a final written decision within ten (10) calendar days of receiving the employee's response. The Skelly Officer may sustain, modify or overturn the recommended disciplinary action. The Skelly response will be delivered to the employee in person, via registered mail or overnight delivery. If the Skelly Officer sustains or modifies the disciplinary action, the action may be imposed after the post-Skelly decision is delivered to the employee.

~~13.32.~~ D. Appeal – the employee shall have the right to appeal the disciplinary action within ten (10) days of receiving the post-Skelly disciplinary decision as follows:

~~13.33.~~ Step 1 – meet with Department Head or if Department Head served as Skelly Officer, then employee may send appeal to the City

Manager. The appeal shall be in writing and describe why the employee believes the disciplinary action taken was not appropriate. The response to the appeal will be provided to the employee within ten (10) calendar days.

~~13.34.~~

~~13.35.~~ Step 2 – If not satisfied with the result of Step 1 above, the employee may provide the written appeal to the City Manager for review. The City Manager's written response will be provided to the employee within ten (10) calendar days.

~~13.36.~~

~~13.37.~~ Step 3 – If the employee is not satisfied with the results of Step 2, the employee may request binding arbitration/an appeal hearing. The written request shall be submitted to the City Manager within ten (10) calendar days of receiving the City Manager's response to the appeal.

~~13.38.~~

~~13.39.E.~~ An appeal of the Order of Disciplinary Action shall be heard by an independent hearing officer. The City Manager or designee shall request a list of neutrals from the State Mediation and Conciliation Service. Such list shall be requested within five working days of receipt of an employee's appeal demanding a hearing. The City Manager or designee, and the employee, or the employee's authorized representative shall meet not later than three working days after receipt of the list and select the hearing officer utilizing the alternate strike method. The party striking first shall be determined by the toss of a coin. Should the person selected as the hearing officer be unavailable to commence the hearing process within ninety (90) days of this selection, the parties shall request another name from the State Mediation and Conciliation Service and shall proceed again through the list as provided above unless the parties agree to a later date for the hearing using the selected arbitrator/hearing officer.

~~13.40.~~

~~13.41.F.~~ The Arbitrator/Hearing Officer shall regulate the conduct of the hearing process. The Arbitrator/Hearing Officer shall set the date, time and place of the hearing, which place shall be on City premises, and shall, by certified United States mail, postage prepaid, give not less than ten (10) days' notice of such date, time and place to the appellant, or his or her other designated representative, the City Manager and the Director of Administrative Services, or designee. The hearing shall be recorded by a court reporter or electronic process. Oral evidence may be heard only on oath or affirmation. The Arbitrator/Hearing Officer shall, within thirty (30) calendar days of the close of the hearing, file with the Director of Administrative Services, or designee, the decision affirming, modifying, or revoking the Order, and his or her findings and decision to the appellant and to the City Manager.

~~13.42.~~

~~13.43.G.~~ The decision of the Arbitrator/Hearing Officer shall be final for all purposes unless an action or proceeding is commenced in a court of competent jurisdiction to determine the validity of the decision within thirty (30) calendar days of the date of mailing of the notice of decision to the appellant and the City Manager.

~~13.44.~~

~~13.45.H.~~ Employee's failure to respond or file an appeal within any specified time period in ~~this~~ section 9.2 shall terminate the right to a hearing and the Order shall be deemed final.

~~13.1~~ Employee discipline shall be administered in accordance with Personnel Rule 9.1 and 9.2.

14. SUPERSESION CLAUSE

Except as may hereinafter be agreed to in writing, and except for the Lathrop Employee-Employer Relations Resolution, this Memorandum of Understanding contains the sole and entire agreement between the parties. It supersedes any and all other previous Memoranda of Understanding, side letter, between the parties and incorporates by reference all such previous memoranda between the designated representatives of members of this representation unit and the City and also supersedes and incorporates by reference any and all Resolutions and Minute actions adopted by the Lathrop City Council which were adopted to implement any Memorandum of Understanding between the designated representatives of members of this representation unit and the City; other terms and conditions of employment not specified herein shall remain as they are for the term of the Memorandum of Understanding except that where the language of such Memoranda, Resolutions or such other terms and conditions of employment not specified herein conflicts with, or is different from, the language contained in this Memorandum, this Memorandum shall prevail and apply. The parties acknowledge and agree that neither of them has made any representations with respect to the subject matter of this agreement or any representations inducing the execution and delivery hereof except such representations as are specifically set forth herein. No waiver or modification of this agreement for any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the parties hereto; no officer, employee or agent of the City has any authority to waive or modify this agreement or any covenant, condition or limitation herein contained without the express prior approval of the Lathrop City Council or its designee.

SIGNED:

CITY OF LATHROP

Sonny Dhaliwal, Mayor

APPROVED AS TO FORM:

Salvador Navarrete, City Attorney

LMCEA

~~Paul Konsdorf~~~~Bob Phibbs~~, LMCEA
~~Representative~~~~Association Counsel~~

~~Melissa Stathakopoulos~~~~Tony Fernandes~~,
LMCEA ~~President~~Representative

~~Todd Sebastian~~~~Tessie Monjes~~, LMCEA
~~Representative~~Vice President

APPENDIX A

The Lathrop Management and Confidential Employee's Association (LMCEA) is comprised of regular full-time employees who are incumbents in positions in the job classifications listed as follows:

~~Accounting Manager~~
~~Animal Services Manager~~
~~Assistant Chief Building Official~~
~~Assistant Community Development Director~~
~~Assistant Public Works Director~~
~~Budget Analyst I/II (confidential)~~
~~Budget Manager~~
~~Chief Building Official~~
~~Chief Planning Official~~
~~Code Compliance Supervisor~~
~~Economic Development Administrator~~
~~Executive Assistant~~
~~Information Technology Analyst~~
~~Information Technology Manager~~
~~Maintenance Services Supervisor~~
~~Management Analyst I/II (confidential)~~
~~Parks Facility Manager~~
~~Parks Maintenance Manager~~
~~Parks and Recreation Administrator~~
~~Parks Program Manager~~
~~Projects and Program Manager~~
~~Parks and Recreation Supervisor~~
~~Parks and Recreation Superintendent~~
~~Permit Center Manager~~
~~Police Services Manager~~
~~Principal Engineer~~
~~Principal Planner~~
~~Programmer Analyst~~
~~Senior Accountant~~
~~Senior Administrative Assistant~~
~~Senior Center Manager~~
~~Senior Civil Engineer~~
~~Senior Construction Inspector~~
~~Senior Management Analyst~~
~~Senior Planner~~
~~Special Districts Manager~~
~~Utility & Streets Maintenance Superintendent~~
~~Utility Maintenance Supervisor~~
ACCOUNTING MANAGER
ASSISTANT CHIEF BUILDING OFFICIAL
ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR
ASSISTANT PUBLIC WORKS DIRECTOR
BUDGET MANAGER

CHIEF PLANNING OFFICIAL
COMMUNITY SERVICES SUPERVISOR
CONSTRUCTION SUPERINTENDENT
CUSTOMER SERVICE SUPERVISOR
DEPUTY CITY CLERK
DEPUTY DIRECTOR OF PARKS, REC & MAINT SERVICES
DEPUTY FINANCE DIRECTOR
ECONOMIC DEVELOPMENT ADMINISTRATOR
EXECUTIVE ASSISTANT
EXECUTIVE ASSISTANT TO THE CITY MANAGER
FINANCE MANAGER
HUMAN RESOURCES ANALYST I
HUMAN RESOURCES ANALYST II
INFORMATION TECHNOLOGY ENGINEER I
INFORMATION TECHNOLOGY ENGINEER II
INFORMATION TECHNOLOGY ENGINEER III
LAND DEVELOPMENT MANAGER
LANDSCAPE AND IRRIGATION SPECIALIST
MAINTENANCE SERVICES SUPERVISOR
MANAGEMENT ANALYST I (CONFIDENTIAL)
MANAGEMENT ANALYST II (CONFIDENTIAL)
PARKS & RECREATION SUPERVISOR
PARKS AND FACILITIES MANAGER
PARKS AND RECREATION SUPERINTENDENT
PARKS PROJECT MANAGER
PERMIT AND PLAN CHECK SUPERVISOR
POLICE RECORDS SUPERVISOR
POLICE SERVICES MANAGER
PRINCIPAL ENGINEER
PRINCIPAL PLANNER
PROJECTS MANAGER
RECREATION MANAGER
SENIOR ACCOUNTANT
SENIOR ADMINISTRATIVE ASSISTANT
SENIOR CIVIL ENGINEER
SENIOR CONSTRUCTION MANAGER
SENIOR MANAGEMENT ANALYST
SENIOR PLANNER
SPECIAL DISTRICTS MANAGER
STREETS AND OPERATIONS MANAGER
UTILITY MAINTENANCE SUPERVISOR
UTILITY OPERATIONS SUPERINTENDENT
UTILITY PLANT SUPERVISOR
WASTEWATER TREATMENT PLANT SUPERVISOR



Memorandum of Understanding between
The City of Lathrop and
Service Employees International Union Local 1021

Effective: July 1, 2022+6 through June 30, 2026+9

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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF LATHROP AND
SERVICE EMPLOYEE INTERNATIONAL SEIU LOCAL 1021
GENERAL SERVICES BARGAINING UNIT**

PREAMBLE

This Memorandum of Understanding (MOU), is made by and between the City of Lathrop (City) and the Service Employees International SEIU Local 1021 (SEIU), representing regular employees who are incumbents in regular full-time or part-time (when scheduled to work thirty (30) hours or more per week) positions as defined in this MOU that are in job classifications comprising the General Services Bargaining Unit (Appendix A). This MOU inclusive of Appendix B constitutes the result of meeting and conferring in good faith pursuant to the California Government Code Section 3500 et seq. and the City of Lathrop Employer-Employee Relations Resolution (EERR) establishing the wages, hours and other terms and conditions of employment for employees represented by SEIU.

DURATION

The term of this agreement shall be from July 1, 2016~~22~~ to June 30, 2019~~26~~.

PERSONNEL RULES

All references to Personnel Rules are specifically and only to the City of Lathrop Personnel Rules and Regulations adopted by Council Resolution No. ~~17-4312~~ ~~14-3778~~ on June 16, 2014. To the extent any Personnel Rules and Regulations are adopted by Council Resolution after the effective date of this MOU, they require the meeting and conference with the SEIU on matters within the scope of representation prior to their adoption by Council and their binding of members of this Unit. Personnel Rules following this manner of adoption will then be binding on all members of this Unit even if the Rules are inconsistent with provisions of this MOU.

OTHER POST EMPLOYMENT BENEFITS – “OPEB”

In an effort to maintain fiscal solvency, the City will ~~maintain~~ ~~reduce~~ post-employment benefit obligations in the following manner:

1. ~~Establish~~ Maintain Irrevocable Trust Fund established in FY 2014/15 – Medical Benefits
 - a. CalPERS to administer
2. ~~Catch up on~~ Continue funding OPEB contributions and annual required contributions for term of agreement:
 - a. ~~FY 14/15 = \$3 million one time cost to be deposited into the Irrevocable Trust~~
 - b. ~~FY 15/16 = Approximately \$184,000 contribution to the Irrevocable Trust~~
3. ~~Pay the CalPERS side fund amount –~~
 - a. ~~FY 14/15 = \$500,000 one time cost~~
4. ~~Reduce~~ Other Post-Employment Benefits “OPEB” obligation -
 - a. ~~Adjust~~ Medical post-retirement age eligible ~~to~~ at 55 vs. 50

- i. All employees retiring after December 31, 2014
 - ii. All new hires
 - b. ~~Adjust~~ Post-retirement medical for all employees retiring after December 31, 2014 and New Hires
 - i. Retiree +1
 - ii. City-paid retiree medical 55-65 = same health benefits premium as active employees; continue existing City & employee contributions; City will pay = one half ½ (50%) of the difference in premium increase up to 6.5%; tied to the average plan cost. The City will pay the CalPERS Minimum Employer Contribution (i.e. \$149/mo for 2022). For calendar year 2022, \$1,865/mo.
 - ii.iii. Retiree is responsible for paying the cost of medical premiums as established by CalPERS.
 - iii. ~~City paid medical at Medicare eligibility (65) = Minimum Employer Contribution (\$14925/mo. — 202216)~~
 - iv. The City will process a reimbursement through the designated third-Party Administrator (TPA). The TPA will process the reimbursement to the retiree on or about the 1st of each month.
 - c. ~~Post-retirement medical for existing annuitants and employees who retired on or before December 31, 2014 – No change for term of agreement.~~ No change
- 5.4. ~~Adjust~~ Maintain Post-Retirement Benefit Schedule for new hires—
- a. Employees hired prior to July 1, 2014; 100% vested
 - ~~a.~~ b. Employees hired July 1, 2014 or later; 25% @ 5 years; 50% @ 10 years; 100% @ 15 years
 - ~~b.~~ c. The benefit stipend is a dollar amount equal to 100% of active average plan cost, by category; i.e. retiree +1

PROVISIONS

The City and SEIU agree to the following provisions:

1. EMPLOYER-EMPLOYEE RIGHTS AND RESPONSIBILITIES

1.1 Management Rights

It is understood and agreed that the City retains all of its powers and authority to manage municipal services and the work force performing those services. It is agreed that during the term hereof, the City shall not be required to meet and confer on matters that are solely a function of management, including but not limited to:

- 1.1.1 Determine and modify the organization of City government and its constituent work units.

- 1.1.2 Determine the nature, standards, levels and mode of delivery services to be offered to the public.
- 1.1.3 Determine the methods, means and the numbers and kinds of personnel by which services are to be provided.
- 1.1.4 Determine whether goods or services shall be made or provided by the City, or shall be purchased, or contracted for.
- 1.1.5 Direct employees, including scheduling and assigning work, overtime and work hours. For the purposes of this right, work hours shall not include any change in regularly scheduled work hour that extends for more than one full pay period not shall it include any revision to the 9/80 plan.
- 1.1.6 Establish employee performance standards and to require compliance therewith.
- 1.1.7 Relieve employees from duty because of lack of work, or lack of funds or for other legitimate reasons.
- 1.1.8 Implement rules, regulations and directives consistent with law and the specific provisions of this MOU.
- 1.1.9 Take all necessary actions to protect the public and carry out its mission in emergencies.

Decisions under this section shall not be subject to the grievance procedure provided in Section 14.

1.2 Employee's Rights-Employer-Employee Relations

SEIU and the City recognize that each employee shall have the following rights that he/she may exercise in accordance with this MOU, the Employer-Employee Relations Resolution, applicable law, ordinances and rules and regulations:

- 1.2.1 The right to form, join, and participate in the activities of any labor organization of his/her own choosing for the purpose of representation of all matters within the scope of representation.
- 1.2.2 The right to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of the City, other employees or employee organizations, with respect to his/her membership or non-membership in any employee organization or with respect to any lawful activity.
- 1.2.3 The right to refuse to join or participate in the activities of any employee organization.

~~1.3~~ Agency Shop/Fair Share

All employees covered by this Agreement, within 30 days of employment, shall:

- a. ~~Execute a payroll deduction authorization form as furnished by SEIU and thereby become and remain a member in good standing in SEIU, or~~
- b. ~~Execute a payroll deduction authorization form as furnished by SEIU and thereby pay SEIU a fee equal to the regular initiation fee and thereafter a monthly service fee equal to the regular monthly SEIU dues, or~~
- c. ~~Certify that he/she is a member of a bona fide religious body or sect, which has historically held conscientious objections to joining or financially supporting public employee organizations, and execute a payroll deduction authorization form as furnished by SEIU and thereby pay sums equal to SEIU dues, initiation fees or service fees to United Way.~~

~~In the event of the employee's separation from regular City service or in the event the employee is appointed to a permanent position in a classification not covered by this MOU, revocation may take place at the time of such status change.~~

~~The City agrees to deduct from the employee's pay, initiation fees and SEIU dues, or service fees in lieu of SEIU dues, and provide for payroll deductions to comply with this section.~~

~~This section is subject to any existing or future federal or state laws relating thereto.~~

~~All employees covered by this Agreement as of the date of its execution shall, within 30 days of the final ratification of this agreement complete one of the three actions listed above. For employees covered by this Agreement who are employed by the City at the time of execution of this agreement, these employees also have the option of using a one time only opportunity to choose not to belong to SEIU. If, within 30 days of the execution of this agreement, said employee submits written notice of intent not to join SEIU or choose one of the other options listed above, that employee shall not be required to comply with the provisions of this section. At such time as that employee leaves City employment, any future employees shall be required to take one of the three actions listed above. If at any time an employee, who has chosen not to belong to the SEIU, desires to use the services of SEIU, they shall be required to join SEIU and maintain their membership from then on.~~

4.41.3 Discrimination of Employment Prohibited

The City of Lathrop prohibits discrimination in employment as outlined in Chapter 1, Section 6 of the Personnel Rules and Regulations.

4.51.4 SEUI Rights

SEIU shall have the following rights:

~~1.5.1~~1.4.1 REPRESENTATION: To meet and confer in good faith with the City Manager regarding matters within the scope of representation.

~~1.5.2~~1.4.2 ADVANCE NOTICE: Except in cases of emergency, SEIU shall be given five (5) days advance written notice of any ordinance, resolution, rule or regulation, proposal or other action directly relating to matters within the scope of representation proposed to be adopted by the City and shall be given the opportunity to meet and confer in good faith with management prior to its adoption. Written notice will customarily be provided by furnishing SEIU with advance copies of the agenda of the City Council.

In cases of emergency when City management determines that an ordinance, resolution, rule or regulation must be adopted immediately without prior notice or negotiations with SEIU, City management shall provide such notice and opportunity to negotiate at the earliest practicable time following the adoption of such ordinance, rule or regulation, proposal or other action.

1.4.3 REPRESENTATIVE-MEETING ATTENDANCE:

a. SEIU may have two (2) employees who serve as official representatives released from work without loss of compensation when meeting and conferring with management representatives where matters within the scope of representation are being considered. SEIU shall submit a request for such release and shall include a listing of such employees including their titles and departments to the management representative and departments concerned in advance of the meeting. The use of City time for this purpose shall not be excessive (~~no more than three (3) hours per week~~), nor shall it unreasonably interfere with the performance of City services as determined by the City.

1.4.3 b. Reimbursable Long Term Paid Release Time

Pursuant to the provisions of SB 1085/Government Code section 3558.8, the City shall grant an employee, with prior department approval and upon written request of SEIU, a reasonable leave of absence without loss of compensation or other benefits for the purpose of enabling employees to serve as stewards or officers of SEIU. Leave may be granted on a full-time, part-time, periodic or intermittent basis under the following procedures:

1. The Union officer or steward shall submit a written request to Human Resources at least thirty (30) business days in advance of the requested leave. The request shall include dates/duration, name and classification.
2. No more than one (1) unit member shall be on leave at the same time; and employees must have a minimum overall satisfactory evaluation rating for the most recent evaluation period, and employees cannot be in any probationary status and/or on administrative leave. For any employee going on

leave, who is on a medical leave, SEIU will ensure compliance with all medical restrictions.

3. SEIU shall reimburse the City for all benefits and compensation paid to and earned/realized by the employee on leave, including but not limited to all wages and benefits, and including reasonable City administrative fees of \$2.50 per employee on leave per pay period. Upon written notice from the City, SEIU agrees to reopen and meet within thirty (30) days of notice regarding administrative fees.
4. Reimbursement by SEIU shall occur within thirty (30) day of the City's billing to SEIU.
5. The leave of absence will be approved only if it does not interfere with the performance of City services and department operations, as determined by the City.

At the conclusion or termination of the leave granted under this section, the officer or steward shall have a right to reinstatement to the same position and location they held prior to such leave.

The City shall not be liable for any act, omission or injury suffered by any employee of the City if that act, omission or injury occurs during the course and scope of the employee's leave under this section to work for SEIU. To the extent that the City is held liable for any such act, omission or injury, SEIU shall indemnify and hold harmless the City.

- a. The Union officer steward shall submit a written request to Human Resources at least thirty (30) days in advance of the requested leave.

1.5.3 1.4.4 REPRESENTATIVES ACCESS TO EMPLOYEES

- a. Authorized representatives of SEIU (employed by SEIU) shall be allowed reasonable access to members of the unit at their work locations during the working hours of the employees. The authorized representative shall give advance notice to the Department Head when contacting the departmental employees during their duty period.
- b. Reasonable solicitation for membership or other internal SEIU business or campaigning shall be conducted only during the non-duty hours of all employees concerned, so long as normal work functions of City are not interfered with.

1.5.4 1.4.5 SHOP STEWARDS: Shop stewards (City employees) employed and recognized by City may assist employees in resolving complaints and grievances at the lowest possible administrative level of review. Stewards will be allowed a reasonable amount of City time, provided that the work of the employee and the service to the public are not unduly impaired, to investigate process and meet with management on a complaint or grievance.

Such time shall not exceed four hours per case. Stewards may use City time to meet with management only at the first or second level of review of the grievance procedure.

- a. **RELEASE TIME:** A request for release time for the purposes outlined above shall be made prior to taking the release time. Such a request shall not be unreasonable denied.
- b. **NUMBER OF STEWARDS:** SEIU may have four (4) Stewards in this unit to represent employees at City work sites. However, the SEIU may only have two (2) Stewards when meeting with Management or when meeting in one worksite. SEIU shall provide a current list of all designated Stewards to the City Manager or designee at the beginning of each calendar year and whenever there is a change in the list of Stewards. The list shall show the employee name, classification, department and work location and normal work hours are to be covered. No Steward shall be recognized as such by the City without a written request from SEIU.

~~4.5.5~~4.6 **SEIU-CITY FACILITIES USE:** City facilities shall be available to SEIU as follows:

1. **City Buildings:** SEIU may be granted the use of City buildings, but not City equipment, for meetings composed of City employees within the bargaining unit provided space can be made available without interfering with City needs. SEIU shall obtain the permission of the designated City official for the use of such facilities.
2. **Bulletin Boards:** SEIU shall be allowed reasonable use of City bulletin boards to provide information to members with prior approval of the City Manager or his/her designee under the following conditions:
 - (a) Material shall be posted on space as designated.
 - (b) Posted material shall bear the name of SEIU.
 - (c) Posted material shall not be misleading, contain any deliberate misstatements and/or violate any Federal, State or County laws.
 - (d) Material shall be neatly displayed and shall be removed when no longer timely.

~~4.5.6~~4.7 **EMPLOYEE PAYROLL DEDUCTIONS:** SEIU shall have the right to a payroll deduction for its members in this unit including regular dues,

initiation fees, fair share fees, voluntary COPE deductions, assessments, employee benefit program costs, and any other contribution towards a SEIU program or fund as specified by SEIU for all employees who have given written authorization.

~~4.5.7~~4.8 Regular dues and employee benefit program costs may be deducted from the employee's individual paycheck. Except as otherwise provided in this MOU, payroll deductions shall be made only upon the revocable written authorization of the individual employee.

A continuation of SEIU payroll deductions, without resigning a payroll deduction card, shall be allowed after an employee returns from a leave of absence.

~~4.5.8~~4.9 SEPARATION FROM UNIT: The provisions of this Agreement shall not apply during periods that an employee is separated from the representation unit but shall be reinstated upon the return of the employee to the representation unit. The term "separation" includes transfer out of the unit, layoff and leave of absence with duration of more than thirty (30) days. "Separation" does not include an employee assigned to work above class (see Section 4.1.3).

~~4.5.9~~4.10 FORFEITURE OF DEDUCTIONS: If the balance of an employee's wages, after all other involuntary and insurance premium deductions are made in any one pay period, is not sufficient to pay deductions required by this Agreement, no such deduction shall be made for that period.

~~4.5.10~~4.11 HOLD HARMLESS: The authorization for payroll deductions described in this agreement shall specifically require the employee to agree to hold the City harmless from all claims, demands, suits or other forms of liability that may arise against the City for or on account of any deduction made from the wages of such employee.

~~4.5.11~~4.12 SEIU shall defend, indemnify and hold the City harmless against any and all claims, demands, suits, orders, judgments or other forms of liability, including attorney's fees, which shall arise out of or by reason of, action taken or not taken by the City under this Agreement. This includes not only the City's reasonable attorney fees and costs but the reasonable cost of management preparation time as well. The City shall notify SEIU of such costs on a case-by-case basis.

~~4.5.12~~4.13 PRIVATIZATION: In the event the City proposes to privatize any portion of SEIU's represented bargaining unit, the parties agree to meet and confer on the impact of such action in accordance with the Meyers, Milias & Brown Act (MMBA) to allow SEIU to offer alternatives to privatization.

Should the parties be unable to reach an amicable agreement, it is agreed that the parties shall utilize the services of State Mediation and Conciliation Services to help mediate an agreement. The final recommendation of the mediator shall not be binding upon the parties but shall be weighted heavily by both parties and submitted to the Lathrop City Council for final disposition.

1.4.14 BARGAINING UNIT REPORTS: At least every 120 days, the Ceity will furnish SEIU with the information specified below, on file with the City for all employees employed in bargaining units represented by SEIU. The information provided will include:

<u>Name</u>	<u>Work Email Address</u>
<u>Job Title</u>	<u>Home Phone Number</u>
<u>Department</u>	<u>Personal Cellular Phone Number</u>
<u>Work Location</u>	<u>Personal Email Address</u>
<u>Work Phone Number</u>	<u>Home Address</u>

2. INSURANCE

2.1 Effective Date of Coverage

The effective date of coverage for new employee members in the health, dental, and vision insurance plans provided employees shall be in the month next following the date of appointment to employment as a regular employee, who is eligible for the stated insurance coverage.

2.2 Health Insurance Options

The City shall provide an option for health insurance coverage for eligible employees and his/her eligible dependents. All health and health-related plan or benefit years shall coincide with the calendar year.

2.2.1 **PREMIUM:** City will increase the maximum amount that it will pay for all health-related benefits (medical, dental, vision). Effective January 1, 2017 and for the duration of the MOU, the City will increase the maximum amount that it will pay for all health-related benefits (medical, dental and vision) to one half (1/2) of any premium increases during the term of this MOU, but not to exceed an annual increase of six and one half percent (6.5%).

2.3 Dental and Vision Insurance.

The City provides dental and vision insurance that is on a calendar plan year. When an employee enrolls in either program, he/she is expected to remain enrolled during the term of this MOU, unless a permissible event, as described in the plan, allows the employee to withdraw or modify coverage.

2.4 Life Insurance.

Employees with more than 30 days of employment with the City shall receive a benefit value equal to one year's annual salary of group term life insurance coverage.

2.5 State Disability Insurance

Employees shall purchase, at the employee's expense, State Disability Insurance (SDI). SDI provides weekly benefits in the event an employee is unable to work due to an illness or injury that is not job-related. Employees receiving benefits from SDI and who are supplementing those benefits with accrued leave time to receive a full paycheck shall receive the City's contribution to their health, dental, vision, and life insurance, if applicable.

2.6 Flexible Benefits

Employees shall have the option to participate in a flexible benefit program (as allowed and prescribed by Section 125 of the Internal Revenue Code and applicable IRC sections and regulations) that permits the payment of unreimbursed eligible dependent care costs and/or insurance premiums excess from Section 2.2.1 with pre-tax dollars. This flexible benefit program may be expanded, provided that there is no cost to the City, to include other unreimbursed expenses permitted by the Internal Revenue Code and its related regulations. Any Internal Revenue Code amendments that affect these deductible medical expenses and/or City liability shall void that portion of the flexible benefit program.

The City and SEIU shall jointly form a committee to investigate methods of providing a cafeteria plan to allow flexibility in choosing benefits. If such a plan is developed which will result in no cost to the City but which is supported by a majority of the employees, the City will consider implementing said plan.

2.7 Continuation of Insurance Benefits While on Leave of Absence

When an employee is on an authorized leave of absence without pay, the employee shall be allowed at the employee's own expense to remain under the health, dental, vision and life insurance coverage for up to twenty-six (26) bi-weekly pay periods provided that such employee shall pay the applicable premiums at least two (2) weeks prior to the premium due date. Specific arrangements for such coverage shall be made with the Finance Department.

Employees who must pay either all or a portion of their health, vision, dental and life benefits shall either arrange for the payment to be deducted from their paychecks or, if the amount of the paycheck is not sufficient, pay those benefits to the Human Resources Department twice per month at least two (2) weeks prior to the premium due date. Failure to pay for these benefits two (2) weeks prior to each premium due date shall result in cancellations of the insurance.

3. LEAVES FROM EMPLOYMENT

3.1 Vacation

Except as specified below, regular, full-time employees shall accrue and accumulate vacation according to the following schedule:

Years of Service	Maximum Bi-Weekly Accrual	Maximum Annual Hours Accrual	Maximum Accumulated Hours ("cap")
0-4	3.077	80	240
5-9	4.615	120	360
10 +	6.152	160	480

Part-time employees scheduled to work at least 30 hours per week will earn vacation at the above rates, prorated proportionately.

Temporary, and part-time employees working less than 30 hours per week do not receive vacation time but may be allowed to leave without pay for needed vacation time.

Employees shall begin to accrue vacation leave on the date of initial employment with the City of Lathrop on a bi-weekly basis at the rate based on tenure of employment.

For all work groups, employees will submit vacation requests in writing to their Supervisor or designee and Supervisors will respond in writing within 15 days of receipt with confirmation that the request has been approved or denied. Employees have the ability to cancel vacation time they have scheduled. If the employee wishes to cancel previously authorized time off, the employee will notify their Supervisor in writing fifteen (15) calendar days prior to the start of the scheduled vacation unless unusual circumstances prevent them from giving notice. Vacation schedules will be discussed in department meetings; however, the Department Head will make the final determination.

All vacation time must be scheduled in advance with the Department Head and should be taken at a time that does not unnecessarily burden the department. As much as possible and as work scheduling permits, an employee may take multiple weeks of vacation when properly scheduled with the Department Head. All leave shall be approved by submitting a completed and authorized "Leave of Absence Form" to the Department Head for approval. Leave equaling one week or more should be scheduled at least one month in advance; however, two weeks advance notice is required. Earlier scheduling of leave is encouraged in order to allow Supervisors time to reassign work load. Failure to schedule leave one month in advance shall not be used as grounds for denial of the vacation, but anticipated workload and staffing issues may be grounds for denial of the vacation.

Employees are eligible to take accrued vacation time after completion of their first probationary period. An employee may take some accrued vacation time prior to having completed the initial probationary period if approved by the Department Head. Use of vacation time prior to completion of the probationary period shall only be allowed if the situation requiring the taking of the vacation time is an emergency, or if taking the vacation time was negotiated prior to employment.

Employees may accrue vacation time to a maximum of three (3) times their current annual accrual rate. Any employee exceeding this maximum accrual on December 31 of each year shall discontinue accruing vacation until such time as their total accrual drops below the maximum accrual limit. An employee's accrual limit may exceed the maximum limit during the year; however, the employee shall discontinue

accruing vacation on December 31 of each year if their accrual exceeds the maximum limit.

Non-exempt employees who are over the vacation maximum accrual limit as of January 1 will be able to buy back up to forty (40) hours of vacation time per year and will be paid out during pay period one.

Employees who have a scheduled vacation canceled during the months of November and December due to an emergency, may have their maximum vacation accrual temporarily increased. In this case, the employee must meet the following conditions:

- a. The employee's vacation accrual must be above the maximum on December 31 of that year.
- b. The Department Head must determine that there was no other available time during the months of November and December when the vacation time could be rescheduled.
- c. The maximum accrual extension must be approved by the City Manager.
- d. The provisions for discontinuing accrual based on exceeding the maximum limit will be waived for one year. The provisions for discontinuing accrual based on maximum limit shall be enforced the following year.

Employees are entitled to all accrued vacation leave upon their separation as a City employee.

Any compensatory time shall be taken before vacation time.

3.2 Sick Leave

- 3.2.1 **ACCRUAL:** The granting of sick leave with pay is a privilege and not a right. Sick leave may only be used in cases of necessity and actual illness or disability of the employee or family member needing care. The City of Lathrop shall adhere to applicable appropriate state and federal mandated leave laws.

Regular, full-time employees may begin to accumulate sick leave on the date of hire at a rate of eight (8) hours per month (3.6923 hours per pay period). Part-time employees scheduled to work at least 30 hours per week will earn sick leave at the above rate, prorated proportionately. Temporary, and part-time employees working less than 30 hours per week do not receive sick leave but may be allowed to leave without pay. Employees accumulate an unlimited amount of unused sick leave. An employee may begin to utilize

accumulated sick leave after having completed three (3) full pay periods of employment.

- 3.2.2 SICK LEAVE USAGE: Any employee needing to be absent from work because of a sick leave circumstance shall arrange for a telephone report to his/her Supervisor by the beginning of the scheduled workday or shift (no later than the start of the work shift) to ensure coverage can be arranged. Each department is to have a designated call-in number for employees, with the ability to accept messages, designated by the immediate Supervisor to report absences. If unable to reach a Supervisor, employees are to call the Human Resources Department and report the absence; leaving a message if no answer.

If a sick leave circumstance requires an employee to be away from work for a period beyond the individual's accumulated sick leave, the time away from work may be taken as vacation time or compensatory time if either is available. When all paid leave is exhausted, leave without pay may be given.

Upon return to duty after sick leave, the employee shall complete a leave form to be signed by the Department Head and forwarded to Payroll.

Any employee who is absent from work for a period of three consecutive work shifts without notifying his/her Supervisor shall be separated from employment with the City. This separation shall be defined as a voluntary resignation and as such shall not be subject to the grievance process in Section 14.

Sick leave may be authorized for any of the following reasons:

- a. Illness, injury or quarantine of the employee;
- b. Medical, dental or optical care of the employee;
- c. Illness, injury, or quarantine of a member of the employee's immediate family living in the household that requires the employee to tend, care for, or otherwise provide for the care of such person, up to a maximum of forty-eight (48) hours in a fiscal year for full-time employees; part-time employees prorated proportionately based on number of hours worked.
- d. Illness, injury, or quarantine during an authorized vacation as evidenced by satisfactory proof attesting to the nature and length of disability. Use of sick leave for non-emergency medical, dental or optical care during an authorized vacation period is not permitted.
- e. An amount sufficient which, when added to an employee's disability indemnity under Worker's Compensation, will result in a payment to the employee not more than the employee's regular salary.

- f. An amount sufficient which, when added to an employee's disability indemnity under State Disability Insurance (if applicable), will result in a payment to the employee not more than the employee's regular salary.
- 3.2.3 **SICK LEAVE EXCLUSION:** No employee shall be entitled to sick leave because of any of the following:
- a. Any illness or injury caused by the employee's misconduct;
 - b. Illness, injury, or quarantine or disability while on leave without pay;
 - c. An employee who is scheduled to work on a regular holiday who is absent on that holiday due to illness, injury, or quarantine shall not be permitted to use sick leave but shall be deemed to have used the regular holiday.
- 3.2.4 **SICK LEAVE VERIFICATION:** Any use of sick leave, including maternity, paternity and parenting leave, which results in absence from work exceeding three (3) successive work shifts may be required to be supported by a medical certificate or other evidence acceptable to the Supervisor. This evidence may be required on the first working day the employee returns to work. The Supervisor or Department Head may ask for medical evidence of illness for any use of sick leave if the request for evidence is made to the employee prior to his/her returning to work following the illness, or if the Supervisor has a suspicion of sick leave abuse.
- 3.2.5 **SICK LEAVE ABUSE:** Sick leave abuse may include use of sick leave accruals for other than qualified sick leave as defined herein; excessive use of sick leave; and/or consistent patterns of sick leave on certain days. These may be grounds for determination of sick leave abuse. Determination of sick leave abuse will be cause for discipline in accordance with disciplinary procedures. More than four (4) separate incidents of sick leave use in a twelve-month period may be sick leave abuse if there is no clear reason for the number of absences. A series of doctor's appointments that are scheduled in advance or other pre-scheduled absences shall not be considered in determining whether or not sick use abuse has occurred. This section shall be administered so as not to conflict with any provisions of FMLA.
- 3.2.6 **SICK LEAVE CONVERSION:** Employees may, at the end of each calendar year, convert some of the unused sick leave accumulated during each calendar year to vacation leave provided:
- 1. The employee has an accumulated balance of unused sick leave of more than 96 hours;
 - 2. Conversion does not reduce unused sick leave below 96 hours; and
 - 3. The employee has not used more than 40 hours of sick leave during the calendar year.

A maximum of 40 hours of unscheduled sick leave may be converted, but shall be reduced hour-for-hour by sick leave used by the employee during the calendar year. If an employee uses 40 or more hours of unscheduled sick leave during the year, no sick leave shall be converted.

Once an employee has met the criteria for his/her particular category of employment, the sick leave conversion shall automatically take place, unless the employee directs otherwise, and the notice of the conversion shall be found on his/her check stub or other record. Any sick leave converted shall be added to accrued vacation and be governed by the vacation accrual limits. Conversion of unscheduled sick leave shall be done after the last pay period of each calendar year.

The City shall define unscheduled sick leave as any sick leave that is not requested five days or more in advance of when the time off is to occur.

3.2.7 SICK LEAVE TERMINATION: An employee voluntarily leaving City employment, shall not be compensated for unused sick leave.

3.3 Holiday

3.3.1 REGULAR HOLIDAYS: The following days are established as regular holidays for employees:

HOLIDAY	DATE OBSERVED
New Year's Day	January 1
Martin Luther King, Jr. Day	3 rd Monday in January
Washington's Birthday	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Veterans' Day	November 11
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	Day after the 4 th Thursday in November
Christmas Eve	December 24
Christmas	December 25
New Year's Eve	December 31

3.3.2 REGULAR HOLIDAY – WEEKEND OBSERVANCE: When a regular holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. When a regular holiday falls on a Sunday, the following Monday shall be observed as the holiday. If December 24 or December 31 falls on a Friday, the preceding Thursday will be observed as the holiday. Whenever a holiday observance under this section fall on another City scheduled day off, the holiday shall be moved to the next preceding work day (in the case of a

Saturday holiday) or the next following work day (in the case of a Sunday holiday).

3.3.3 REGULAR HOLIDAY COMPENSATION: An employee whose regularly scheduled day off falls on a regular holiday shall be entitled to accrue nine (9) hours, or eight (8) hours, depending upon the shift worked, of regular holiday time. In addition to regular salary paid as a result of working on a scheduled holiday, any employee who is required to work on a regular holiday shall have the option of being compensated for the hours worked on such holiday, or may accrue the time as compensatory time. Compensation shall include Holiday Pay plus time and one half for the number of hours actually worked.

3.3.4 FLOATING—HOLIDAY: Employees shall be entitled to— one (1) floating holiday (8, 9, 10 or 12 hours based on employee schedule) each Fiscal Year. Floating Holiday time shall be accrued during the pay period that includes July 1st. New employees hired after July 1st shall not accrue a floating holiday until the following July 1st.

Floating holidays accrued shall be available for use the first day following the pay period in which they are accrued, and shall be scheduled at a time mutually agreed upon between the employee and Supervisor/Department Head.

Floating holiday hours must be used in the fiscal year they are received. Any floating holiday hours remaining at June 30th shall be rolled over into the employee's vacation bank.

3.4 Bereavement Leave

Regular full-time employees who suffer a death in their immediate family, as defined by this section, may be allowed up to three (3) work days of scheduled work time of funeral leave with pay, at his/her request for bereavement, or to attend the funeral of a member of the immediate family. In the event that out-of-state travel is necessary, employees may be allowed five (5) scheduled City workdays for each occurrence. This leave shall not be charged against sick or accrued vacation leave, but shall be counted as additional paid time away from work. In addition, employees may use an additional two (2) days accrued sick leave, vacation leave, or compensatory time for bereavement or the funeral of an immediate family member. Employees must take this leave within a seven consecutive day period and will be paid only for days and hours they were scheduled to work. Leave shall be used within 30 days of the death.

For the purposes of this rule only, the term immediate family includes: spouse, child, parent, sibling, grandparent, great grandparent, grandchild or step or foster derivative of the above of the employee's or the employee's spouse's, mother, father, brother or sister-in-law, domestic partner, or any permanent resident in the employee's personal household.

3.5 Military Leave

The City will follow all Federal, State and local laws applicable to military leave.

3.6 Leave of Absence Without Pay

Any employee may be granted leave without pay for up to one (1) month with the approval of the Department Head. Any leave without pay in excess of one month must be approved in advance by the City Manager. The employee must make a written request to the Department Head stating the reasons why he/she needs to be granted the leave without pay. The Department Head shall either approve or disapprove the employee's request upon the grounds of whether or not the request will benefit both the City and the employee. During any leave without pay exceeding one full pay period, except for suspensions because of discipline, the employee shall be responsible for payment of premiums for health, dental, vision, life, and disability insurance benefits. All leave shall be approved by submitting a completed Leave of Absence form to the Department Head for approval. Leave without pay shall only be granted when all other eligible leave has been exhausted.

The City and SEIU agree that decisions made under this section are not subject to grievance procedure in Section 14.

No employee who has been granted a leave of absence without pay shall accrue any vacation or sick leave during the time of such leave nor shall such time count toward gaining permanent status.

3.7 Family Medical Leave Act

All employees who have:

- a. been employed by the City for at least twelve (12) months, and
- b. been employed for at least 1,250 hours during the 12 months immediately preceding the commencement of leave shall be entitled to 12 workweeks of unpaid leave in any rolling 12-month period for the following purposes:
 - because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care; or
 - to care for a spouse, parent, child or domestic partner; or
 - because of the employee's serious health condition that renders the employee unable to perform the employee's job functions.

Concurrent with and in coordination with the above, employees may use accrued leave balances as follows:

- a. For any care provided to a child, spouse, parent or domestic partner, employee may utilize no more than 48 hours of accrued sick leave in any one calendar year for full-time employees; part-time employees prorated proportionately based on number of hours worked.
- b. For disability related to pregnancy, the City shall coordinate with any State disability insurance as set forth herein. An eligible employee shall be able to use sick leave, vacation, compensatory time and/or management leave for such coordination.
- c. For any other leave taken pursuant to this provision, sick, vacation, compensatory time and/or management leave balances may be used.

During the period of time covered by the Family Medical Leave Act (FMLA), the City shall continue to pay the employee's insurance costs (medical, dental, vision and life) but the employee may be required to reimburse the City if the employee fails to return to work.

During the period of time covered by FMLA, the employee shall not earn sick leave or vacation time unless the employee is using paid leave time as FMLA time.

The City shall, at all times, comply with State and Federal regulations for FMLA.

3.8 School Activities

The City shall comply with any federal or state law requiring an employer to grant time off to participate in a child's school activities. Current state law provides that parents may take up to 40 hours per year, but not more than 8 hours per month, to participate in their children's school activities. Employees working a shift greater than 8 hours per day may take one full shift per month, subject to the 40-hour maximum. An employee may use accrued vacation, compensatory or regular holiday time or he/she may request to take unpaid leave, as provided in Section 3.6.

3.9 Leave for Promotional Examinations

Employees shall be allowed the necessary time off with pay to participate in promotional examinations for the City, which are held during the regular work hours.

3.10 Catastrophic Leave Program

3.10.1 CONDITIONS OF PARTICIPATION

Application for receipt of catastrophic leave donations will be processed by the Human Resources Department of the City.

A City employee becomes eligible to receive catastrophic leave donations when:

- (1) An employee has exhausted, or will soon exhaust all of his/her accrued leave, as a result of a verifiable long-term illness or injury suffered by the employee.
 - a. Employees may donate accrued vacation, or compensatory time: sick leave may not be donated.
 - b. Donations may be made in whole hour increments from a minimum of four (4) hours to a maximum of sixteen (16) hours per donor.
 - c. Donors must have an overall leave balance of 80 hours remaining after donated time has been deducted.
 - d. Once donated to an individual, donated leave cannot be reclaimed by the donor.
 - e. Cumulative total of donated time received by the employee cannot exceed the minimum amount of time needed by verification of the doctor.

3.10.2 PROCESSING OF DONATIONS

Upon receipt of an application for use of this section, Human Resources shall verify that the employee has a long-term illness or injury that requires leave under this program.

Upon verification, Human Resources shall notify Payroll of the eligibility of the employee to receive catastrophic leave donations.

Upon receipt of donation authorizations, Payroll shall take the following actions:

- a. Verify that the donating employee has the minimum leave balance required for the donation and convert donated time at the hourly rate of the donor and subtract from the designated leave category. Pay supplements which are a percentage of base salary (except above class pay and special assignment pay) shall be added to the base salary prior to converting the value of the donated time to the recipient.
- b. Convert donated dollars as computed above to work hours at the hourly rate of the recipient, and add the recipient's sick leave balance.
- c. Notify Departments of changes in leave balances by noting payroll adjustments for the next payday.

- d. Retain a confidential file of donation authorization.

3.10.3 TREATMENT OF DONATED TIME

Donated time is treated as sick leave accrued by the recipient of the donation. Donated time does not alter the employment rights of the recipient, nor extend or alter limitations otherwise applicable to Leaves of Absence of Sick Leave, except as noted in this agreement.

Employees who are utilizing donated sick leave hours will continue to accrue vacation and sick leave in accordance with the provisions of this MOU; however, they will not be eligible to receive sick leave conversion as permitted in Section 3.2.6.

4 COMPENSATION

4.1 Salaries

4.1.1 COST OF LIVING INCREASES:

The City will provide a cost-of-living adjustment beginning the first full pay period of July:

July 2022+6	34%
July 2023+7	34%
July 2024+8	34%
July 2025	4%

4.1.2 STANDBY PAY: Full-time employees shall receive \$3.00 per hour as standby compensation for all hours they are assigned to standby except for those hours actually worked and for which the normal pay is received.

4.1.3 CALL BACK: All off duty emergency call backs shall be compensated for a minimum of three hours per occurrence at the rate of one and one half time the employee's current hourly rate of compensation. Employees called back shall be allowed to leave when the job requiring the call back has been completed. If the call back work assignment and the employee's regular work shift overlap the employee shall be paid the call back rate of time and one half their hourly rate prior to and/or after his/her regular shift time. The regular shift shall continue until the employee's regular shift ends. Trainings, meetings or other pre-scheduled events do not qualify an employee for call back pay under this article. Travel time is not included as part of call back pay.

4.1.4 WORK ABOVE CLASS: The City shall encourage training of employees for advancement by providing the opportunity to work above class to each eligible employee who desires such opportunity. For purposes of the provision, 'eligible employee' refers to an employee in the same class series

who is qualified to perform the class duties. For purposes of the provision, the reference to training does not require the City to offer or conduct any specific informal or formal instruction.

The City agrees to provide out of class compensation after the completion of more than 10 consecutive days of working out of class or more than 20 accumulative days of working out of class per fiscal year. Out of class compensation is to be a minimum salary increment of 5 percent or the lowest step of the higher range, whichever is greater. Where no class exists, the Employee and/or SEIU shall submit a request for the 5% consideration.

Employees who are working out of class shall be able to initiate a job review/re-classification to determine if their duties have changed significantly to warrant a new job description.

4.2 Deferred Compensation Contribution

The City of Lathrop maintains three (3) voluntary, employee only Section 457 Deferred Compensation Plans. The City, at its sole discretion, shall have the right at any time during the period covered by this agreement to develop charges necessary for the administration of the plan or plans, and implement said charges for active and inactive participants, to be paid by active and inactive participants. In any case, the charge shall not exceed the actual cost to the City for administration of the plan or plans as computed by the Finance Director under standard accounting practices for cost allocation purposes.

Before implementing a payroll deduction charge, the City will make every effort to negotiate with the plan vendors and/or third party administrator to recoup the City cost from their management fees.

4.3 Severance Procedures

4.3.1 When an employee separates from the City for any reason, the City shall:

- a. Collect all equipment, identification cards, and keys from the employee; delete employee security codes from the computer system and collect any other items or activities identified by the Department Head or City Manager to facilitate the employee leaving City employment and protect the security of the City.
- b. Conduct at the discretion of the City Manager, an exit interview with the employee. Such interviews may be conducted by the City Manager, Administrative Services Director, or the Department Head.

- c. Pay the employee all accrued vacation leave, compensatory time, and all hours worked that were not previously compensated up to the date and time of separation.
- d. Obtain written approval from an employee before withholding from the final paycheck monies owed the City by the employee to recover monies for such items including but not limited to:
 - 1. Travel advances
 - 2. City credit card use
 - 3. Misappropriated City assets
 - 4. Any City property not returned to the City
 - 5. Overpayment of salary or benefits
 - 6. Educational reimbursements received
 Release of the employee's final pay check does not waive the City's right to pursue the recovery of the items listed above, or any other monies owed by the employee to the City.

4.3.2 An employee may elect to have funds withheld from his/her final paycheck as payment for the continuation of employee benefits as provided by law or contracts, including health insurance.

4.3.3 The City shall not provide to employees separating from employment after the date of separation:

- a. Any paid allowances, such as vehicle, uniform, etc.
- b. Additional leave and holiday benefits on paid severance.
- c. The cash value of contribution to any benefits other than retirement and Medicare.

4.3.4 The City should make final payment to a voluntarily separated employee during the next regularly scheduled pay day unless the Department Head requests a prompter payment.

4.4 Bilingual Pay

The City agrees to pay \$60 per month for up to five (5) employees, who demonstrate proficiency, as compensation for using their skills in a language other than English under the following conditions:

- a. The employee must be certified to speak, write and read in the language for which pay is be provided; and
- b. Following a request by the employee, the Department Head, as approved by the City Manager, must determine that the language is a certified language and that

there is a benefit to the City for the employee to provide translation services in the language for which compensation is requested; and

- c. The City has approved the certification process to be used by the employee in advance of the certification being obtained.
- d. If, at any time, it is requested that more than five (5) employees receive bilingual pay, the City Council must approve such a request.

4.5 Salary Plan

The City diligently strives to pay competitive market salaries to its employees. In order to achieve this, the City Administration has devised a City-wide salary plan based upon competitive market values.

4.5.1 A classification and salary plan shall be established according to City Ordinance. The salary plan shall be administered by the City Manager

4.5.2 At least once annually, all salary ranges shall be reviewed by the City Manager. This review may include a salary survey from some or all positions in the City. After review of salary ranges, the City Manager may make recommendations to the City Council for market and/or cost-of-living adjustments to salary ranges and the incumbents of those ranges. Individual positions may be market adjusted only with the approval of the City Manager and within budget constraints as approved by the City Council.

4.5.3 Salary Plan: Salaries, including merit step increases, shall be administered pursuant to Personnel Rule 6.2 with the base City-wide salary plan being that which was adopted by City Council Resolution 10-2943.

4.5.4 For the duration of this agreement, there shall be no classification or compensation study.

4.5.5 The City agrees to maintain an open discussion with SEIU regarding the salary plan.

5 DAYS AND HOURS OF WORK – OVERTIME

5.1 Work Week

Unless otherwise provided for in this MOU or in any City Council Ordinance or Resolution, the base compensation for employees shall be deemed to be per bi-weekly pay period of eighty (80) working hours. The base compensation provided should be payment in full for all services rendered to the City except as otherwise provided.

5.2 Working Hours

Normal work schedules will involve an eight (8) to ~~twelve~~^{ten} (10) hour block of time between the hours of 5-6:00 a.m. and 6:00 p.m., Monday through Friday, not including lunch break.

Positions assigned to Parks, Recreation and Maintenance Services Department may work traditional, non-traditional and split-shift hours including weekdays, weekends, evenings and holidays.

5.3 Overtime

The City of Lathrop will compensate City employees for all hours worked, including overtime hours worked in compliance with the Fair Labor Standards Act (FLSA).

An employee who works beyond the specified numbers of hours in the pay period shall receive compensation at the rate of one and one-half times the regular base pay. All time in paid status, with the exception of vacation, sick and compensatory time taken shall be deemed time worked. Compensatory time may be given in lieu of paid overtime at the discretion of the Department Head. All employees earning compensatory time may only accumulate eighty (80) hours. Employees who accumulate over the maximum hours (80) shall be paid for over-time hours in excess of the maximum.

Overtime work must be approved by the Department Head or his/her designee, prior to being worked. The Department Head shall make sure that appropriate and accurate records are kept of all overtime hours worked and any compensatory time earned. Failure to have overtime approved in advance, except for call-back time, will not prevent the City from compensating the employee for the time worked; however, disciplinary action may be taken for working unauthorized hours.

Upon termination of employment, any unused compensatory time shall be paid at a rate of pay equal to his/her current rate of pay at termination. Employees requesting time off from work shall use compensatory time before accrued vacation. Use of compensatory time should not create a situation where overtime for other personnel within in the Department or within the City is necessary to maintain operations.

Every effort will be made to ensure that there is not unscheduled mandatory overtime. Should unusual circumstances arise that necessitate unscheduled overtime, it will be assigned fairly. It is understood by both parties that employees may have compelling personal or professional obligations that may hinder their ability to work overtime without advance notice. Such obligations shall not subject employees to discipline. This does not apply to employees who work in positions which by job description, are required to participate in stand-by and are compensated accordingly, or in the event of an unforeseen emergency.

Employee shall not be required to attend events for work without pay.

When a part-time employee is required to work more than normally scheduled hours, those hours will be recorded as “Comp Time as Straight” on the time sheet. These hours may be paid or may be banked for use at a future time, as agreed to by the employee and his/her Department Head. The administration of this time shall follow the same expectations as is provided for in Section 5 of the MOU. Whenever such employee works more than forty (40) hours in a pay period, overtime at time and one-half shall be compensated.

Each Department Head shall ensure that accurate records are kept of all hours worked by each employee within the Department. Such records shall differentiate between scheduled hours and overtime hours worked and all leave hours taken per work period for each employee. Copies of all time worked records shall be submitted to the Finance Department at the end of each pay period or each work period. These records shall be maintained in accordance with the records retention policy.

Hours worked shall be documented and compensated in fifteen (15) minute intervals. For example, an employee working more than five (5) minutes in a fifteen (15) minute interval shall be compensated for fifteen (15) minutes.

5.4 Meals and Rest Period

5.4.1 **REST PERIODS:** To promote maximum productivity and morale, it is the policy that when City operations permit, each employee shall be entitled to two (2) rest periods not exceeding fifteen (15) minutes each, during a regular shift. When City operations permit such rest periods are to be taken as nearly as possible in the middle of each segment of each employee’s workday. Time allowed for rest periods may not be accumulated from one half of the workday to another, nor may rest periods be used to alter an employee’s normal work hours and meal periods.

Unless a Supervisor specifically requires an employee to miss a scheduled break, rest periods shall not be combined with a lunch period or otherwise banked. If an emergency arises which requires that an employee miss a scheduled break, the two scheduled breaks may be combined provided operational requirements allow and provided the missed break is taken on the same day it was missed.

5.4.2 **MEAL DURING OVERTIME:** Meals that must be consumed on the job after the normal workday and while working in an overtime situation are not to be considered as an interruption of overtime work performed. The City shall neither pay for nor provide meals, nor is an employee who takes a break for a meal to be considered as being in paid status. An employee, upon request, shall be allowed to take a thirty (30) minute meal break after two (2) hours overtime and every four (4) hours thereafter. The City retains the right to refuse requests for meal breaks in the event of emergency.

The Supervisor may establish a lunch schedule for all employees, generally between the hours of 11:00 a.m. and 2:00 p.m.

5.5 Changes to Work Hours

With the approval of the City Manager, Department Heads shall set employee work schedules. Employees will be provided with a work schedule at the time of hire. Any changes to the assigned work schedules shall be made with input from impacted staff. The City shall provide a 30-day notice of any changes but may make temporary changes lasting less than 30 days to the work schedule. It is understood that employees may not be able to accommodate immediate changes to their work schedule. In making changes, the City shall give consideration to prior commitments of the employees. Normal work schedules for employees at City Hall will involve an eight (8) to, ~~ten (10)~~ twelve (12) hour block of time between the hours of 6:500 a.m. and 6:00 p.m., Monday through Friday, not including lunch break. Should circumstances arise that necessitate work schedules other than the above SEIU and the Employer will reach agreement prior to implementation. The Department Head shall obtain approval for other schedules from the City Manager. Scheduled days off in a workweek shall be consecutive.

5.6 Witness Duty

Any employee who shall be called as a witness in a case arising out of and in the course of the employee's City employment shall be deemed to be on duty and there shall be no loss of pay. Compensation for mileage and subsistence shall not be considered as a fee and shall be retained by the employee, unless the employee uses a City vehicle to report for the court appearance.

The requirement to appear as a witness requires a subpoena. The party issuing the subpoena shall be required to pay witness fees to the City as set forth in the Government Code. All witness fees shall be paid prior to the employee appearing as a witness. An employee called as a witness in any other matter not arising out of and in the course of the employee's City employment shall be deemed off duty.

6. **SALARY ADMINISTRATION**

6.1 Salary Upon Appointment

Salary upon appointment shall be administered pursuant to Personnel Rule 6.2

6.2 Step Increases- Regular Employees

Salary upon appointment shall be administered pursuant to Personnel Rule 6.2

All employees eligible for a step increase shall receive their step increase effective on his/her Performance Review Date (PRD) following ratification of the Memorandum of Understanding and subsequent PRDs.

6.3 Salary Step on Promotion

Salary upon appointment shall be administered pursuant to Personnel Rule 6.2

6.4 Order of Adjustment

Whenever an employee is promoted and receives a range change or the employee's position is reclassified to a class having a higher salary range, on the employee's merit anniversary day, the employee shall first receive the merit advancement increase to which he/she may be entitled and then receive such increases to which he/she may be entitled in the following order: salary adjustment, reclassification, promotion.

6.5 Under-filling

A position may be under-filled to provide career development opportunities if the Department Head deems that workloads can be satisfactorily managed and staff is able to provide appropriate training and supervision or if, after the recruitment process, a qualified applicant is not available. An under-filled position will be on a six (6) month trainee period during which time the salary shall be fifteen (15) percent below the starting salary for that position. At the end of a satisfactory six (6) month trainee period, the employee shall be eligible to move to the first step in the range for that position and begin the regular employee probationary period as a promoted employee. At any time during the trainee period, the Department Head may determine to return the employee to filling the under-filled position to his or her regular position.

6.6 Trial Period

Employees who change positions or who are promoted, shall have the option of returning to their old position for the duration of the hiring process. Before a final offer of employment is made to an applicant, the promoted employee will be given a one-day notification and opportunity to retreat to their former position.

7. RETIREMENT

7.1 Retirement Formula and Cost Sharing Agreement

The City of Lathrop participates in the California Public Employees Retirement System (CalPERS) as follows:

- 7.1.1 For full-time or otherwise qualified employees hired before December 31, 2009, the City contracts with CalPERS to provide 2%@55 formula based on the average of the highest three (3) years of final compensation.
- Effective the pay period including 1/1/16 Employees will contribute 7% of the Employee share and there will be no City pick up of Employee share.
- 7.1.2 For full-time or otherwise qualified employees hired on or between January 1, 2010 and December 31, 2012, or new employees hired on or after January 1, 2013 who qualify as a Classic Employee pursuant to CalPERS regulations, the City contracts with CalPERS to provide 2%@60 formula based on the average of the highest three (3) years of final compensation.
- Effective the pay period including 1/1/16 Employees will contribute 7% of the Employee share and there will be no City pick up of Employee share.
- 7.1.3 For full-time or otherwise qualified employees who are hired on or after January 1, 2013 or previous CalPERS members hired on or after January 1, 2013 who are not qualified as Classic Employees pursuant to CalPERS regulations, CalPERS has by statute implemented a 2%@62 formula based on the average of the highest three (3) years of final compensation.
- Employees shall pay 50% of the normal cost rate as determined by CalPERS.
- 7.1.4 Employee contributions toward the Employee share shall occur pre-tax pursuant to 414(h)(2) of the Internal Revenue Code.

8. TRAINING AND EDUCATION

8.1 Driver Training

When requested, all City employees will participate in the City Defensive Driver's Training Program as a mandatory requirement of being an employee of the City.

8.2 Educational Reimbursement Program

In accordance with the City's Tuition Reimbursement Program, employees are eligible to receive tuition reimbursement for educational purposes which are intended to improve his/her ability to accomplish his/her City job for courses taken on the employee's own time. Courses taken at any college or university, business or technical school, or courses given by a recognized correspondence school shall be recognized when they are:

- Related to the employee's current position within the City
- Related to the employee's potential development within the City
- Part of a program leading to a degree relating to the employee's position or possible development within the City

Reimbursement must be recommended by the Department Head and approved by the City Manager prior to enrollment. Requests are to be submitted on the approved form. Requests will be returned to the employee within fourteen (14) calendar days of submittal. Payment of education funds is discretionary with a Department Head within appropriate budget limits:

- a. Costs not to exceed a maximum of ~~\$3,000~~~~\$1,400~~ per calendar year, per employee; including books and materials and lab fees.
- b. Employee's time and travel are at employee's own expense.
- c. Class time must be on employee's own time, unless the Department Head approves an exception.
- d. A passing grade of C or better, or a certificate of completion, is required in each course for reimbursement.

The City shall reimburse the employee withing (30) calendar days of submitting the necessary documentation. If an employee voluntarily separates within one year of receiving the educational reimbursement, he/she must reimburse the City of Lathrop within one year from the separation date.

9. WORKER'S COMPENSATION AND EMPLOYEE SAFETY

9.1 Worker's Compensation

Under California law, an employee who is injured or becomes ill out of or in the course and scope of employment is entitled to temporary disability (TD) payments only after a waiting period of three (3) days has elapsed. Prior to the commencement of TD payments, an employee may use accumulated leave to make salary whole.

Employees who are receiving TD payments under Division 4 or Division 4.5 of the Labor Code shall accumulate vacation (including seniority credit for the purposes of vacation accrual under Section 3.1), holidays and sick leave during such period of time that they are drawing such temporary disability indemnity. The City shall continue to provide health, dental, vision and life insurance plans coverage for such employees as if they were on payroll as regular employees.

9.2 Workers' Compensation Leave

The City shall grant an employee time off with pay for workers' compensation related doctor appointments.

9.3 Disputes Involving Safety Issues

The City shall comply with all applicable laws and regulations pertaining to workplace health and safety. No employee shall be subject to discrimination or retaliation as prohibited by applicable law for reporting any health and safety concerns.

10. EVALUATIONS AND PERSONNEL FILES

10.1 Employee Performance Evaluation

Performance appraisals shall be performed for all employees. Performance appraisals should be performed at least annually on the employee's Performance Review Date (PRD) and may take place more often. (For work above class assignments, refer back to Section 4.1.3). The Employer shall make a good faith effort to bring all performance issues to the attention of the affected employee in a timely manner and as soon as possible after the Supervisor becomes aware of such issues.

The employee and Supervisor shall discuss and sign the performance appraisal at the end of the appraisal meeting. If the employee disagrees with the appraisal, he/she shall have the opportunity to rebut the appraisal and have the rebuttal placed in his/her personnel file with the appraisal within ten (10) workdays. The Department Head must review and sign the performance appraisal and the City Manager must approve the Personnel Action Form before any salary action or

corrective action may be taken. Any Corrective Action shall be separate and apart from the performance appraisal. Performance evaluations are not subject to the grievance process.

10.2 Employee Personnel Files

Employees shall have the right to review and at their own expense obtain copies of their personnel files maintained by the City. An employee's representative may inspect the contents of an employee member of this bargaining unit's personnel files upon signed and dated authorization by the employee. Authorization shall be valid for sixty (60) calendar days from the date of signature.

Documents not available for inspection include records relating to investigation of a possible criminal offense, letters of reference, ratings, reports or records that were: A) obtained prior to the employee's employment, B) prepared by identifiable examination committee members, and C) obtained in connection with a promotional examination, or other legally privileged records.

An employee shall have the right to submit written comments regarding any document placed in his/her personnel file within ten (10) workdays of such placement and to have such comments included in his/her personnel file along with the document. If the employee files such comments, the Department Head and/or City Manager will then have ten (10) workdays to file a response; this will end the response period for the specific document. Written comments shall be submitted to the Administrative Services Director.

11. EMPLOYEE PROPERTY AND EQUIPMENT

11.1 Boot Allowance

The City shall provide every employee who is required to wear protective boots with a boot allowance of \$350 per year. To receive this allowance, the employee shall:

- (1) Purchase boots meeting defined safety specifications; and
- (2) Present proof of purchase, including cost.

In the event the employee selects boots from a vendor provided by the City, the cost of boots shall be paid directly by the City and the employee shall receive no further allowance.

12. REHIRE OF EMPLOYEES/LAYOFFS

12.1 Rehire of Employees

Individuals, who satisfactorily complete an original probationary period and subsequently separate from City employment in good standing, may be eligible for rehire without competing through the open public recruitment, into any similar City

position for which they qualify. The decision to rehire a previous full-time or part-time employee shall always be at the option of the Department Head or a designated representative, subject to the approval of the City Manager. Rehiring of a previous employee shall be subject to all other provisions of employment with the City including, but not limited to, the successful completion of a pre-employment physical drug screen.

In the instance of an employee who has been laid off due to a reduction in force or termination of a position, such employee shall be considered eligible for rehire if he/she has had satisfactory or above performance evaluations for the two most recent evaluations. If an opening occurs in a job previously held by an employee who was separated due to reduction in force or termination of a position within two years of separation, that employee shall be notified by regular mail and offered the opportunity to return to City employment and given two weeks in which to respond to said offer. If no response is received within the two week period or the former employee declines to return to the City, he/she shall thereafter be considered as a new candidate for re-employment. Acceptance of the offer of employee shall require that the former employee return to work within three (3) weeks of acceptance.

Employees who are rehired shall be considered, for the purposes of vacation accrual, length of service, etc., to have worked for the City since the original date of hire, less any time during which the employee was not working for the City.

12.2 Lay Off Procedures and Bumping Rights

Any permanent full-time City employee who is to be laid off or dismissed for other than disciplinary reasons shall be given fifteen (15) calendar days' notice and allowed to take time as a severance offering. This provision does not apply to probationary or contract employees.

12.2.1 Statement of Intent.

Whenever the City eliminates a position or has a reduction in force due to reduced work, reduced revenues, or other reasons, or when in the judgment of the City Manager, it becomes necessary to abolish any position of employment, the employee holding such position may be laid off or demoted, without disciplinary action and without the right of appeal. This does not negate any State or Federal rights.

12.2.2 -Notification-

Employees to be laid off shall be given, whenever possible, at least fifteen (15) calendar days' prior notice, which shall include an opportunity to submit in writing or meet with the Administrative Services Director regarding the reasons for the layoff and his/her seniority and bumping rights. The Administrative Services Director will render a reply in writing within seven (7) calendar days after receiving the employee's response.

12.2.3. Vacancy and Demotion.

Except as otherwise provided, whenever there is a layoff under this Rule, the City shall first demote to a vacancy, if any, in a lower class for which the employee to be laid off is qualified. All persons so demoted shall have their names placed on the City's reemployment list.

12.2.4 Employee Rights.

A permanent employee affected by layoff shall have the right to displace an employee who has less seniority in a lower class in the same class series or in a lower classification in which the affected employee once had permanent status. Seniority includes all periods of full-time service with the City.

12.2.5 Seniority

- a) In order to retreat to a former or lower class or series as defined in job descriptions, an employee must have more seniority than at least one (1) of the incumbents in the retreat class, and shall request displacement action in writing to the Administrative Services Director within five working days of receipt of notice of layoff. Notice of layoff shall include a notice of the rights set forth in this rule.
- b) Employees retreating to a lower or similar class shall be placed at the salary step representing the least loss of pay. In no case shall the salary be increased above that received in the class from which the employee was laid off.
- c) Employees retreating to a lower or similar class shall serve a probationary period in the new class unless they have previously successfully completed a probationary period in the class or the class series.
- d) In cases where there are two (2) or more employees in the class from which the layoff is to be made, the employee with the least seniority shall be laid off. The only exception to this is if there is an employee in the class who, within the 12 months immediately previous, has been placed on "imposition of review" status due to employee discipline, such an employee shall be considered less senior for purposes of layoffs. If no employees within the class fit such criteria, or after all so-rated employees have been laid off, layoffs shall be in inverse order of the employees' seniority in that or a higher class.

12.2.6 Employment Status.

- a) Only permanent full-time employees and permanent part-time employees as defined in Rule 3.7 shall be entitled to any rights under this Rule.

12.2.7 Reemployment List.

- a) The names of persons laid off in accordance with these rules shall be entered on a reemployment list. Lists from different Departments or at different times for the same class of position shall be combined into a single list. Such lists shall be used when a vacancy arises in the same or lower class of position before certification is made from an eligible list.
- b) Names of persons laid off shall be carried on a reemployment list for two (2) years, except when that person's appointed to permanent positions at the same level from which they were laid off shall, upon such appointment, be dropped from the list. Persons who refuse reemployment shall be dropped from the list. Persons reemployed in a lower class, or on a temporary basis, shall be continued on the list for the higher position for two (2) years. The City Manager may extend the duration of a reemployment list.

13. SUBSTANCE ABUSE REFERRALS

The City and SEIU jointly recognize the value of the City's Employee Assistance Program offered through the Central San Joaquin Valley Risk Management Authority in the evaluation and resolution of employee problems associated with substance abuse.

14. GRIEVANCE PROCEDURE

14.1 Purpose

Grievance procedures for employees are provided herein:

- a) To promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations.
- b) To afford employees individually a systematic means of obtaining further consideration of problems after every other reasonable effort has failed to resolve them through informal discussions.
- c) To provide that grievances shall be settled as near as possible to the point of origin.
- d) To provide that grievance shall be heard and settled as informally as possible.

14.2 Matters Subject To Grievance Procedures

An employee shall have the right to submit a written grievance regarding a claimed violation of this MOU or the Personnel Rules and Regulations. The grievance

process shall not be applicable to employee discipline, to employee evaluations, or any disputes resolved through another City process.

14.3 Employee Rights

Eligible employees are entitled to:

- a) Assistance by an SEIU representative who may act as an advocate or advisor at any level of grievance, or who may be present at any formal grievance meeting with a Department Head, or City Manager.
- b) A reasonable amount of time during work hours to prepare a formal grievance.
- c) Freedom from reprisal for using the grievance system.
- d) The right to call other employees as witnesses at a hearing during the formal grievance process.
- e) The right to have their grievance presented and acted upon in a timely manner. The time limits specified below may be extended to a definite date by mutual agreement of the employee and reviewer concerned.

14.4 Informal Grievance Procedure

14.4.1 An employee should first attempt to resolve a grievance or complaint through discussion with his/her immediate Supervisor without undue delay, but within ten (10) calendar days of the issue or the employee's first awareness of the issue. If, after such discussion, he/she does not believe that the problem has been satisfactorily resolved, he/she shall have the right to discuss it with the Supervisor's immediate superior, if any, without undue delay, but within ten (10) calendar days after initial Supervisory discussion. Every effort should be made to find an acceptable solution by informal means at the most immediate level of supervision. If he/she is not in agreement with the decision reached through such discussion, he/she shall have the right to file a formal grievance in writing within ten (10) calendar days after receiving the informal decision of his/her superior or superiors. An informal grievance shall not be taken above the Department Head.

14.4.2 All informal grievances should be documented by the Supervisor and any other Supervisors involved.

14.5 Formal Grievance Procedure

14.5.1 Department Review

- a) If, after receiving a decision on an informal grievance, an employee desires to proceed with the formal grievance process, the grievance shall be presented in writing to the employee's Department Head, who may discuss the grievance with the employee, SEIU representative, if any, and with other appropriate persons. Said grievance must be submitted within thirty (30) calendar days after the employee receives the decision on the informal grievance. The grievance shall include the following information:
 - i The specific section of the Rules and Regulations at issue;
 - ii Facts supporting the grievance including dates, times, documents, and witnesses; and
 - iii The remedy sought
- b) The Department Head shall render a decision and comments in writing and return them to the employee within fifteen (15) calendar days after receiving the grievance.
- c) If the employee does not agree with the decision reached, or if no answer has been received within fifteen (15) calendar days, the employee may present the grievance in writing to the City Manager or designee. Any such grievance shall be presented within ten (10) calendar days after receipt of the Department Head decision.
- d) Failure of the employee to take further action within ten (10) calendar days after receipt of the decision, or within a total of twenty-five (25) calendar days if no decision is rendered, will constitute withdrawal of the grievance.

14.5.2 City Manager Review

- a) Upon receiving the grievance, the City Manager shall provide a written response to the employee within fifteen (15) calendar days. The City Manager may respond based on 1) a review of the grievance file, 2) a meeting with the employee, employee representative, if any, and with other appropriate persons; or both.
- b) If the employee does not agree with the decision reached, or if no answer has been received within fifteen (15) calendar days, the employee and/or City may request the matter be heard by a mediator.

This request shall occur within fifteen (15) calendar days of the City Manager's written response

- c) Upon request of mediation, the City shall arrange for the matter to be heard by a mediator from the State Mediation and Conciliation Service as soon as possible. Any costs associated with this mediation step shall be split between the City and the SEIU. The mediator shall attempt to negotiate a solution to the grievance. If agreement is not reached, the mediator shall issue a non-binding, written recommendation to the City Manager regarding the accuracy of the circumstances leading to the grievance and the disposition of the grievance including recommended discipline. The mediator shall make fact findings in support of his/her recommendations.
- d) Upon receipt of the mediator's recommendation, the City Manager shall discuss the grievance with the employee, the SEIU representative, if any, and with all other appropriate persons.
- e) The City Manager shall render a final decision in writing to the employee within twenty (20) calendar days after receiving the mediator's recommendation. The City Manager may, accept, reject or modify the recommendation of the mediator. The decision of the City Manager is final.

15. PROCEDURES FOR DISCIPLINARY ACTION

The following procedure shall be applicable to regular full-time and part-time employees; provided the part-time employees work thirty (30) or more hours per week. The following procedure shall be used for disciplinary actions regarding performance salary reduction, suspension, demotion, and termination of an employee.

- a. Employee shall be served with a mailed Notice of Intent to Discipline (Notice).
- b. The Notice of proposed discipline shall include:
 - i. A statement of the nature of the proposed action.
 - ii. A statement of the reasons for the proposed action, including the specific acts or omissions giving rise to the proposed action.
 - iii. A copy of any documents or other written materials upon which the disciplinary action was fully or in part based.

- iv. A statement advising the employee of his/her right to appeal such action and the right to SEIU representation.
 - v. The date, time and location of the Skelly Response meeting, and the name of the Skelly Officer.
 - c. In those extraordinary circumstances wherein the City Manager determines immediate disciplinary action is necessary as a result of accusations involving misappropriations of public funds or property or action which would constitute a felony or misdemeanor involving moral turpitude, or where the employee's presence on the job is deemed to be a threat to the safety of other employees or members of the public, the City Manager may place the employee on paid administrative leave while proceeding with the procedures for disciplinary action
 - d. Skelly Meeting – the employee shall have the right to respond informally to the charges verbally, in writing, or both, before the discipline is imposed. The employee shall have ten (10) calendar days from receipt of the notice within which to respond to the charges. The employee may request a reasonable extension of time to respond for justifiable reasons. The City Representative hearing the response, the Skelly Officer, shall render a final written decision within ten (10) calendar days of receiving the employee's response. The Skelly Officer may sustain, modify or overturn the recommended disciplinary action. The Skelly response will be delivered to the employee in person, via registered mail or overnight delivery. If the Skelly Officer sustains or modifies the disciplinary action, the action may be imposed after the post-Skelly decision is delivered to the employee.
 - e. Appeal – the employee shall have the right to appeal the disciplinary action within ten (10) days of receiving the post-Skelly disciplinary decision as follows:
 - i. Step 1 – meet with Department Head or if Department Head served as the Skelly Officer, then the employee may send the appeal to the City Manager. The appeal shall be in writing and describe why the employee believes the disciplinary action taken was not appropriate. The response to the appeal will be provided to the employee within ten (10) calendar days.
 - ii. Step 2 – If not satisfied with the result of Step 1 above, the employee may provide the written appeal to the City Manager for review. The City Manager's written response will be provided to the employee within ten (10) calendar days.
 - iii. Step 3 – If the employee is not satisfied with the results of Step 2, the employee may request binding arbitration/an appeal hearing. The

written request shall be submitted to the City Manager within ten (10) calendar days of receiving the City Manager's response to the appeal. An appeal of the Order of Disciplinary Action, after exhausting the process as set forth above, shall be heard by an Arbitrator/Independent Hearing Officer. The City Manager or designee shall request a list of neutrals from the State Mediation and Conciliation Service. Such list shall be requested within five (5) working days of receipt of an employee's appeal demanding a hearing. The City Manager or designee, and the employee, or the employee's authorized representative shall meet not later than three (3) working days after receipt of the list and select the hearing officer utilizing the alternate strike method. The party striking first shall be determined by the toss of a coin. Should the person selected as the hearing officer be unavailable to commence the hearing process within ninety (90) days of this selection, the parties shall request another name from the State Mediation and Conciliation Service and shall proceed again through the list as provided above unless the parties agree to a later date for the hearing using the selected arbitrator/hearing officer.

The Arbitrator/Hearing Officer shall regulate the conduct of the hearing process. The Arbitrator/Hearing Officer shall set the date, time and place of the hearing, which place shall be on City premises, and shall, by certified United States mail, postage prepaid, give not less than ten (10) days' notice of such date, time and place to the appellant, or his/her other designated representative, the City Manager and the Administrative Services Director. The hearing shall be recorded by a court reporter or electronic process. Oral evidence may be heard only on oath or affirmation. The Arbitrator/Hearing Officer shall, within thirty (30) calendar days of the close of the hearing, file with the Administrative Services Director the decision affirming, modifying, or revoking the Order, and shall mail a copy of his/her findings and decision to the appellant and to the City Manager.

The decision of the Arbitrator/Hearing Officer shall be final for all purposes unless an action or proceeding is commenced in a court of competent jurisdiction to determine the validity of the decision within thirty (30) calendar days of the date of mailing of the notice of decision to the appellant and the City Manager.

- f. Employee's failure to respond or file an appeal within any specified time period in Section 15 shall terminate the right to a hearing and the Order shall be deemed final.

16. SUPERSESION CLAUSE

Except as may hereinafter be agreed to in writing, and except for the Lathrop Employee-Employer Relations Resolution, this MOU contains the sole and entire agreement between the parties. It supersedes any and all other previous Memoranda of Understanding or side letters between the parties and incorporates by reference all such previous memoranda between the designated representatives of members of this representation unit and the City and also supersedes and incorporates by reference any and all Resolutions and Minute actions adopted by the City of Lathrop City Council which were adopted to implement any MOU between the designated representatives of members of this representation unit and the City; this MOU shall prevail and apply.

17. PROPOSAL SUBMITTAL

~~SEIU and the City will begin negotiations no later than three (3) months prior to contract expiration. will submit their proposals to the City by January 1 of the year the contract expires. The City agrees to respond to the proposal within 10 days of receipt and b~~Both parties will agree on a final deadline for either side to submit bargaining proposals once bargaining begins.

18. SEVERABILITY OF PROVISIONS

Should any Section, Clause or Provision of this Agreement be declared illegal by final judgment by a court of competent jurisdiction, such invalidation of said Section, Clause or Provisions shall not invalidate the remaining portions hereof and such remaining portions shall continue in full force and effect.

19. MERGER

This agreement represents the entire MOU of the parties and all prior or contemporaneous oral and written agreements are merged herein. There are no representations, conditions, warranties or collateral agreements regarding the subject matter of this agreement other than as set forth herein.

20. CHOICE OF LAW/VENUE

The laws of the State of California shall govern this MOU. In the event of any lawsuit commenced by the City or SEIU as a result of the performance of this agreement, the parties each consent that the venue for any such action shall be laid in a court of competent jurisdiction in San Joaquin County.

21. ATTORNEY'S FEES

In the event of any litigation between the parties arising out of the performance of this MOU, each party shall bear their own actual attorney's fees incurred.

22. FINAL AGREEMENT

Entered into this 1st day of July, 2016, the parties agree that the above includes all items discussed and agreed to by way of the meet and confer process. This Agreement cannot be amended to, subtracted from or added to except by mutual written agreement of both parties. The persons executing this agreement each represent and warrant that they have been duly authorized to do so and the agreement is a valid and binding obligation of both parties.

CITY OF LATHROP

SEIU LOCAL 1021

Sonny Daliwhal, Mayor

~~Andrea Colavita Pinkham~~ Mike Fouch,
Field Business Representative

Stephen J. Salvatore, Chief Negotiator

~~Phil Humphrey~~ Tiffany Estrada, SEIU
Member Representative

APPROVED AS TO FORM:

Debra Wheale , SEIU Member

Salvador Navarrete, City Attorney

~~Bill Petrone, SEIU Field Director~~ Chris
Hart, SEIU Representative

~~David Canham~~ John Stead Mendez,
Executive Director, Field & Programs

Appendix A

The City of Lathrop General Services Bargaining Unit (GSBU) is comprised of regular full-time and part-time (when scheduled to work thirty (30) hours or more per week) employees who are incumbents in positions in the job classifications listed as follows, with the exception of those positions that are designated as confidential:

Accountant I/II	Management Analyst I
Accounting Technician	Management Analyst II
Accounting Specialist I	Office Assistant I
Accounting Specialist II	Office Assistant II
Administrative Clerk	Permit Technician
Administrative Assistant I	Plans Examiner
Administrative Assistant II	Recreation Coordinator
Animal Services Officer	Recreation Leader
Animal Control Assistant	Recreation Specialist
Assistant Engineer	Recreation Supervisor (current incumbent only. Any successor will have the option of being included or excluded from the unit)
Assistant Planner	Senior Accounting Technician
Associate Planner	Senior Animal Services Officer
Budget Analyst I	Senior Building Inspector
Budget Analyst II	Senior Construction Inspector
Building Inspector I	Senior Engineer Technician
Building Inspector II	Senior Recreation Leader
Building Inspector III	Senior Streets Maintenance Worker
Code Compliance Officer I	Senior Utilities Maintenance Worker
Code Compliance Officer II	Solid Waste and Resource Conservation Coordinator
Code Compliance Officer III	Utility Operator I
Construction Inspector I	Utility Operator II
Construction Inspector II	Utility Operator III
Crime and Intelligence Analyst	Wastewater Treatment Plant Operator Trainee
Engineering Technician I	Wastewater Treatment Plant Operator I
Facility Supervisor	Wastewater Treatment Plant Operator II
GIS Specialist	
IT Technology Technician	
Junior Engineer	
Maintenance Worker I	
Maintenance Worker II	
	ADMINISTRATIVE TECHNICIAN I
ACCOUNTANT I	ADMINISTRATIVE TECHNICIAN II
ACCOUNTANT II	ASSISTANT ENGINEER
ADMINISTRATIVE ASSISTANT I	ASSISTANT PLANNER
ADMINISTRATIVE ASSISTANT II	ASSOCIATE ENGINEER
ADMINISTRATIVE ASSISTANT III	ASSOCIATE PLANNER

BUILDING INSPECTOR I
BUILDING INSPECTOR II
BUILDING INSPECTOR III
CHIEF UTILITY OPERATOR
COMMUNITY SERVICE OFFICER I
COMMUNITY SERVICE OFFICER II
COMMUNITY SERVICE OFFICER III
CONSTRUCTION INSPECTOR I
CONSTRUCTION INSPECTOR II
CONSTRUCTION INSPECTOR III
CRIME & INTELLIGENCE ANALYST
CUSTOMER SERVICE
REPRESENTATIVE I
CUSTOMER SERVICE
REPRESENTATIVE II
ENGINEERING TECHNICIAN I
ENGINEERING TECHNICIAN II
HUMAN RESOURCES TECHNICIAN
INFORMATION TECHNOLOGY
TECHNICIAN
JUNIOR ENGINEER
MAINTENANCE WORKER I
MAINTENANCE WORKER II
MAINTENANCE WORKER III
OFFICE ASSISTANT I
OFFICE ASSISTANT II
PARKS AND RECREATION
ADMINISTRATOR
PERMIT TECHNICIAN
POLICE RECORDS ASSISTANT I
POLICE RECORDS ASSISTANT II
PROPERTY AND EVIDENCE
TECHNICIAN
RECREATION COORDINATOR
RECREATION SPECIALIST
SENIOR ACCOUNTING TECHNICIAN
SENIOR BUILDING INSPECTOR
SENIOR CUSTOMER SERVICE
REPRESENTATIVE
SENIOR ENGINEERING TECHNICIAN
SENIOR RECREATION LEADER
SOLID WASTE&RESOURCE
CONSERV. COORD.
UTILITY OPERATOR I
UTILITY OPERATOR II

UTILITY OPERATOR III
WATER METER READER I
WATER METER READER II

CITY OF LATHROP
 GRADE-STEP TABLE
 Eff. 07/09/2022

GRADE	CLASSIFICATION	UNIT		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
20			hourly	\$ 15,1826	\$ 15,9418	\$ 16,7390	\$ 17,5759	\$ 18,4547
			bi-weekly	1,215	1,275	1,339	1,406	1,476
			monthly	2,632	2,763	2,901	3,046	3,199
			annual	31,580	33,159	34,817	36,558	38,386
21			hourly	\$ 15,5622	\$ 16,3405	\$ 17,1573	\$ 18,0152	\$ 18,9161
			bi-weekly	1,245	1,307	1,373	1,441	1,513
			monthly	2,697	2,832	2,974	3,123	3,279
			annual	32,369	33,988	35,687	37,472	39,345
22			hourly	\$ 15,9508	\$ 16,7486	\$ 17,5858	\$ 18,4651	\$ 19,3882
			bi-weekly	1,276	1,340	1,407	1,477	1,551
			monthly	2,765	2,903	3,048	3,201	3,361
			annual	33,178	34,837	36,578	38,407	40,327
23			hourly	\$ 16,3500	\$ 17,1676	\$ 18,0260	\$ 18,9275	\$ 19,8735
			bi-weekly	1,308	1,373	1,442	1,514	1,590
			monthly	2,834	2,976	3,125	3,281	3,445
			annual	34,008	35,709	37,494	39,369	41,337
24			hourly	\$ 16,7590	\$ 17,5970	\$ 18,4765	\$ 19,4004	\$ 20,3704
			bi-weekly	1,341	1,408	1,478	1,552	1,630
			monthly	2,905	3,050	3,203	3,363	3,531
			annual	34,859	36,602	38,431	40,353	42,371
25			hourly	\$ 17,1780	\$ 18,0365	\$ 18,9384	\$ 19,8855	\$ 20,8799
			bi-weekly	1,374	1,443	1,515	1,591	1,670
			monthly	2,978	3,126	3,283	3,447	3,619
			annual	35,730	37,516	39,392	41,362	43,430
26			hourly	\$ 17,6073	\$ 18,4877	\$ 19,4120	\$ 20,3825	\$ 21,4016
			bi-weekly	1,409	1,479	1,553	1,631	1,712
			monthly	3,052	3,205	3,365	3,533	3,710
			annual	36,623	38,454	40,377	42,395	44,515
27	RECREATION LEADER	UNREP	hourly	\$ 18,0474	\$ 18,9498	\$ 19,8976	\$ 20,8925	\$ 21,9369
			bi-weekly	1,444	1,516	1,592	1,671	1,755
			monthly	3,128	3,285	3,449	3,621	3,802
			annual	37,539	39,416	41,387	43,456	45,629
28			hourly	\$ 18,4986	\$ 19,4235	\$ 20,3947	\$ 21,4144	\$ 22,4854
			bi-weekly	1,480	1,554	1,632	1,713	1,799
			monthly	3,206	3,367	3,535	3,712	3,897
			annual	38,477	40,401	42,421	44,542	46,770
29			hourly	\$ 18,9612	\$ 19,9092	\$ 20,9046	\$ 21,9498	\$ 23,0474
			bi-weekly	1,517	1,593	1,672	1,756	1,844
			monthly	3,287	3,451	3,623	3,805	3,995
			annual	39,439	41,411	43,482	45,656	47,939
30			hourly	\$ 19,4351	\$ 20,4068	\$ 21,4271	\$ 22,4985	\$ 23,6235
			bi-weekly	1,555	1,633	1,714	1,800	1,890
			monthly	3,369	3,537	3,714	3,900	4,095
			annual	40,425	42,446	44,568	46,797	49,137
31			hourly	\$ 19,9211	\$ 20,9169	\$ 21,9629	\$ 23,0609	\$ 24,2140
			bi-weekly	1,594	1,673	1,757	1,845	1,937
			monthly	3,453	3,626	3,807	3,997	4,197
			annual	41,436	43,507	45,683	47,967	50,365
32	OFFICE ASSISTANT I SENIOR RECREATION LEADER	SEIU SEIU	hourly	\$ 20,4190	\$ 21,4398	\$ 22,5120	\$ 23,6372	\$ 24,8193
			bi-weekly	1,634	1,715	1,801	1,891	1,986
			monthly	3,539	3,716	3,902	4,097	4,302
			annual	42,472	44,595	46,825	49,165	51,624
33			hourly	\$ 20,9294	\$ 21,9759	\$ 23,0746	\$ 24,2286	\$ 25,4399
			bi-weekly	1,674	1,758	1,846	1,938	2,035
			monthly	3,628	3,809	4,000	4,200	4,410
			annual	43,533	45,710	47,995	50,395	52,915
34			hourly	\$ 21,4527	\$ 22,5255	\$ 23,6518	\$ 24,8345	\$ 26,0759
			bi-weekly	1,716	1,802	1,892	1,987	2,086
			monthly	3,718	3,904	4,100	4,305	4,520
			annual	44,622	46,853	49,196	51,656	54,238
35	OFFICE ASSISTANT II	SEIU	hourly	\$ 21,9892	\$ 23,0884	\$ 24,2428	\$ 25,4548	\$ 26,7277
			bi-weekly	1,759	1,847	1,939	2,036	2,138
			monthly	3,811	4,002	4,202	4,412	4,633
			annual	45,738	48,024	50,425	52,946	55,594
36			hourly	\$ 22,5389	\$ 23,6656	\$ 24,8491	\$ 26,0913	\$ 27,3960
			bi-weekly	1,803	1,893	1,988	2,087	2,192
			monthly	3,907	4,102	4,307	4,522	4,749
			annual	46,881	49,225	51,686	54,270	56,984
37	RECREATION SPECIALIST	SEIU	hourly	\$ 23,1021	\$ 24,2571	\$ 25,4701	\$ 26,7438	\$ 28,0807
			bi-weekly	1,848	1,941	2,038	2,140	2,246
			monthly	4,004	4,205	4,415	4,636	4,867
			annual	48,052	50,455	52,978	55,627	58,408

CITY OF LATHROP
GRADE-STEP TABLE
Eff. 07/09/2022

*FOR REFERENCE USE ONLY

Adopted Per Resolution No 22- _ _ _

GRADE	CLASSIFICATION	UNIT		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
38			hourly	\$ 23,680	\$ 24,863	\$ 26,106	\$ 27,412	\$ 28,782
			bi-weekly	1,894	1,989	2,089	2,193	2,303
			monthly	4,105	4,310	4,525	4,751	4,989
			annual	49,254	51,717	54,302	57,017	59,869
39			hourly	\$ 24,271	\$ 25,485	\$ 26,759	\$ 28,097	\$ 29,502
			bi-weekly	1,942	2,039	2,141	2,248	2,360
			monthly	4,207	4,417	4,638	4,870	5,114
			annual	50,485	53,010	55,660	58,443	61,365
40			hourly	\$ 24,878	\$ 26,122	\$ 27,428	\$ 28,801	\$ 30,240
			bi-weekly	1,990	2,090	2,194	2,304	2,419
			monthly	4,312	4,528	4,754	4,992	5,242
			annual	51,748	54,336	57,052	59,904	62,899
41	ADMINISTRATIVE ASSISTANT I WATER METER READER I MAINTENANCE WORKER I	SEIU	hourly	\$ 25,506	\$ 26,775	\$ 28,114	\$ 29,521	\$ 30,960
			bi-weekly	2,040	2,142	2,249	2,362	2,480
			monthly	4,420	4,641	4,873	5,117	5,373
			annual	53,041	55,693	58,478	61,402	64,472
42	CUSTOMER SERVICE REPRESENTATIVE I	SEIU	hourly	\$ 26,138	\$ 27,449	\$ 28,817	\$ 30,252	\$ 31,771
			bi-weekly	2,091	2,196	2,305	2,421	2,542
			monthly	4,531	4,757	4,995	5,245	5,507
			annual	54,367	57,085	59,940	62,937	66,084
43	POLICE OFFICER TRAINEE POLICE RECORDS ASSISTANT I	NON-SWORN SEIU	hourly	\$ 26,791	\$ 28,132	\$ 29,537	\$ 31,015	\$ 32,561
			bi-weekly	2,143	2,250	2,363	2,481	2,605
			monthly	4,644	4,876	5,120	5,376	5,645
			annual	55,726	58,513	61,438	64,510	67,735
44	INFORMATION TECHNOLOGY TECHNICIAN	SEIU	hourly	\$ 27,461	\$ 28,834	\$ 30,262	\$ 31,789	\$ 33,375
			bi-weekly	2,197	2,307	2,422	2,543	2,670
			monthly	4,760	4,998	5,248	5,510	5,786
			annual	57,119	59,975	62,974	66,123	69,429
45	ADMINISTRATIVE ASSISTANT II RECREATION COORDINATOR WATER METER READER II MAINTENANCE WORKER II	SEIU	hourly	\$ 28,147	\$ 29,551	\$ 31,030	\$ 32,584	\$ 34,213
			bi-weekly	2,252	2,364	2,483	2,607	2,737
			monthly	4,879	5,123	5,379	5,648	5,930
			annual	58,547	61,475	64,549	67,776	71,165
46	POLICE RECORDS ASSISTANT II	SEIU	hourly	\$ 28,851	\$ 30,291	\$ 31,807	\$ 33,394	\$ 35,061
			bi-weekly	2,308	2,424	2,545	2,672	2,806
			monthly	5,001	5,251	5,514	5,789	6,079
			annual	60,012	63,012	66,162	69,471	72,944
47	PERMIT TECHNICIAN ADMINISTRATIVE TECHNICIAN I ADMINISTRATIVE ASSISTANT III HUMAN RESOURCES TECHNICIAN	SEIU	hourly	\$ 29,572	\$ 31,051	\$ 32,603	\$ 34,234	\$ 35,945
			bi-weekly	2,366	2,484	2,608	2,739	2,876
			monthly	5,126	5,382	5,651	5,934	6,231
			annual	61,511	64,587	67,816	71,207	74,767
48	MAINTENANCE WORKER III SOLID WASTE&RESOURCE CONSERV COORD	SEIU	hourly	\$ 30,312	\$ 31,828	\$ 33,419	\$ 35,089	\$ 36,847
			bi-weekly	2,425	2,546	2,674	2,807	2,948
			monthly	5,254	5,517	5,793	6,082	6,386
			annual	63,049	66,202	69,512	72,987	76,637
49	PROPERTY AND EVIDENCE TECHNICIAN CUSTOMER SERVICE REPRESENTATIVE II	SEIU	hourly	\$ 31,069	\$ 32,624	\$ 34,254	\$ 35,966	\$ 37,765
			bi-weekly	2,486	2,610	2,740	2,877	3,021
			monthly	5,385	5,655	5,937	6,234	6,546
			annual	64,625	67,857	71,250	74,813	78,553
50	ENGINEERING TECHNICIAN I	SEIU	hourly	\$ 31,846	\$ 33,439	\$ 35,111	\$ 36,864	\$ 38,709
			bi-weekly	2,548	2,675	2,809	2,949	3,097
			monthly	5,520	5,796	6,086	6,390	6,710
			annual	66,241	69,553	73,031	76,682	80,516
51	CRIME & INTELLIGENCE ANALYST SENIOR ADMINISTRATIVE ASSISTANT ADMINISTRATIVE TECHNICIAN II SENIOR CUSTOMER SERVICE REPRESENTATIVE	SEIU	hourly	\$ 32,643	\$ 34,274	\$ 35,989	\$ 37,785	\$ 39,677
			bi-weekly	2,611	2,742	2,879	3,023	3,174
			monthly	5,658	5,941	6,238	6,550	6,877
			annual	67,897	71,293	74,857	78,600	82,530
52	ACCOUNTANT I BUILDING INSPECTOR I COMMUNITY SERVICE OFFICER I HR ANALYST I UTILITY OPERATOR I	SEIU	hourly	\$ 33,458	\$ 35,131	\$ 36,884	\$ 38,727	\$ 40,664
			bi-weekly	2,677	2,811	2,951	3,099	3,254
			monthly	5,800	6,089	6,394	6,714	7,049
			annual	69,594	73,074	76,728	80,564	84,592
53	CONSTRUCTION INSPECTOR I POLICE RECORDS SUPERVISOR LEGAL SECRETARY	SEIU LMCEA LMCEA	hourly	\$ 34,295	\$ 36,009	\$ 37,810	\$ 39,701	\$ 41,683
			bi-weekly	2,744	2,881	3,025	3,176	3,335
			monthly	5,945	6,242	6,554	6,882	7,226
			annual	71,335	74,901	78,646	82,578	86,708
54	ENGINEERING TECHNICIAN II EXECUTIVE ASSISTANT	SEIU LMCEA	hourly	\$ 35,152	\$ 36,910	\$ 38,758	\$ 40,693	\$ 42,728
			bi-weekly	2,812	2,953	3,100	3,255	3,418
			monthly	6,093	6,398	6,718	7,054	7,406
			annual	73,118	76,774	80,612	84,643	88,875
55	BUILDING INSPECTOR II COMMUNITY SERVICE OFFICER II SENIOR ACCOUNTING TECHNICIAN	SEIU	hourly	\$ 36,031	\$ 37,832	\$ 39,724	\$ 41,709	\$ 43,796
			bi-weekly	2,883	3,027	3,178	3,337	3,504
			monthly	6,245	6,558	6,886	7,230	7,591
			annual	74,946	78,693	82,628	86,759	91,097

**CITY OF LATHROP
GRADE-STEP TABLE
Eff. 07/09/2022**

Adopted Per Resolution No. 22-_____

**FOR REFERENCE USE ONLY*

GRADE	CLASSIFICATION	UNIT		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
56	ACCOUNTANT II	SEIU	hourly	\$ 36,9325	\$ 38,7789	\$ 40,7180	\$ 42,7540	\$ 44,8914
	MANAGEMENT ANALYST I (CONFIDENTIAL)	LMCEA	bi-weekly	2,955	3,102	3,257	3,420	3,591
	DEPUTY CITY CLERK	LMCEA	monthly	6,402	6,722	7,058	7,411	7,781
	HR ANALYST II	LMCEA	annual	76,820	80,660	84,693	88,928	93,374
	UTILITY OPERATOR II	SEIU						
57	CONSTRUCTION INSPECTOR II	SEIU	hourly	\$ 37,8556	\$ 39,7484	\$ 41,7360	\$ 43,8225	\$ 46,0138
	CUSTOMER SERVICE SUPERVISOR	LMCEA	bi-weekly	3,028	3,180	3,339	3,506	3,681
	LEGAL ASSISTANT	LMCEA	monthly	6,562	6,890	7,234	7,596	7,976
	PARKS & RECREATION SUPERVISOR	LMCEA	annual	78,740	82,677	86,811	91,151	95,709
58	ASSISTANT PLANNER	SEIU	hourly	\$ 38,8020	\$ 40,7421	\$ 42,7793	\$ 44,9180	\$ 47,1642
	JUNIOR ENGINEER	SEIU	bi-weekly	3,104	3,259	3,422	3,593	3,773
	SENIOR ENGINEERING TECHNICIAN	SEIU	monthly	6,726	7,062	7,415	7,786	8,175
			annual	80,708	84,744	88,981	93,429	98,101
59	BUILDING INSPECTOR III	SEIU	hourly	\$ 39,7721	\$ 41,7608	\$ 43,8487	\$ 46,0409	\$ 48,3433
	CHIEF UTILITY OPERATOR	SEIU	bi-weekly	3,182	3,341	3,508	3,683	3,867
	COMMUNITY SERVICE OFFICER III	SEIU	monthly	6,894	7,239	7,600	7,980	8,380
	MAINTENANCE SERVICES SUPERVISOR	LMCEA	annual	82,726	86,862	91,205	95,765	100,554
60	EXECUTIVE ASSISTANT TO THE CITY MANAGER	LMCEA	hourly	\$ 40,7666	\$ 42,8049	\$ 44,9451	\$ 47,1924	\$ 49,5518
	LANDSCAPE & IRRIGATION SPECIALIST	LMCEA	bi-weekly	3,261	3,424	3,596	3,775	3,964
	MANAGEMENT ANALYST II (CONFIDENTIAL)	LMCEA	monthly	7,066	7,420	7,790	8,180	8,589
	INFORMATION TECHNOLOGY ENGINEER I	LMCEA	annual	84,795	89,034	93,486	98,160	103,068
61	POLICE SERVICES MANAGER	LMCEA	hourly	\$ 41,7855	\$ 43,8750	\$ 46,0685	\$ 48,3719	\$ 50,7906
	CONSTRUCTION INSPECTOR III	SEIU	bi-weekly	3,343	3,510	3,685	3,870	4,063
	UTILITY MAINTENANCE SUPERVISOR	LMCEA	monthly	7,243	7,605	7,985	8,384	8,804
	UTILITY OPERATOR III	SEIU	annual	86,914	91,260	95,823	100,614	105,645
62	WASTEWATER TREATMENT PLANT SUPERVISOR	LMCEA	hourly	\$ 42,8302	\$ 44,9718	\$ 47,2202	\$ 49,5814	\$ 52,0603
			bi-weekly	3,426	3,598	3,778	3,967	4,165
			monthly	7,424	7,795	8,185	8,594	9,024
			annual	89,087	93,541	98,218	103,129	108,285
63	SENIOR BUILDING INSPECTOR	SEIU	hourly	\$ 43,9011	\$ 46,0961	\$ 48,4010	\$ 50,8207	\$ 53,3617
	ASSOCIATE PLANNER	SEIU	bi-weekly	3,512	3,688	3,872	4,066	4,269
			monthly	7,610	7,990	8,389	8,809	9,249
			annual	91,314	95,880	100,674	105,707	110,992
64	ASSISTANT ENGINEER	SEIU	hourly	\$ 44,9984	\$ 47,2482	\$ 49,6108	\$ 52,0915	\$ 54,6959
	PARKS AND RECREATION ADMINISTRATOR	SEIU	bi-weekly	3,600	3,780	3,969	4,167	4,376
	RECREATION MANAGER	LMCEA	monthly	7,800	8,190	8,599	9,029	9,481
	PARKS AND FACILITIES MANAGER	LMCEA	annual	93,597	98,276	103,191	108,350	113,768
	STREETS AND OPERATIONS MANAGER	LMCEA						
65	BUDGET MANAGER	LMCEA	hourly	\$ 46,1235	\$ 48,4298	\$ 50,8511	\$ 53,3937	\$ 56,0636
	SENIOR ACCOUNTANT	LMCEA	bi-weekly	3,690	3,874	4,068	4,271	4,485
	POLICE OFFICER	SWORN	monthly	7,995	8,394	8,814	9,255	9,718
			annual	95,937	100,734	105,770	111,059	116,612
66			hourly	\$ 47,2765	\$ 49,6403	\$ 52,1224	\$ 54,7284	\$ 57,4652
			bi-weekly	3,782	3,971	4,170	4,378	4,597
			monthly	8,195	8,604	9,035	9,486	9,961
			annual	98,335	103,252	108,415	113,835	119,528
67	COMMUNITY SERVICES SUPERVISOR	LMCEA	hourly	\$ 48,4584	\$ 50,8815	\$ 53,4254	\$ 56,0971	\$ 58,9014
	INFORMATION TECHNOLOGY ENGINEER II	LMCEA	bi-weekly	3,877	4,071	4,274	4,488	4,712
	HUMAN RESOURCES MANAGER	EXEMPT	monthly	8,399	8,819	9,260	9,723	10,210
	SENIOR MANAGEMENT ANALYST	LMCEA	annual	100,793	105,834	111,125	116,682	122,515
	SPECIAL DISTRICTS MANAGER	LMCEA						
68	PERMIT AND PLAN CHECK SUPERVISOR	LMCEA	hourly	\$ 49,6697	\$ 52,1535	\$ 54,7610	\$ 57,4991	\$ 60,3742
			bi-weekly	3,974	4,172	4,381	4,600	4,830
			monthly	8,609	9,040	9,492	9,967	10,465
			annual	103,313	108,479	113,903	119,598	125,578
69	UTILITY PLANT SUPERVISOR	LMCEA	hourly	\$ 50,9116	\$ 53,4572	\$ 56,1303	\$ 58,9366	\$ 61,8834
	SENIOR PLANNER	LMCEA	bi-weekly	4,073	4,277	4,490	4,715	4,951
			monthly	8,825	9,266	9,729	10,216	10,726
			annual	105,896	111,191	116,751	122,588	128,717
70	ASSOCIATE ENGINEER	SEIU	hourly	\$ 52,1846	\$ 54,7939	\$ 57,5333	\$ 60,4101	\$ 63,4305
			bi-weekly	4,175	4,384	4,603	4,833	5,074
			monthly	9,045	9,498	9,972	10,471	10,995
			annual	108,544	113,971	119,669	125,653	131,935
71	PARKS AND RECREATION SUPERINTENDENT	LMCEA	hourly	\$ 53,4893	\$ 56,1635	\$ 58,9717	\$ 61,9201	\$ 65,0162
	INFORMATION TECHNOLOGY ENGINEER III	LMCEA	bi-weekly	4,279	4,493	4,718	4,954	5,201
			monthly	9,271	9,735	10,222	10,733	11,269
			annual	111,258	116,820	122,661	128,794	135,234
72	POLICE SERGEANT	SWORN	hourly	\$ 54,8264	\$ 57,5677	\$ 60,4462	\$ 63,4683	\$ 66,6417
			bi-weekly	4,386	4,605	4,836	5,077	5,331
			monthly	9,503	9,978	10,477	11,001	11,551
			annual	114,039	119,741	125,728	132,014	138,615

**CITY OF LATIROP
GRADE-STEP TABLE
Eff. 07/09/2022**

Adopted Per Resolution No. 22- _____

*FOR REFERENCE USE ONLY

GRADE	CLASSIFICATION	UNIT		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
73	ASSISTANT CHIEF BUILDING OFFICIAL	LMCEA	hourly	\$ 56,1968	\$ 59,0067	\$ 61,9573	\$ 65,0550	\$ 68,3077
			bi-weekly	4,496	4,721	4,957	5,204	5,465
			monthly	9,741	10,228	10,739	11,276	11,840
			annual	116,889	122,734	128,871	135,314	142,080
74	CITY CLERK SENIOR CIVIL ENGINEER PRINCIPAL PLANNER FINANCE MANAGER	EXEMPT LMCEA LMCEA LMCEA	hourly	\$ 57,6021	\$ 60,4820	\$ 63,5059	\$ 66,6813	\$ 70,0153
			bi-weekly	4,608	4,839	5,080	5,335	5,601
			monthly	9,984	10,484	11,008	11,558	12,136
			annual	119,812	125,803	132,092	138,697	145,632
75			hourly	\$ 59,0422	\$ 61,9941	\$ 65,0936	\$ 68,3485	\$ 71,7657
			bi-weekly	4,723	4,960	5,207	5,468	5,741
			monthly	10,234	10,746	11,283	11,847	12,439
			annual	122,808	128,948	135,395	142,165	149,273
76	ACCOUNTING MANAGER CONSTRUCTION SUPERINTENDENT DEPUTY DIRECTOR OF PARKS, REC & MAINT SERVICES PARKS PROJECT MANAGER PROJECTS MANAGER UTILITY OPERATIONS SUPERINTENDENT	LMCEA LMCEA LMCEA LMCEA LMCEA	hourly	\$ 60,5180	\$ 63,5440	\$ 66,7210	\$ 70,0571	\$ 73,5599
			bi-weekly	4,841	5,084	5,338	5,605	5,885
			monthly	10,490	11,014	11,565	12,143	12,750
			annual	125,877	132,172	138,780	145,719	153,005
77	ASSISTANT CITY ATTORNEY CHIEF BUILDING OFFICIAL	EXEMPT EXEMPT	hourly	\$ 62,0307	\$ 65,1325	\$ 68,3890	\$ 71,8084	\$ 75,3989
			bi-weekly	4,962	5,211	5,471	5,745	6,032
			monthly	10,752	11,290	11,854	12,447	13,069
			annual	129,024	135,476	142,249	149,361	156,830
78	DEPUTY FINANCE DIRECTOR	LMCEA	hourly	\$ 63,5819	\$ 66,7607	\$ 70,0988	\$ 73,6037	\$ 77,2841
			bi-weekly	5,087	5,341	5,608	5,888	6,183
			monthly	11,021	11,572	12,150	12,758	13,396
			annual	132,250	138,862	145,806	153,096	160,751
2022 Compensation May Be Subject to CalPERS Compensation Limits Beginning at Grade 79/Step 5								
79	ECONOMIC DEVELOPMENT ADMINISTRATOR LAND DEVELOPMENT MANAGER	LMCEA LMCEA	hourly	\$ 65,1713	\$ 68,4296	\$ 71,8516	\$ 75,4439	\$ 79,2161
			bi-weekly	5,214	5,474	5,748	6,036	6,337
			monthly	11,296	11,861	12,454	13,077	13,731
			annual	135,556	142,333	149,451	156,923	164,770
80	ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR CHIEF PLANNING OFFICIAL PRINCIPAL ENGINEER	LMCEA LMCEA LMCEA	hourly	\$ 66,8004	\$ 70,1406	\$ 73,6476	\$ 77,3299	\$ 81,1964
			bi-weekly	5,344	5,611	5,892	6,186	6,496
			monthly	11,579	12,158	12,766	13,404	14,074
			annual	138,945	145,892	153,187	160,846	168,889
81	SENIOR CONSTRUCTION MANAGER CHIEF INFORMATION OFFICER	LMCEA EXEMPT	hourly	\$ 68,4708	\$ 71,8943	\$ 75,4893	\$ 79,2636	\$ 83,2266
			bi-weekly	5,478	5,752	6,039	6,341	6,658
			monthly	11,868	12,462	13,085	13,739	14,426
			annual	142,419	149,540	157,018	164,868	173,111
82	ASSISTANT PUBLIC WORKS DIRECTOR POLICE COMMANDER	LMCEA SWORN	hourly	\$ 70,1823	\$ 73,6918	\$ 77,3761	\$ 81,2447	\$ 85,3074
			bi-weekly	5,615	5,895	6,190	6,500	6,825
			monthly	12,165	12,773	13,412	14,082	14,787
			annual	145,979	153,279	160,942	168,989	177,439
83			hourly	\$ 71,9370	\$ 75,5337	\$ 79,3105	\$ 83,2756	\$ 87,4396
			bi-weekly	5,755	6,043	6,345	6,662	6,995
			monthly	12,469	13,092	13,747	14,434	15,156
			annual	149,629	157,110	164,966	173,213	181,874
84			hourly	\$ 73,7352	\$ 77,4222	\$ 81,2931	\$ 85,3576	\$ 89,6260
			bi-weekly	5,899	6,194	6,503	6,829	7,170
			monthly	12,781	13,420	14,091	14,795	15,535
			annual	153,369	161,038	169,090	177,544	186,422
85	DIRECTOR OF HUMAN RESOURCES DIRECTOR OF PARKS, RECREATION & MAINT SERVICES DIRECTOR OF GOVERNMENT SERVICES/CITY CLERK DIRECTOR OF INFORMATION SYSTEMS	EXEMPT EXEMPT EXEMPT EXEMPT	hourly	\$ 75,5786	\$ 79,3577	\$ 83,3256	\$ 87,4918	\$ 91,8663
			bi-weekly	6,046	6,349	6,666	6,999	7,349
			monthly	13,100	13,755	14,443	15,165	15,923
			annual	157,203	165,064	173,317	181,983	191,082
86	CITY ENGINEER (7/1/22)	EXEMPT	hourly	\$ 77,4680	\$ 81,3416	\$ 85,4086	\$ 89,6790	\$ 94,1630
			bi-weekly	6,197	6,507	6,833	7,174	7,533
			monthly	13,428	14,099	14,804	15,544	16,322
			annual	161,133	169,191	177,650	186,532	195,859
87	DIRECTOR OF FINANCE	EXEMPT	hourly	\$ 79,4049	\$ 83,3752	\$ 87,5440	\$ 91,9210	\$ 96,5172
			bi-weekly	6,352	6,670	7,004	7,354	7,721
			monthly	13,764	14,452	15,174	15,933	16,730
			annual	165,162	173,421	182,092	191,196	200,756
88	DIRECTOR OF COMMUNITY DEVELOPMENT DIRECTOR OF PUBLIC WORKS	EXEMPT EXEMPT	hourly	\$ 81,3900	\$ 85,4594	\$ 89,7323	\$ 94,2190	\$ 98,9300
			bi-weekly	6,511	6,837	7,179	7,538	7,914
			monthly	14,108	14,813	15,554	16,331	17,148
			annual	169,291	177,756	186,643	195,975	205,774
89			hourly	\$ 83,4248	\$ 87,5960	\$ 91,9760	\$ 96,5748	\$ 101,4033
			bi-weekly	6,674	7,008	7,358	7,726	8,112
			monthly	14,460	15,183	15,943	16,740	17,577
			annual	173,524	182,200	191,310	200,876	210,919

**CITY OF LATHROP
GRADE-STEP TABLE
Eff. 07/09/2022**

GRADE	CLASSIFICATION	UNIT		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
90			hourly	\$ 85,5106	\$ 89,7858	\$ 94,2752	\$ 98,9890	\$ 103,9385
			bi-weekly	6,841	7,183	7,542	7,919	8,315
			monthly	14,822	15,563	16,341	17,158	18,016
			annual	177,862	186,755	196,092	205,897	216,192
91	ASSISTANT CITY MANAGER	EXEMPT	hourly	\$ 87,6482	\$ 92,0303	\$ 96,6322	\$ 101,4640	\$ 106,5371
			bi-weekly	7,012	7,362	7,731	8,117	8,523
			monthly	15,192	15,952	16,750	17,587	18,466
			annual	182,308	191,423	200,995	211,045	221,597
92			hourly	\$ 89,8456	\$ 94,3384	\$ 99,0496	\$ 104,0000	\$ 109,2000
			bi-weekly	7,188	7,547	7,924	8,320	8,736
			monthly	15,573	16,352	17,169	18,027	18,928
			annual	186,879	196,224	206,023	216,320	227,136
93			hourly	\$ 92,0920	\$ 96,6888	\$ 101,5248	\$ 106,6000	\$ 111,9352
			bi-weekly	7,367	7,735	8,122	8,528	8,955
			monthly	15,963	16,759	17,598	18,477	19,402
			annual	191,551	201,113	211,172	221,728	232,825
94	POLICE CHIEF	EXEMPT	hourly	\$ 94,3904	\$ 99,1120	\$ 104,0624	\$ 109,2728	\$ 114,7328
			bi-weekly	7,551	7,929	8,325	8,742	9,179
			monthly	16,361	17,179	18,037	18,941	19,887
			annual	196,332	206,153	216,450	227,288	238,644
95			hourly	\$ 96,7408	\$ 101,5768	\$ 106,6624	\$ 111,9872	\$ 117,5928
			bi-weekly	7,739	8,126	8,533	8,959	9,407
			monthly	16,768	17,607	18,488	19,411	20,383
			annual	201,221	211,280	221,858	232,933	244,593
96			hourly	\$ 99,1640	\$ 104,1248	\$ 109,3248	\$ 114,7952	\$ 120,5360
			bi-weekly	7,933	8,330	8,746	9,184	9,643
			monthly	17,188	18,048	18,950	19,898	20,893
			annual	206,261	216,580	227,396	238,774	250,715

CONTRACT								
	CITY ATTORNEY	EXEMPT	annual	\$ 236,404				
	CITY MANAGER	EXEMPT	annual	\$ 251,291				

Changes
Added

Adjustments

Deletions

ITEM 4.5

CITY MANAGER'S REPORT APRIL 11, 2022 CITY COUNCIL REGULAR MEETING

ITEM: APPROVAL OF PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH EKI ENVIRONMENT & WATER, INC. FOR INTEGRATED WATER RESOURCES MASTER PLAN AMENDMENT, CIP PW 22-19 AND CIP WW 22-24 AND RELATED BUDGET AMENDMENT

RECOMMENDATION: Adopt Resolution Approving Professional Consulting Services Agreement with EKI Environment & Water, Inc. for Integrated Water Resources Master Plan Amendment, CIP PW 22-19 (Water) and CIP WW 22-24 (Wastewater and Recycled Water) and Related Budget Amendment

SUMMARY:

The Public Works Department is responsible for management and maintenance of City water, sewer, and recycled water facilities. A key tool in accomplishing this task is master plan documents collectively referred to as the City's Integrated Water Resources Master Plan (IWRMP). The IWRMP examines the existing utility systems and provides recommendations to ensure the City has adequate facilities to support future growth, support operations, budgeting, utility rate studies and Capital Improvement Project (CIP) programming.

An update is needed to the City's current IWRMP to account for recent development, proposed land use changes and new regulatory requirements. City has applied for and awarded a Regional Early Action Planning (REAP) grant in the amount of \$55,980 from the San Joaquin Council of Governments (SJCOG) for the City's Integrated Water Resources Master Plan.

Staff is requesting that Council approve an agreement with EKI Environment & Water, Inc. (EKI) to prepare a comprehensive IWRMP Amendment in the amount of \$421,900. Should Council approve the agreement with EKI, staff will return at a later date to review the IWRMP with Council prior to finalizing.

Sufficient funds have been allocated in the adopted FY 2021/22 Budget for CIP PW 22-19; however, staff is requesting Council approve a budget amendment to transfer \$55,980 from the State Grants Fund (2160) to CIP WW 22-24.

BACKGROUND:

The IWRMP is used to forecast and update water and sewer demand projections, address changes in regulatory requirements, population and growth projections, proposed land use, climate change and other factors.

CITY MANAGER’S REPORT **PAGE 2**
APRIL 11, 2022 CITY COUNCIL REGULAR MEETING
APPROVAL OF PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH
EKI ENVIRONMENT & WATER, INC. FOR INTEGRATED WATER RESOURCES
MASTER PLAN AMENDMENT, CIP PW 22-19 AND WW 22-24

The IWRMP is necessary for implementation of the City’s General Plan and to support utility operations, budget, rate studies, and is used as the basis for CIP programming, developing land use planning and development fees.

In 2016, EKI and De Novo assisted the City to update the IWRMP and prepare the associated project Environmental Impact Report which were approved and adopted by Council in December 2019.

REASON FOR RECOMMENDATION:

Approval of an agreement with EKI is recommended to provide a comprehensive amendment to the City’s water, sewer, and recycled water master plan documents in order to support growth in the City while maintaining safe, reliable utility services for existing users.

FISCAL IMPACT:

The cost of the agreement with EKI to provide the IWRMP Amendment is \$421,900. The cost to update each component of the IWRMP is as follows:

Master Plan Update Component	Cost
Water System Master Plan Amendment (PW 22-19)	\$148,000
Recycled Water System Master Plan Amendment (WW 22-24)	\$90,500
Wastewater System Master Plan Amendment (WW 22-24)	\$183,400

Sufficient funds have been allocated in the adopted FY 2021/22 Budget for CIP PW 22-19 IWRMP Update (Water); however, funds approved for CIP WW 22-24 IWRMP Update (Wastewater and Recycled Water) are insufficient to approve the agreement with EKI to prepare the IWRMP Amendment. City has applied for and awarded an REAP grant for \$55,980 from SJCOG for the City’s Integrated Water Resources Master Plan. Therefore, staff requests Council approve the following budget amendment:

Increase Revenue		
2160-80-00-331-05-00		\$55,980
Increase Transfer Out		
2160-99-00-990-9010		\$55,980
Increase Transfer In		
6090-99-00-393-00-00	CIP WW 22-24	\$55,980
Increase Appropriation		
6090-80-00-420-83-00	CIP WW 22-24	\$55,980

APRIL 11, 2022 CITY COUNCIL REGULAR MEETING**APPROVAL OF PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH EKI ENVIRONMENT & WATER, INC. FOR INTEGRATED WATER RESOURCES MASTER PLAN AMENDMENT, CIP PW 22-19 AND WW 22-24**

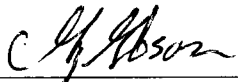
Staff is working with each developer to ensure that they fund their proportionate share of the IWRMP. Any additional funds received from development will be placed in the appropriate CIP and will be accounted for at the end of the fiscal year.

ATTACHMENTS:

- A. Resolution Approving Professional Consulting Services Agreement with EKI Environment & Water, Inc. for Integrated Water Resources Master Plan Amendment, CIP PW 22-19 (Water) and CIP WW 22-24 (Wastewater and Recycled Water) and Related Budget Amendment
- B. Professional Consulting Services Agreement with EKI Environment & Water, Inc., for Integrated Water Resources Master Plan Amendment, CIP PW 22-19 (Water) and CIP WW 22-24 (Wastewater and Recycled Water)

CITY MANAGER'S REPORT **PAGE 4**
APRIL 11, 2022 CITY COUNCIL REGULAR MEETING
APPROVAL OF PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH
EKI ENVIRONMENT & WATER, INC. FOR INTEGRATED WATER RESOURCES
MASTER PLAN AMENDMENT, CIP PW 22-19 AND WW 22-24

APPROVALS:



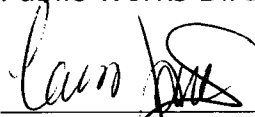
Greg Gibson
Senior Civil Engineer

03/31/2022
Date




Michael King
Public Works Director

4.1.2022
Date



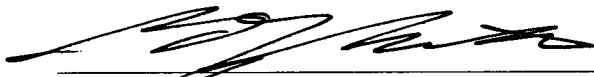
Cari James
Finance Director

4/5/2022
Date



Salvador Navarrete
City Attorney

4.4.2022
Date



Stephen J. Salvatore
City Manager

4.6.22
Date

RESOLUTION NO. 22-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH EKI ENVIRONMENT & WATER, INC. FOR INTEGRATED WATER RESOURCES MASTER PLAN AMENDMENT, CIP PW 22-19 (WATER) AND CIP WW 22-24 (WASTEWATER AND RECYCLED WATER) AND RELATED BUDGET AMENDMENT

WHEREAS, the City’s water, sewer and recycled water master plan documents, collectively referred to as the City’s Integrated Water Resources Master Plan (IWRMP) is used to forecast and update water and sewer demand projections, address changes in regulatory requirements, population and growth projections, proposed land use, climate change and other factors; and

WHEREAS, the IWRMP is used to support updates to regulatory compliance documents, and is needed for implementation of the City’s General Plan, to support utility operations, budget, rate studies, and used as the basis for CIP programming, developing land use planning and development fees; and

WHEREAS, in 2016, EKI Environment & Water, Inc. (EKI) and De Novo Planning Group (De Novo) assisted the City to update the IWRMP and prepare the associated project Environmental Impact Report which were approved and adopted by Council in December, 2019; and

WHEREAS, since adoption of IWRMP, significant changes in projected water demands and supplies, proposed land development and other factors have necessitated a comprehensive amendment to the IWRMP; and

WHEREAS, approval of an agreement with EKI is recommended to provide a comprehensive amendment to the City’s water, sewer, and recycled water master plan documents in order to support growth in the City while maintaining safe, reliable utility services for existing users; and

WHEREAS, the cost of the agreement with EKI to provide the IWRMP Amendment is \$421,900; and

WHEREAS, the cost to update each component of the IWRMP is as follows:

Master Plan Update Component	Cost
Water System Master Plan Amendment (PW 22-19)	\$148,000
Recycled Water System Master Plan Amendment (WW 22-24)	\$90,500
Wastewater System Master Plan Amendment (WW 22-24)	\$183,400

WHEREAS, the City has applied for and awarded a Regional Early Action Planning (REAP) grant in the amount of \$55,980 from the San Joaquin Council of Governments (SJCOG) that will also be used to pay for the IWRMP Amendment; and

WHEREAS, sufficient funds have been allocated in the adopted FY 2021/22 Budget for CIP PW 22-19 IWRMP Update (Water); however, funds approved for CIP WW 22 24 IWRMP Update (Wastewater and Recycled Water) are insufficient to approve the agreement with EKI to prepare the IWRMP Amendment; and

WHEREAS, staff is requesting Council approve a budget amendment to transfer \$55,980 from the State Grants Fund (2160) to CIP WW 22-24 as follows:

Increase Revenue		
2160-80-00-331-05-00		\$55,980
Increase Transfer Out		
2160-99-00-990-9010		\$55,980
Increase Transfer In		
6090-99-00-393-00-00	CIP WW 22-24	\$55,980
Increase Appropriation		
6090-80-00-420-83-00	CIP WW 22-24	\$55,980

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby approves an agreement with EKI Environment and Water, Inc. (EKI) to provide a comprehensive amendment to the City’s Integrated Water Resources Master Plan documents for a cost not to exceed \$421,900 to be paid from CIP PW 22-19 IWRMP Update (Water) in the amount of \$148,000 for the Water System Master Plan Amendment and CIP WW 22-24 IWRMP Update (Wastewater and Recycled Water) for the Wastewater System Master Plan Amendment and the Recycled Water System Master Plan Amendment in the amount of \$273,900; and

BE IT RESOLVED, that Council also approve a budget amendment to transfer \$55,980 from the State Grants Fund (2160) to CIP WW 22-24 as detailed above.

The foregoing resolution was passed and adopted this 11th day of April 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

CITY OF LATHROP

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES WITH EKI ENVIRONMENT & WATER, INC.

TO PROVIDE THE INTEGRATED WATER RESOURCES MASTER PLAN AMENDMENT, CIP PW 22-19 (WATER) AND CIP WW 22-24 (WASTEWATER AND RECYCLED WATER)

THIS AGREEMENT, dated for convenience this 11th day of April 2022, is by and between **EKI Environment & Water, Inc.** ("CONSULTANT") and the **City of Lathrop**, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Professional Consulting Services, which are required by this agreement; and

WHEREAS, CITY selected the CONSULTANT pursuant to said qualifications; and

WHEREAS, CONSULTANT is willing to render such Professional Consulting Services, as hereinafter defined, on the following terms and conditions;

NOW, THEREFORE, CONSULTANT and the CITY agree as follows:

AGREEMENT

(1) Scope of Service

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

(2) Compensation

CITY hereby agrees to pay CONSULTANT a sum not to exceed \$421,900.00, for the Professional Consulting Services set forth in Exhibit "A", Exhibit "B", and Exhibit "C". 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", Exhibit "B", and Exhibit "C" unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's authorized representative prior to the commencement of the work. Payment is made based on a time and materials basis.

(3) Effective Date and Term

The effective date of this Agreement is **April 11, 2022**, and it shall terminate no later than **June 30, 2024**.

(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 reasonable 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 amendment.

(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 inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this agreement.

(8) Assignment of Personnel

CONSULTANT acknowledges that the CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The services shall be performed by, or under the direct supervision, of CONSULTANT's Authorized Representative: **Jonathan Sutter, P.E.** 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 \$1,000,000 (one million dollars). In the alternative, CONSULTANT may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONSULTANT, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY, and provide a waiver of subrogation endorsement in favor of the CITY, its officers, agents, employees and volunteers, for loss arising from work performed under this Agreement.

- (b) Commercial General and Automobile Liability Insurance. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than \$1,000,000 (one million dollars) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement.

If Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles, and blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 00 01 (ed. 04/13) (or equivalent) and Insurance Services Office Business Auto Coverage form CA 00 01 (ed. 03/06) (or equivalent) for owned, non-owned, and hired autos.

Coverage shall contain a waiver of subrogation in favor of the CITY.

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, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent).
- (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 shall be placed with California-admitted insurers with a Best rating of no less than A: VII.

CITY OF LATHROP – EKI ENVIRONMENT & WATER, INC.
PROFESSIONAL CONSULTING SERVICES AGREEMENT TO PROVIDE INTEGRATED WATER
RESOURCES MASTER PLAN AMENDMENT, CIP PW 22-19 AND CIP WW 22-24

- (vi) Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be cancelled except after thirty (30) days' prior written notice has been given to the City except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.
- (c) Professional Liability. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than (\$1,000,000) one million dollars per claim made and per policy aggregate covering the licensed professionals' negligent errors and omissions, as follows:
- (i) Any deductible or self-insured retention shall not exceed \$150,000 per claim.
 - (ii) Notice of cancellation, 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 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 three years after completion of the Agreement or the work. The CITY shall have the right to exercise at the CONSULTANT'S cost, any extended reporting provisions of the policy should the CONSULTANT cancel or not renew the coverage.
 - 4. A copy of the claim reporting requirements must be submitted to the CITY prior to the commencement of any work under this Agreement.
- (d) Deductibles and Self-Insured Retentions. CONSULTANT shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of the CITY's authorized representative, CONSULTANT may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers.

The CITY's authorized representative may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONSULTANT procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

- (e) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONSULTANT shall provide written notice to CITY at CONSULTANT'S earliest possible opportunity and in no case later than five days after CONSULTANT is notified of the change in coverage.
- (f) In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
 - (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - (ii) Order CONSULTANT to stop work under this Agreement or withhold any payment which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof;
 - (iii) Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONSULTANT'S breach.

(11) Indemnification - CONSULTANT'S Responsibility

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, except for any such claim arising out of the negligence or willful misconduct of the CITY, its officers, employees, agents, or volunteers or any third parties for whom CONSULTANT is not legally liable. It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2782.8 of the California Civil Code.

Notwithstanding anything to the contrary in this Agreement, the CONSULTANT shall have no duty to hire counsel to defend the CITY, but at the time of any settlement or adjudication of a matter the CONSULTANT shall pay as damages to CITY all reasonable attorney's fees and costs incurred by CITY to the extent caused by the willful misconduct or negligent acts or omissions of CONSULTANT, its employees, subcontractors, or agents. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

(12) Licenses

If a license of any kind, which term is intended to include evidence of registration, is required of CONSULTANT, its employees, agents, or subcontractors by federal or state law, CONSULTANT warrants that such license has been obtained, is valid and in good standing, and CONSULTANT shall keep it in effect at all times during the term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

(13) Business Licenses

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

(14) Termination

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

(15) Funding

CONSULTANT agrees and understands that renewal of this agreement in subsequent years is contingent upon action by the City Council consistent with the appropriations limits of Article XIII (B) of the California Constitution and that the Council may determine not to fund this agreement in subsequent years.

(16) Notices

All contracts, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) Days by delivery of a hard copy of the material sent by facsimile transmission. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

CITY OF LATHROP – EKI ENVIRONMENT & WATER, INC.
PROFESSIONAL CONSULTING SERVICES AGREEMENT TO PROVIDE INTEGRATED WATER
RESOURCES MASTER PLAN AMENDMENT, CIP PW 22-19 AND CIP WW 22-24

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: EKI Environment & Water
2001 Junipero Serra Blvd., Suite 300
Daly City, CA 94014
Phone: (650) 292-9100

(17) Miscellaneous

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) Contract Terms Prevail. All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and attached exhibits, the terms of this Agreement shall prevail.
- (c) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (d) Definitions. The definitions and terms are as defined in these specifications.
- (e) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- (f) Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- (g) Incorporation of Documents. All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.
- (h) Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, and there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.

CITY OF LATHROP – EKI ENVIRONMENT & WATER, INC.
PROFESSIONAL CONSULTING SERVICES AGREEMENT TO PROVIDE INTEGRATED WATER
RESOURCES MASTER PLAN AMENDMENT, CIP PW 22-19 AND CIP WW 22-24

- (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, upon payment to CONSULTANT of all amounts owed under this Agreement, be deemed the property of the CITY. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during the CONSULTANT's regular business hours.
- (k) Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (l) Severability. The invalidity in whole or part of any provision of this Agreement shall not void or affect the validity of any other provision of this agreement. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- (m) Status of CONSULTANT. In the exercise of rights and obligations under this Agreement, CONSULTANT acts as an independent contractor and not as an agent or employee of CITY. CONSULTANT shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONSULTANT expressly waives any and all claims to such right and benefits.
- (n) Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (o) Time of the Essence. Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.
- (p) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (q) Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

- (r) Except as may be specifically allowed under this Agreement, nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CITY or CONSULTANT. CONSULTANT's Services hereunder are being performed solely for the benefit of CITY.
- (s) In the event of any dispute between the parties arising under this Agreement, the parties shall first endeavor to settle such disputes through mediation. The parties shall bear their own attorney's fees and costs but shall share equally in the cost of the mediator. If the parties are unable to settle the dispute through mediation, the dispute shall be settled by recourse to litigation.

(18) Notice to Proceed

Prior to commencing work under this agreement, CONSULTANT shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONSULTANT for any services prior to issuance of the Notice to Proceed.

(19) Signatures

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

CITY OF LATHROP – EKI ENVIRONMENT & WATER, INC.
PROFESSIONAL CONSULTING SERVICES AGREEMENT TO PROVIDE INTEGRATED WATER
RESOURCES MASTER PLAN AMENDMENT, CIP PW 22-19 AND CIP WW 22-24

Approved as to Form:

City of Lathrop
City Attorney



4-4-2022

Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop
Public Works Director

Michael King

Date

Approved by:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

Consultant:

EKI Environment & Water, Inc.
2001 Junipero Serra Blvd, Suite 300
Daly City, CA 94014

Fed ID # 94-3087395
Business License # 20137

Signature

Date

Print Name and Title



Corporate Office
2001 Junipero Serra Boulevard, Suite 300
Daly City, CA 94014
(650) 292-9100
ekiconsult.com

25 February 2022

Greg Gibson
Senior Civil Engineer
City of Lathrop – Public Works Department
390 Towne Centre Drive
Lathrop, CA 95330

**Subject: Proposal for Water System Master Plan Amendment,
2022 Integrated Water Resources Master Plan Amendment
City of Lathrop, California
(EKI CO-161)**

Dear Mr. Gibson,

EKI Environment & Water, Inc. (EKI) is pleased to submit this proposal for consulting services to assist the City of Lathrop (City) with preparation of an amendment to its 2019 Water System Master Plan (WSMP) as part of a comprehensive amendment to the City’s 2019 Integrated Water Resources Master Plan (IWRMP).

Project Understanding and Background

EKI understands that the City is interested in completing a comprehensive amendment to the IWRMP. The existing IWRMP, which includes the City’s Water System Master Plan, Wastewater System Master Plan, and Recycled Water System Master Plan, was completed by EKI in December 2018 and approved by the City Council in December 2019 after a California Environmental Quality Act (CEQA) process.¹

Since the IWRMP was completed, new information has become available and certain planning assumptions have changed that require an amendment to the IWRMP, including the following:

- **Water Demand Information:** EKI updated the City’s unit water demand factors and water demand projections in July 2020 to support the River Islands Phase 2 development Water Supply Assessment, which were later incorporated into the City’s 2020 Urban Water Management Plan (UWMP). The updated demand evaluation was based on the City’s water use patterns observed since the 2014-2017 drought and updated development projections, which have changed most significantly in the River Islands development area. The updated analysis projected a significantly lower future water demand compared to the IWRMP, which had been based on the City’s pre-drought water use patterns. The amended IWRMP will need to incorporate these updated water

¹ Final Council-approved IWRMP is dated December 2019, but content is consistent with December 2018 Draft IWRMP. Existing WSMP is referred to as the 2019 WSMP, herein.

use factors and water demand estimates. In addition, ongoing legislation of the supplier annual water use objectives may further reduce the City's projected water demand. The Department of Water Resources (DWR) and the State Water Resources Control Board (SWRCB) submitted a report in November 2021 recommending the indoor water use efficiency standards to be reduced to 42 gallons by 2030 and beyond. The amended IWRMP will assess the implication of the ongoing legislation on the City's projected water demand.

- **Water Supply Information:** The City's water supply reliability and water supply infrastructure investments need to be reassessed based on the updated demand projections and the updated water supply projections presented in the 2020 UWMP and any subsequent updates related to the projected South County Water Supply Project (SCWSP) reliability. For example, the City's imported surface water from the SCWSP could experience significant future cutbacks in light of the Bay Delta Plan Amendment and the resolution of resultant Settlement Negotiations. Further, in recent years, the City has experienced water quality issues with its groundwater supply associated with the nearby former Occidental Chemical Corporation remediation site and detections of and new regulations associated with per- and polyfluoroalkyl substances (PFAS). These issues limit the City's ability to expand groundwater production in the future. EKI understands that the City is currently evaluating adding PFAS treatment to the Louise Avenue Water Treatment Facility (LAWTF) and an aquifer storage and recovery (ASR) project to improve water supply reliability. The amended IWRMP will incorporate findings from these evaluations.
- **New Development Facility Plans:** The Lathrop City Council approved the modified River Islands Phase 2 project on June 14, 2021. The project includes land uses changes for new development in the River Islands development area and expansion of the City's distribution system. The project's master planning documents (i.e., potable water, non-potable water, and wastewater facility technical reports) were completed in November 2020. The amended IWRMP will need to incorporate water demands and associated infrastructure for planned new development and evaluate their impacts on the overall system.
- **General Plan Update:** The City has initiated a General Plan Update and filed a Notice of Preparation for the Environmental Impact Report in October 2021. The City anticipates completing the General Plan Update in 2022. EKI will update the growth projections in the amended IWRMP to be consistent with those included in the General Plan Update.
- **River Discharge Permit and Recycled Water Deliveries:** The City has obtained a River Discharge Permit to dispose a portion of the wastewater treated at the Lathrop Consolidated Treatment Facility (CTF) in the San Joaquin River and deliver the remaining recycled water to retail customers. To support use of recycled water for landscape irrigation, the City obtained coverage under General Order WQ-2019-0058-DDW-R5017 and submitted a Title 22 Report Addendum in 2020. The City began delivering recycled water for urban uses in the summer of 2021. These changes affect the operations and infrastructure needed for the City's wastewater effluent disposal and recycled water distribution systems. Evaluations completed to support these efforts need to be incorporated into the amended IWRMP.

As part of the IWRMP amendment, EKI will also update and recalibrate the City's water, wastewater, and recycled water hydraulic models to incorporate recent infrastructure improvements and system expansions, updated demand and flow projections, and current operational strategies. Based on updated hydraulic and supply evaluations, EKI will amend the City's capital improvement program (CIP) for each system. EKI will also update the existing tracking tool database to track available water supply, wastewater treatment, and wastewater disposal capacity for each developer.

Proposed Scope of Work

EKI proposes the following tasks as part of this scope of work to amend the City's 2019 WSMP as part of a comprehensive amendment to the City's 2019 IWRMP.

Task 1 – Project Management and Coordination

EKI will provide project management and general consultation services to the City. This task includes coordination and communications with City staff, general consultation, and technical project management services. Frequent and clear communication with the City throughout the development of the WSMP update will be important to ensure that the plan meets the City's expectations and stays on schedule. Specific tasks include:

- **Information Management:** Specific information will be required for amending the WSMP. EKI will prepare a list of information requests and submit the list to City staff. EKI will compile and review information. Information requests are expected to include:
 - Current and projected land use information that reflects new development and the proposed General Plan Update;
 - Current screenshots of Supervisory Control and Data Acquisition (SCADA) system Human-Machine Interface (HMI) showing operational setpoints for each water system facility;
 - SCADA historian data in 5-minute polling intervals or less for pump station flow and suction and discharge pressures, tank levels, and other available flow meters since 2017;
 - Record drawings or AutoCAD drawings for water system improvements completed since 2018 or design drawings for projects currently under construction;
 - Updated water system geodatabase that incorporates all of the improvements completed since 2018;
 - Recent water system utility planning documents for new development;
 - Complete set of billing records since January 2020; and,
 - Advanced metering infrastructure (AMI) data, if available, showing hourly water use for peak users.

This information request will be coordinated with the information needed for the Wastewater System Master Plan (WWSMP), Recycled Water System Master Plan (RWSMP), and the Sanitary System Management Plan (SSMP).

- **Kickoff Meeting:** At the kick-off meeting, EKI and City staff will discuss project goals, opportunities, constraints, information needs, roles, responsibilities, the schedule, and expectations. As part of the meeting, EKI and City staff will review and document new information since the 2019 IWRMP, including major infrastructure improvements, planning assumptions,

supply estimates, and demand estimates. The team will assess impacts of the new information on master planning, revisit planning horizons, and identify key analyses to be conducted as part of the IWRMP update and potential alternatives. EKI assumes this kickoff meeting will be combined with the kickoff meeting for the WWSMP and RWSMP amendments.

- **Workshops/Progress Meetings:** EKI will schedule and attend up to three (3) workshops or progress meetings with City staff and other stakeholders to review project status, preliminary results, and to solicit feedback for key project decisions. For all meetings, we will be responsible for preparing and distributing meeting notices, agendas, and minutes. EKI assumes these progress meetings will be combined with meetings for the WWSMP and RWSMP amendments.
- **Project Schedule:** We will prepare the project critical path schedule and will provide the City schedule updates as needed.
- **Project Communications and Project Management Tasks:** We will perform other project management tasks including as-needed communications and general consulting services, budget tracking, and invoicing. We will provide a budget and progress summary reports to the City with each invoice.

Deliverables:

- Information request log.
- Meeting agendas, presentations, and minutes.
- Monthly budget and progress summary reports.

Key assumptions:

- The initial data request will be combined with the requests for the WWSMP and RWSMP.
- Kickoff and progress meetings will be held remotely over video conference and will be combined with meetings for the WWSMP and RWSMP.

Tasks required by City staff: Fulfill data requests in accordance with schedule expectations and participate in meetings.

Task 2 – Hydraulic Model Construction and System Description Updates

In this task, EKI will update the City’s hydraulic model construction and update the description of the existing system included in Section 3 of the 2019 WSMP. EKI will perform the following subtasks:

- Update the water system hydraulic model network to incorporate system improvements completed since the IWRMP or those currently in design or construction.
- Update the existing water system hydraulic model network to incorporate system expansions related to new development since the IWRMP, including verifying elevations in these areas based on publicly available data.
- Update the backbone water system infrastructure included in the future hydraulic model for future development areas based on recent utility plans completed by Developers (e.g., the November 2020 River Islands facility technical reports).
- Verify operational settings with City operations staff and update settings in the hydraulic model for all pumps and tanks.

- Update the existing system description included in Section 3 of the 2019 WSMP.

Deliverables:

- Updated water system geodatabase exported from the updated hydraulic model.
- Draft of revised existing system description (Section 3) from the IWRMP including tables of facility data attribute information and figures.

Key assumptions:

- City will provide the updated geodatabase for the current distribution system and all as-built records for recent and current improvements in AutoCAD or PDF format.
- City will provide current operational strategies and setpoints via SCADA HMI exports and operational staff will be available to answer questions.

Tasks required by City staff: Provide relevant GIS data and as-built records and verify operational set points.

Task 3 – Peaking Factor and Diurnal Pattern Evaluation, Model Demand Reallocations, and Tracking Tool Update

This task will update the demands and peaking factors used in the model and update the relevant sections in the 2019 WSMP report. EKI will perform the following subtasks:

- Reallocate parcel-by-parcel average day demands (ADD) in the model based on updated demand evaluation and geocode and allocate demands associated with new development added since the prior hydraulic model update.
- Update parcel-level water use data in tracking tool database.
- Reallocate near-term future, long-term future, and buildout ADD to the future hydraulic models based on the updated demand evaluation.
- Evaluate updated maximum day demand (MDD) and peak hour demand (PHD) peaking factors and diurnal curves based on recent SCADA data using a mass balance approach by tallying all inflow, outflow, and change in storage.
- Evaluate site-specific peaking factors and diurnal curves for the largest water users based on AMI data, if available.
- Create modeling demand sets for existing, near-term, future, and buildout ADD, MDD, and PHD conditions.
- Assign fire flow demands to each new fire hydrant based on associated land use.
- Update the Study and Water Service Area (Section 2) and Existing and Future Water Demands (Section 4) sections from the 2019 WSMP based on the demand evaluation completed by EKI in July 2020 to support the River Islands Phase 2 development Water Supply Assessment and materials prepared for the 2020 UWMP.

Deliverables:

- Updated tracking tool database with updated parcel-level water use data.

- Draft of revised Study and Water Service Area (Section 2) and Existing and Future Water Demands (Section 4) from the 2019 WSMP including all tables and figures.

Key assumptions:

- The Tracking Tool database updates will be prepared in conjunction with efforts included in the scopes of work for the RWSMP and WWSMP amendments.
- SCADA data is available in less than 10-minute intervals for each pump station and tank.

Tasks required by City staff: Provide SCADA data and review draft deliverables.

Task 4 – Steady-State Model Validation and Calibration

After model updates, EKI will validate the model, assist the City to perform fire flow calibration testing, and perform steady-state calibrations. EKI will perform the following subtasks:

- Perform validation model runs to ensure connectivity and model convergence.
- Develop a calibration hydrant test plan assuming approximately 10 test locations. The test plan will include procedures, test forms, and maps for each test location that shows the planned flow hydrant, residual test hydrants, and any valves that will need to be closed to perform roughness tests.
- Review the plan with City operations staff and assist the City operations staff to perform the calibration hydrant tests in the field.
- Create steady-state model scenarios for each test and set boundary conditions (e.g., pump statuses) based on SCADA historian data from the test period.
- Compare the modeled and observed hydraulic grade lines (HGLs) to determine calibration confidence for each test.
- If discrepancies are found, troubleshoot the cause of the differences and adjust parameters to bring the difference in values closer.
- Prepare tables that show the steady-state calibration results and update Appendix C from the 2019 WSMP.

Deliverables:

- Hydrant Test Plan.
- Test data sheets.
- Draft of updated Appendix C from the WSMP with tables summarizing the calibration results.

Key assumptions:

- Calibration testing will include up to 10 test locations and be performed over two days.
- EKI will provide calibrated hydrant water pressure loggers.
- Other equipment provided by City staff including pitot tube will be properly calibrated.
- No retesting will be required.

Tasks required by City staff:

- Meet with EKI to review the hydrant testing plan.

- Inspect all test hydrants and exercise all valves used during the testing prior to the date of the test.
- Provide calibrated test equipment including pitot tube.
- Perform field testing (assumed two days) with assistance from EKI.
- Provide SCADA historian data from the test period.
- Review draft deliverables.

Task 5 – Modeling Analysis to Evaluate System Performance

Following model calibration, EKI will utilize the updated model to evaluate the capacity of the overall water system under existing and future demand conditions under PHD and MDD plus fire flow conditions. EKI will compare results with the updated hydraulic model to those presented in the IWRMP and determine whether the results affect any of the improvement projects presented in the IWRMP. To address any newly identified deficiencies, EKI will develop and model potential water system improvements and/or operational changes. EKI will prepare figures showing modeling results for the existing, near-term, future, and buildout scenarios and the proposed improvements, highlighting any changes from the IWRMP. EKI will update Sections 6 and 7 of the 2019 WSMP based on the results of the analysis.

Deliverables: Drafts of updated Water System Performance and Operations Criteria (Section 6) and Distribution System Hydraulic Capacity Evaluation (Section 7) of the 2019 WSMP, including updated tables and figures.

Key assumptions: EKI assumes that the performance criteria established in Section 6 of the 2019 WSMP will not change except for the peaking factors.

Tasks required by City staff: Review draft deliverables.

Task 6 – Water Supply Facilities and Storage and Pumping Capacity Evaluation

Based on updated demand projections and supply reliability evaluations completed for the 2020 UWMP, as well as assumed impacts of implementation the Bay Delta Plan (e.g., scenario included in 2020 UWMP Appendix H), EKI will evaluate the need for new water supply infrastructure, including new groundwater supply wells and treatment. This evaluation will incorporate and build upon findings from the City's evaluations of ASR and adding PFAS treatment to the LAWTF.

EKI will also evaluate the capacity of storage and pumping facilities based on established performance criteria. EKI will work with the City to determine whether the storage and pumping capacity criteria should be updated to account for potential emergency situations (e.g., SSJID supply disruptions as the result of Public Safety Power Shutoffs [PSPS]). EKI will compare existing available capacities against current and projected capacity requirements, based on the established performance criteria and the existing and projected demands, and identify whether storage and/or pumping capacity is needed.

EKI will update the Water System Supplies (Section 5) and the Water Supply, Storage, and Pumping Capacity Evaluation (Section 8) sections of the 2019 WSMP.

Deliverables: Draft of updated Water System Supplies (Sections 5) and Water Supply, Storage, and Pumping Capacity Evaluation (Section 8) sections of the 2019 WSMP, including updated tables and figures.

Key assumptions: EKI will rely on the analysis supply reliability analysis prepared for the 2020 UWMP to update Section 5 of the 2019 WSMP.

Tasks required by City staff:

- Work with EKI to confirm performance requirements.
- review draft deliverables.

Task 7 – Water System Master Plan Amendment

Based on the evaluations performed as part of Tasks 5 and 6, EKI will develop a revised recommended CIP. EKI will update cost factors based on the current construction market and update opinions of probable cost for each project. EKI will work with the City to develop criteria for prioritizing these projects and will establish project priorities based on this criteria. EKI will submit a draft of the updated Recommended Capital Improvement Program (Section 9) from the 2019 WSMP.

After City review of each draft WSMP section prepared in Tasks 2 through 7, EKI will revise and compile each of the sections and prepare a complete draft WSMP amendment for review by the City and key stakeholders. EKI will submit a final WSMP amendment that incorporates the City's and other stakeholder comments.

Deliverables:

- Draft of updated Recommended Capital Improvement Program (Sections 9) section of the 2019 WSMP.
- Draft and Final WSMP amendment (2 electronic copies [PDF and Word versions])

Key assumptions:

- Comments from City and stakeholder on Draft WSMP will be minor and will not require additional technical analysis.
- EKI assumes that a programmatic EIR is not required but can assist in preparation of the programmatic EIR as part of a separate work authorization.

Tasks required by City staff: Review draft Section 9 and the Draft WSMP Amendment.

Optional Task 8 – Extended Period Simulation Calibration and Analysis

As discussed above, the City's existing hydraulic model is only a steady-state model, which is an appropriate tool for master planning. A steady-state modeling run shows how the system responds to a single, instantaneous demand and operational condition, but does not indicate how a system will operate continuously over an extended period. An extended period simulation (EPS) model is needed to show how tanks will fill and drain and how pressures and velocities will fluctuate depending on tank levels, pump operations, and diurnal demand patterns. An EPS model is needed to model water age, movement, and quality within the system and is best suited to support operational decisions.

As an optional task, EKI will perform an EPS calibration. The EPS calibration will compare trends in flows, pressure, and water levels in the model outputs to real-world data collected in the City's supervisory control and data acquisition (SCADA) system confirm that the controls are modeled correctly. EKI proposes to calibrate to three separate demand days using available data from the previous year: (1) a minimum demand day model, (2) an average demand day model, and (3) a maximum day demand model. A 48-hour period could be used if certain operating conditions (e.g., tank cycling) repeat over a longer period than 24-hours.

EKI will use the SCADA data to compare model outputs and set initial conditions in the model. EKI may use time-of-day controls for certain pumps if it is apparent that they were operated manually and do not follow normal automated control sequences. Modeled and observed tank levels, pressures, and flows will be compared to assess calibration. EKI will troubleshoot discrepancies and make appropriate adjustments. To assess the calibration, EKI will calculate the Average Mean Error (AME) for each site based on subtracting the model results for a given time from the measured value corresponding to that time and then taking the average of these differences over all time steps for each date. EKI assumes one conference call will be conducted to review the calibration results.

Deliverables: (1) Calibration summary charts and (2) draft and final TM summarizing calibration effort that will be appended to the WSMP amendment.

Key assumptions: Additional analyses beyond calibration (e.g., water age or alternative operational scenarios) are not included but can be performed as part of a separate scope of work.

Tasks required by City staff: Participate in conference call and review draft TM.

Project Schedule

EKI is available to initiate work upon receiving authorization from the City. A general schedule for Tasks 1 through 7 and Optional Task 8 is presented below.

TASK	2022											
	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC		
<u>Task 1 - Project Management and Coordination</u>	[Hatched pattern]											
<u>Task 2 - Hydraulic Model Construction and System Description Updates</u>												
<u>Task 3 - Peaking Factor and Diurnal Pattern Evaluation, Model Demand Reallocations, and Tracking Tool Update</u>												
<u>Task 4 - Steady-State Model Validation and Calibration</u>												
<u>Task 5 - Modeling Analysis to Evaluate System Performance</u>												
<u>Task 6 - Water Supply Facilities and Storage and Pumping Capacity Evaluation</u>												
<u>Task 7 - Water System Master Plan Amendment</u>												
<i>Draft Section 9 (CIP)</i>												
<i>Draft Master Plan Report</i>												
<i>Final Master Plan Report</i>												
<u>Optional Task 8 - Extended Period Simulation Calibration and Analysis</u>												

Compensation for Consulting Services

We propose that compensation for consulting services by EKI be on a time and expense reimbursement basis per our attached current Schedule of Charges, dated 2 January 2022. Based on the proposed Scope of Work described above, our estimated not-to-exceed budget is \$148,000 for the base scope Tasks 1 through 7 and an additional \$22,500 for Optional Task 8, as follows by task:

Task	Budget Estimate
Task 1 - Project Management and Communications	\$11,500
Task 2 - Hydraulic Model Construction and System Description Updates	\$19,300
Task 3 - Peaking Factor and Diurnal Pattern Evaluation and Model Demand Reallocations	\$16,500
Task 4 - Steady-State Model Validation and Calibration	\$31,000
Task 5 - Modeling Analysis to Evaluate System Performance	\$15,500
Task 6 – Water Supply Facilities and Storage and Pumping Capacity Evaluation	\$23,000
Task 7 – Water System Master Plan Amendment	\$31,200
Base Totals (Tasks 1 through 7)	\$148,000
<i>Optional Task 8 - Extended Period Simulation Calibration and Analysis</i>	<i>\$22,500</i>
TOTALS (BASE PLUS OPTIONAL TASK 8)	\$170,500

A detailed budget table is included in Attachment A.

Terms and Conditions

Other than the scope of work, budget, and schedule herein, the work will be performed per the terms and conditions established in our current agreement with the City of Lathrop 13 July 2020.

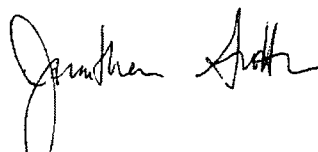
Thank you for the opportunity to work with the City on this project. Please contact Jonathan Sutter at 650-292-9099 or jsutter@ekiconsult.com with any questions.

Very truly yours,

EKI ENVIRONMENT & WATER, INC.



Anona Dutton, PG, CHg
Vice President



Jonathan Sutter, PE
Project Manager

Attachments:

- A. Budget Estimate for Proposed Scope of Work
- B. EKI Schedule of Charges, dated 2 January 2022

Attachment A - Budget Estimate for Proposed Scope of Work
 Water System Master Plan Amendment, 2022 Integrated Water Resources Master Plan Amendment
 City of Lathrop, California

TASKS	EKI Labor							Expenses	TOTAL (3)	
	CAD/ GIS	G5 Staff Engineer(s)	G3 Staff Engineer - Owen Zhang, E.I.T.	ASC II - Tina Wang, PE, Project Eng/Deputy PM	ASC I - Jonathan Sutter, PE, PM/QAQC	PRIN - John Fio	OFC - Anona Dutton, PIC			TOTAL EKI Labor, including 4% Comm. Charge (1)
	133	145	185	230	276	296	307	(\$)		(\$)
Task 1 - Project Management and Coordination										
Prepare, Review, and Document Requests for Information			4	2	1			\$1,535		\$1,535
Kickoff Meeting				2	2		1	\$1,372		\$1,372
Participate in three (3) progress meetings/workshops			12	6	6			\$5,466		\$5,466
Prepare and periodically update project schedule			2	1				\$624		\$624
Other communications and project management tasks				8	2			\$2,488		\$2,488
Subtotal	0	0	18	19	11	0	1	\$11,485	\$0	\$11,500
Task 2 - Hydraulic Model Construction and System Description Updates										
Update hydraulic model for recent system improvements			20	4	1			\$5,092		\$5,092
Update hydraulic model for recent development expansions			20	4	1			\$5,092		\$5,092
Update hydraulic model for updated development backbone infrastructure plans			16	2	1			\$3,844		\$3,844
Verify and update operational settings			4	1	1			\$1,296		\$1,296
Prepare draft update to Section 3 of WSMP	4		8	4	2		1	\$3,943	\$80	\$4,023
Subtotal	4	0	68	15	6	0	1	\$19,266	\$80	\$19,300
Task 3 - Peaking Factor and Diurnal Pattern Evaluation and Model Demand Reallocations										
Reallocate parcel-level demands in model	2		8	4	1			\$3,060	\$40	\$3,100
Update parcel-level water use data in tracking tool database			12	2				\$2,787		\$2,787
Reallocate future demands for near-term, long-term, and buildout future scenarios			6	2	1			\$1,920		\$1,920
Evaluate updated peaking factors and diurnal curves			12	2	1			\$3,074		\$3,074
Create modeling peak demand sets for each scenario			4	1				\$1,009		\$1,009
Assign fire flow demands to new fire hydrants in model			2	1				\$624		\$624
Prepare draft update to Section 2 and Section 4 of WSMP	4		8	4	2		1	\$3,943		\$3,943
Subtotal	6	0	52	16	5	0	1	\$16,416	\$40	\$16,500
Task 4 - Steady-State Model Validation and Calibration										
Perform model validation runs			4	2				\$1,248		\$1,248
Develop and Review with District Calibration Field Test Plan	10	2	20	4	2			\$7,064	\$200	\$7,264
Assist District perform field testing		20	24	2	1			\$8,399	\$750	\$9,149
Perform steady-state model calibration			36	8	4			\$9,988		\$9,988
Prepare TM and tables that show the steady-state calibration results			8	4	2		1	\$3,389		\$3,389
Subtotal	10	22	92	20	9	0	1	\$30,088	\$950	\$31,000
Task 5 - Modeling Analysis to Evaluate System Performance										
Perform steady-state hydraulic modeling analysis to identify deficiencies			12	4	2			\$3,840		\$3,840
Compare results against IWRMP and evaluate proposed system improvements			12	6	2			\$4,318		\$4,318
Prepare draft update to Section 6 and Section 7 of WSMP	16		12	4	4		1	\$6,946	\$320	\$7,266
Subtotal	16	0	36	14	8	0	1	\$15,104	\$350	\$15,500
Task 6 - Water Supply Facilities and Storage and Pumping Capacity Evaluation										
Evaluate the need for new water supply infrastructure/sources			24	12	8	6	1	\$11,951		\$11,951
Prepare updated storage evaluation			8	2	1			\$2,305		\$2,305
Prepare updated pumping/supply evaluation			8	2	1			\$2,305		\$2,305
Prepare draft update to Section 5 and Section 8 of WSMP	4		12	6	4	2	1	\$6,380	\$80	\$6,460
Subtotal	4	0	52	22	14	8	2	\$22,940	\$80	\$23,000
Task 7 - Water System Master Plan Amendment										
Develop updated cost factors and opinions of probable costs			20	4	8			\$7,101		\$7,101
Develop project prioritization strategy and prioritize identified projects			6	4	1			\$2,398		\$2,398
Prepare Draft Section 9 from WSMP	16		16	4	2			\$6,822	\$320	\$7,462
Prepare Draft Master Plan Report	8		16	8	6		1	\$8,140	\$410	\$8,710
Prepare Final Master Plan Report	8		12	4	2			\$4,946	\$410	\$5,516
Subtotal	32	0	70	24	19	0	1	\$29,408	\$1,140	\$31,200
BASE TOTAL (TASKS 1-7):	72	22	388	130	72	8	8	\$144,708	\$2,640	\$148,000

Attachment A - Budget Estimate for Proposed Scope of Work
 Water System Master Plan Amendment, 2022 Integrated Water Resources Master Plan Amendment
 City of Lathrop, California

TASKS	EKI Labor							Expenses	TOTAL (3)
	CAD/ GIS	GS Staff Engineer(s)	G3 Staff Engineer - Owen Zhang, E.I.T.	ASC II - Tina Wang, PE, Project Eng/Deputy PM	ASC I - Jonathan Sutter, PE, PM/QAQC	PRIN - John Fio	OFC - Anona Dutton, PIC	TOTAL EKI Labor, including 4% Comm. Charge (1)	OTHER DIRECT COSTS (2)
	133	145	185	230	276	296	307	(\$)	(\$)
Optional Task 8 - Extended Period Simulation Calibration and Analysis									
Set calibration diurnal patterns, initial settings, and compile SCADA data			12	6	2			\$4,318	\$4,318
Perform EPS Calibration			48	12	4			\$13,254	\$13,254
Prepare calibration charts and TM			16	4	2		1	\$4,929	\$4,929
Subtotal	0	0	76	22	8	0	1	\$22,500	\$0

Notes:

- (1) A communications charge of 4% of labor costs covers e-mail access, web conferencing, cellphone calls, messaging and data access, file sharing, local and long distance telephone calls and conferences, facsimile transmittals, standard delivery U.S. postage, and incidental in-house copying.
- (2) "Other Direct Costs" includes direct expenses, as listed below, incurred in connection with the work and will be reimbursed at cost plus ten percent (10%) for items such as:
 - a. Maps, photographs, reproductions, printing, equipment rental, and special supplies related to the work.
 - b. Consultants, soils engineers, surveyors, drillers, laboratories, and contractors.
 - c. Rented vehicles, local public transportation and taxis, travel and subsistence.
 - d. Special fees, insurance, permits, and licenses applicable to the work.
 - e. Outside computer processing, computation, and proprietary programs purchased for the work
- (3) Task subtotals rounded to the nearest hundred dollars.

Client/Address: City of Lathrop
 390 Towne Centre Drive,
 Lathrop, CA 95330



Proposal/Agreement Date: 25 February 2022

EKI Proposal/Project # C0-161

SCHEDULE OF CHARGES FOR EKI ENVIRONMENT & WATER, INC.

2 January 2022

<u>Personnel Classification</u>	<u>Hourly Rate</u>
Officer and Chief Engineer-Scientist	307
Principal Engineer-Scientist	296
Supervising I, Engineer-Scientist	286
Supervising II, Engineer-Scientist	276
Senior I, Engineer-Scientist	265
Senior II, Engineer-Scientist	255
Associate I, Engineer-Scientist	244
Associate II, Engineer-Scientist	230
Engineer-Scientist, Grade 1	214
Engineer-Scientist, Grade 2	202
Engineer-Scientist, Grade 3	185
Engineer-Scientist, Grade 4	165
Engineer-Scientist, Grade 5	145
Engineer-Scientist, Grade 6	128
Project Assistant	130
Technician	116
Senior GIS / Database Analyst	150
CADD Operator / GIS Analyst	133
Senior Administrative Assistant	147
Administrative Assistant	115
Secretary	96

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work will be at cost plus ten percent (10%) for items such as:

- a. Maps, photographs, reproductions, printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, drillers, laboratories, and contractors.
- c. Rented vehicles, local public transportation and taxis, travel, and subsistence.
- d. Special fees, insurance, permits, and licenses applicable to the work.
- e. Outside computer processing, computation, and proprietary programs purchased for the work.

A Communication charge for e-mail access, web conferencing, cellphone calls, messaging and data access, file sharing, local and long distance telephone calls and conferences, facsimile transmittals, standard delivery U.S. postage, and incidental in-house copying will be charged at a rate of 4% of labor charges. Large volume copying of project documents, e.g., bound reports for distribution or project-specific reference files, will be charged as a project expense as described above.

Reimbursement for company-owned automobiles, except trucks and four-wheel drive vehicles, used in connection with the work will be at the rate of sixty cents (\$0.60) per mile. The rate for company-owned trucks and four-wheel drive vehicles will be seventy-five cents (\$0.75) per mile. There will be an additional charge of thirty dollars (\$30.00) per day for vehicles used for field work. Reimbursement for use of personal vehicles will be at the federally allowed rate plus fifteen percent (15%).

CADD Computer time will be charged at twenty dollars (\$20.00) per hour. In-house material and equipment charges will be in accordance with the current rate schedule or special quotation. Excise taxes, if any, will be added as a direct expense.

Rate for professional staff for legal proceedings or as expert witnesses will be at a rate of one and one-half times the Hourly Rates specified above.

The foregoing Schedule of Charges is incorporated into the Agreement for the Services of EKI Environment & Water, Inc. and may be updated annually.

25 February 2022

Greg Gibson
Senior Civil Engineer
City of Lathrop – Public Works Department
390 Towne Centre Drive
Lathrop, CA 95330

**Subject: Proposal for Recycled Water System Master Plan Amendment,
2022 Integrated Water Resources Master Plan Amendment**
City of Lathrop, California
(EKI C0-161)

Dear Mr. Gibson,

EKI Environment & Water, Inc. (EKI) is pleased to submit this proposal for consulting services to assist the City of Lathrop (City) prepare an amendment to its 2019 Recycled Water System Master Plan (RWSMP) as part of a comprehensive amendment to the City's 2019 Integrated Water Resources Master Plan (IWRMP).

Project Understanding and Background

EKI understands that the City is interested in completing a comprehensive amendment to the IWRMP, concurrently with the preparation of the City's 2020 Urban Water Management Plan (UWMP). The existing IWRMP, which includes the City's Water System Master Plan, Wastewater System Master Plan, and Recycled Water System Master Plan, was completed by EKI in December 2018 and approved by the City Council in December 2019 after a California Environmental Quality Act (CEQA) process.¹

Since the IWRMP was completed, new information has become available and certain planning assumptions have changed that require an amendment to the IWRMP, including the following:

- **Water Demand Information:** EKI performed an update to the City's unit water demand factors and water demand projections in July 2020 to support the River Islands Phase 2 development Water Supply Assessment. The updated demand evaluation was based on the City's water use patterns observed since the 2014-2017 drought and updated development projections, which have changed most significantly in the River Islands development area. The updated analysis projected a significantly lower future water demand compared to the IWRMP, which was based on the City's pre-drought water use patterns. These updates also affect the assumed landscape

¹ Final Council-approved IWRMP is dated December 2019, but content is consistent with December 2018 Draft IWRMP. Existing RWSMP is referred to as the 2019 RWSMP, herein.

irrigation recycled water demands. In addition, ongoing legislation of the supplier annual water use objectives may further reduce the City's projected water demand. The Department of Water Resources (DWR) and the State Water Resources Control Board (SWRCB) submitted a report in November 2021 recommending the indoor water use efficiency standards to be reduced to 42 gallons by 2030 and beyond. The amended IWRMP will assess the implication of the ongoing legislation on the City's projected water demand.

- **New Development Facility Plans:** The Lathrop City Council approved the modified River Islands Phase 2 project on June 14, 2021. The project includes land uses changes for new development in the River Islands development area and expansion of the City's distribution system. The project's master planning documents including potable water, non-potable water, and wastewater facility technical reports were completed in November 2020. The amended IWRMP will need to incorporate water demands and associated infrastructure for planned new development and evaluate their impacts on the overall system.
- **General Plan Update:** The City has initiated a General Plan Update and filed a Notice of Preparation for the Environmental Impact Report in October 2021. The City anticipates completing the General Plan Update in 2022. The growth projections in amended IWRMP will be consistent with those included in the General Plan Update.
- **River Discharge Permit and Recycled Water Deliveries:** The City has obtained a River Discharge Permit to dispose a portion of the wastewater treated at the Lathrop Consolidated Treatment Facility (CTF) in the San Joaquin River and deliver the remaining recycled water to retail customers. To support use of recycled water for landscape irrigation, the City obtained coverage under General Order WQ-2019-0058-DDW-R5017 and submitted a Title 22 Report Addendum in 2020. The City began delivering recycled water for urban uses in the summer of 2021. These changes affect the operations and infrastructure needed for the City's wastewater effluent disposal and recycled water distribution systems. Evaluations completed to support these efforts need to be incorporated into the amended IWRMP.

As part of the IWRMP amendment, EKI will also update and recalibrate the City's water, wastewater, and recycled water hydraulic models to incorporate recent infrastructure improvements and system expansions, updated demand and flow projections, and current operational strategies. In the 2019 RWSMP, hydraulic modeling analyses were only completed through the buildout of the current expansion of the Lathrop Consolidated Treatment Facility (CTF) and did not look at long-term future scenarios due to the uncertainty related to future uses of recycled water and effluent disposal. The RWSMP will include a hydraulic analysis of a future buildout scenario based on the assumption that the City will be granted a River Discharge Permit to dispose of excess treated wastewater effluent.

Based on updated hydraulic evaluations, EKI will amend the City's capital improvement program (CIP) for each system. EKI will also update the existing tracking tool database to track available water supply, wastewater treatment, and wastewater disposal capacity for each developer.

Proposed Scope of Work

EKI proposes the following tasks as part of this scope of work to amend the City's 2019 RWSMP as part of a comprehensive amendment to the City's 2019 IWRMP.

Task 1 – Project Management and Coordination

EKI will provide project management and general consultation services to the City. This task includes coordination and communications with City staff, general consultation, and technical project management services. Frequent and clear communication with the City throughout the development of the RWSMP update will be important to ensure that the plan meets the City's expectations and stays on schedule. Specific tasks include:

- **Information Management:** Specific information will be required for amending the RWSMP. EKl will prepare a list of information requests and submit the list to City staff. EKl will compile and review information. Information requests are expected to include:
 - Current and projected land use information that reflects new development and the proposed General Plan Update;
 - Current screenshots of Supervisory Control and Data Acquisition (SCADA) system Human-Machine Interface (HMI) showing operational setpoints for each recycled water system facility;
 - SCADA historian data in 5-minute polling intervals or less for available pump station flow and suction and discharge pressures, pond levels, and other available flow meters since 2017;
 - Metered landscape irrigation consumption data and land application area delivery data;
 - Current design and planning documents associated with the River Discharge effluent disposal system;
 - Record drawings or AutoCAD drawings for recycled water system improvements completed since 2018 or design drawings for projects currently in design or under construction;
 - Updated geodatabase for the recycled water system infrastructure that incorporates new infrastructure added in River Islands and other new developments since the last model update; and,
 - Recent water system utility planning documents for new development.

This information request will be coordinated with the information needed for the Wastewater System Master Plan (WWSMP), the Water System Master Plan (WSMP).

- **Kickoff Meeting:** At the kick-off meeting, EKl and City staff will discuss project goals, opportunities, constraints, information needs, roles, responsibilities, the schedule, and expectations. As part of the meeting, EKl and City staff will review and document new information since the 2019 IWRMP, including major infrastructure improvements, planning assumptions, supply estimates, and demand estimates. The team will assess impacts of the new information on master planning, revisit planning horizons, identify key analyses to be conducted as part of the IWRMP update and potential alternatives. EKl assumes this kickoff meeting will be combined with the kickoff meeting for the WSMP and WWSMP amendments.

- **Workshops/Progress Meetings:** EKI will schedule and attend up to three (3) workshops or progress meetings with City staff and other stakeholders to review project status, preliminary results, and to solicit feedback for key project decisions. For all meetings, we will be responsible for preparing and distributing meeting notices, agendas, and minutes. EKI assumes these progress meetings will be combined with meetings for the WSMP and WWSMP amendments.
- **Project Schedule:** We will prepare the project critical path schedule and will provide the City schedule updates as needed.
- **Project Communications and Project Management Tasks:** We will perform other project management tasks including as-needed communications and general consulting services, budget tracking, and invoicing. We will provide a budget and progress summary reports to the City with each invoice.

Deliverables:

- Information request log.
- Meeting agendas, presentations, and minutes.
- Monthly budget and progress summary reports.

Key assumptions:

- The initial data request will be combined with the requests for the WSMP and WWSMP.
- Kickoff and progress meetings will be held remotely over video conference.

Tasks required by City staff: Fulfill data requests in accordance with schedule expectations and participate in meetings.

Task 2 – Hydraulic Model Construction and System Description Updates

In this task, EKI will update the City's hydraulic model construction and update the description of the existing system and near-term planned improvements included in Section 3 of the 2019 RWSMP. EKI will perform the following subtasks:

- Update the recycled water system hydraulic model network to incorporate system improvements completed since the IWRMP or those currently in design or construction.
- Update the backbone recycled water system infrastructure included in the future hydraulic model for future development areas based on recent utility plans completed by developers.
- Verify modeled pump curves and based on available SCADA data and pressure regulating valve settings based on operations staff.
- Incorporate current plans and assumptions related to the River Discharge disposal system.
- Update the existing system description and near-term planned improvements, including the improvements associated with the wastewater effluent disposal to the San Joaquin River included in Section 3 of the 2019 RWSMP.

Deliverables:

- Updated recycled water system geodatabase exported from the updated hydraulic model.

- Draft of the revised existing system and planned near-term improvement description (Section 3) from the 2019 RWSMP including tables of facility data attribute information and figures.

Key assumptions:

- EKI will verify and refine the model construction for the future buildout scenario that was assumed as part of the November 2019 River Discharge project modeling effort.
- EKI is not aware of any significant recent system improvements that are not captured in the existing hydraulic model and assumes that model network updates will be minimal.
- City will provide the updated geodatabase for the current system and all as-built records for recent and current improvements in AutoCAD or PDF format.

Tasks required by City staff: Provide relevant as-built records and verify operational set points.

Task 3 – Updated Recycled Water Supply, Use, and Water Balance Evaluation

This task will update the projected recycled water supplies, recycled water demands, and water balance evaluations. EKI will perform the following subtasks:

- Verify and update landscape irrigation acreages and demands assumed in the 2020 UWMP, with consideration of the ongoing water use objectives legislative process.
- Develop recycled water demand estimates for potential industrial users, the planned commercial use fill station, and the use of recycled water hydrants for construction water.
- Update recycled water supply projections based on updated wastewater flow projections from the WWSMP amendment.
- Review historical recycled water supply and use data (i.e., wastewater effluent data, land application volumes, historical precipitation and evapotranspiration data, and pond storage levels) to calibrate the recycled water balance and verify the assumed parameters for irrigation efficiency, leaching factor, and effective precipitation.
- Prepare updated recycled water balances for the near-term (buildout of CTF Phase 2 expansion), long-term future, and buildout scenarios with application of the River Discharge Permit. Each scenario will compare options with and without industrial recycled water demands.
- Verify the required storage and river discharge volumes required for each scenario.
- Update the Tracking Tool database, as needed, to account for changes to disposal capacity.
- Update the Study and Service Area (Section 2) and Recycled Water Supply, Use, and Water Balance Evaluation (Section 4) sections from the 2019 RWSMP.

Deliverables:

- Updated tracking tool database for disposal capacity to account for changes in water balance parameters, if necessary.
- Update the Study and Service Area (Section 2) and Recycled Water Supply, Use, and Water Balance Evaluation (Section 4) sections from the 2019 RWSMP.

Key assumptions:

- The Tracking Tool database updates will be prepared in conjunction with efforts included in the scopes of work for the WSMP and WWSMP amendments.
- Monthly historical land application volumes and pond storage levels are available.
- EKI will not evaluate alternative recycled water uses such as potable reuse or expanded percolation beyond what was included in the 2019 RWSMP.
- There is no need to re-evaluate the interim near-term scenarios (i.e., Phase 1 and Phase 2B of CTF expansion) that were included in the 2019 RWSMP.

Tasks required by City staff: Provide historical data and review draft deliverables.

Task 4 – Update System Performance Criteria and Hydraulic Assessment

After model updates, EKI will review system performance criteria and perform the recycled water system hydraulic assessment using the steady-state hydraulic model. EKI will perform the following subtasks:

- Verify and update recycled water demand allocations for each scenario based on Task 3.
- Review and update, if needed, system performance criteria.
- Perform validation model runs to ensure connectivity and model convergence.
- Set up and run model near-term, long-term, and buildout scenarios based on identified performance criteria.
- Compare the updated hydraulic model results to those presented in the 2019 IWRMP and determine whether the results affect any of the recommendations presented in the IWRMP.
- To address any newly identified deficiencies, EKI will develop and model potential water system improvements and/or operational changes, as needed.
- EKI will prepare figures showing modeling results and the proposed improvements, highlighting any changes from the 2019 IWRMP.
- EKI will update Sections 5 and 6 of the 2019 RWSMP based on the results of the analysis.

Deliverables: Drafts of updated System Performance and Operations Criteria (Sections 5) and Hydraulic Assessment of Distribution System (Section 6) of the 2019 RWSMP, including updated tables and figures.

Key assumptions:

- Modeling for the near-term future scenario without river discharge will not be updated from the results presented in the 2019 RWSMP unless it is evident that model updates are needed for this scenario.
- Near-term, long-term, and buildout modeling scenarios with a river discharge permit will be added to the RWSMP.
- New modeling scenarios with the river discharge permit will be run with and without assumed industrial demands.

Tasks required by City staff: Review draft deliverables.

Task 5 – Recycled Water System Master Plan Amendment

Based on the evaluations performed as part of Tasks 3 and 4, EKI will develop conclusions and recommendations and document recommended CIPs if needed. EKI will prepare opinions of probable cost for each recommended project. EKI will work with the City to develop criteria for prioritizing these projects. EKI will submit a draft of the updated Conclusions and Recommendations (Section 7) from the 2019 RWSMP.

After City review of each draft RWSMP section prepared in Tasks 2 through 5, EKI will revise and compile each of the sections and prepare a complete draft RWSMP amendment for review by the City and key stakeholders. EKI will submit a final RWSMP amendment that incorporates the City’s and other stakeholder comments.

Deliverables:

- Draft of updated Conclusions and Recommendations (Section 7) section of the 2019 RWSMP.
- Draft and Final RWSMP amendment (2 electronic copies [PDF and Word versions])

Key assumptions:

- Comments from City and stakeholders on the Draft RWSMP will be minor and will not require additional technical analysis.
- EKI assumes that a programmatic EIR is not required but can assist in preparation of the programmatic EIR as part of a separate work authorization.

Tasks required by City staff: Review draft Section 7 and the Draft RWSMP Amendment.

Project Schedule

EKI is available to initiate work upon receiving authorization from the City. A general schedule for Tasks 1 through 5 is presented below.

TASK	2022											
	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC		
Task 1 - Project Management and Coordination	[Hatched bar]											
Task 2 - Hydraulic Model Construction and System Description Updates			[Bar]									
Task 3 - Updated Recycled Water Supply, Use, and Water Balance Evaluation			[Bar]	[Bar]	[Bar]	[Bar]						
Task 4 - Update System Performance Criteria and Hydraulic Assessment					[Bar]	[Bar]						
Task 5 - Recycled Water System Master Plan												
<i>Draft Section 7</i>							[Bar]					
<i>Draft Master Plan Report</i>										[Bar]		
<i>Final Master Plan Report</i>											[Bar]	

Compensation for Consulting services

We propose that compensation for consulting services by EKI be on a time and expense reimbursement basis per our attached current Schedule of Charges, dated 2 January 2022. Based on the proposed Scope of Work described above, our estimated not-to-exceed budget is \$90,500 for the base scope Tasks 1 through 5, as follows by task:

Task	Budget Estimate
Task 1 - Project Management and Communications	\$10,200
Task 2 - Hydraulic Model Construction and System Description Updates	\$16,400
Task 3 - Updated Recycled Water Supply, Use, and Water Balance Evaluation	\$21,100
Task 4 - Update System Performance Criteria and Hydraulic Assessment	\$17,000
Task 5 - Recycled Water System Master Plan Amendment	\$25,800
Totals (Tasks 1 through 5)	\$90,500

A detailed budget table is included in Attachment A.

Terms and Conditions

Other than the scope of work, budget, and schedule herein, the work will be performed per the terms and conditions established in our current agreement with the City of Lathrop 13 July 2020.

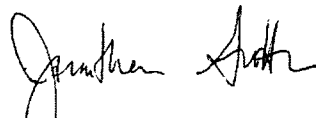
Thank you for the opportunity to work with the City on this project. Please contact Jonathan Sutter at 650-292-9099 or jsutter@ekiconsult.com with any questions.

Very truly yours,

EKI ENVIRONMENT & WATER, INC.



Anona Dutton, PG, CHg
Vice President



Jonathan Sutter, PE
Project Manager

Attachments:

- A. Estimated Hours and Fee
- B. EKI Schedule of Charges, dated 2 January 2022

Attachment A - Budget Estimate for Proposed Scope of Work
 Recycled Water System Master Plan Amendment, 2022 Integrated Water Resources Master Plan Amendment
 City of Lathrop, California

TASKS	EKI Labor							Expenses OTHER DIRECT COSTS (2)	TOTAL (3) (\$)
	CAD/ GIS	GS Staff Engineer(s)	G3 Staff Engineer - Qiwen Zhang, E.I.T.	ASC II - Tina Wang, PE, Project Eng./Deputy PM	ASC I - Jonathan Sutter, PE, PM/QAQC	OFC - Anona Dutton, PIC	TOTAL EKI Labor, including 4% Comm. Charge (1)		
	133	145	185	230	276	307	(\$)	(\$)	
Task 1 - Review of Available Information and Initial Meetings									
Prepare, Review, and Document Requests for Information Kickoff Meeting		4	2	1	1		\$1,514	\$1,514	
Participate in three (3) progress meetings/workshops			2	2	1		\$1,150	\$1,150	
Prepare and periodically update project schedule			8	6	6	1	\$5,016	\$5,016	
Other communications and project management tasks			2	1			\$624	\$624	
				4	2	1	\$1,850	\$1,850	
Subtotal	0	4	14	14	10	2	\$10,155	\$0	\$10,200
Task 2 - Hydraulic Model Construction and System Description Updates									
Update hydraulic model for recent and planned system improvements			4	1	1		\$1,296	\$1,296	
Update hydraulic model for recent development expansions			4	1	1		\$1,296	\$1,296	
Update hydraulic model for updated development backbone infrastructure plans			8	2	2		\$2,592	\$2,592	
Incorporate current plans and assumptions related to the River Discharge			8	2	2		\$2,592	\$2,592	
Verify and update pump curves and other operational settings		6	4	1	1		\$2,201	\$2,201	
Prepare draft update to Section 3 of RWSMP	8	8	8	4	4	1	\$6,276	\$160	\$6,436
Subtotal	8	14	36	11	11	1	\$16,252	\$160	\$16,400
Task 3 - Updated Recycled Water Supply, Use, and Water Balance Evaluation									
Verify and update acreages for landscape irrigation use with recycled water	2	8	2	1	1		\$2,394	\$40	\$2,434
Develop recycled water demand estimates for potential CII users		8	4	4	2		\$3,507		\$3,507
Update recycled water supply projections based on WWSMP amendment			2	1			\$624		\$624
Review and calibrate Recycled Water Balance parameters based on historical data		16	4	4	2		\$4,713		\$4,713
Prepare updated recycled water balances and verify storage and LI areas		8	4	2	1		\$2,741		\$2,741
Update tracking tool database		6	2	1			\$1,529		\$1,529
Prepare draft update to Section 2 and Section 4 of RWSMP	4	12	4	4	4	1	\$5,557		\$5,557
Subtotal	6	58	22	17	10	1	\$21,065	\$40	\$21,100
Task 4 - Update System Performance Criteria and Hydraulic Assessment									
Review and Update performance criteria			4	2	2		\$1,822		\$1,822
Perform steady-state hydraulic modeling analysis to identify deficiencies			20	4	2		\$5,379		\$5,379
Compare results against IWRMP and evaluate proposed system improvements			8	4	1		\$2,783		\$2,783
Prepare draft update to Section 5 and Section 6 of RWSMP	8	4	12	8	2	1	\$6,826	\$160	\$6,986
Subtotal	8	4	44	18	7	1	\$16,810	\$190	\$17,000
Task 5 - Recycled Water System Master Plan Amendment									
Develop updated cost factors and opinions of probable costs		8	12	4	2		\$5,046		\$5,046
Develop project prioritization strategy and prioritize identified projects			8	2	1		\$2,305		\$2,305
Prepare Draft Section 7 from RWSMP	8	8	12	4	1		\$5,866	\$160	\$6,186
Prepare Draft Master Plan Report	8	12	8	6	2	1	\$6,784	\$410	\$7,354
Prepare Final Master Plan Report	8	8	4	4	1		\$4,326	\$410	\$4,896
Subtotal	24	36	44	20	7	1	\$24,327	\$980	\$25,800
TOTAL:	46	116	160	80	45	6	\$88,608	\$1,370	\$90,500

Notes:

- (1) A communications charge of 4% of labor costs covers e-mail access, web conferencing, cellphone calls, messaging and data access, file sharing, local and long distance telephone calls and conferences, facsimile transmittals, standard delivery U.S. postage, and incidental in-house copying.
 - (2) "Other Direct Costs" includes direct expenses, as listed below, incurred in connection with the work and will be reimbursed at cost plus ten percent (10%) for items such as:
 - a. Maps, photographs, reproductions, printing, equipment rental, and special supplies related to the work.
 - b. Consultants, soils engineers, surveyors, drillers, laboratories, and contractors.
 - c. Rented vehicles, local public transportation and taxis, travel and subsistence.
 - d. Special fees, insurance, permits, and licenses applicable to the work.
 - e. Outside computer processing, computation, and proprietary programs purchased for the work.
- (2) Task subtotals rounded to the nearest hundred dollars

Client/Address: City of Lathrop
 390 Towne Centre Drive,
 Lathrop, CA 95330



Proposal/Agreement Date: 25 February 2022

EKI Proposal/Project # C0-161

SCHEDULE OF CHARGES FOR EKI ENVIRONMENT & WATER, INC.

2 January 2022

<u>Personnel Classification</u>	<u>Hourly Rate</u>
Officer and Chief Engineer-Scientist	307
Principal Engineer-Scientist	296
Supervising I, Engineer-Scientist	286
Supervising II, Engineer-Scientist	276
Senior I, Engineer-Scientist	265
Senior II, Engineer-Scientist	255
Associate I, Engineer-Scientist	244
Associate II, Engineer-Scientist	230
Engineer-Scientist, Grade 1	214
Engineer-Scientist, Grade 2	202
Engineer-Scientist, Grade 3	185
Engineer-Scientist, Grade 4	165
Engineer-Scientist, Grade 5	145
Engineer-Scientist, Grade 6	128
Project Assistant	130
Technician	116
Senior GIS / Database Analyst	150
CADD Operator / GIS Analyst	133
Senior Administrative Assistant	147
Administrative Assistant	115
Secretary	96

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work will be at cost plus ten percent (10%) for items such as:

- a. Maps, photographs, reproductions, printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, drillers, laboratories, and contractors.
- c. Rented vehicles, local public transportation and taxis, travel, and subsistence.
- d. Special fees, insurance, permits, and licenses applicable to the work.
- e. Outside computer processing, computation, and proprietary programs purchased for the work.

A Communication charge for e-mail access, web conferencing, cellphone calls, messaging and data access, file sharing, local and long distance telephone calls and conferences, facsimile transmittals, standard delivery U.S. postage, and incidental in-house copying will be charged at a rate of 4% of labor charges. Large volume copying of project documents, e.g., bound reports for distribution or project-specific reference files, will be charged as a project expense as described above.

Reimbursement for company-owned automobiles, except trucks and four-wheel drive vehicles, used in connection with the work will be at the rate of sixty cents (\$0.60) per mile. The rate for company-owned trucks and four-wheel drive vehicles will be seventy-five cents (\$0.75) per mile. There will be an additional charge of thirty dollars (\$30.00) per day for vehicles used for field work. Reimbursement for use of personal vehicles will be at the federally allowed rate plus fifteen percent (15%).

CADD Computer time will be charged at twenty dollars (\$20.00) per hour. In-house material and equipment charges will be in accordance with the current rate schedule or special quotation. Excise taxes, if any, will be added as a direct expense.

Rate for professional staff for legal proceedings or as expert witnesses will be at a rate of one and one-half times the Hourly Rates specified above.

The foregoing Schedule of Charges is incorporated into the Agreement for the Services of EKI Environment & Water, Inc. and may be updated annually.

25 February 2022

Greg Gibson
Senior Civil Engineer
City of Lathrop – Public Works Department
390 Towne Centre Drive
Lathrop, CA 95330

**Subject: Proposal for Wastewater System Master Plan Amendment,
2022 Integrated Water Resources Master Plan Amendment**
City of Lathrop, California
(EKI CO-161)

Dear Mr. Gibson,

EKI Environment & Water, Inc. (EKI) is pleased to submit this proposal for consulting services to assist the City of Lathrop (City) to prepare an amendment to its 2019 Wastewater System Master Plan (WWSMP) as part of a comprehensive update to the City's 2019 Integrated Water Resources Master Plan (IWRMP).

Project Understanding and Background

EKI understands that the City is interested in completing a comprehensive amendment to the IWRMP. The existing IWRMP, which includes the City's Water System Master Plan, Wastewater System Master Plan, and Recycled Water System Master Plan, was completed by EKI in December 2018 and approved by the City Council in December 2019 after a California Environmental Quality Act (CEQA) process.¹

Since the IWRMP was completed, new information has become available and certain planning assumptions have changed that require an amendment to the IWRMP, including the following:

- **Water Demand and Wastewater Flow Information:** EKI performed an update to the City's unit water demand factors and water demand projections in July 2020 to support the River Islands Phase 2 development Water Supply Assessment, which were later incorporated into the City's 2020 Urban Water Management Plan (UWMP). The updated demand evaluation was based on the City's water use patterns observed since the 2014-2017 drought and updated development projections, which have changed most significantly in the River Islands development area. The updated analysis projected a significantly lower future water demand compared to the IWRMP, which was based on the City's pre-drought water use patterns.

¹ Final Council-approved IWRMP is dated December 2019, but content is consistent with December 2018 Draft IWRMP. Existing WWSMP is referred to as the 2019 WWSMP, herein.

It is anticipated that similar changes have occurred with the City's wastewater flow patterns, which calls for an update to the City's wastewater flow factors and wastewater generation projections. As part of the proposed scope, EKI will conduct wastewater flow monitoring at various locations across the City to: (1) support the reevaluation of wastewater flow factors, and (2) attempt to capture a major storm event, which did not occur during the 2018 flow monitoring event.

In addition, ongoing legislation of the supplier annual water use objectives may further reduce the City's projected water demand and wastewater flows. The Department of Water Resources (DWR) and the State Water Resources Control Board (SWRCB) submitted a report in November 2021 recommending the indoor water use efficiency standards to be reduced to 42 gallons by 2030 and beyond. The amended IWRMP will assess the implication of the ongoing legislation.

- **New Development Facility Plans:** The Lathrop City Council approved the modified River Islands Phase 2 project on June 14, 2021. The project includes land uses changes for new development in the River Islands development area and expansion of the City's distribution system. The project's master planning documents including potable water, non-potable water, and wastewater facility technical reports were completed in November 2020. The amended IWRMP will need to incorporate wastewater flows and associated infrastructure for planned new development and evaluate their impacts on the overall system.
- **General Plan Update:** The City has initiated a General Plan Update and filed a Notice of Preparation for the Environmental Impact Report in October 2021. The City anticipates completing the General Plan Update in 2022. The growth projections in amended IWRMP will be consistent with those included in the General Plan Update.
- **River Discharge Permit and Recycled Water Deliveries:** The City has obtained a River Discharge Permit to dispose a portion of the wastewater treated at the Lathrop Consolidated Treatment Facility (CTF) in the San Joaquin River and deliver the remaining recycled water to retail customers. To support use of recycled water for landscape irrigation, the City obtained coverage under General Order WQ-2019-0058-DDW-R5017 and submitted a Title 22 Report Addendum in 2020. The City began delivering recycled water for urban uses in the summer of 2021. These changes affect the operations and infrastructure needed for the City's wastewater effluent disposal and recycled water distribution systems. Evaluations completed to support these efforts need to be incorporated into the amended IWRMP.

As part of the IWRMP amendment, EKI will also update and recalibrate the City's water, wastewater, and recycled water hydraulic models to incorporate recent infrastructure improvements and system expansions, updated demand and flow projections, and current operational strategies. Based on updated hydraulic evaluations, EKI will amend the City's capital improvement program (CIP) for each system. EKI will also update the existing Tracking Tool Database to track available water supply, wastewater treatment, and wastewater disposal capacity for each developer.

Proposed Scope of Work

EKI proposes the following tasks as part of this scope of work to amend the City's 2019 WWSMP as part of a comprehensive amendment to the City's 2019 IWRMP.

Task 1 – Project Management and Coordination

EKI will provide project management and general consultation services to the City. This task includes coordination and communications with City staff, general consultation, and technical project management services. Frequent and clear communication with the City throughout the development of the WWSMP update will be important to ensure that the plan meets the City's expectations and stays on schedule. Specific tasks include:

- **Information Management:** Specific information will be required for amending the WWSMP. EKI will prepare a list of information requests and submit the list to City staff. EKI will compile and review information. Information requests are expected to include:
 - Current and projected land use information that reflects new development and the proposed General Plan Update;
 - Records of recent wastewater allocation (ISU/ECU) transfers since the 2019 Tracking Tool development;
 - Current screenshots of Supervisory Control and Data Acquisition (SCADA) system Human-Machine Interface (HMI) showing operational setpoints for each wastewater system facility;
 - SCADA historian data in 5-minute polling intervals or less for pump station flow, wet well levels, and other available flow meters since 2017;
 - Record drawings or AutoCAD drawings for wastewater system improvements completed since 2018 or design drawings for projects currently under construction;
 - Updated water system geodatabase that incorporates all of the improvements completed since 2018; and,
 - Recent wastewater system utility planning documents for new development.

This information request will be coordinated with the information needed for the Water System Master Plan (WSMP) and the Recycled Water System Master Plan (RWSMP).

- **Kickoff Meeting:** At the kick-off meeting, EKI and City staff will discuss project goals, opportunities, constraints, information needs, roles, responsibilities, the schedule, and expectations. As part of the meeting, EKI and City staff will review and document new information since the 2019 IWRMP, including major infrastructure improvements, planning assumptions, supply estimates, and demand estimates. The team will assess impacts of the new information on master planning, revisit planning horizons, identify key analyses to be conducted as part of the IWRMP update and potential alternatives. As discussed in Task 3, EKI will also review the flow monitoring plan as part of the kickoff meeting. EKI assumes this kickoff meeting will be combined with the kickoff meeting for the WSMP and RWSMP amendments.
- **Workshops/Progress Meetings:** EKI will schedule and attend up to three (3) workshops or progress meetings with City staff and other stakeholders to review project status, preliminary results, and to solicit feedback for key project decisions. For all meetings, we will be responsible

for preparing and distributing meeting notices, agendas, and minutes. EKI assumes these progress meetings will be combined with meetings for the WSMP and RWSMP amendments.

- **Project Schedule:** We will prepare the project critical path schedule and will provide the City schedule updates as needed.
- **Project Communications and Project Management Tasks:** We will perform other project management tasks including as-needed communications and general consulting services, budget tracking, and invoicing. We will provide a budget and progress summary reports to the City with each invoice.

Deliverables:

- Information request log.
- Meeting agendas, presentations, and minutes.
- Monthly budget and progress summary reports.

Key assumptions:

- The initial data request will be combined with the requests for the WSMP and the RWSMP.
- Kickoff and progress meetings will be held remotely over video conference.

Tasks required by City staff: Fulfill data requests in accordance with schedule expectations and participate in meetings.

Task 2 – Hydraulic Model Construction and System Description Updates

As part of this task, EKI will update the City's hydraulic model construction and update the description of the existing system included in Section 3 of the 2019 WWSMP. EKI will perform the following subtasks:

- Update the wastewater system hydraulic model network to incorporate system improvements completed since the IWRMP or those currently in design or construction.
- Update the existing wastewater system hydraulic model network to incorporate system expansions related to new development since the IWRMP, including verifying ground surface and pipeline elevations in these areas based on publicly available data.
- Update the backbone wastewater system infrastructure included in the future hydraulic model for future development areas based on recent utility plans completed by developers (e.g., the November 2020 River Islands facility technical reports).
- Verify operational settings with City operations staff and update settings in the hydraulic model for all pump stations.
- Perform validation model runs to ensure connectivity and model convergence.
- Update the existing system description included in Section 3 of the 2019 WWSMP.

Deliverables:

- Updated wastewater system geodatabase exported from the updated hydraulic model.
- Draft of revised existing system description (Section 3) from the WWSMP including tables of facility data attribute information and figures.

Key assumptions:

- City will provide the updated geodatabase for the current distribution system and all as-built records for recent and current improvements in AutoCAD or PDF format.
- City will provide current operational setpoints via SCADA HMI exports and operations staff will be available to answer questions.

Tasks required by City staff: Provide relevant GIS data and as-built records and verify operational set points.

Task 3 – Flow Monitoring

EKI will conduct temporary flow monitoring at up to ten (10) locations across the City. At each location, a flow meter will be installed to monitoring wastewater flows over a one-month (i.e. 30-day) period during Winter/Spring 2022, in an attempt to collect data during at least one rainfall event. EKI will work with City staff to review 2018 and 2019 flow monitoring locations and select monitoring sites that are representative of each major land use category. EKI will prepare a monitoring plan that summarizes the approach and strategy for selection of flow monitoring sites. Due to the anticipated project schedule, this plan will be developed immediately following notice to proceed and will be reviewed with the City during the kickoff meeting.

EKI will team with Total Flow, Inc. (TFI) to install, calibrate, monitor, and remove flow monitoring equipment and collect and report data. Specific work to be performed by TFI at each location includes the following:

- Pre-monitoring inspection to confirm hydraulic suitability, take photos and videos, make measurements, make notes of each potential site, and propose alternative sites, if necessary.
- Rental, installation, and calibration of Hach FL900 flow meters at each site.
- Installation of a continuous event recording rain gauge.
- Weekly maintenance of meters and rain gauges and bi-weekly calibration of flow monitors.
- Weekly review of velocity-depth scatterplots to confirm meter sensor are performing and not drifting.
- Preparation of a monitoring report and provision of raw data in excel format.

EKI anticipates flow monitoring will begin in March 2022. Flow monitoring data collected under this task will support evaluation of wastewater flow factors and wet weather peaking factors in Task 4. EKI will update Appendix F of the 2019 WWSMP with the 2022 flow monitoring results.

Deliverables:

- Flow monitoring plan that summarizes the approach and strategy for selection of flow monitoring sites.
- Raw monitoring data in Excel format.
- Draft of updated Appendix F (Temporary Flow Monitoring Results) of the WWSMP including a flow monitoring report and figures.

Key assumptions:

- EKI and TFI will install up to ten (10) meters and one rain gauge at selected sites for a period of one month (30 days). Flow monitoring may be extended a weekly basis for selected meters, under additional scope and budget, if a significant rain event is not captured within the first month.

Tasks required by City staff: Meet with EKI staff to review the flow monitoring plan (during a progress meeting).

Task 4 – Wastewater Flow Evaluation, Model Flow Reallocations, Model Calibration, and Tracking Tool Update

This task will update the wastewater flow and peaking factors used in the model, perform model calibrations, and update the relevant sections in the 2019 WWSMP.

EKI will perform the following subtasks to evaluate and verify unit wastewater flow factors:

- Review and process pump station SCADA data.
- Calculate unit wastewater flow factors for each representative land use using City billing data, pump station SCADA data, and flow monitoring data collected under Task 3.
- Reallocate parcel-by-parcel wastewater flow in the model based on updated flow evaluation and geocode and allocate flows associated with new development added since the prior hydraulic model update.
- Reallocate near-term future, long-term future, and buildout wastewater generation within the future hydraulic models based on the updated flow factor evaluation.
- Create modeling inputs for existing, near-term, future, and buildout conditions.
- Perform dry weather model calibration by comparing modeled flows to observed flows from flow monitoring and verify unit wastewater flow factors.
- Update parcel-level wastewater flow allocation data in Tracking Tool database, including tracking of ISU / ECU wastewater allocations.

EKI will perform the following subtasks to evaluate and calibrate peak wet weather flow (PWWF):

- Evaluate PWWF peaking factors using flow monitoring (if available) and pump station SCADA data.
- If a significant wet weather response was captured during temporary flowing monitoring, review the applicability of another rainfall-derived infiltration and inflow (RDII) calibration model, perform wet weather model calibration using an applicable RDII model, and develop groundwater infiltration and RDII parameters for each drainage area.

EKI will perform the following to update the 2019 WWSMP:

- Update Wastewater Generation Factor Evaluation (Appendix A) and Wastewater Peaking Factor Evaluation (Appendix B) from the 2019 WWSMP.
- Update Study and Water Service Area (Section 2) and Existing and Future Wastewater Generation (Section 4) from the 2019 WWSMP.

Deliverables:

- Updated Tracking Tool database with updated parcel-level wastewater allocation data.
- Draft of updated Wastewater Generation Factor Evaluation (Appendix A) and Wastewater Peaking Factor Evaluation (Appendix B) from the 2019 WWSMP with tables and figures summarizing wastewater flow factor and peaking factor evaluation, including calibration results.
- Draft of revised Study and Water Service Area (Section 2) and Existing and Future Wastewater Generation (Section 4) sections from the 2019 WWSMP including all tables and figures.

Key assumptions:

- The Tracking Tool database updates will be prepared in conjunction with efforts included in the scopes of work for the RWSMP and WSMP amendments.
- SCADA data is available in less than 10-minute intervals for each pump station and tank.

Tasks required by City staff: Provide SCADA data and review draft deliverables.

Task 5 – Modeling Analysis to Evaluate System Performance

Following model calibration, EKI will utilize the updated model to evaluate the capacity of the overall wastewater system under existing and future PWWF conditions. EKI will compare results with the updated hydraulic model to those presented in the 2019 IWRMP and determine whether the results affect any of the improvement projects presented in the IWRMP.

Additionally, EKI will evaluate the capacities of the City’s existing and future treatment facilities based on updated wastewater generation projections. EKI will also evaluate the capacity of storage and pumping facilities under PWWF conditions based on established performance criteria. EKI will compare existing available capacities against current and projected capacity requirements, based on the established performance criteria and the existing and projected flows, and identify whether storage and/or pumping capacity is needed.

To address any newly identified deficiencies, EKI will develop and model potential wastewater system improvements and/or operational changes. EKI will prepare figures showing modeling results for the existing, near-term, future, and buildout scenarios and the proposed improvements, highlighting any changes from the 2019 IWRMP. EKI will update Section 6 of the 2019 WWSMP based on the results of the analysis.

Deliverables: Draft of updated Hydraulic Assessment of the Collection System (Section 6) of the 2019 WWSMP, including updated tables and figures.

Key assumptions: EKI assumes that the performance criteria established in Section 6 of the 2019 WWSMP will not change.

Tasks required by City staff: Review draft deliverables.

Task 6 – Wastewater System Master Plan Amendment

Based on the evaluations performed as part of Task 5, EKI will develop a revised recommended CIP. EKI will update cost factors based on the current construction market and update opinions of probable cost

for each project. EKI will work with the City to develop criteria for prioritizing these projects and will establish project priorities based on this criteria. EKI will submit a draft of the updated Recommended CIPs (Section 7) and Recommended CIP details (Appendix E) from the 2019 WWSMP.

After City review of each draft WWSMP section prepared in Tasks 2 through 6, EKI will revise and compile each of the sections and prepare a complete draft WWSMP amendment for review by the City and key stakeholders. EKI will submit a final WWSMP amendment that incorporates the City’s and other stakeholder comments.

Deliverables:

- Draft of updated Recommended Capital Improvement Projects (Section 7) and Recommended CIP details (Appendix E) of the 2019 WWSMP.
- Draft and Final WWSMP amendment (2 electronic copies [PDF and Word versions])

Key assumptions:

- Comments from City and stakeholder on Draft WWSMP will be minor and will not require additional technical analysis.
- EKI assumes that a programmatic EIR is not required but can provide technical support in preparation of a programmatic EIR as part of a separate work authorization.

Tasks required by City staff: Review draft Section 7 and the Draft WWSMP Amendment.

Project Schedule

EKI is available to initiate work upon receiving authorization from the City. A general schedule for Tasks 1 through 6 is presented below.

TASK	2022										
	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
Task 1 - Project Management and Coordination	[Hatched bar]										
Task 2 - Hydraulic Model Construction and System Description Updates		[Solid bar]									
Task 3 - Flow Monitoring	[Solid bar]										
Task 4 – Wastewater Flow Flow Evaluation, Model Flow Reallocations, Model Calibration, and Tracking Tool Update					[Solid bar]						
Task 5 – Modeling Analysis to Evaluate System Performance								[Solid bar]			
Task 6 - Wastewater System Master Plan Amendment											
<i>Draft Section 7 (CIP)</i>									[Solid bar]		
<i>Draft Master Plan Report</i>										[Solid bar]	
<i>Final Master Plan Report</i>											[Solid bar]

Compensation for Consulting Services

We propose that compensation for consulting services by EKI be on a time and expense reimbursement basis per our attached current Schedule of Charges, dated 2 January 2022. Based on the proposed Scope of Work described above, our estimated not-to-exceed budget is \$183,400 for Tasks 1 through 6, as follows by task:

Task	Budget Estimate
Task 1 - Project Management and Communications	\$11,200
Task 2 - Hydraulic Model Construction and System Description Updates	\$22,200
Task 3 - Flow Monitoring	\$59,200
Task 4 - Wastewater Flow Evaluation, Model Flow Reallocations, Model Calibration, and Tracking Tool Update	\$41,400
Task 5 - Modeling Analysis to Evaluate System Performance	\$20,900
Task 6 - Wastewater System Master Plan Amendment	\$28,500
TOTALS	\$183,400

A detailed budget table is included in Attachment A.

Terms and Conditions

Other than the scope of work, budget, and schedule herein, the work will be performed per the terms and conditions established in our current agreement with the City of Lathrop 13 July 2020.

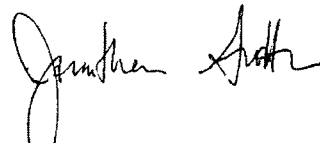
Thank you for the opportunity to work with the City on this project. Please contact Jonathan Sutter at 650-292-9099 or jsutter@ekiconsult.com with any questions.

Very truly yours,

EKI ENVIRONMENT & WATER, INC.



Anona Dutton, PG, CHg
Vice President



Jonathan Sutter, PE
Project Manager

Attachments:

- A. Budget Estimate for Proposed Scope of Work
- B. EKI Schedule of Charges, dated 2 January 2022

Attachment A - Budget Estimate for Proposed Scope of Work
Wastewater System Master Plan Amendment, 2022 Integrated Water Resources Master Plan Amendment
City of Lathrop, California

TASKS	EKI Labor						Expenses	TOTAL (3)
	CAD/ GIS	G4 Staff Engineer(s)	ASC II - Tina Wang, PE, Project Eng/Deputy PM	ASC I - Jonathan Sutter, PE, PM/QAQC	OFC - Anona Dutton, PIC	TOTAL EKI Labor, including 4% Comm. Charge (1)		
	133	165	230	276	307	(\$)	(\$)	(\$)
Task 1 - Review of Available Information and Initial Meetings								
Prepare, Review, and Document Requests for Information		4	2			\$1,165	\$0	\$1,165
Kickoff Meeting		2	2	2	1	\$1,715	\$0	\$1,715
Participate in three (3) progress meetings/workshops		12	6	6		\$5,217	\$0	\$5,217
Prepare and periodically update project schedule		2	1			\$582	\$0	\$582
Other communications and project management tasks			8		2	\$2,552	\$0	\$2,552
Subtotal	0	20	19	8	3	\$11,231	\$0	\$11,200
Task 2 - Hydraulic Model Construction and System Description Updates								
Update hydraulic model for recent system improvements		16	2	1		\$3,511	\$0	\$3,511
Update hydraulic model for recent development expansions		24	2	1		\$4,884	\$0	\$4,884
Update hydraulic model for updated development backbone infrastructure plans		20	2	1		\$4,197	\$0	\$4,197
Verify and update operational settings		8	2	1		\$2,138	\$0	\$2,138
Perform model validation runs		8	2	1		\$2,138	\$0	\$2,138
Prepare draft update to Section 3 of WWSMP	4	16	4	2	1	\$5,149	\$80	\$5,309
Subtotal	4	92	14	7	1	\$22,018	\$100	\$22,200
Task 3 - Flow Monitoring								
Develop and review Flow Monitoring Plan with City staff	10	20	4	2	1	\$6,665	\$200	\$7,065
Perform flow monitoring		16	2			\$3,224	\$44,550	\$47,774
Prepare data submittal and QA/QC		4	2			\$1,165	\$0	\$1,165
Prepare draft update to Appendix F of WWSMP	8	8	2	1		\$3,245	\$0	\$3,245
Subtotal	18	48	10	3	1	\$14,299	\$44,800	\$59,200
Task 4 - Wastewater Flow Flow Evaluation, Model Flow Reallocations, Model Calibration, and Tracking Tool Update								
Review and process pump station SCADA data		16	6			\$4,181	\$0	\$4,181
Calculate and verify unit wastewater flow factors	2	24	8	2	1	\$7,202	\$40	\$7,282
Reallocate parcel-level flow in model	2	16	2	1		\$3,788	\$40	\$3,868
Update parcel-level wastewater allocation data in tracking tool database		8	2			\$1,851	\$0	\$1,851
Reallocate wastewater generation for near-term, long-term, and buildout future scenarios		12	2			\$2,538	\$0	\$2,538
Create modeling input sets for each scenario		4	1	1		\$1,213	\$0	\$1,213
Perform dry weather calibration		4	2	1		\$1,452	\$0	\$1,452
Evaluate peak wet weather flow peaking factors		16	4	2		\$4,276	\$0	\$4,276
Perform wet weather calibration		8	2	1		\$2,138	\$0	\$2,138
Prepare updated Appendices A and B		20	8	4	1	\$6,813	\$0	\$6,813
Prepare draft update to Sections 2 and 4 of WWSMP	4	20	4	2	1	\$5,835	\$80	\$5,835
Subtotal	8	148	41	14	3	\$41,287	\$200	\$41,400
Task 5 - Modeling Analysis to Evaluate System Performance								
Perform steady-state hydraulic modeling analysis to identify deficiencies		12	4			\$3,016	\$0	\$3,016
Compare results against IWRMP and evaluate proposed system improvements		12	4	1		\$3,303	\$0	\$3,303
Prepare updated treatment, storage, and pumping capacity evaluation		12	8	1	1	\$4,579	\$0	\$4,579
Prepare draft update to Section 6 of WWSMP	16	20	12	4	1	\$9,983	\$320	\$9,983
Subtotal	16	56	28	6	2	\$20,881	\$400	\$20,900
Task 6 - Wastewater System Master Plan Amendment								
Develop updated cost factors and opinions of probable costs		20	4	8		\$6,685	\$0	\$6,685
Develop project prioritization strategy and prioritize identified projects		6	4	1		\$2,273	\$0	\$2,273
Prepare Draft Section 7 and Appendix E from WWSMP	16	16	4	2		\$6,490	\$320	\$6,810
Prepare Draft Master Plan Report	8	16	8	4	1	\$7,233	\$410	\$7,643
Prepare Final Master Plan Report	8	12	4	2		\$4,697	\$410	\$5,107
Subtotal	32	70	24	17	1	\$27,378	\$1,200	\$28,500
TOTAL:	78	434	136	55	11	\$137,094	\$46,480	\$183,400

Attachment A - Budget Estimate for Proposed Scope of Work

Wastewater System Master Plan Amendment, 2022 Integrated Water Resources Master Plan Amendment

City of Lathrop, California

Notes:

(1) A communications charge of 4% of labor costs covers e-mail access, web conferencing, cellphone calls, messaging and data access, file sharing, local and long distance telephone calls and conferences, facsimile transmittals, standard delivery U.S. postage, and incidental in-house copying.

(2) "Other Direct Costs" includes direct expenses, as listed below, incurred in connection with the work and will be reimbursed at cost plus ten percent (10%) for items such as:

a. Maps, photographs, reproductions, printing, equipment rental, and special supplies related to the work.

b. Consultants, soils engineers, surveyors, drillers, laboratories, and contractors.

c. Rented vehicles, local public transportation and taxis, travel and subsistence.

d. Special fees, insurance, permits, and licenses applicable to the work.

e. Outside computer processing, computation, and proprietary programs purchased for the work.

(2) Task subtotals rounded to the nearest hundred dollars.

Client/Address: City of Lathrop
390 Towne Centre Drive,
Lathrop, CA 95330



Proposal/Agreement Date: 25 February 2022

EKI Proposal/Project # C0-161

SCHEDULE OF CHARGES FOR EKI ENVIRONMENT & WATER, INC.

2 January 2022

<u>Personnel Classification</u>	<u>Hourly Rate</u>
Officer and Chief Engineer-Scientist	307
Principal Engineer-Scientist	296
Supervising I, Engineer-Scientist	286
Supervising II, Engineer-Scientist	276
Senior I, Engineer-Scientist	265
Senior II, Engineer-Scientist	255
Associate I, Engineer-Scientist	244
Associate II, Engineer-Scientist	230
Engineer-Scientist, Grade 1	214
Engineer-Scientist, Grade 2	202
Engineer-Scientist, Grade 3	185
Engineer-Scientist, Grade 4	165
Engineer-Scientist, Grade 5	145
Engineer-Scientist, Grade 6	128
Project Assistant	130
Technician	116
Senior GIS / Database Analyst	150
CADD Operator / GIS Analyst	133
Senior Administrative Assistant	147
Administrative Assistant	115
Secretary	96

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work will be at cost plus ten percent (10%) for items such as:

- a. Maps, photographs, reproductions, printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, drillers, laboratories, and contractors.
- c. Rented vehicles, local public transportation and taxis, travel, and subsistence.
- d. Special fees, insurance, permits, and licenses applicable to the work.
- e. Outside computer processing, computation, and proprietary programs purchased for the work.

A Communication charge for e-mail access, web conferencing, cellphone calls, messaging and data access, file sharing, local and long distance telephone calls and conferences, facsimile transmittals, standard delivery U.S. postage, and incidental in-house copying will be charged at a rate of 4% of labor charges. Large volume copying of project documents, e.g., bound reports for distribution or project-specific reference files, will be charged as a project expense as described above.

Reimbursement for company-owned automobiles, except trucks and four-wheel drive vehicles, used in connection with the work will be at the rate of sixty cents (\$0.60) per mile. The rate for company-owned trucks and four-wheel drive vehicles will be seventy-five cents (\$0.75) per mile. There will be an additional charge of thirty dollars (\$30.00) per day for vehicles used for field work. Reimbursement for use of personal vehicles will be at the federally allowed rate plus fifteen percent (15%).

CADD Computer time will be charged at twenty dollars (\$20.00) per hour. In-house material and equipment charges will be in accordance with the current rate schedule or special quotation. Excise taxes, if any, will be added as a direct expense.

Rate for professional staff for legal proceedings or as expert witnesses will be at a rate of one and one-half times the Hourly Rates specified above.

The foregoing Schedule of Charges is incorporated into the Agreement for the Services of EKI Environment & Water, Inc. and may be updated annually.

ITEM 4.6

CITY MANAGER'S REPORT APRIL 11, 2022 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVAL OF AMENDMENT NO. 4 FOR PROFESSIONAL SERVICES AGREEMENT FOR THE MANTHEY ROAD BRIDGE REPLACEMENT PROJECT, CIP PS 12-04**

RECOMMENDATION: **Adopt Resolution Approving Amendment No. 4 for Professional Services Agreement with WSP USA, Inc. for the Manthey Road Bridge Replacement Project, CIP PS 12-04**

SUMMARY:

The existing Manthey Road Bridge across the San Joaquin River was built in 1926 and identified by Caltrans for rehabilitation or replacement to maintain public safety. The City applied for and received funding from the Federal Highway Administration (FHWA) through the Highway Bridge Program (HBP). Caltrans administers the Federal funding on behalf of FHWA and oversees the environmental clearance process.

Recently, Caltrans requested additional services to complete the environmental clearance process that were not previously identified. These services include:

- Programmatic Agreement (PA) with the Cultural Studies Office (CSO)
- Cultural Resources Management Plan (CRMP),
- Post Review Discovery and Monitoring Plan (PRDP)
- Engineering analysis associated with RD 17 access requirements
- Location Hydraulic Study Report Amendment

Staff is requesting Council approve Amendment No. 4 with WSP to provide additional services and extend the term of the Agreement until June 30, 2023. The cost for the additional services is \$86,900 which has been budgeted in the Manthey Road Bridge Replacement Project CIP PS 12-04.

BACKGROUND:

On February 3, 2014, Council approved a contract with WSP in the total amount of \$1,411,350 for Preliminary Engineering and Environmental Services associated with the Manthey Road Bridge Replacement Project CIP PS 12-04. The existing bridge across the San Joaquin River was built in 1926 and identified by Caltrans for rehabilitation or replacement to maintain public safety. The project will replace the existing Manthey Road Bridge which is located approximately 0.3 miles northeast of Stewart Road.

APRIL 11, 2022 CITY COUNCIL REGULAR MEETING**APPROVAL OF AMENDMENT NO. 4 WITH WSP USA, INC. FOR PROFESSIONAL SERVICES AGREEMENT FOR THE MANTHEY ROAD BRIDGE REPLACEMENT PROJECT, CIP PS 12-04**

On July 20, 2015, Council approved Amendment No. 1 to amend the original project scope and include the preparation of an Extended Phase I (XPI) cultural survey, a Feasibility Study, and a Water Quality Assessment Report per Caltrans direction. The cost of including the additional services was \$162,019 and included in the FY 15/16 budget for the Manthey Road Bridge Replacement Project PS 12-04.

In order to expand the technical studies, continue the Extended Phase I (XPI) cultural survey, and prepare a higher class of action for National Environmental Policy Act (NEPA) compliance, Council approved Amendment No. 2 with WSP on April 9, 2018. The total amount for Amendment No. 2 was \$330,957 with a termination date of June 30, 2019. However, more time was needed for the completion of the original scope of services and the City extended the term of the Agreement by an additional 36 months through a letter agreement known as Amendment No. 3. No additional cost was identified and the new termination date would be June 30, 2022.

The Professional Consulting Services Agreement to Provide Preliminary Engineering and Environmental Compliance Services for the Manthey Road Bridge Replacement Project, CIP PS 12-04 ("Agreement") dated February 3, 2014, Amendment No. 1 dated July 20, 2015, Amendment No. 2 dated April 9, 2018, and letter agreement known as Amendment No. 3 dated May 20, 2020 between the City of Lathrop and WSP USA, Inc. (formerly Parsons Brinckerhoff, Inc.) has a termination date of June 30, 2022. Additional time is needed for WSP USA, Inc. (WSP) to complete the original scope of services detailed in the Agreement and Amendments.

To satisfy the requirements from Caltrans Cultural Studies Office (CSO), a project-specific Programmatic Agreement (PA) is needed to address archaeological sensitivity. The project would have no effect on built environment resources. WSP will also need to perform additional preliminary engineering and cost estimates to evaluate the cost impact to the project due to elimination of the Reinforced Concrete Box (RCB). Eliminating the RCB would require raising and lengthening the proposed bridge.

Staff is requesting Council approve Amendment No. 4 with WSP to provide additional coordination services (detailed in Attachment B) and extend the term of the Agreement until June 30, 2023.

REASON FOR RECOMMENDATION:

Staff is requesting Council to approve Amendment No. 4 between the City of Lathrop and WSP USA, Inc. to provide the additional coordination services needed and extend the term of the Agreement by an additional 12 months, such that the new termination date will be June 30, 2023. The proposed Amendment No. 4 will also include an amendment to add the cost of \$86,900 for the additional services needed.

CITY MANAGER'S REPORT **PAGE 3**
APRIL 11, 2022 CITY COUNCIL REGULAR MEETING
APPROVAL OF AMENDMENT NO. 4 WITH WSP USA, INC. FOR
PROFESSIONAL SERVICES AGREEMENT FOR THE MANTHEY ROAD BRIDGE
REPLACEMENT PROJECT, CIP PS 12-04

FISCAL IMPACT:

The cost for the additional services is \$86,900, which has been budgeted in the Manthey Road Bridge Replacement Project CIP PS 12-04.

ATTACHMENTS:

- A. Resolution Approving Amendment No. 4 for Professional Services Agreement with WSP USA, Inc. for the Manthey Road Bridge Replacement Project, CIP PS 12-04
- B. Contract Amendment No. 4 with WSP USA, Inc.

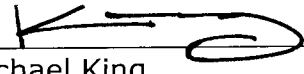
CITY MANAGER'S REPORT
APRIL 11, 2022 CITY COUNCIL REGULAR MEETING
APPROVAL OF AMENDMENT NO. 4 WITH WSP USA, INC. FOR
PROFESSIONAL SERVICES AGREEMENT FOR THE MANTHEY ROAD BRIDGE
REPLACEMENT PROJECT, CIP PS 12-04

APPROVALS:



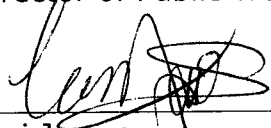
Angel Abarca
Assistant Engineer

3/29/2022
Date



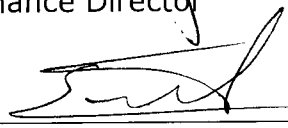
Michael King
Director of Public Works

3.31.2022
Date



Cari James
Finance Director

4/1/2022
Date



Salvador Navarrete
City Attorney

3.31.2022
Date



Stephen J. Salvatore
City Manager

4.4.22
Date

RESOLUTION NO. 22 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING AMENDMENT NO. 4 FOR PROFESSIONAL SERVICES AGREEMENT WITH WSP USA, INC. FOR THE MANTHEY ROAD BRIDGE REPLACEMENT PROJECT, CIP PS 12-04

WHEREAS, on February 3, 2014, Council approved a Professional Consulting Services Agreement with WSP USA, Inc. (formerly Parsons Brinckerhoff, Inc.) in the total amount of \$1,411,350 for Preliminary Engineering and Environmental Services associated with the Manthey Road Bridge Replacement Project, CIP PS 12-04; and

WHEREAS, on July 20, 2015, Council approved Amendment No. 1 to amend the original project scope and include the preparation of an Extended Phase I (XPI) cultural survey, a Feasibility Study, and a Water Quality Assessment Report per Caltrans direction, in the amount of \$162,019; and

WHEREAS, in order to expand the technical studies, continue the Extended Phase I (XPI) cultural survey and prepare a higher class of action for National Environmental Policy Act (NEPA) compliance, Council approved Amendment No. 2 with WSP on April 9, 2018, in the amount of \$330,957; and

WHEREAS, the termination date for Amendment No. 2 was on June 30, 2019. However, more time was needed for the completion of the original scope of services and the City extended the term of the Agreement by an additional 36 months through a letter agreement known as Amendment No. 3 dated May 20, 2020. No additional cost was identified and the new termination date would be June 30, 2022; and

WHEREAS, a project-specific Programmatic Agreement (PA) will be needed in order to satisfy the requirements from the California Department of Transportation (Caltrans) Cultural Studies Office (CSO); and

WHEREAS, in response to Caltrans Division of Local Assistance, WSP USA, Inc. (WSP) will also need to provide additional coordination services that include preliminary engineering and cost estimates to evaluate the cost impact to the project due to elimination of the Reinforced Concrete Box (RCB); and

WHEREAS, staff is requesting Council approve Amendment No. 4 with WSP to provide additional coordination services (detailed in Attachment B) and extend the term of the Agreement until June 30, 2023; and

WHEREAS, the cost for the additional services is \$86,900 which has been budgeted in the Manthey Road Bridge Replacement Project, CIP PS 12-04.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve Amendment No. 4 with WSP to provide additional coordination services (detailed in Attachment B) and extend the term of the Agreement until June 30, 2023.

The foregoing resolution was passed and adopted this 11th day of April 2022, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:


ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

AMENDMENT NO. 4

TO THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BETWEEN
THE CITY OF LATHROP AND WSP USA, INC. DATED FEBRUARY 3, 2014

FOR THE MANTHEY ROAD BRIDGE REPLACEMENT PROJECT, CIP PS 12-04

THIS AMENDMENT (hereinafter “AMENDMENT NO. 4”) to the agreement between WSP USA, Inc. and the City of Lathrop dated February 3, 2014, (hereinafter “AGREEMENT”) dated for convenience this **11th day of April 2022** is by and between **WSP USA, Inc.** (“CONSULTANT”) and the **City of Lathrop** (“CITY”), a California municipal corporation.

RECITALS:

WHEREAS, CONSULTANT and CITY entered into an AGREEMENT to provide Professional Consulting Services for the Manthey Road Bridge Replacement Project, CIP PS 12-04 dated February 3, 2014, in the amount of \$1,411,350.00; and

WHEREAS, on July 20, 2015, CONSULTANT and CITY entered into AMENDMENT NO. 1 for additional Professional Consulting Services including the preparation of an Extended Phase I (XPI) cultural survey, a Feasibility Study, and a Water Quality Assessment Report, in the amount of \$162,019.00; and

WHEREAS, on April 9, 2018, CONSULTANT and CITY entered into AMENDMENT NO. 2 for additional Professional Consulting Services including the preparation of a higher class of action for National Environmental Policy Act (NEPA) compliance, in the amount of \$330,957.00; and

WHEREAS, on May 20, 2020, CONSULTANT and CITY entered into a letter agreement known as AMENDMENT NO. 3 to extend the term of the Agreement by an additional 36 months to a new termination date of June 30, 2022; and

WHEREAS, CONSULTANT has provided CITY with a scope of work attached hereto as Exhibit “A” for AMENDMENT NO. 4 for additional Professional Consulting Services and to extend the term of the Agreement until June 30, 2023; and

WHEREAS, CONSULTANT is willing to render such Construction Staking Services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, CONSULTANT and CITY agree as follows:

(1) Scope of Service. Section (1) of the AGREEMENT for Consulting is hereby amended to add the following:

CONSULTANT agrees to perform services in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit “A” and incorporated fully herein by this reference. The aforementioned work is in addition to the scope of work in the original AGREEMENT dated February 3, 2014, Amendment No. 1 dated July 20, 2015, Amendment No. 2 dated April 9, 2018, and letter agreement known as Amendment No. 3 dated May 20, 2020 for Professional Consulting Services.

CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and the CITY'S satisfaction.

(2) Compensation. Section (2) of the AGREEMENT for Consulting Services is hereby amended as follows:

City hereby agrees to pay CONSULTANT an additional sum of **\$86,900.00** for the Professional Consulting Services set forth in Exhibit "A" of this AMENDMENT NO. 4, with a total sum not to exceed of \$1,991,226.00 (\$1,411,350.00 for the original AGREEMENT, \$162,019.00 for AMENDMENT NO. 1, \$330,957.00 for AMENDMENT NO. 2, letter agreement known as Amendment No. 3 at no additional cost, and \$86,900.00 for AMENDMENT NO. 4). CONSULTANT shall be paid within thirty (30) days of receipt of billings containing all information contained in Paragraph 5 of the original AGREEMENT. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in the original scope of work, and this AMENDMENT unless a written change order or authorization describing the extra work and payment terms has been executed by CITY'S Authorized Representative prior to the commencement of the work.

(3) Effective Date and Term

The effective date of AMENDMENT NO. 4 is **April 11, 2022** and it shall terminate no later than **June 30, 2023**. AMENDMENT NO. 4 hereby extends the term of the original AGREEMENT to June 30, 2023. All other terms of the original AGREEMENT shall remain in full force and effect.

(4) Applicability To Original Consultant AGREEMENT

All terms and conditions set forth in the AGREEMENT dated February 3, 2014 and Amendment No. 1 dated July 20, 2015, Amendment No. 2 dated April 9, 2018, and Letter agreement known as Amendment No. 3 dated May 20, 2020 are still in effect and are incorporated by reference herein and said AGREEMENT is incorporated by reference herein.

(5) Signatures

The individuals executing this AMENDMENT NO. 4 represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this AMENDMENT NO. 4 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 – WSP USA, INC.
AMENDMENT NO. 4 FOR PROFESSIONAL CONSULTING SERVICES FOR THE MANTHEY
ROAD BRIDGE REPLACEMENT PROJECT, CIP PS 12-04

Approved as to Form:

City of Lathrop
City Attorney



3-31-2022

Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop
Public Works Director

Michael King

Date

Accepted By:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

CONSULTANT:

WSP USA, Inc.
2329 Gateway Oaks Drive, Suite 200
Sacramento, CA 95833

Fed ID # 11-1531569
Lathrop Business License # 20842

Signature

Date

Print Name and Title



Date: 3/03/2022

Department of Public Works
City of Lathrop
390 Towne Center Drive
Lathrop, CA 95330
Attention: Michael King

RE: Manthey Road Bridge Replacement Project
Contract Amendment #4

Dear Michael,

Per our discussion, WSP has prepared this contract amendment for the above project. This contract amendment covers out of scope tasks such as preparation of a project-specific Programmatic Agreement (PA), additional work associated with the Location Hydraulic Study Report, and additional preliminary engineering associated with the Reinforced Concrete Box (RCB) and cost estimates. This contract amendment also extends the term of the contract for an additional 12 months. The new contract termination date is 6/30/2023.

This contract amendment also includes a \$600.00 budget transfer from WSP USA Inc. to ICF Jones & Stokes, Inc. for Other Direct Costs.

For more detail concerning added scope of services and corresponding budget amounts, please see the attached information.

Please don't hesitate to contact me with any questions.

Sincerely,
WSP USA Inc

James Gomez
Project Manager

Enclosed: Attachment A – Supplemental #4 Scope and Cost Proposal



ATTACHMENT A

Scope of Work

In response to requirements from Caltrans Cultural Studies Office (CSO), ICF will prepare a project-specific Programmatic Agreement (PA) for the Manthey Road Bridge Replacement project. It is assumed that the PA will address archaeological sensitivity only, as Caltrans has previously agreed that the project would have no effect on built environment resources.

In response to Caltrans Division of Local Assistance, WSP will perform additional preliminary engineering and cost estimates to evaluate the cost impact to the project due to elimination of the Reinforced Concrete Box (RCB). Eliminating the RCB would require raising and lengthening the proposed bridge.

Task 1 - Project Management & Administration

ICF shall provide additional calls and coordination. ICF shall attend calls, assist with schedule and tracking updates, and prepare progress reports.

WSP anticipates that the additional scope of work included in this amendment will require an additional 6 months of project management and administration. WSP assumes 8 hours per month for the WSP project manager and 4 hours per month for its project accountant for this task. The WSP project manager will attend calls, update the project schedule and tracking matrix, and prepare progress reports.

Task 6 – Preliminary Engineering Studies

Reinforced Concrete Box (RCB) for Reclamation District 17 (RD-17) Levee Maintenance Access and Riparian Brush Rabbit Wildlife Passage

The project currently includes an 18' wide x 16'-6" high Reinforced Concrete Box (RCB) for Reclamation District 17 (RD17) levee maintenance access underneath Golden Valley Parkway (GVP). The RCB will also provide wildlife passage for the Riparian Brush Rabbit.

Caltrans Division of Structures Local Assistance has taken an initial position that the cost of the RCB is not eligible for HBP funding, but instead is a local cost. During a bridge Type Selection meeting with Caltrans on January 7, 2022, Michael King requested that Caltrans reconsider its position, arguing that without the RCB, the proposed bridge would have to be lengthened and raised at considerable additional cost to the project. Subsequently, Caltrans requested additional information concerning the cost of the RCB, associated retaining walls, and HBP participating approach roadway costs. Caltrans also requested a preliminary cost estimate for the longer and higher bridge that would be required if the RCB were eliminated.



WSP will perform additional preliminary engineering for an option to raise the vertical profile of GVP and lengthen the proposed bridge due to eliminating the RCB. WSP will prepare the requested cost estimates so that Caltrans can evaluate the cost impact of eliminating the RCB.

Assumptions:

- One round of review with the City
- One round of review with Caltrans
- All deliverables will be electronic (Word, Excel, or pdf files)

Addendum to Location Hydraulic Study:

In December 2017, Caltrans issued new requirements related to hydrology and hydraulic reports for bridge projects. At that time, the Location Hydraulic Study Report for the Manthey Road Bridge Replacement project had already been reviewed and approved by Caltrans. However, Caltrans Division of Local Assistance is now requiring updates to the Location Hydraulic Study Report to include some of the new 2017 requirements related to scour and scour countermeasures.

HDR|WRECO will prepare an addendum to the Location Hydraulic Study Report, which will include revisions to the hydrologic analysis discussions, hydraulic analysis for the most up-to-date proposed bridge design, preliminary bridge scour analysis for the proposed bridge design, and recommendations for the scour countermeasures. The purpose of the addendum is to address review comments made by Caltrans as part of the bridge type selection review and approval process.

The LHS addendum will include:

- Preliminary Scour Analysis
- Hydrologic Summary Table using Caltrans Memo to Designers 16-1 format
- Further discussion of the project hydrology

Assumptions:

- WSP will provide HDR|WRECO with the most up-to-date bridge general plan.
- The addendum work will not include revisions to the hydraulic analysis of the proposed bridge with temporary structures during the construction.
- There will be no changes to the proposed bridge design when preparing the Location Hydraulic Study addendum.
- There will be no additional comments from California Department of Transportation.
- Report Addendum One round of review with the City
- HDR|WRECO will attend one virtual coordination meeting with the City and WSP Team.
- Deliverables:
 - Draft Location Hydraulic Study Report Addendum (PDF file)
 - Final Location Hydraulic Study Report Addendum (PDF file)
 - HEC-RAS model (electronic files for Caltrans review)



Task 7 – Environmental Analysis

Caltrans CSO has requested that a programmatic agreement (PA) be prepared for this project due to the sensitivity of the area. The project level PA will implement the Post Review Discovery and Monitoring Plan (PRDP).

Revise Existing HPSR Package

ICF will revise the existing HPSR package to reflect the current conditions. ICF will incorporate the additional Native American consultation conducted in 2021 and include a consultation log documenting all contacts with the Native American Heritage Commission and Native American representatives. ICF will update APE descriptions and discussions of sites within the APE in the ASR and XPI. ICF will prepare a finding of effect document addressing both built environment and archaeological resource to include in the HPSR package.

Assumptions:

- One round of review with the City
- One round of review with Caltrans
- All deliverables will be electronic (Word or pdf files)

Prepare Draft PA

ICF will prepare a draft PA for Caltrans District 10 and CSO review. The PA will include the attached PRDP, which it will implement. The draft PA will closely follow the example PA provided by Caltrans (Miner Avenue Complete Streets) but will be tailored to the current project. We anticipated consecutive rounds of review. ICF will coordinate with District staff and address their comments before the document is submitted to CSO.

Assumptions:

- One round of review at District and one round of review at CSO
- All deliverables will be electronic (Word or pdf files)
- No new graphics will be required
- Stipulations will be minimal, as one will be to implement the PRDP
- No additional technical studies, reports, or documents other than the PRDP will be required as attachments for the PA.

Prepare Final PA

ICF will address CSO comments on the draft PA to create a Final document.

Prepare Cultural Resources Management Plan (CRMP)

Building upon the Post Review Discovery and Monitoring Plan, ICF will add the following information and revise the format to create a CRMP.



- Discussion of the location of known nearby sites and how they are not located within the APE and will be avoided to be included in Chapter 3 of the PRDP.
- Expand the discussion of methods for the disposition of human remains in Chapter 6.4.2 of the PRDP to include preferences of Kathy Perez, representative of the Northern Valley Yokuts.
- Expansion of construction methods for bridge removal that illustrates that ground disturbance would be minimal to be included in Chapter 2 of the PRDP.
- Expand discussion of potential resource types
- Research questions to address historic and prehistoric resources
- Data needs – to address research questions and be eligible for listing in the National Register of Historic Places (NRHP).
- Discussion to accompany figure for ESA action plan

ICF shall acquire additional documents from the Information Center that are not provided in the initial records search.

Conduct Native American Consultation

ICF will coordinate conversations with Kathy Perez, representative of the Northern Valley Yokuts to apprise her of the preparation of the PA and request that she review and concur. Additionally, ICF will facilitate conversations with the City and Ms. Perez regarding the disposition of any Native American human remains or associated artifacts that may be unearthed during construction. This information will be added to the PRPD.

ICF will follow up again with tribes listed by the California Native American Heritage Commission (NAHC) on the list of interested tribes and individuals obtained in July 2021. ICF will make an additional round of follow up calls and send emails.

Assumptions:

- This task does not include a pre-burial agreement.
- No additional tribes will be contacted unless recommended by one of already listed contacts or the NAHC.
- This task assumes that no additional tribes will request additional consultation or request to be concurring parties or signatories for the PA or otherwise incur additional meetings or outreach.

MANTHEY ROAD BRIDGE REPLACEMENT PROJECT

SUPPLEMENT NO. 4 COST PROPOSAL

TASK	WSP										ICF			HDR		
	Project Manager	Sr. Bridge Engineer	Sr. Supervising Engineer	CADD Manager II	Project Administrator	Project Administrator	Project Administrator	Total Labor Hours	Total Labor Cost	Total Labor Hours	Total Labor Cost	Total Labor Hours	Total Labor Cost	Total Labor Hours	Total Labor Cost	
																Gomez \$113
1 Project Management	48	0	0	0	24	6	78	\$ 6,797	23	\$ 1,350				\$ 8,147		
Project Management	48				24	6	78	\$ 6,797	23	\$ 1,350				\$ 8,147		
6 Preliminary Engineering Studies	12	16	12	20	0	0	60	\$ 5,056	0	\$ -			\$ 4,046	\$ 9,102		
Prepare preliminary GVP roadway profile sheet to raise profile and eliminate Reinforced Concrete Box (RCB)	10			8			18	\$ 1,669						\$ 1,669		
Prepare preliminary cost estimate for raised GVP profile alternative including increased bridge length and height, retaining walls, and participating approach roadway.	2	16	12	12			42	\$ 3,386						\$ 3,386		
Prepare Location Hydraulic Study Addendum								\$ -				76	\$ 4,046	\$ 4,046		
7 Environmental Analysis	0	0	0	0	0	0	0	\$ -	256	\$ 11,837				\$ 11,837		
Revise HPSR Package							0	\$ -	56	\$ 2,814				\$ 2,814		
Prepare Draft PA							0	\$ -	42	\$ 1,913				\$ 1,913		
Prepare Final PA							0	\$ -	14	\$ 537				\$ 537		
Prepare CRMP							0	\$ -	104	\$ 4,712				\$ 4,712		
Native American Consultation							0	\$ -	40	\$ 1,862				\$ 1,862		
Total for Supplemental Tasks	60	16	12	20	24	6	138	\$ 11,853	279	\$ 13,187			\$ 4,046	\$ 29,086		
							OVERHEAD	\$ 18,799		\$ 23,157			\$ 5,950	\$ 47,906		
							FIXED FEE	\$ 3,065		\$ 3,634			\$ 1,000	\$ 7,699		
							DIRECT COSTS	\$ -		\$ 2,200			\$ -	\$ 2,200		
							TOTAL COST	\$ 33,717		\$ 42,178			\$ 10,996	\$ 86,891		

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ITEM 4.7

CITY MANAGER'S REPORT APRIL 11, 2022 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE TASK ORDER NO. 18 FOR J.B. ANDERSON LAND USE PLANNING TO PROVIDE CONTRACT PLANNING SERVICES FOR THE MOSSDALE LANDING WEST PROJECT AND RELATED ENTITLEMENTS.**

RECOMMENDATION: **Adopt a Resolution Approving Task Order No. 18 for J.B. Anderson Land Use Planning to Provide Contract Planning Services to Manage and Process the Mossdale Landing West Project and Related Entitlements.**

SUMMARY:

The applicant, Mr. Surjit Chahal, is proposing a General Plan Amendment, Rezone, Specific Plan Amendment, Urban Design Concept, Tentative Subdivision Map, Williamson Act Cancellation and Development Agreement for the proposed Mossdale Landing West Project. The proposed project is a low-density residential community that includes 829 single-family lots on a 169-acre site. The project will feature a 6.2-acre park near the center of the subdivision and a 5.5-acre linear park along the perimeter of the site adjacent to the San Joaquin River. The project site is located within the West Lathrop Specific Plan, bounded by Barbara Terry Boulevard to the north, River Islands Parkway to the south, and San Joaquin River to the west.

Given the size, complexity, and timeline of the project, the City requested J.B. Anderson Land Use Planning (JBAP) to provide contract planning services to review, process, and manage the project and coordinate all communication and processing effort with the City's Planning staff.

Staff has reviewed the Scope of Work and finds it to be appropriate, and requests the City Council approve Task Order No. 18. City staff will manage the contract with JBAP which will be fully funded by the developer.

BACKGROUND:

In 1991, the City Council adopted the City of Lathrop General Plan, which included Stewart Tract and Mossdale Village. In 1996, the City Council further refined the vision and implementation policies contained within the General Plan for urban development of Stewart Tract and Mossdale Village with the adoption of the West Lathrop Specific Plan (WLSP). The WLSP envisioned Mossdale Village as a predominantly traditional residential community with complementary retail and public uses with an emphasis on pedestrian access via a system of trails, linking parks, schools, and nearby commercial uses.

**CITY MANAGER’S REPORT
APRIL 11, 2022 CITY COUNCIL REGULAR MEETING
TASK ORDER NO. 18 J.B. ANDERSON LAND USE PLANNING**

The proposed project is a low-density residential community that includes 829 single-family lots on a 169-acre site. The project will feature a 6.2-acre park near the center of the subdivision and a 5.5-acre linear park along the perimeter of the site adjacent to the San Joaquin River. The linear park will tie into the linear parks already constructed in Mossdale and future connection to Stanford Crossing. The project will include new roads (and will complete the connection between Spartan Way and Towne Centre Drive) which will be designed according to City standards. Various utilities such as sanitary sewer, water, and storm drain systems will be extended to serve the subdivision.

The project site is located within the West Lathrop Specific Plan, bounded by Barbara Terry Boulevard to the north, River Islands Parkway to the south, and San Joaquin River to the west.

In order to accommodate the development of the project, the applicant has applied for various project-level entitlements that includes the following:

1. General Plan Amendment
2. Rezone
2. Specific Plan Amendment
3. Urban Design Concept
3. Tentative Subdivision Map
4. Williamson Act Cancellation
5. Development Agreement

REASON FOR RECOMMENDATION:

On August 3, 2015, the City Council approved a Master Agreement with J.B. Anderson Land Use Planning to provide professional planning services to the City. The Master Agreement allows work to be added with Task Orders approved by Council when necessary. The term of the Master Agreement is valid throughout the completion of Task Order No. 18, and is automatically renewed on July 1st of each year unless the City cancels the agreement.

At staff’s request, JBAP prepared and submitted a Scope of Work to provide contract planning services to review, process, and manage the project and coordinate all communication and processing effort with Planning staff (exhibit to Attachment #2).

JBAP provides effective and reliable professional consulting services and is well qualified to provide contract planning services for the proposed Mossdale Landing West Project.

**CITY MANAGER’S REPORT
APRIL 11, 2022 CITY COUNCIL REGULAR MEETING
TASK ORDER NO. 18 J.B. ANDERSON LAND USE PLANNING**

FISCAL IMPACT:

The funds required for Task Order No. 18 will be fully funded by the applicant. The applicant will be required to execute a funding authorization and transfer the funds to the City before the Notice to Proceed is issued. The proposed contract amount of \$115,138 for time and materials, plus the City’s Administrative Fee of \$15,000, accounts for a combined total amount not to exceed \$130,138. Staff is requesting the City Council to approve a budget amendment as follows:

Fiscal Year 2021-2022

Increase Revenue

1010-2010-371-9000	\$130,138
--------------------	-----------

Increase Expense

1010-2010-420-0100	\$130,138
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ATTACHMENTS:

1. Resolution Approving Task Order No. 18 for J.B. Anderson Land Use Planning
2. Task Order No. 18 with J.B. Anderson Land Use Planning

**CITY MANAGER'S REPORT
APRIL 11, 2022 CITY COUNCIL REGULAR MEETING
TASK ORDER NO. 18 J.B. ANDERSON LAND USE PLANNING**

APPROVALS:



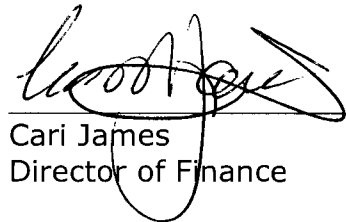
Rick Caguiat
Assistant Community Development Director

3/24/2022
Date



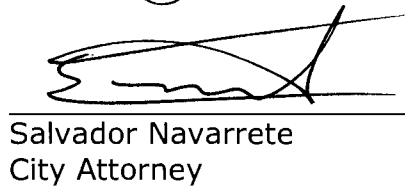
Mark Meissner
Community Development Director

3/24/2022
Date




Cari James
Director of Finance

3/29/2022
Date



Salvador Navarrete
City Attorney

3-29-2022
Date



Stephen J. Salvatore
City Manager

3-30-22
Date

RESOLUTION NO. 22-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING TASK ORDER NO. 18 FOR J.B. ANDERSON LAND USE PLANNING TO PROVIDE CONTRACT PLANNING SERVICES FOR THE MOSSDALE LANDING WEST PROJECT AND RELATED ENTITLEMENTS.

WHEREAS, the applicant, Mr. Surjit Chahal is proposing a General Plan Amendment, Rezone, Specific Plan Amendment, Urban Design Concept, Tentative Subdivision Map, Williamson Act Cancellation and Development Agreement for the proposed Mossdale Landing West Project; and

WHEREAS, J.B. Anderson Land Use Planning has prepared and submitted a Scope of Work to provide contract planning services to review, process, and manage the Mossdale Landing West Project and coordinate all communication and processing effort with Planning staff; and

WHEREAS, on August 3, 2015, the City of Lathrop entered into a Master Agreement with J.B. Anderson Land Use Planning to provide professional planning services to the City; and

WHEREAS, pursuant to the Master Agreement, the City can add additional work with Task Orders approved by the City Council when necessary; and

WHEREAS, Task Order No. 18 will be fully funded by the applicant pursuant to an executed Funding Authorization; and

WHEREAS, the proposed contract amount of \$115,138 for time and materials, plus the City's Administrative Fee of \$15,000, accounts for a combined total amount not to exceed \$130,138.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve Task Order No. 18 with J.B. Anderson Land Use Planning to provide contract planning services to review, process, and manage the Mossdale Landing West Project and Related Entitlements.

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop approves the following budget amendment for Fiscal Year 2021-2022:

Increase Revenue	
1010-2010-371-9000	\$130,138
Increase Expense	
1010-2010-420-0100	\$130,138

The foregoing resolution was passed and adopted this 11th day of April 2022, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

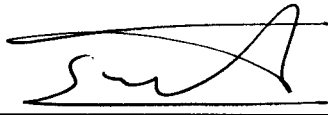
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

**CITY OF LATHROP
TASK ORDER NO. 18 PURSUANT TO
MASTER AGREEMENT FOR PROFESSIONAL CONSULTING
SERVICES BETWEEN THE CITY OF LATHROP AND J.B. ANDERSON
LAND USE PLANNING**

FOR

**THE MOSSDALE LANDING WEST PROJECT AND RELATED
ENTITLEMENTS**

THIS TASK ORDER NO. 18, dated for convenience this ____ day of APRIL 2022, is by and made and entered into by and between J.B. Anderson Land Use Planning ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, on August 3, 2015, CONSULTANT entered into a master agreement ("AGREEMENT") with the CITY, by which the CONSULTANT has agreed to provide Professional Consulting Services for the City of Lathrop. The City Council authorized the execution of the AGREEMENT, pursuant to Resolution 15-3967; and

WHEREAS, at the request of CITY, CONSULTANT submitted the scope of work and fee estimate, attached hereto as Exhibit "A", to provide professional consulting services as described in this Task Order No. 18 and incorporated herein by reference;

NOW, THEREFORE, CONSULTANT and the CITY agree as follows:

AGREEMENT

(1) **Incorporation of Master Agreement**

This Task Order No. 18 hereby incorporates by reference all terms and conditions set forth in the master agreement for consulting service dated August 3, 2015, unless specifically modified by this Task Order.

(2) **Scope of Service**

CONSULTANT agrees to perform professional consulting services in accordance with the scope of work and fee proposal provided in Exhibit "A". CONSULTANT agrees to diligently perform these services in accordance with the utmost standards of its profession and to the CITY'S satisfaction.

(3) Time of Performance

CONSULTANT shall commence performance upon receipt of notice to proceed pursuant to section 6 and shall complete all required services 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) Compensation

CITY hereby agrees to pay CONSULTANT a sum not to exceed **\$115,138** for the services 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 of the master agreement. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit "A", unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's authorized representative prior to the commencement of the work.

(6) Notice to Proceed

Prior to commencing work under this agreement, CONSULTANT shall receive a written "Notice to Proceed" from the CITY. A Notice to Proceed shall not be issued until all necessary certificates of insurances have been received. City shall not be obligated to pay CONSULTANT for any services prior to issuance of the Notice to Proceed.

(7) Billings

CONSULTANT'S bills shall include a list of all tasks, a total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONSULTANT shall not bill the 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.


(8) 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.

J.B. Anderson Land Use Planning - Task Order No. 18
Mossdale Landing West Project and Related Entitlements

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

3.24.2022

Date

Recommended for Approval:

City of Lathrop
Community Development Director

Mark Meissner

Date

Accepted By:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore

Date

CONSULTANT:

J.B. Anderson Land Use Planning
John B. Anderson, President
139 S. Stockton Avenue
Ripon, CA 95366

Fed ID # 27-2423212
Bus License # 20324

Signature

Date

(Print Name and title)

**CITY OF LATHROP
 CONTRACT PLANNING STAFF TO REVIEW AND PROCESS APPLICATIONS FILED
 BY WSBG INVESTMENTS, LP FOR THE MOSSDALE LANDING WEST PROJECT –
 GENERAL PLAN AMENDMENT, REZONE, SPECIFIC PLAN AMENDMENT, URBAN
 DESIGN CONCEPT, VESTING TENTATIVE SUBDIVISION MAP, DEVELOPMENT
 AGREEMENT, AND WILLIAMSON ACT CANCELLATION
 March 1, 2022**

PROJECT UNDERSTANDING

The City of Lathrop has solicited the professional planning services of JB Anderson Planning (JBAP) to aid in the processing of the above referenced application. The Mossdale Landing West Project is located within the West Lathrop Specific Plan (WLSP) and is approximately 169-acres bounded by Barbara Terry Boulevard to the north, open space and an existing subdivision to the northeast, River Islands Parkway to the southeast, and the San Joaquin River to the west, south and north. The Mossdale Landing West Project (hereto referred to as “the Project”) includes a General Plan Amendment, Rezone, Specific Plan Amendment, new Urban Design Concept, Vesting Tentative Subdivision Map, Williamson Act Cancellation and Development Agreement that would allow for the development of 830 single-family lots. Thirteen (13) of the 830 single-family lots are located in the existing residential area southeast of River Islands Parkway along Trestle Point, Western Coach and the extension of Towne Centre Drive. The single-family lots will include four (4) categories of lot sizes: 42’x80’/85’, 45’x75’, 50’x80’, and 50’x100’.

The project site is comprised of the following APNs: 191-190-010, -072, 191-610-020, -022, 191-620-590, and 191-340-030 and is under an existing Williamson Act Contract. The Project includes a Williamson Act Cancellation that would allow the project site to convert from the existing agricultural land to urban uses. A Notice of Non-Renewal was filed and recorded in December, 2021.

The Project will include two (2) park areas: a 6.2-acre park near the center of the subdivision, and a 30’ wide, 5.5-acre linear park around the perimeter where the site is adjacent to the San Joaquin River. The Project roadways will be designed according to the City’s standards with a 56’ right-of-way and Towne Centre Drive will have a 80’ right-of-way width. The existing Towne Centre Drive south of River Islands Parkway will be extended under River Islands Parkway and continue north through the Project to Barbara Terry Boulevard.

Utilities (sanitary sewer, water and storm drain systems) will be constructed within the rights-of-way to serve the subdivision and will connect to nearby existing systems.

Potential environmental impacts will be analyzed via a Subsequent Environmental Impact Report (SEIR), to be prepared by a CEQA Consultant, under a separate contract with the City.

JBAP’s role is to act as the managing staff planner for the project. JBAP staff shall coordinate all communication and processing efforts with the Community Development Director and Principal Planner. JBAP shall process all applications as presented including any and all modifications suggested by the property owner/agent to facilitate the entitlements of the Mossdale Landing West Project.

SCOPE OF WORK

TASK 1 PROJECT KICK-OFF AND BACKGROUND RESEARCH

JBAP staff shall attend the project kick-off meeting with the Applicant, the CEQA Consultant, and City Staff to refine the details of the Scope of Work and establish a definitive understanding of product delivery dates, including entitlement applications and exhibits including but not limited to the General Plan Amendment, Rezone, Specific Plan Amendment, Urban Design Concept, Vesting Tentative Subdivision Map, Williamson Act Cancellation, and Development Agreement. In addition, JBAP shall prepare a Project Referral List to be transmitted to City Staff and the project proponent and added upon as necessary.

JBAP assumes that the project kick-off meeting will occur in conjunction with the kick-off meeting for the SEIR by the CEQA Consultant. JBAP shall assist in defining the Project Description with City Staff, the CEQA Consultant and the project proponent including proof of the Notice of Preparation (NOP).

As part of this task, JBAP shall review the West Lathrop Specific Plan and Environmental Impact Report (EIR), certified by City Council in 1996 (SCH No. 19931112027), to obtain a better understanding of the project and the proposed amendments prepared by the applicant. JBAP staff shall prepare a memorandum that includes a review and status update of the Mitigation Monitoring and Reporting Program for the West Lathrop Specific Plan EIR. The memorandum will include a review of each Mitigation Measure to determine which are complete, incomplete, and ongoing.

Deliverables:

- One (1) PDF and one (1) MSWord copy of the Project Referral List.
- One (1) PDF and one (1) MSWord copy of the West Lathrop Specific Plan MMRP Memorandum

Meetings:

- Attend one (1) project kick-off meeting with project proponent and City Staff with follow-up conference calls and emails.
- Attend one (1) meeting with City Staff on the West Lathrop Specific Plan MMRP.

TASK 2 APPLICATION ASSESSMENT, ONGOING REVIEW, PROCESSING AND STATUS UPDATES

JBAP will work with City Departments (Public Works, Planning, Lathrop-Manteca Fire District, Lathrop Police Services and City Administration) to review the application and submittals including but not limited to revisions to the General Plan Amendment, Rezone, West Lathrop Specific Plan, Mossdale Landing West Urban Design Concept, Vesting Tentative Subdivision Map, and Development Agreement. JBAP staff shall coordinate the review by all other City Departments who will be involved with the entitlements. JBAP shall establish Department point-of-contacts and review timeframes of key application materials. In addition, JBAP staff shall schedule and attend meetings with the Applicant and key City Departments to review concerns and priority issues that need to be resolved to keep the entitlement process moving forward.

Following City Department review, JBAP staff will prepare a memorandum that includes a detailed list of questions, clarifications and revisions to the application and plans/exhibits are necessary for City Staff to complete the review of the application.

JBAP assumes that review of submittal items and exhibits will occur throughout the processing of the entitlements listed above.

JBAP staff will be responsible for collecting and organizing all Department comments as a result of the application assessment and ongoing review as well as the review by the Development Review Committee.

JBAP will provide City Staff and client with updates on the processing of the entitlements, review of application materials, anticipated submittals of revised plans from the Applicant, and notification on areas of the application and exhibits that need clarification and/or review by key City Staff members. JBAP Staff, in coordination with the CEQA Consultant, will prepare a Project Schedule that details the processing steps for the Project. The Project Schedule will be updated periodically and provide to City Staff for review and comment.

An optional Task included in this Scope of Work is to conduct a Public Workshop / Community Meeting regarding the project. The timing of the Public Workshop shall be prior to Planning Commission and/or City Council Public hearings and will include preparation of workshop materials, noticing, and the PowerPoint Presentation. JBAP Staff's role is to present an overview of the proposed project and answer questions from the audience and PC/CC relating to processing, timing, and planning related matters. It is our understanding that the Applicant will be in attendance to answer questions from the audience.

Deliverables:

- One (1) PDF and one (1) MSWord copy of a memorandum that includes a detailed list of questions, clarifications, and revisions to the application materials. This delivery may include redline comments to the application materials.
- One (1) PDF of a Project Schedule detailing the processing steps.
- Public Workshop / Community Meeting materials including but not limited to PowerPoint Presentation and handouts.
- Periodic updates on the status of processing the application will be delivered via email.

Meetings:

- JBAP assumes that multiple meetings and email communication will occur with key City Staff members to review the application materials.
- One (1) Public Workshop / Community Meeting

TASK 3

PROJECT REFERRALS

JBAP staff shall prepare all Project Referral documents including:

- Internal Department Referral (Development Review Committee (DRC))
- Outside Agency Referral (45-day Referral)
- Senate Bill 18 Referral (90-day Referral)

Pursuant to Senate Bill 18, JBAP staff will request a list of potentially affected California Native American tribes from the California Native American Heritage Commission (NAHC). JBAP will coordinate with City Staff to mail the Outside Agency and Senate Bill 18 Referrals and distribute the Internal Referral to the various Departments.

JBAP assumes that two (2) DRC meetings will occur at City Hall. JBAP staff will present and conduct the DRC meetings.

Deliverables:

- One (1) PDF and one (1) MSWord copy of the Internal Department Referral.
- One (1) PDF and one (1) MSWord copy of the Outside Agency Referral.
- One (1) PDF and one (1) MSWord copy of the Senate Bill 18 Referral/Consultation Letter.

Meetings:

- Attend two (2) Development Review Committee Meetings.
- Numerous conference calls and communications with City Staff, the Applicant and the JBAP team to receive special direction for the above referrals.

TASK 4

CEQA REVIEW

Based on our project understanding, the Project will include the preparation of a Subsequent Environmental Impact Report (SEIR). JBAP staff's role will include consultation over the CEQA Consultant's product and interaction with City Staff, review of the Administrative Draft, Screen Check Draft and Public Review Draft of the Draft SEIR and the Administrative Draft, Screen Check Draft and Public Review Draft of the Final SEIR. JBAP staff will prepare a detailed list of questions, clarifications, and revisions to each environmental document to supplement City Staff's review. JBAP assumes that no meetings are required for this task unless necessary to clarify specific Sections of the Draft SEIR and/or Final SEIR. JBAP staff's role in this regard is to peer review the environmental documents for consistency between the application materials and the Draft and/or Final SEIR, highlight areas that are of concern or need additional clarification and redline areas of the documents that require revision. JBAP staff shall report to the Community Development Director and Principal Planner of findings and seek direction and advice for proceeding with the application. JBAP staff will coordinate with other City Departments and agencies to ensure that questions have been addressed by the project proponent and/or the CEQA Consultant.

JBAP staff will provide a comprehensive review of the SEIR Mitigation Monitoring and Reporting Program (MMRP)

JBAP staff, in coordination with the CEQA Consultant, will prepare the Assembly Bill 52 (AB 52) Notification letter (30-day Notification) as required by CEQA Guidelines and Public Resources Code. JBAP assumes the AB 52 notification letter will be transmitted to the listed California Native American tribes prior to the release of the Draft SEIR and following the City's determination that the application is complete (following Task 3). The Consultation shall occur within 30-days of receiving the tribe's request for consultation.

JBAP assumes that consultation Northern Valley Yokuts tribe will occur based on previous projects (GPA-19-131, REZ-19-132 and PDP-19-133 and the River Islands Phase 2 Modified Project). JBAP will coordinate with City staff, the Applicant, and a representative from the Northern Valley Yokuts to schedule a meeting for the consultation. JBAP assumes that the meeting will include a site visit to the Mossdale Landing West area. JBAP will be responsible for scheduling and conducting the consultation.

Deliverables:

- One (1) PDF and One (1) MSWord copy of a memorandum that includes a detailed list of questions, clarifications and revisions to the Draft SEIR and Draft MMRP. This delivery may include redline comments.
- One (1) PDF and One (1) MSWord copy of a memorandum that includes a detailed list of questions, clarifications and revisions to the Final SEIR.

- One (1) PDF and one (1) MSWord copy of the Consultation Agenda.
- One (1) PDF and one (1) MSWord copy of the Consultation Meeting Minutes.

Meetings:

- A consultation may occur at the tribe's request.

TASK 5

PREPARE STAFF REPORTS AND CONDUCT PUBLIC HEARINGS

JBAP staff will prepare all Staff Reports, Resolutions, Ordinances and supporting documents to be presented at the Planning Commission and City Council meeting(s). In addition, JBAP staff will prepare the required Public Notices for Planning Commission and City Council and will transmit to City Staff in a timely manner to be 1) reviewed by City Staff and the City Attorney's Office; and 2) published in a newspaper of general circulation and mailed to property owners within 300-feet of the boundary as required by the Government Code. JBAP staff will organize and assist the City in preparing the Planning Commission and City Council Packets and will organize the Attachments in the format the City utilizes.

JBAP staff will transmit the Planning Commission and City Council Staff Reports, Resolutions, Ordinances and supporting documents to the City in a timely manner. JBAP staff will work with the City Clerk on clarifying the materials to be part of the Administrative Record.

JBAP staff will present the Proposed Project at the Study Session, Planning Commission and City Council meetings.

Deliverables:

- One (1) MSWord copy of the Public Notice, Staff Report, Resolution(s), Ordinance(s) for Planning Commission.
- One (1) PPT copy of the Planning Commission PowerPoint Presentation.
- One (1) MSWord copy of the Public Notice, Staff Report, Resolution(s), Ordinance(s) for City Council.
- One (1) PPT copy of the City Council PowerPoint Presentation.

Meetings:

- One (1) Planning Commission Public Hearing.
- One (1) City Council Public Hearing.

TASK 6

FOLLOW-UP AND ADMINISTRATIVE RECORD

Following the Planning Commission and City Council Public Hearings and approval of the Project, JBAP staff shall work with City Staff to organize the administrative hard and electronic file. JBAP staff will request electronic and hard copies of the Final West Lathrop Specific Plan and Mossdale Landing West Urban Design Concept from the project proponent at this time. The number of hard copies will be determined by City Staff (i.e., resource copy, counter copy, etc.).

Deliverables:

- No Deliverables are assumed for this task.

Meetings:

- One (1) meeting with City Staff to discuss the hard and electronic file.

COST PROPOSAL

City of Lathrop - Mossdale Landing West		Principal	Principal Planner	Senior Planner	Associate Planner	Assistant Planner	Admin Assistant	
		\$185	\$170	\$150	\$100	\$77	\$60	
HOURS								COST
TASK 1	Project Kick-Off and Background Research	12	0	23	8	0	2	\$6,590
TASK 2	Application Assessment, Ongoing Review, Processing and Status Updates	70	35	96	85	30	12	\$44,830
Task 3	Project Referrals	15	0	32	12	12	4	\$9,939
Task 4	CEQA RView	55	25	45	32	16	6	\$25,967
Task 5	Prepare Staff Reports and Conduct Public Hearings	32	10	55	29	22	12	\$21,184
Task 6	Follow-Up and Administrative Record	2	0	4	2	2	4	\$1,564
Optional Task	Community Meeting / Workshop per Meeting							\$3,000
Sub-Total of Tasks		186	70	255	168	82	40	\$110,074
Administrative Expenses (i.e. Copies)								\$500
TOTAL ESTIMATE								\$115,138

ASSUMPTIONS

1. Information requested from of Applicant, the Applicant's team, and the CEQA Consultant, Inc. is delivered to JBAP in a timely manner.
2. JBAP staff assumes Consultation as required by Assembly Bill 52 will be requested and one (1) on-site meeting will occur with the requesting tribe. Additional meetings as a result of Senate Bill 18 and/or Assembly Bill 52 notification maybe required.
3. Time and budget is estimated at the best of JBAP ability based on the information available to prepare this scope because of the complexity of the Project will undoubtedly add to the budgeted time.
4. If the schedule is protracted significantly more for reasons beyond JBAP's control, a budget amendment may apply to the remaining work.
5. The number and duration of proposed meetings and conference calls are specified. If they are exceeded, a budget amendment would be warranted.
6. The City will be responsible for the cost of newspaper publication of notices and certified mailings to individuals and/or agencies. These costs are not included in the proposed price.
7. The proposed billing rates apply to the current calendar year. For work performed after this year has concluded, budget augmentations and contract amendments will be calculated using updated billing rates.
8. After the description of the Project is approved by the City for use in the environmental document, it is assumed they will not change during the course of analysis and document preparation by the CEQA Consultant. If changes are necessary, amendment of the budget will be warranted to the extent that already completed review need to be redone.
9. JBAP assumes that the City will contract with a CEQA Consultant separately for CEQA services for this Project, including any special studies required to fully satisfy the CEQA requirements for the planning entitlements proposed.
10. Review cycles of the application materials and environmental documents will be ongoing with the various City Departments and agencies. JBAP assumes that multiple review cycles will be necessary to process the entitlement package.
11. JBAP staff is not responsible for delays associated with inter-Department review.

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ITEM 4.8

CITY MANAGER'S REPORT APRIL 11, 2022 CITY COUNCIL REGULAR MEETING

**ITEM: ACCEPTANCE OF PUBLIC IMPROVEMENTS
CONSTRUCTED BY TAYLOR BACKHOE SERVICE, INC.
DBA TBS CONTRACTORS FOR GENERATIONS CENTER
PARKING LOT LANDSCAPE, CIP PK 20-23**

**RECOMMENDATION: Adopt Resolution Accepting Public Improvements
Constructed by Taylor Backhoe Service, Inc. dba TBS
Contractors for the Construction of the Generations
Center Parking Lot Landscape, CIP PK 20-23,
Authorize the Filing of a Notice of Completion,
Release of Contract Retention, and Release of
Performance and Payment Bonds**

SUMMARY:

Taylor Backhoe Service, Inc. dba TBS Contractors (TBS) has completed the construction of the Generations Center Parking Lot Landscape, Capital Improvement Project (CIP) PK 20-23 (Project). Staff has inspected the improvements and has deemed these improvements complete and in accordance with the approved plans and specifications.

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

Staff requests City Council accept the improvements constructed by TBS for the Generations Center Parking Lot Landscape, CIP PK 20-23. Staff also requests City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk, the release of contract retention to TBS in the amount of \$25,772.69 within forty-five (45) days after the recording of the Notice of Completion, and the release of performance and payment bonds.

BACKGROUND:

On October 12, 2020, City Council awarded a construction contract to TBS for improvements pursuant to the Project. The project included concrete walkways, lighting, landscaping, upgrades to existing park equipment, a shade structure, picnic area with tables, benches, a BBQ, and two pickle ball courts. The benches and tables were subsequently removed from the contract to allow the City to select different options as they became available.

CITY MANAGER’S REPORT **PAGE 2**
APRIL 11, 2022 CITY COUNCIL REGULAR MEETING
ACCEPTANCE OF PUBLIC IMPROVEMENTS CONSTRUCTED BY TAYLOR
BACKHOE SERVICE, INC. DBA TBS CONTRACTORS FOR GENERATIONS
CENTER PARKING LOT LANDSCAPE, CIP PK 20-23

The awarded contract was for \$531,022, and a 10% construction contingency of \$53,102 was authorized for staff to use as necessary to achieve the goals of the Project. The total construction budget for the project was \$584,124.20. During construction, contract change orders totaling \$-15,568.45 were issued for a final contract amount of \$515,453.55. The construction costs referenced below capture all expenditures.

Construction costs are as follows:

A. Construction Contract	\$ 531,022.00
B. Approved Change Orders	<u>\$ (15,568.45)</u>
 Total Construction Costs	 \$ 515,453.55

Upon acceptance of the improvements, the performance and payment bonds (Bond No. 38K008412) will be released and replaced with the warranty bond (Bond No. 38K008412). The one-year warranty bond covers any repairs or replacements that may become necessary during the one-year period beginning with this acceptance due to any defective materials or workmanship in connection with the completed improvements. TBS has also provided the necessary lien releases for the materials supplied and completed work.

Staff requests City Council accept the public improvements constructed by Taylor Backhoe Service dba TBS Contractors for the construction of the Generations Center Parking Lot Landscape, Capital Improvement Project (CIP) PK 20-23. Staff also requests City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk, the release of contract retention to TBS in the amount of \$25,772.69 within forty-five (45) days after the recording of the Notice of Completion, and the release of performance and payment bonds. Staff requests that unused funds be transferred back into the Culture & Leisure CFF Fund (2260).

REASON FOR RECOMMENDATION:

TBS completed the project pursuant to the contract documents dated May 11, 2020. Staff has inspected the improvements and deemed them complete and in accordance with City standards and approved plans and specifications. The performance bond (Bond No. 38K008412, \$531,022) and payment bond (Bond No. 38K008412, \$531,022) will be released and replaced with a one-year warranty bond (Bond No. 38K008412, \$57,371.81) upon City Council’s acceptance of the improvements. The warranty bond covers any repairs or replacements that become necessary during the one-year period, beginning with this acceptance, due to defective materials or workmanship in connection with the completed improvements. TBS has also provided the necessary lien releases for the materials supplied and completed work.

CITY MANAGER'S REPORT **PAGE 3**
APRIL 11, 2022 CITY COUNCIL REGULAR MEETING
ACCEPTANCE OF PUBLIC IMPROVEMENTS CONSTRUCTED BY TAYLOR
BACKHOE SERVICE, INC. DBA TBS CONTRACTORS FOR GENERATIONS
CENTER PARKING LOT LANDSCAPE, CIP PK 20-23

FISCAL IMPACT:

The final construction contract amount with TBS for CIP PK 20-23 is for \$515,453.52. Adequate funds have been allocated in the FY 2021/22 budget to close out the project. With the completion of this project, staff requests that unused funds be transferred back into the Culture & Leisure CFF Fund (2260).

ATTACHMENTS:

- A. Resolution Accepting Public Improvements Constructed by Taylor Backhoe Service, Inc. dba TBS Contractors for the Construction of the Generations Center Parking Lot Landscape CIP PK 20-23, Authorize the Filing of a Notice of Completion, Release of Contract Retention, and Release of Performance and Payment Bonds
- B. Notice of Completion – Generations Center Parking Lot Landscape, Capital Improvement Project (CIP) PK 20-23
- C. Project Limits Map – Generations Center Parking Lot Landscape, Capital Improvement Project (CIP) PK 20-23

CITY MANAGER'S REPORT
APRIL 11, 2022 CITY COUNCIL REGULAR MEETING
ACCEPTANCE OF PUBLIC IMPROVEMENTS CONSTRUCTED BY TAYLOR
BACKHOE SERVICE, INC. DBA TBS CONTRACTORS FOR GENERATIONS
CENTER PARKING LOT LANDSCAPE, CIP PK 20-23

APPROVALS:




Ken Reed
Senior Construction Manager

3-31-2022
Date




Michael King
Public Works Director

3.31.2022
Date



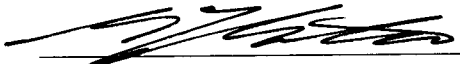
Cari James
Finance Director

4/1/2022
Date



Salvador Navarrete
City Attorney

3.31-2022
Date



Stephen J. Salvatore
City Manager

4.4.22
Date

RESOLUTION NO. 22 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING PUBLIC IMPROVEMENTS CONSTRUCTED BY TAYLOR BACKHOE SERVICE, INC. DBA TBS CONTRACTORS FOR THE CONSTRUCTION OF THE GENERATIONS CENTER PARKING LOT LANDSCAPE CIP PK 20-23, AUTHORIZE THE FILING OF A NOTICE OF COMPLETION, RELEASE OF CONTRACT RETENTION, AND RELEASE OF PERFORMANCE AND PAYMENT BONDS

WHEREAS, on October 12, 2020, City Council awarded a construction contract to Taylor Backhoe Service, Inc. dba TBS Contractors (TBS) for the construction of Generations Center Parking Lot Landscape, CIP PK 20-23 (Project) in the amount of \$531,022, and a 10% construction contingency of \$53,102 was authorized for staff to use as necessary to achieve the goals of the Project; and

WHEREAS, the scope of work included concrete walkways, lighting, landscaping, upgrades to existing park equipment, a shade structure, picnic area with tables, benches, a BBQ, and two pickle ball courts; and

WHEREAS, the benches and tables were subsequently removed from the contract to allow the City to select different options as they became available; and

WHEREAS, TBS successfully completed applicable Project work at a cost of \$515,453.52; and

WHEREAS, staff has inspected the improvements and has deemed them complete and in accordance with the approved plans and specifications; and

WHEREAS, TBS has provided the necessary lien releases for the materials supplied and completed work and a one-year warranty bond (based on 10% of total project cost) for the improvements being accepted; and

WHEREAS, the performance bond (Bond No. 38K008412, \$531,022) and payment bond (Bond No. 38K008412, \$531,022) are proposed to be released and replaced with a one-year warranty bond (Bond No. 38K008412, \$57,371.81) upon City Council's acceptance of the improvements; and

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

WHEREAS, staff requests City Council accept the public improvements constructed by TBS for Generations Center Parking Lot Landscape, CIP PK 20-23; and

WHEREAS, staff also requests City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk, the release of contract retention to TBS, in the amount of \$25,772.69, within forty-five (45) days after the recording of the Notice of Completion, and the release of performance and payment bonds.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby accept the public improvements constructed by Taylor Backhoe Service, Inc. dba TBS Contractors for improvements to Generations Center Parking Lot Landscape, CIP PK 20-23 pursuant to the contract documents dated October 12, 2020; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop authorizes the filing of the Notice of Completion with the San Joaquin County Clerk and the release of the contract retention to TBS, in the amount of \$25,772.69, within forty-five (45) days after the recording of the Notice of Completion, and authorizes the release of the performance and payment bonds.

The foregoing resolution was passed and adopted this 11th day of April 2022, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

**RECORDING REQUESTED BY, AND
WHEN RECORDED MAIL TO:**

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

- That the interest or estate stated in paragraph 3 herein in the real property herein described is owned by:

NAME	STREET AND NO.	CITY	STATE
<u>City of Lathrop</u>	<u>390 Towne Centre Drive</u>	<u>Lathrop</u>	<u>CA 95330</u>

(If more than one owner of the interest stated, the name and address of each must be stated)
- That the full name and address of the owner of said interest or estate, if there is only one owner, and that the full names and addresses of all the co-owners who own said interest or estate as tenants in common, as joint tenants, or otherwise, if there is more than one owner, are set forth in the preceding paragraph.
- That the nature of title or the stated owner, or if more than one owner, then of the stated owner and co-owners is: Taylor Backhoe Service, Inc. dba TBS Contractors.
- That on the 11th day of April 2022 a work of improvement on the real property herein described was completed.
- That the name of the original contractor, if any, for said work of improvement was: Taylor Backhoe Service, Inc. dba TBS Contractors.
- That the name and address of the transferor is:

NAME	STREET AND NO.	CITY	STATE
<u>Taylor Backhoe Service, Inc. dba TBS Contractors</u>	<u>1605 E. Gerard Ave.</u>	<u>Merced,</u>	<u>CA 95341</u>
- That the real property herein referred to is situated in the City of Lathrop County of San Joaquin, State of California, and is described as follows:

Project No. CIP PK 20-23 Generations Center Parking Lot Landscape - 450 Spartan Way, Lathrop, CA 95330

CITY OF LATHROP

By: _____
Stephen J. Salvatore, City Manager Date

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

By: _____
Teresa Vargas, City Clerk Date

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the NOTICE OF COMPLETION dated **April 11, 2022** by **Taylor Backhoe Service Inc., dba TBS Contractors** to the **City of Lathrop**, a political corporation and/or governmental agency, is hereby accepted by the undersigned officer or agent on behalf of the City Council pursuant to authority conferred by minute action of the City Council adopted on **April 11, 2022**, and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____

By _____
Stephen J. Salvatore, City Manager

ATTACHMENT C – PROJECT LIMITS MAP



ITEM 4.9

CITY MANAGER'S REPORT APRIL 11, 2022 CITY COUNCIL REGULAR MEETING

ITEM: CREATE CIP PK 22-40 BANTA JOINT USE COMMUNITY PARK IMPROVEMENTS, AWARD CONSTRUCTION CONTRACT TO WESTSIDE LANDSCAPE AND CONCRETE, INC. FOR THE CRICKET PITCH INSTALLATION, AND RELATED BUDGET AMENDMENTS

RECOMMENDATION: Adopt a Resolution for the Creation of CIP PK 22-40 Banta School Joint Use Community Park Improvements, Approve a Construction Contract with Westside Landscape and Concrete, Inc. for the Installation of a Cricket Pitch, and Approve a Budget Amendment for the Purchase of Park Equipment.

SUMMARY:

Staff is asking Council to approve the creation of Capital Improvement Project (CIP) PK 22-40 Banta Joint Use Community Park Improvements. The creation of CIP PK 22-40 will allow the City to approve a construction contract with Westside Landscape and Concrete, Inc. not to exceed \$62,500 for the installation of a Cricket Pitch and authorize an increase of \$46,900 to the FY2021-22 Parks, Recreation and Maintenance Miscellaneous Equipment budget for the purchase of 5 sets of heavy duty NCAA regulation portable soccer goals in accordance with upgrade obligations within the Joint Use Agreement between the Banta Unified School District and the City.

BACKGROUND:

At the March 14, 2022 City Council Meeting, Council approved a Joint Use Agreement and related Easement Agreement between the City of Lathrop and the Banta Unified School District. This Joint Use Agreement provides community access to the 16 acres of Community Park space (Banta School Joint Use Community Park) during non-school hours, including weekdays, weekends, and days when school is not in session.

As part of the Joint Use Agreement, the City will provide the following upgrades:

- Provide five (5) sets of Heavy-Duty NCAA Regulation Portable Soccer Goals (24 feet wide, 8 feet high, and 9 feet deep); and
- To design and install a 15' x 100' cricket pitch within the joint use area. The pitch will be concrete based and covered with an all-weather synthetic surface. The pitch will be located in a manner to provide minimal impact to the ability to provide multiple playing fields at the Banta School Joint Use Community Park.

APRIL 11, 2022 CITY COUNCIL REGULAR MEETING

CREATE CIP PK 22-40 BANTA JOINT USE COMMUNITY PARK IMPROVEMENTS, AWARD CONSTRUCTION CONTRACT TO WESTSIDE LANDSCAPE AND CONCRETE, INC. FOR THE CRICKET PITCH INSTALLATION, AND RELATED BUDGET AMENDMENTS

Cricket Pitch

On March 9, 2022, the City announced a request for bids for the installation of a Cricket Pitch which closed at 6:00 pm on Thursday, March 24, 2022. Staff have identified Westside Landscape and Concrete, Inc. as the lowest responsible bidder for this project at a cost not to exceed \$62,500 (\$56,754 base bid with a 10% contingency). This agenda item proposes to fund this portion of the project through Culture and Leisure fees.

Soccer Goals

Staff researched and received quotes for 5 sets of Heavy-Duty NCAA Regulation Soccer Goals that meet specifications of the Joint Use Agreement. The lowest quote received was approximately \$3,550 per goal for a total of \$46,900 which includes sales tax, shipping, and a 10% contingency. Staff requests Council authorize an increase in the FY2021-22 Parks, Recreation and Maintenance Miscellaneous Equipment budget from General Fund Reserves to cover the purchase of soccer goals.

RECOMMENDATION:

Staff is requesting that the City Council consider adopting a resolution for the creation of CIP PK 22-40 Banta School Joint Use Community Park Improvements, approving a construction contract with Westside Landscape and Concrete, Inc. not to exceed \$62,500, and authorize an increase of \$46,900 to the FY 2021-22 Miscellaneous Equipment budget for the purchase of soccer goals.

FISCAL IMPACT:

The approval of the Joint Use Agreement on March 14, 2022 created a new Community Park space within the River Islands Community which includes the City's obligation to install a cricket pitch and provide 5 sets of soccer goals at this new athletic facility. This item proposes to fund the installation of the cricket pitch and the purchase of soccer goals from Culture and Leisure fees as identified below:

Budget Amendment

Increase Transfer Out		
2260-99-00-990-9010	Culture and Leisure Fees	\$109,400

Allocation of funds to CIP PK 22-40

Increase Transfer In		
3010-99-00-393-00-00	PK 22-40	\$109,400

Increase Expenditure		
3010-80-00-420-12-00	PK 22-40	\$109,400

APRIL 11, 2022 CITY COUNCIL REGULAR MEETING

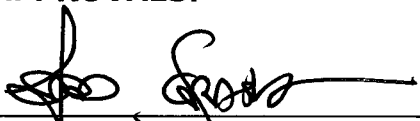
CREATE CIP PK 22-40 BANTA JOINT USE COMMUNITY PARK IMPROVEMENTS, AWARD CONSTRUCTION CONTRACT TO WESTSIDE LANDSCAPE AND CONCRETE, INC. FOR THE CRICKET PITCH INSTALLATION, AND RELATED BUDGET AMENDMENTS

ATTACHMENTS:

- A. Resolution Approving the Creation of CIP PK 22-40 Banta School Joint Use Community Park Improvements, approving a construction contract for the insallation of a Cricket Pitch, and authorizing related budget amendment for the purchase of soccer goals.
- B. Construction contract with Westside Landscape and Concrete, Inc. for the installation of a Cricket Pitch at the Banta School Joint Use Community Park.

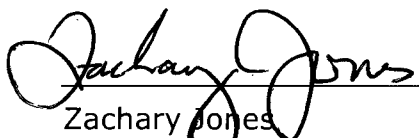
CITY MANAGER'S REPORT
APRIL 11, 2022 CITY COUNCIL REGULAR MEETING
CREATE CIP PK 22-40 BANTA JOINT USE COMMUNITY PARK
IMPROVEMENTS, AWARD CONSTRUCTION CONTRACT TO WESTSIDE
LANDSCAPE AND CONCRETE, INC. FOR THE CRICKET PITCH INSTALLATION,
AND RELATED BUDGET AMENDMENTS

APPROVALS:



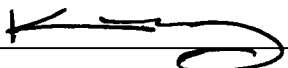
Todd Sebastian
Deputy Director of Parks, Recreation & Maintenance

3.30.2022
Date




Zachary Jones
Director of Parks, Recreation & Maintenance

3.30.2022
Date



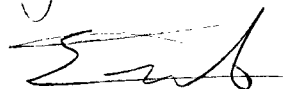
Michael King
Director of Public Works

4.4.2022
Date




Cari James
Director of Finance

4/4/2022
Date



Salvador Navarrete
City Attorney

4-4-2022
Date



Stephen J. Salvatore
City Manager

4.6.22
Date

RESOLUTION NO. 22-**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE CREATION OF CIP PK 22-40 BANTA SCHOOL JOINT USE COMMUNITY PARK IMPROVEMENTS, AWARD A CONSTRUCTION CONTRACT FOR THE INSTALLATION OF A CRICKET PITCH, AND AUTHORIZING RELATED BUDGET AMENDMENT FOR THE PURCHASE OF SOCCER GOALS**

WHEREAS, at its March 14, 2022 meeting, Council approved a Joint Use Agreement and related Easement Agreement with the Banta Unified School District; and

WHEREAS, as part of this Joint Use Agreement, the City agreed to provide the following upgrades:

- Provide five (5) sets of Heavy-Duty NCAA Regulation Portable Soccer Goals (24 feet wide, 8 feet high, and 9 feet deep); and
- Design and install a 15' x 100' cricket pitch within the joint use area. The pitch will be concrete based and covered with an all-weather synthetic surface. The pitch will be located in a manner that provides minimal impact on the ability to provide multiple playing fields at this location; and

WHEREAS, Staff have identified Westside Landscape and Concrete, Inc. as the lowest responsive and responsible bidder for this project at a cost not to exceed \$62,500 (\$56,754 base bid with a 10% contingency); and

WHEREAS, Staff requests Council approve a construction contract with Westside Landscape and Concrete, Inc. for the construction of a Cricket Pitch at the Banta School Joint Use Community Park; and

WHEREAS, Staff requests Council authorize an increase of \$46,900 into the FY2021-22 Parks, Recreation and Maintenance Miscellaneous Equipment budget to cover the purchase of soccer goals.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop approves the creation of CIP PK 22-40 Banta School Joint Use Community Park Improvements as well as authorizes the following budget amendments:

Budget Amendment

Increase Transfer Out		
2260-99-00-990-9010	Culture and Leisure Fees	\$109,400

Allocation of funds to CIP PK 22-40

Increase Transfer In		
3010-99-00-393-00-00	PK 22-40	\$109,400

Increase Expenditure		
3010-80-00-420-12-00	PK 22-40	\$109,400

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop approves a construction contract with Westside Landscape and Concrete, Inc. and authorizes the City Manager to approve the purchase of soccer goals.

The foregoing resolution was passed and adopted this 11TH day of April 2022, by the following vote of:

AYES:

NOES:

ABSTAIN:

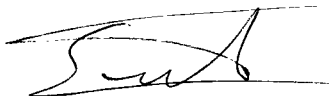
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

SECTION 00500

CRICKET PITCH – 18001 COMMERCIAL STREET
CUPCAA INFORMAL BID SOLICITATION

CONSTRUCTION CONTRACT

CONTRACT

This Contract, dated **April 11, 2022**, is entered into by and between the **City of Lathrop**, a municipal corporation of the State of California (City), and **Westside Landscape & Concrete, Inc.**, (Contractor), whose Taxpayer Identification Number is _____.

For and in consideration of the following covenants, terms and conditions, City and Contractor (the parties) agree:

1. Term. This Contract shall commence on, and be binding on the parties on, the date of execution of this Contract, and shall expire on the date of recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder, subject to the earlier termination of this Contract.
2. General Scope of Project and Work. Construction Documents for the **Cricket Pitch at 18001 Commercial Street Lathrop, CA 95330** (Project). Contractor shall furnish labor, services, materials and equipment in connection with the construction of the Project and complete the Work in accordance with the covenants, terms and conditions of this Contract to the satisfaction of City.

The work to be performed under this contract includes all work contained in the Construction Documents, as detailed in Paragraph 3 below, including, but not limited to removal and disposal of existing turf, construction of a new cricket pitch within existing turf and complete restoration of affected irrigation and turf at 18001 Commercial Street Lathrop, CA 95330, and any task necessary to accomplish the aforementioned task.

The work shall be **completed within 20 working days** following issuance of Notice to Proceed.

The Work shall be complete, and all appurtenant work, materials, and services not expressly shown or called for in the Construction Documents which may be necessary for the complete and proper construction of the Work in good faith shall be performed, furnished, and installed by the Contractor as though originally specified or shown. The Contractor will be compensated for actual work performed in accordance with the unit prices and provisions contained in these Construction Documents.

Base Bid Total: \$56,754 (Fifty Six Thousand Seven Hundred Fifty Four Dollars)

3. Construction Documents. This Contract shall include the Construction Documents which are on file with the Public Works Department and are hereby incorporated by reference (i.e. Project Specifications, Project Plans, addenda, certification of insurance, workers compensation certification, and guaranty) and the Bid Documents submitted by Westside Landscape & Concrete, Inc. on March 23, 2022. For the purposes of construing, interpreting and resolving inconsistencies between the provisions of this Contract, these documents and the provisions thereof are set forth in the order of precedence described in Article 3 of the General Conditions.

00500-1

SECTION 00500

CRICKET PITCH – 18001 COMMERCIAL STREET
CUPCCAA INFORMAL BID SOLICITATION

CONSTRUCTION CONTRACT

4. Compensation. In consideration of Contractor's performance of its obligations hereunder, City shall pay to Contractor the amount set forth in Contractor's Bid in accordance with the provisions of this Contract and upon the receipt of written invoices and all necessary supporting documentation within the time set forth in the Construction Documents. Contractor hereby shall not be permitted to invoice the City nor accept compensation for work not yet complete. In no event, shall the Contractor be entitled to payment for work not included in the approved scope of work, a written task order, or change order signed by the City's Public Works Director prior to commencement of any work.
5. Insurance. On or before the Date of Execution, Contractor shall obtain and maintain the policies of insurance coverage described in Section 5.2 of the General Conditions on terms and conditions and in amounts as may be required by the City. City shall not be obligated to take out insurance on Contractor's personal property or the personal property of any person performing labor or services or supplying materials or equipment under the Project. Contractor shall furnish City with the certificates of insurance and with original endorsements affecting coverage required under this Contract on or before the Date of Execution. The certificates and endorsements for each insurance policy shall be signed by a person who is authorized by that insurer to bind coverage in its behalf. Proof of insurance shall be mailed to the Project Manager to the address set forth in Section 15 of this Contract.
6. Indemnification. Contractor agrees to protect, defend, indemnify and hold City, its City Council members, officers, employees, engineer, and construction manager harmless from and against any and all claims, demands, liabilities, losses, damages, costs, expenses, liens, penalties, suits, or judgments, arising in whole or in part, directly or indirectly, at any time from any injury to or death of persons or damage to property as a result of the willful or negligent act or omission of Contractor, or which results from Contractor's noncompliance with any Law respecting the condition, use, occupation or safety of the Project site, or any part thereof, or which arises from Contractor's failure to do anything required under this Contract or for doing anything which Contractor is required not to do under this Contract, or which arises from conduct for which any Law imposes strict liability on Contractor in the performance of or failure to perform the terms and conditions of this Contract, except as may arise from the sole willful or negligent act or omission of City or any of its City Council members, officers, employees. This indemnification shall extend to any and all claims, demands, or liens made or filed by reason of any construction, renovation, or remodeling work performed by Contractor under this Contract at any time during the term of this Contract, or arising thereafter.
7. Assumption of Risk. Contractor agrees to voluntarily assume any and all risk of loss, damage, or injury to the property of Contractor which may occur in, on, or about the Project site at any time and in any manner, excepting such loss, injury, or damage as may be caused by the sole willful or negligent act or omission of City or any of its City Council members, officers, or employees.
8. Waiver. The acceptance of any payment or performance, or any part thereof, shall not operate as a waiver by City of its rights under this Contract. A waiver by City of any breach

00500-2

SECTION 00500

CRICKET PITCH – 18001 COMMERCIAL STREET
CUPCAA INFORMAL BID SOLICITATION

CONSTRUCTION CONTRACT

of any part or provision of this Contract by Contractor shall not operate as a waiver or continuing waiver of any subsequent breach of the same or any other provision, nor shall any custom or practice which may arise between the parties in the administration of any part or provision of this Contract be construed to waive or to lessen the right of City to insist upon the performance of Contractor in strict compliance with the covenants, terms and conditions of this Contract.

9. Compliance with Laws. Contractor shall comply with all Laws now in force or which may hereafter be in force pertaining to the Project and Work and this Contract, with the requirement of any bond or fire underwriters or other similar body now or hereafter constituted, with any discretionary license or permit issued pursuant to any Law of any public agency or official as well as with any provision of all recorded documents affecting the Project site, insofar as any are required by reason of the use or occupancy of the Project site, and with all Laws pertaining to nondiscrimination and affirmative action in employment and hazardous materials.

DEPARTMENT OF INDUSTRIAL RELATIONS- COMPLIANCE MONITORING UNIT

DIR Registration.

- a) **Contractor and Subcontractor Compliance.** Strict compliance with DIR registration requirements pursuant to Labor Code Section 1725.5 is a material obligation of the Contractor under the Contract Documents. The foregoing includes without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the Contractor and all Subcontractors of any tier. The failure of the Contractor and all Subcontractors of every tier to be DIR registered at all times during the performance of the Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents.
- b) **No Subcontractor Performance of Work Without DIR Registration.** No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the Subcontractor is a DIR Registered contractor.
- c) **Contractor Obligation to Verify Subcontractor DIR Registration Status.** An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors, of all tiers, are at all times during performance of Work in full and strict compliance with DIR Registration requirements. The Contractor shall not permit or allow any Subcontractor of any tier to perform any Work without the Contractor's verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements.
- d) **Contractor Obligation to Request Substitution of Non-DIR Registered Subcontractor.** If any Subcontractor identified in the Contractor's Subcontractor List submitted with the Contractor's proposal for the Work is not DIR Registered at the time of opening of

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CONSTRUCTION CONTRACT

proposals for the Work or if a Subcontractor's DIR registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request the CITY's consent to substitute the non-DIR registered Subcontractor pursuant to Labor Code Section 1771.1(c)(3) and/ or Labor Code Section 1771.1(d).

Certified Payroll Records

- a) Compliance with Labor Code Section 1771.4 and 1776. A material obligation of the Contractor under the Contract Documents is: (i) the Contractor's strict compliance with the requirements pursuant to Labor Code Section 1771.4 and 1776 for preparation and submittal of Certified Payroll Records ("CPR"); and (ii) the Contractor's enforcement of CPR preparation and submittal for all Subcontractors of every tier.
- b) Express Condition Precedent to Payment of Contract Price. Strict compliance with CPR requirements established pursuant to Labor Code Section 1776 is an express condition precedent to the CITY's obligation to: (i) process any request for payment of any portion of the Contract Price; or (ii) to disburse any portion of the Contract Price to the Contractor. The Contractor shall demonstrate strict compliance with CPR preparation and submittal requirements by delivery to the CITY of electronic files or hard copies of all CPR's submitted by the Contractor and/ or Subcontractors for Work pursuant to Labor Code Section 1771.4 and 1776 concurrently with the submittal thereof to the Labor Commissioner. The CITY: (i) shall not be obligated to process or disburse any portion of the Contract Price; or (ii) shall not be deemed in default of the CITY's obligations under the Contract Documents unless the Contractor's demonstrates strict compliance with CPR preparation and submittal requirements.
- c) PWR Monitoring and Enforcement. During the Work pursuant to Labor Code Section 1771.4(a)(4), the Department of Industrial Relations shall monitor and enforce the obligation of the Contractor and Subcontractors of every tier to pay the laborers performing any portion of the work the PWR established for the classification of work/ labor performed.

RECORD OF WAGES PAID: INSPECTION

Pursuant to Labor Code section 1776, Contractor stipulates the following:

- a) Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work under the Facilities lease and Construction Provisions. Such records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information of such forms. The payroll records may consist of payroll data that are maintained as computer records, if printouts contain the same information as the forms

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provided by the division and the printouts are verified as specified in subdivision (a) of Labor Code section 1776.

- b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:
 - (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employees or his or her authorized representative on request.
 - (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the CITY, the Division of Labor Standards Enforcement, and Division of Apprenticeship Standards of the Department of Industrial Relations.
 - (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or copies thereof. However, a request by the public shall be made through either the CITY, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to such records at the principal office of Contractor.
- c) Contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of the written request.
- d) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, by the CITY, the Division of Apprenticeship Standards, or the division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of contractor awarded the contract or performing the contract shall not be marked or obliterated.
- e) Contractor shall inform the CITY of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within (5) working days, provide a notice of a change of location and address.
- f) In the event of noncompliance with the requirements of this Article, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this Article. Should noncompliance still be evident after such 10-day period, Contractor shall pay a penalty of One- Hundred Dollars (\$100.00) to the CITY for each calendar day, or portion thereof, for each worker, until strict

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CONSTRUCTION CONTRACT

compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from the progress payment then due.

The responsibility for compliance with this Article shall rest upon Contractor.

10. Bonds. As a condition precedent to City's obligation to pay compensation to Contractor, and on or before the date of Execution, Contractor shall furnish to the Project Manager the Bonds as required under the Notice to Contractors.
11. Representations and Warranties. In the supply of any materials and equipment and the rendering of labor and services during the course and scope of the Project and Work, Contractor represents and warrants:
 - (1) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be vested in Contractor;
 - (2) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be merchantable and fit to be used for the particular purpose for which the materials are required;
 - (3) Any labor and services rendered and materials and equipment used or employed during the course and scope of the Project and Work shall be free of defects in workmanship for a period of one (1) year after the recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder;
 - (4) Any manufacturer's warranty obtained by Contractor shall be obtained or shall be deemed obtained by Contractor for and on behalf of City.
 - (5) Any information submitted by Contractor prior to the award of Contract, or thereafter, upon request, whether or not submitted under a continuing obligation by the terms of the Contract to do so, is true and correct at the time such information is submitted or made available to the City;
 - (6) Contractor has not colluded, conspired, or agreed, directly or indirectly, with any person in regard to the terms and conditions of Contractor's Bid, except as may be permitted by the Notice to Contractors;
 - (7) Contractor has the power and the authority to enter into this Contract with City, that the individual executing this Contract is duly authorized to do so by appropriate resolution, and that this Contract shall be executed, delivered and performed pursuant to the power and authority conferred upon the person or persons authorized to bind Contractor;

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CONSTRUCTION CONTRACT

- (8) Contractor has not made an attempt to exert undue influence with the Project Manager or any other person who has directly contributed to City's decision to award the Contract to Contractor;
 - (9) There are no unresolved claims or disputes between Contractor and City which would materially affect Contractor's ability to perform under the Contract;
 - (10) Contractor has furnished and will furnish true and accurate statements, records, reports, resolutions, certifications, and other written information as may be requested of Contractor by City from time to time during the term of this Contract;
 - (11) Contractor and any person performing labor and services under this Project is duly licensed as a contractor with the State of California as required by California Business & Professional Code Section 7028, as amended; and
 - (12) Contractor has fully examined and inspected the Project site and has full knowledge of the physical conditions of the Project site.
12. Assignment. This Contract and the performance required hereunder is personal to Contractor, and it shall not be assigned by Contractor. Any attempted assignment shall be null and void.
 13. Claims of Contractor. All claims pertaining to extra work, additional charges, or delays within the Contract Time or other disputes arising out of the Contract shall be submitted by Contractor in accordance with the General Conditions.
 14. Audits by City. During the term of this Contract and for a period of not less than three (3) years after the expiration or earlier termination of this Contract, City shall have the right to audit Contractor's Project-related and Work-related writings and business records, as such terms are defined in California Evidence Code Sections 250 and 1271, as amended, during the regular business hours of Contractor, or, if Contractor has no such hours, during the regular business hours of City.
 15. Notices. All contracts, agreements, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) days by delivery of a hard copy of the material sent by facsimile transmission, in accordance with (1), (2) or (3) above. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

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**CRICKET PITCH – 18001 COMMERCIAL STREET
CUPCCAA INFORMAL BID SOLICITATION**

CONSTRUCTION CONTRACT

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

Copy: City of Lathrop
Department of Public Works
390 Towne Centre Drive
Lathrop, CA 95330
PHONE: (209) 941-7430
FAX: (209) 941-7449
ATTN: Senior Construction Manager

To Contractor: Westside Landscape & Concrete, Inc.
Mailing Address: 27107 State Highway 33
Newman, CA 95360

Phone: (209) 862-3908

Email: _____

ATTN: _____

Miscellaneous

- (1) Bailee Disclaimer. The parties understand and agree that City does not purport to be Contractor's bailee, and City is, therefore, not responsible for any damage to the personal property of Contractor.
- (2) Consent. Whenever in this Contract the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (3) Controlling Law. The parties agree that this Contract shall be governed and construed by and in accordance with the Laws of the State of California.
- (4) Definitions. The definitions and terms are as defined in these specifications.
- (5) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Contract, which directly results from an Act of God or an act of a superior governmental authority.
- (6) Headings. The paragraph headings are not a part of this Contract and shall have no effect upon the construction or interpretation of any part of this Contract.

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CRICKET PITCH – 18001 COMMERCIAL STREET
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CONSTRUCTION CONTRACT

- (7) Incorporation of Documents. All documents constituting the Construction Documents described in Section 3 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in this Contract and shall be deemed to be part of this Contract.
- (8) Integration. This Contract and any amendments hereto between the parties constitute the entire contract between the parties concerning the Project and Work, and there are no other prior oral or written contracts between the parties that are not incorporated in this Contract.
- (9) Modification of Contract. This Contract shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (10) Provision. Any contract, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Contract shall define or otherwise control, establish, or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (11) Resolution. Contractor shall submit with its Bid a copy of any corporate or partnership resolution or other writing, which authorizes any director, officer or other employee or partner to act for or on behalf of Contractor or which authorizes Contractor to enter into this Contract.
- (12) Severability. If a court of competent jurisdiction finds or rules that any provision of this Contract is void or unenforceable, the provisions of this Contract not so affected shall remain in full force and effect.
- (13) Status of Contractor. In the exercise of rights and obligations under this Contract, Contractor acts as an independent contractor and not as an agent or employee of City. Contractor shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of City, and Contractor expressly waives any and all claims to such rights and benefits.
- (14) Successors and Assigns. The provisions of this Contract shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (15) Time of the Essence. Time is of the essence of this Contract and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday, or any Day observed as a legal holiday by City, the time for performance shall be extended to the following Business Day.
- (16) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.

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CONSTRUCTION CONTRACT

- (17) Recovery of costs. The prevailing party in any action brought to enforce the terms of this Contract or arising out of this Contract, including the enforcement of the indemnity provision(s), may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.
- (18) Contractor and subcontractors must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations at 40 CFR Part 15.
- (19) Contractors and subcontractors must comply with mandatory standards and policies relating to the energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation ACT (Public Law 94-163, 89 stat 871).
- (20) The Contractor shall provide access to the site for the Environmental Protection Agency and its duly authorized representatives, and the City.
- (21) If during the course of construction evidence of deposit of historical or archaeological interest is found, the Contractor shall cease operation affecting the find and shall notify the City, who shall notify the EPA and the State Historic Preservation Officer. No further disturbance of the deposits shall ensue until the Contractor has been notified by the City that construction may proceed. The City will issue a notice to proceed only after the state official has surveyed the find and made a determination to the EPA and the City. Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the Construction Documents.
- (22) Notice to Proceed. Prior to commencing work under this Contract, CONTRACTOR shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONTRACTOR for any services prior to issuance of the Notice to proceed.
- (23) Signatures. The individuals executing this Contract represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Contract on behalf of the respective legal entities of the CONTRACTOR and the CITY. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- (24) This project is a public works project: Contractor shall comply with requirements of California Labor Code § 1700 and following, and prevailing wages shall be paid for work performed on this project.

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CONSTRUCTION CONTRACT

- (25) The statutory provisions for penalties for failing to comply with the State of California wage and labor laws be enforced, as well as that for failing to pay prevailing wages.

EXHIBITS:

EXHIBIT A: Contractor's Submitted Bid Packet

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

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**CRICKET PITCH – 18001 COMMERCIAL STREET
CUPCAA INFORMAL BID SOLICITATION**

CONSTRUCTION CONTRACT

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

CONTRACTOR:

By: _____

Name: _____

Title: _____

CITY OF LATHROP

APPROVED AS TO FORM:

By: _____
Salvador Navarrete, City Attorney

RECOMMENDED FOR APPROVAL:

By: _____
Michael King, Director of Public Works

APPROVED:

By: _____
Stephen J. Salvatore, City Manager

SECTION 00300

CRICKET PITCH – 18001 COMMERCIAL STREET
CUPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

BID PROPOSAL FORMS

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

ATTENTION: Public Works Department

FOR: STEAM ACADEMY CRICKET PITCH

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

LEGAL COMPLIANCE

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

SCHEDULE OF PRICES

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

BASIS OF AWARD

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

SECTION 00300

CRICKET PITCH – 18001 COMMERCIAL STREET
CUPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

STEAM ACADEMY CRICKET PITCH

BID SCHEDULE

BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED TOTAL
1	Mobilization, incl. Site Safety Fencing, ESCP and Move In/Out	1	LS	\$5,000	\$5,000.00
2	Construct New Cricket Pitch per Attached Plans and Specifications	1	LS	\$45,254	45,254.00
3	Removal and Disposal of Existing Turf / Soil and Ingress-Egress Irrigation / Turf Repairs	1	LS	\$6,500	\$6,500.00

TOTAL BID: \$ 56,754.00

TOTAL BID IN WORDS: Fifty Six Thousand Seven Hundred Fifty Four and 00/100

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CRICKET PITCH – 18001 COMMERCIAL STREET
CUPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

INFORMATION REQUIRED OF BIDDER

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

BIDDER'S INFORMATION

- (1) Bidder's name and address:
Westside Landscape & Concrete, Inc.
27107 CA-33 Newman CA 95360

- (2) Bidder's telephone number: Cell: 209-427-5778 Office: 209-862-3908
- (3) Bidder's fax number: 209-862-3608
- (4) Bidder's Contractor's License (Class): C-8, C-13, C-27, D49.

License No.: CSLB #825160

Expires: 11/30/2022

- (5) Person who inspected site of proposed work for Contractor's firm:
Name: Jaime I. Alvarado Date of Inspection: 3/18/2022

- (6) List 3 projects of a nature similar to this project:

Project	Contract Price	Name, Address and Telephone Number of Owner
Alisal Cricket Pitch	\$60,031.70	Pleasanton Unified School District 4665 Bernal Ave Pleasanton Ca 94566 925-462-5500
Banta Elementary School Field Renovation	\$250,000	Daniel Velazquez Director of Maintenance & Operations (760) 920-1831 Banta Elementary School District 22375 El Rancho Rd Tracy CA
Field Renovation Booster Pump Install and Track Repair	\$340,725.66	Pleasanton Unified School District 4665 Bernal Ave Pleasanton Ca 94566 925-462-5500

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CRICKET PITCH - 18001 COMMERCIAL STREET I
 CU PCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

List of Subcontractors:

The Bidder shall list below the name and business address of each subcontractor who will perform work under this Bid in excess of one-half of one percent of the Contractor's Total Bid Price, and shall also list the portion of the WORK which will be done by such subcontractor, in accordance with Section 4107 of the Public Contract Code. After the opening of bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of work to be performed with the words "and/or" will not be permitted. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection. Should the Contractor provide a bid that does not require a subcontractor, the Contractor shall note that on this page by writing "Not Applicable" in the list below.

<u>Work to be Performed</u>	<u>Subcontractor License Number</u>	<u>Percent of Total Contract</u>	<u>Subcontractor's Name & Address</u>
1. <u>Court Striping</u>	<u>847795</u>	<u>1%</u>	<u>Womack Striping Inc. 1336 Lone Palm Ave Modesto, CA 95351 209.550.0771</u>
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____

Note: Attach additional sheets if required.

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CRICKET PITCH – 18001 COMMERCIAL STREET
CUPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

ADDENDA

Bidder acknowledges receipt of the following addendum (addenda):

#1 3/22/2022

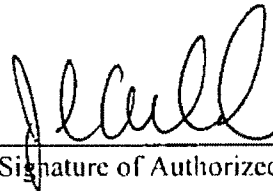
Respectfully submitted,

March 21, 2022

Dated

Westside Landscape & Concrete, Inc.

Legal Name of Firm



Signature of Authorized Representative

(Seal)

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

California

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

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

Armando Garcia President

Rolando Garcia Treasure

Karina Casteneda Secretary

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SECTION 00300

CRICKET PITCH – 18001 COMMERCIAL STREET
CIPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Westside Landscape & Concrete, Inc.

as PRINCIPAL, and Granite Re, Inc. dba Granite Surety Insurance Company

as SURETY are held; and firmly bond unto the City of Lathrop in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by the Principal to the City of Lathrop for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made to the City of Lathrop to which the bid was submitted, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by those presents. In no case shall the liability of the surety hereunder exceed the sum of ~~\$(10%) Ten Percent of Bid~~

THE CONDITION OF THIS OBLIGATION IS SUCH,

THAT, WHEREAS, the Principal has submitted the above mentioned bid to the City of Lathrop for certain construction specifically described as follows, for which bids are to be opened at the City Hall, 390 Towne Centre Drive, Lathrop, CA: **STEAM ACADEMY CRICKET PITCH.**

NOW, THEREFORE, if the Principal is awarded the contract and within the time and manner required under the specifications, after the prescribed forms are presented to him for signature enters into a written contract in the prescribed form, in accordance with the bid, and files two bonds with the City, one to guarantee faithful performance, and the other to guarantee payment for labor and materials as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force.

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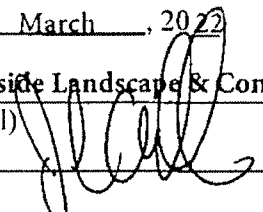
SECTION 00300

CRICKET PITCH - 18001 COMMERCIAL STREET
CU PCCAA INFORMAL BID SOLICITATION


BID PROPOSAL FORMS

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 24th day
of March, 2022

Westside Landscape & Concrete, Inc.
(Seal)


Address: 27107 State Highway 33
Newman, CA 95360

Granite Re, Inc. dba Granite
Surety Insurance Company (Seal)


Address: 14001 Quailbrook Drive
Oklahoma City, OK 73134

NOTE: Signatures of those executing for the surety must be properly acknowledged.

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 the document.

ACKNOWLEDGMENT OF PRINCIPAL

State of _____

County of _____

On this _____ day of _____, 20____, before me _____ personally appeared
Here insert Name and Title of Officer

_____, who proved to me on the basis of satisfactory evidence to be the person
Name of Signer

whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

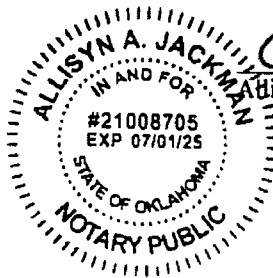
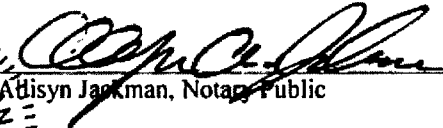
WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

ACKNOWLEDGMENT OF SURETY

State of Oklahoma
County of Oklahoma

On this 24th day of March, 2022 before me personally come(s) Kenneth D. Whittington, Attorney in-Fact of Granite Re, Inc. dba Granite Surety Insurance Company with whom I am personally acquainted, and who, being by me duly sworn, says that he reside(s) in Oklahoma City, Oklahoma that he is the Attorney in Fact of Granite Re, Inc. dba Granite Surety Insurance Company, the company described in and which executed the within instrument; that he know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and he signed said instrument as Attorney(s)-in-Fact of the said Company by like order.

 
Allisyn Jackman, Notary Public

**GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY
GENERAL POWER OF ATTORNEY**

Know all Men by these Presents:

That GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

KENNETH D. WHITTINGTON; KYLE MCDONALD its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

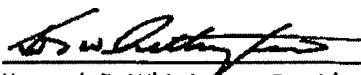
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

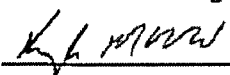
KENNETH D. WHITTINGTON; KYLE MCDONALD may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





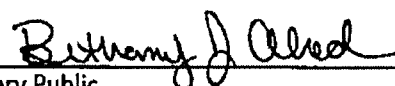
Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620





Notary Public

**GRANITE RE, INC.
Certificate**

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY, a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of GRANITE RE, INC. DBA GRANITE SURETY INSURANCE COMPANY and that said Power of Attorney has not been revoked and is now in full force and effect.

“RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.”

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
March 24, 2022.





Kyle P. McDonald, Assistant Secretary

CALIFORNIA JURAT

GOVERNMENT CODE § 8202

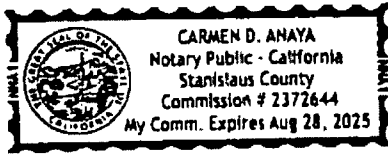
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Stanislaus

Subscribed and sworn to (or affirmed) before me on

this 22 day of March, 2022, by
Date Month Year



(1) Jaime I Alvarado

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Place Notary Seal and/or Stamp Above

Signature Carmen D Anaya
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: Auto Collision - City of Lathrop

Document Date: 03/22/2022 Number of Pages: 9

Signer(s) Other Than Named Above: _____

SECTION 00300

CRICKET PITCH – 18001 COMMERCIAL STREET
CUPCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder, who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

NOTE: The above Statement and Questionnaire are part of the Proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

(END OF SECTION)

00300-9

ITEM 4.10

CITY MANAGER'S REPORT APRIL 11, 2022 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVAL OF FINAL MAP, C2 COMMUNITY PARK OFFER OF DEDICATION BY GRANT DEED, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 23 LOTS IN TRACT 3794 VILLAGES "C6" AND "C7" WITHIN SOUTH RIVER BEND DISTRICT OF RIVER ISLANDS**

RECOMMENDATION: **Adopt Resolution Approving Final Map for Tract 3794 Villages "C6" and "C7" within the South River Bend District, Totaling 23 Single Family Lots, C2 Community Park Offer of Dedication by Grant Deed, and Subdivision Improvement Agreement with River Islands Custom Homesites, LLC**

SUMMARY:

The proposed Final Map for Tract 3794 will subdivide Villages "C6" and "C7" into twenty-three (23) semi-custom home lots. A Vicinity Map is included as Attachment "B".

Staff recommends that the City Council approve the proposed Final Map Tract 3794, Villages "C6" and "C7" and Subdivision Improvement Agreement (SIA) with River Islands Custom Homesites, LLC ("River Islands"), included as Attachment "C".

River Islands has completed the design of the C2 Community Park located on Garden Farms Avenue between Dell'Osso Drive and Oberlin Avenue and provided performance and labor & materials security to guarantee the completion of the improvements with the SIA for Tract 3794. River Islands has also provided an Offer of Dedication by Grant Deed for the C2 Community Park land and staff recommends that the City Council approve the acceptance of the land.

BACKGROUND:

The City of Lathrop City Council approved Vesting Tentative Map (VTM) 3694 on March 27, 2007 and an amended VTM 3694 with updated conditions of approval on June 1, 2015. On September 4, 2013, the City of Lathrop Planning Commission approved a Neighborhood Design Plan (NDP) and Architectural Guidelines and Design Standards (AG/DS) for the South River Bend District, known as Stage 1A, within Phase 1 of the project. The land for the proposed Final Map for Tract 3794 is within the geographic boundaries of VTM 3694 and Stage 1A.

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.

APRIL 11, 2022 CITY COUNCIL REGULAR MEETING

APPROVAL OF FINAL MAP, C2 COMMUNITY PARK OFFER OF DEDICATION BY GRANT DEED, AND SIA FOR 23 LOTS IN TRACT 3794 VILLAGES “C6” AND “C7” WITHIN SOUTH RIVER BEND DISTRICT OF RIVER ISLANDS

Construction of the improvements associated with Villages “C6” and “C7” is complete and therefore no performance or labor & materials security for Tract 3794 is necessary. The acceptance of the improvements for maintenance will be proposed tentatively at the May 2022 City Council meeting. Prior to acceptance, River Islands will be required to provide a one (1) year warranty bond.

The SIA for Tract 3794 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 3794, the Final Map will not trigger any additional offsite improvements or security.

Section 9 of the SIA requires River Islands to complete design, provide security and dedicate the land for the 16.2 acre C2 Community Park located on Garden Farms Avenue between Dell’Osso Drive and Oberlin Avenue. The design is complete and has been approved by the City. River Islands has provided performance and labor & materials bonds in the amounts shown in Table 1 below to guarantee the park improvements. River Islands has provided an Offer of Dedication for the park land to be approved with this item, included as Attachment “F”.

Table 1 – Community Park Bond Values

Improvement Total:	\$8,413,506.89
Performance Bond (Bond No. 0799663):	\$9,254,857.58
Labor & Materials Bond (Bond No. 0799663)	\$4,627,428.79

Villages “C6” and “C7” were annexed to Community Facilities Districts (CFDs) No. 2016-1 Annexation No. 10 for maintenance purposes in 2016. 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:

Documents	Status
1. Final Map ready for signature	Completed
2. Subdivision Improvement Agreement	Completed
3. Performance Security – Uncompleted Landscaping and Miscellaneous Improvements	Not Required
4. Labor and Materials Security – Uncompleted Landscaping and Miscellaneous Improvements	Not Required
5. Street Improvement, Landscape, Light & Joint Trench	Completed

APRIL 11, 2022 CITY COUNCIL REGULAR MEETING

APPROVAL OF FINAL MAP, C2 COMMUNITY PARK OFFER OF DEDICATION BY GRANT DEED, AND SIA FOR 23 LOTS IN TRACT 3794 VILLAGES “C6” AND “C7” WITHIN SOUTH RIVER BEND DISTRICT OF RIVER ISLANDS

6.	Geotechnical Report	Completed
7.	Agreement for Backbone Improvements and Parks (Agreement for Dedication, Inspection and Guarantee of Streets and Public Improvements)	Completed
8.	Approval of 3 rd Amendment to Development Agreement that guarantees creation of CFD for City Maintenance and Shortfalls, and Guarantee of Developer CFDs for Developer/other public agency Maintenance	Completed
9.	Allocation of Water and Sewer capacity	Completed
10.	Recommendation for approval from Stewart Tract Design Review Committee	Completed
11.	Submitted Certificate of Insurance, Tax Letter	Completed
12.	Submitted Preliminary Guarantee of Title	Completed
13.	Escrow Instructions	Completed
14.	Tract 3794 Villages “C6” and “C7” – City of Lathrop Community Facilities District No. 2016-1 Annexation No. 10	Annexed in 2016
Fees		Status
1.	Final Map plan check fee	Paid
2.	Improvement Plans - Plan check and inspection fees	Paid
3.	Sierra Club Settlement fee	To be paid in escrow

FISCAL IMPACT:

There is no fiscal 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 3794 Villages “C6” and “C7” within the South River Bend District, Totaling 23 Single Family Lots, C2 Community Park Offer of Dedication by Grant Deed, and Subdivision Improvement Agreement with River Islands Custom Homesites, LLC
- B. Vicinity Map - Villages “C6” and “C7”
- C. Subdivision Improvement Agreement between the City of Lathrop and River Islands Custom Homesites, LLC, a Delaware limited liability company, for Tract 3794, Villages “C6” and “C7”

APRIL 11, 2022 CITY COUNCIL REGULAR MEETING

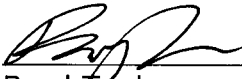
APPROVAL OF FINAL MAP, C2 COMMUNITY PARK OFFER OF DEDICATION BY GRANT DEED, AND SIA FOR 23 LOTS IN TRACT 3794 VILLAGES "C6" AND "C7" WITHIN SOUTH RIVER BEND DISTRICT OF RIVER ISLANDS

- D. Escrow Instructions - Final Map Tract 3794 Villages "C6" and "C7", including
 - Offer of Dedication by Grant Deed - C2 Community Park

- E. Final Map – Tract 3794 Villages "C6" and "C7"

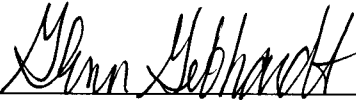
CITY MANAGER'S REPORT **PAGE 5**
APRIL 11, 2022 CITY COUNCIL REGULAR MEETING
APPROVAL OF FINAL MAP, C2 COMMUNITY PARK OFFER OF DEDICATION BY
GRANT DEED, AND SIA FOR 23 LOTS IN TRACT 3794 VILLAGES "C6" AND
"C7" WITHIN SOUTH RIVER BEND DISTRICT OF RIVER ISLANDS

APPROVALS



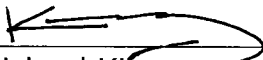
Brad Taylor
Land Development Manager

4/6/2022
Date



Glenn Gebhardt
City Engineer

4/6/22
Date



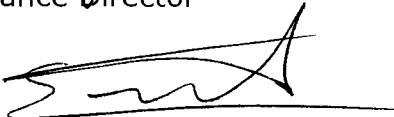
Michael King
Public Works Director

4.6.2022
Date



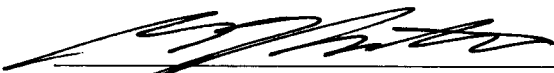
Cari James
Finance Director

4/6/2022
Date



Salvador Navarrete
City Attorney

4.6.2022
Date



Stephen J. Salvatore
City Manager

4.6.22
Date

RESOLUTION NO. 22-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING FINAL MAP FOR TRACT 3794 VILLAGES "C6" AND "C7" WITHIN THE SOUTH RIVER BEND DISTRICT, TOTALING 23 SINGLE FAMILY LOTS, C2 COMMUNITY PARK OFFER OF DEDICATION BY GRANT DEED, AND SUBDIVISION IMPROVEMENT AGREEMENT WITH RIVER ISLANDS CUSTOM HOMESITES, LLC

WHEREAS, the City of Lathrop City Council approved Vesting Tentative Map (VTM) 3694 on March 27, 2007 and an amended VTM 3694 with updated conditions of approval on June 1, 2015; and

WHEREAS, on September 4, 2013, the City of Lathrop Planning Commission approved a Neighborhood Design Plan (NDP) and Architectural Guidelines and Design Standards (AG/DS) for the South River Bend District, known as Stage 1A, within Phase 1 of the project; and

WHEREAS, the land for the proposed Final Map for Tract 3794 is within the geographic boundaries of VTM 3694 and Stage 1A; and

WHEREAS, as required by the City's subdivision ordinance, all final maps must include a Subdivision Improvement Agreement (SIA) to guarantee specific offsite and onsite improvements. Construction of the improvements associated with Villages "C6" and "C7" is complete and therefore no performance or labor & materials security is necessary; and

WHEREAS, acceptance of the public improvements associated with Villages "C6" and "C7" will be proposed at the May 2022 City Council meeting. Prior to acceptance, River Islands Custom Homesites (River Islands) will be required to provide a one (1) year warranty bond; and

WHEREAS, Section 9 of the SIA requires River Islands to complete design, provide security and dedicate the land for the 16.2 acre C2 Community Park located on Garden Farms Avenue between Dell'Osso Drive and Oberlin Avenue.

WHEREAS, the design is complete and approved by the City. River Islands has provided performance and labor & materials bonds in the amounts shown in Table 1 below to guarantee the park improvements and provided an Offer of Dedication for the park land; and

Table 1 – Community Park Bond Values

Improvement Total:	\$8,413,506.89
Performance Bond (Bond No. 0799663)	\$9,254,857.58
Labor & Materials Bond (Bond No. 0799663)	\$4,627,428.79

WHEREAS, Villages "C6" and "C7" were annexed to Community Facilities Districts (CFDs) No. 2016-1 Annexation No. 10 for maintenance purposes in 2016; and

WHEREAS, River Islands must satisfy the Escrow Instructions, included as Attachment "D" to the City Manager's Report, to guarantee the payment of all fees and execution of the documents related to the SIA.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lathrop that approved and accepts the following actions:

1. The Final Map for Tract 3794 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 Custom Homesites, LLC in substantially the form as attached to the April 11, 2022 staff report, the file executed copy will be filed with the City Clerk.
3. The City Clerk, or their designee, is authorized to execute a Certificate of Acceptance for the C2 Community Park Offer of Dedication by Grant Deed, which 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.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 11th day of April, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

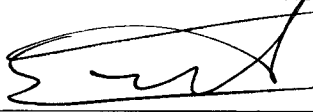
ABSENT:

Sonny Dhaliwal, Mayor

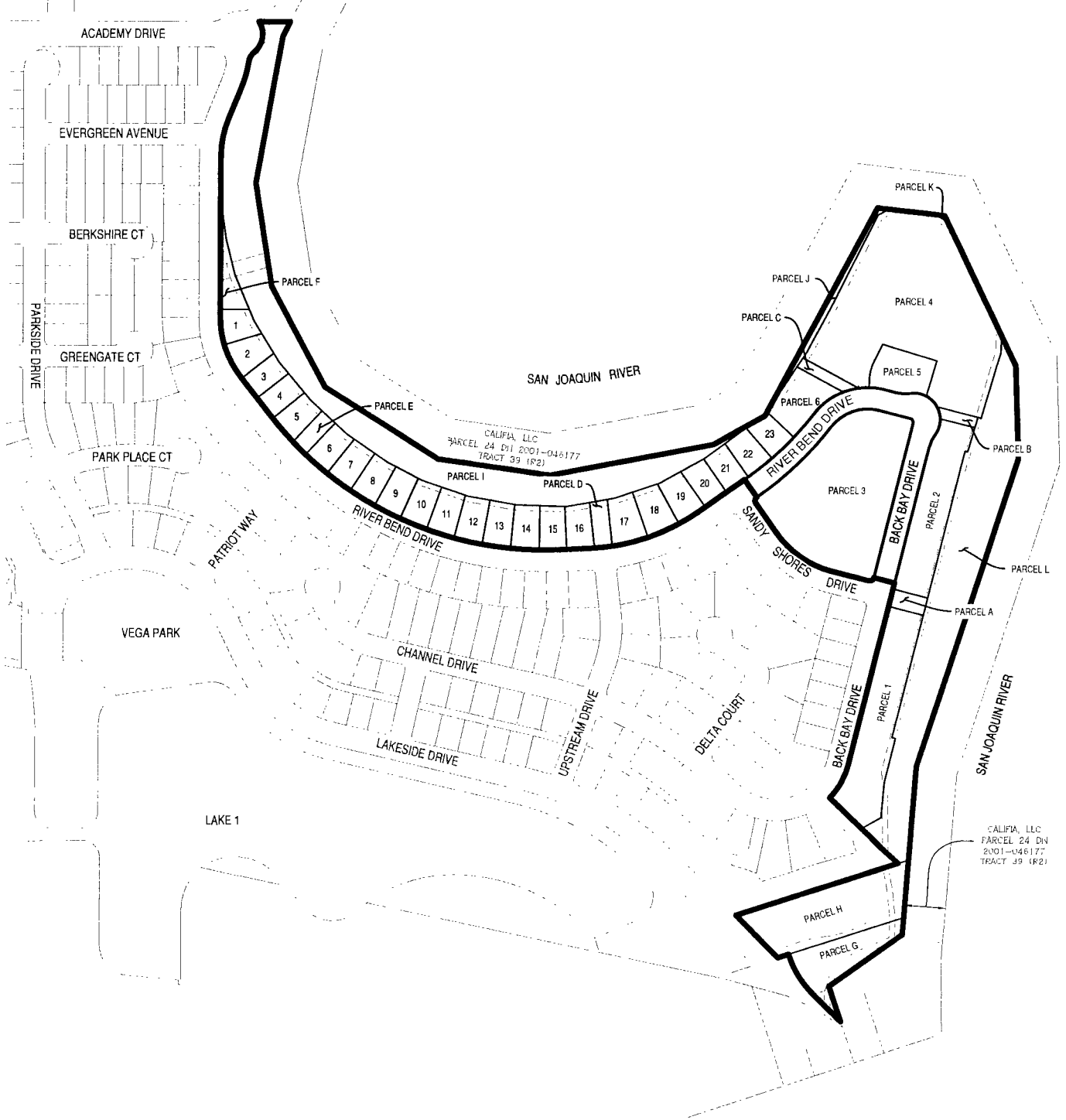
ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney



**VILLAGE C - TRACT 3794
VICINITY MAP
APRIL 2022**

SUBDIVISION IMPROVEMENT AGREEMENT
BY AND BETWEEN THE CITY OF LATHROP AND
RIVER ISLANDS CUSTOM HOMESITES, LLC,
DELAWARE LIMITED LIABILITY COMPANY
FOR TRACT 3794 VILLAGES “C6” & “C7” 23 RESIDENTIAL LOTS

RECITALS

A. This Agreement is made and entered into this **11th day of April 2022**, by and between the **CITY OF LATHROP**, a municipal corporation of the State of California (hereinafter "CITY") and **River Islands Custom Homesites, 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 3794. However, SUBDIVIDER has completed all of public infrastructure improvements associated with Tract 3794 (Villages “C6” & “C7”) located within the South River Bend District of River Islands Phase 1, which also includes major streets necessary to access the site and therefore Performance and Labor & Material securities are not required.

C. SUBDIVIDER has completed the joint trench improvements for Tract 3794 and as noted in Recital B. Improvement plans, and street light plans prepared by Power Systems Design, Inc. have already been approved by the City.

D. Pursuant to SUBDIVIDER's VTM 3694 Condition of Approval No. 118, SUBDIVIDER is required to complete construction and CITY is to accept the improvements of 20 acres of Community Park improvements within 12 months of approval of the final map that creates the 1800th residential unit within VTM 3694. In addition, SUBDIVIDER is required to complete construction and CITY is to accept improvements of 41 acres of Community Park improvements within 12 months of approval of the final map that creates the 3600th residential unit within VTM 3694 to complete the Community Parks requirements. SUBDIVIDER currently has 3320 approved residential units and therefore, 20 acres of Community Park improvements shall be completed at this time. SUBDIVIDER has approved plans for Community Park C2, totaling 16.2 acres. Performance and Labor & Materials securities have been provided with this Agreement that guarantee the completion of the improvements for Community Park C2, in the amount shown in Section 9 of this Agreement.

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 South River Bend 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, unfinished and park improvements, prior to occupancy of the last home constructed in Tract 3794 that is conveyed to a private interest not associated with the transfer of title of Tract 3794 associated with the filing of Tract 3794 (homebuilder), prior to the completion and occupancy of the last production dwelling unit associated with Tract 3794, or April 11, 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 equal to 10% of the estimated cost of the Improvements for the Villages "C6" and "C7" entire area to insure SUBDIVIDER'S repair and warranty of the Improvements in accordance with the terms of this Agreement.

Subdivision Improvement Agreement (River Islands Custom Homesites, LLC)
Tract 3794 Villages "C6" & "C7"

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 complete, the SUBDIVIDER is not required to post Performance or Labor & Materials bonds to guarantee the improvements associated with Tract 3794.

9. Pursuant to SUBDIVIDER's VTM 3694 Condition of Approval No. 118, SUBDIVIDER is required to complete construction and CITY is to accept the improvements of 20 acres of Community Park improvements within 12 months of approval of the final map that creates the 1800th residential unit within VTM 3694, referred to as Phase I. In addition, SUBDIVIDER is required to complete construction and CITY is to accept improvements of 41 acres of Community Park improvements within 12 months of approval of the final map that creates the 3600th residential unit within VTM 3694 to complete the Community Parks requirements, referred to as Phase II. SUBDIVIDER currently has 3320 approved residential units and therefore, 20 acres of Community Park improvements shall be completed within the terms set forth in Section 2 and this Agreement. CITY has approved plans for Community Park C2, totaling 16.2 acres, and SUBDIVIDER has dedicated the park land to CITY with this agreement. Performance and Labor & Materials securities, based on the contract cost included as Exhibit "D", have been provided with this Agreement that guarantee the completion of the improvements for Community Park C2, in the amount shown in below in Table 1.

Table 1 – Community Park Bond Values

Improvement Total:	\$8,413,506.89
Performance Bond (Bond No. 0799663):	\$9,254,857.58
Labor & Materials Bond (Bond No. 0799663):	\$4,627,428.79

10. Any alteration(s) made to the plans and specifications, which are a part of this Agreement, or any provision of this Agreement shall not operate to release any surety or sureties from liability on any bond or bonds attached hereto and made a part thereof. The above referenced sureties hereby consent to such alterations and waive the provisions of California Civil Code Section 2819.

11. Neither the CITY nor any of its officers, employees or agents shall be liable to SUBDIVIDER, and/or SUBDIVIDER’S agents, contractors or subcontractors for any error or omission arising out of or in connection with any work to be performed under this Agreement.

12. Neither the CITY nor any of its officers, employees, or agents, shall be liable to the SUBDIVIDER or to any person, entity, or organization, for any injury or damage that may result to any person or property by or from any cause in, on, or about the subdivision of all or any part of the land covered by this Agreement.

13. SUBDIVIDER hereby agrees to, and shall hold CITY, its elective and appointive boards, commissions, officers, agents and employees (collectively, “Indemnitees”), harmless from any liability for damage or claims which may arise from SUBDIVIDER and/or SUBDIVIDER’S contractors, subcontractors, agents, or employees’ operations under this Agreement, whether such operations be by SUBDIVIDER or by any SUBDIVIDER contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, SUBDIVIDER or any of SUBDIVIDER’S contractors or subcontractors. SUBDIVIDER shall, at its own cost and expense, defend any and all actions, suits, or legal proceedings or any type that may be brought or instituted against CITY and indemnities on any claim or demand, of any nature whatsoever, and pay or satisfy any judgment that may be rendered against CITY and the Indemnitees in any such action, suit or legal proceedings, resulting from or alleged to have resulted from SUBDIVIDER’S performance or non-performance of his duties and obligations under this Agreement, or from the negligent act or omission of himself, his agents, contractors, representatives, servants or employees. The promises and Agreement to indemnify and hold harmless set forth in this section is not conditioned or dependent on whether or not any indemnity has prepared, supplied or approved any plan or specification in connection with this work or subdivision, whether or not any such indemnity has insurance or indemnification covering any of these matters. CITY does not, and shall not; waive any rights against SUBDIVIDER which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by CITY of any deposit with CITY by SUBDIVIDER. The aforesaid hold harmless agreement by SUBDIVIDER shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not CITY has prepared, supplied or approved of, plans and/or specifications for the subdivision.

14. Neither SUBDIVIDER nor any of SUBDIVIDER'S agents, contractors or subcontractors are, or shall be, considered to be agents of CITY in connection with the performance of SUBDIVIDER'S obligations under this Agreement.

15. Prior to acceptance of the Improvements by the City Council, the SUBDIVIDER shall be solely responsible for maintaining the quality of the Improvements, and maintaining safety at the project site. The SUBDIVIDER'S obligation to provide the Improvements shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Improvements as complete. The CITY and SUBDIVIDER have formed Community Facilities Districts to finance maintenance and improvements. The CITY expects to preserve the ability to use future special taxes of the CFD for payment of the cost of acquisition of the Improvements, which may require that acceptance of improvements by CITY be subject to the provisions of an acquisition agreement to be entered into by the CITY and SUBDIVIDER providing that CITY expects to be paid or reimbursed acquisition costs through future CFD special taxes. SUBDIVIDER shall cooperate to facilitate such method of acquisition.

16. SUBDIVIDER shall pay service fees for the utility services from the time the Improvements are accepted by the CITY to the end of the fiscal year, or up to a one (1) year period, whichever is needed to ensure an opportunity for the Improvements to be included in the next fiscal year annual assessment.

17. SUBDIVIDER shall be responsible to sweep streets within the subdivision every two weeks as directed by the City Engineer, on all streets where lots are occupied and all streets providing access to occupied lots until the Improvements are accepted by the CITY.

18. SUBDIVIDER shall not assign this Agreement without the prior written consent of CITY. If such consent is given, the terms of this Agreement shall apply to and bind the heirs, successors, executors, administrators and assignees of SUBDIVIDER, and any heirs, successors, executors, administrators and assignees of the SUBDIVIDER and shall be jointly and severally liable hereunder.

19. The SUBDIVIDER shall, at the SUBDIVIDER'S expense, obtain and maintain all necessary permits and licenses for construction of the Improvements. Prior to the commencement of Improvement construction, the SUBDIVIDER shall obtain a City of Lathrop Business License. The SUBDIVIDER shall comply with all local, state and federal laws, whether or not said laws are expressly stated in this Agreement.

20. This Agreement and any amendments hereto comprise the entire understanding and agreement between the parties regarding the improvements to be constructed and dedications for Tract 3794.

21. The following miscellaneous provisions are applicable to this Agreement:

a. Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the laws of the State of California.

- b. Definitions. The definitions and terms are as defined in this Agreement.
- c. Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- d. Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- e. Incorporation of Documents. All documents referred to herein and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated herein and shall be deemed to be part of this Agreement.
- f. Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- g. Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- h. Successors and Assigns. Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- i. Time of the Essence. Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.
- j. Venue. In the event either party brings that suit hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin.

ATTACHMENTS:

- EXHIBIT A FINAL MAP - TRACT 3794**
- EXHIBIT B TRACT 3794 AND VILLAGE "C6" and "C7" AREA**
- EXHIBIT C: CITY INSURANCE REQUIREMENTS**
- EXHIBIT D: CONTRACT COST FOR C2 COMMUNITY PARK**

Subdivision Improvement Agreement (River Islands Custom Homesites, LLC)
Tract 3794 Villages "C6" & "C7"

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 11th day of April 2022, at Lathrop, California.

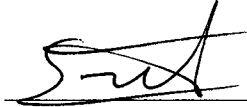
ATTEST: TERESA VARGAS
City Clerk of and for the City
of Lathrop, State of California

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:  _____ 3-24-2022
Salvador Navarrete Date
City Attorney

Subdivision Improvement Agreement (River Islands Custom Homesites, LLC)
Tract 3794 Villages "C6" & "C7"

SUBDIVIDER

River Islands Custom Homesites, LLC,
a Delaware limited liability company

BY: _____
Susan Dell'Osso
President

Subdivision Improvement Agreement (River Islands Custom Homesites, LLC)
Tract 3794 Villages "C6" & "C7"

EXHIBIT "A"

FINAL MAP - TRACT 3794

OWNERS STATEMENT

THE UNDERSIGNED DOES HEREBY STATE THAT THEY ARE THE OWNERS OF ALL THE LAND DEDICATED AND ...

- 1. TO THE CITY OF LANHROP FOR PUBLIC RIGHT-OF-WAY PURPOSES, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS RIVER BEND DRIVE AND BACK BAY DRIVE, AS SHOWN ON THIS FINAL MAP.

THE UNDERSIGNED DOES HEREBY RESERVE PARCELS A THROUGH G, AND J THROUGH L, FOR PARK PURPOSES FOR THE BENEFIT OF THE PUBLIC SAID PARCELS SHALL BE CONVEYED TO RIVER ISLANDS PUBLIC FINANCING AUTHORITY BY SEPARATE DOCUMENT SUBSEQUENT TO THE FILING OF THIS FINAL MAP.

BY: SUSAN E. DELLOSSO DATE _____

TRUSTEES STATEMENT

OLD REPUBLIC TITLE COMPANY, AS TRUSTEE, UNDER THE DEED OF TRUST RECORDED DECEMBER 22, 2016, AS ...

BY: _____ DATE _____

SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

THIS MAP CONFORMS TO VESTING TENTATIVE MAP NO. 3694 APPROVED BY THE PLANNING COMMISSION ON ...

MARK WEISSNER, COMMUNITY DEVELOPMENT DIRECTOR

**TRACT 3794
RIVER ISLANDS - PHASE 1A
VILLAGES C6 & C7**

A PORTION OF PARCEL EL PESCADERO, BEING A PORTION OF TOWNSHIP 1 AND 2 SOUTH, RANGE 5 EAST, M.D.M., BEING A SUBDIVISION OF THE RECLAIMED PARCEL OF TRACT 3659 (42 MAP 46) CITY OF LANHROP, SAN JOAQUIN COUNTY, CALIFORNIA



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, _____ 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

NAME (PRINT) _____
PRINCIPAL COUNTY OF BUSINESS _____
MY COMMISSION EXPIRES _____

ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE)

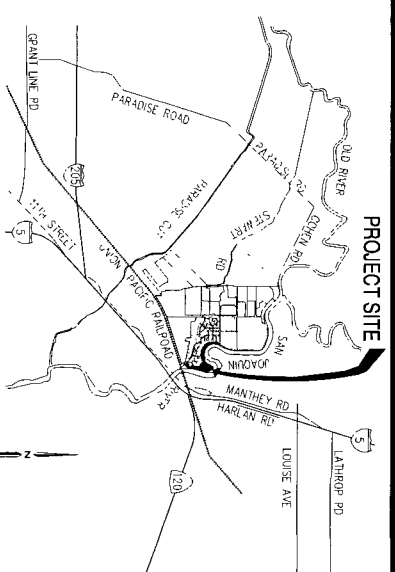
A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }
COUNTY OF SAN JOAQUIN }

ON _____ 2022, 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

NAME (PRINT) _____
PRINCIPAL COUNTY OF BUSINESS _____
MY COMMISSION EXPIRES _____



CITY CLERKS STATEMENT

I, TERESA WARGAS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LANHROP, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE VENTURE EMBODIED MAP ENTITLED TRACT 3794 ...

TERESA WARGAS
CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LANHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____ 2022, AT _____ IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____ AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.

STEVE J. BESTOLARIDES, ASSISTANT-RECORDER-COUNTY CLERK, SAN JOAQUIN COUNTY, CALIFORNIA

CITY ENGINEERS STATEMENT

I, GLEN GEBHART, hereby state that I am the City Engineer of the City of Laharip, California and that I have examined this final map of Tract 3794, River Islands Phase 1A Villages C6 and C7, City of Laharip, California, and that the subdivision shown hereon is substantially the same as it appeared on the vesting tentative map no. 3944, and any approved alterations thereof. I further state that this final map complies with all applicable ordinances of the City of Laharip, and any amendments thereof, applicable at the time of approval of the vesting tentative map.

DATED THIS _____ DAY OF _____ 2022
 GLEN GEBHART, R.C.E. 34881
 CITY ENGINEER OF THE CITY OF LAHARIP, CALIFORNIA



CITY SURVEYORS STATEMENT

I, DARRYL A. ALEXANDER, hereby state that I have examined this final map of Tract 3794, River Islands Phase 1A, Villages C6 and C7, City of Laharip, California, and that the subdivision shown hereon complies with all the provisions of Chapter 2 of the California Subdivision Map Act as amended, and that this final map is technically correct.

DATED THIS _____ DAY OF _____ 2022
 DARRYL A. ALEXANDER, P.L.S. 5071
 ACTING CITY SURVEYOR



SURVEYORS STATEMENT

This map was prepared by me or under my direction, and is based upon a field survey in conformance with the requirements of the Subdivision Map Act and local ordinance at the request of River Islands Development, LLC on September 1, 2016. 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, 2021, 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 conventionally approved tentative map.

DATED THIS _____ DAY OF _____ 2022
 DYLAN GAWKRO, P.L.S. NO. 7789



RECIPIENTS

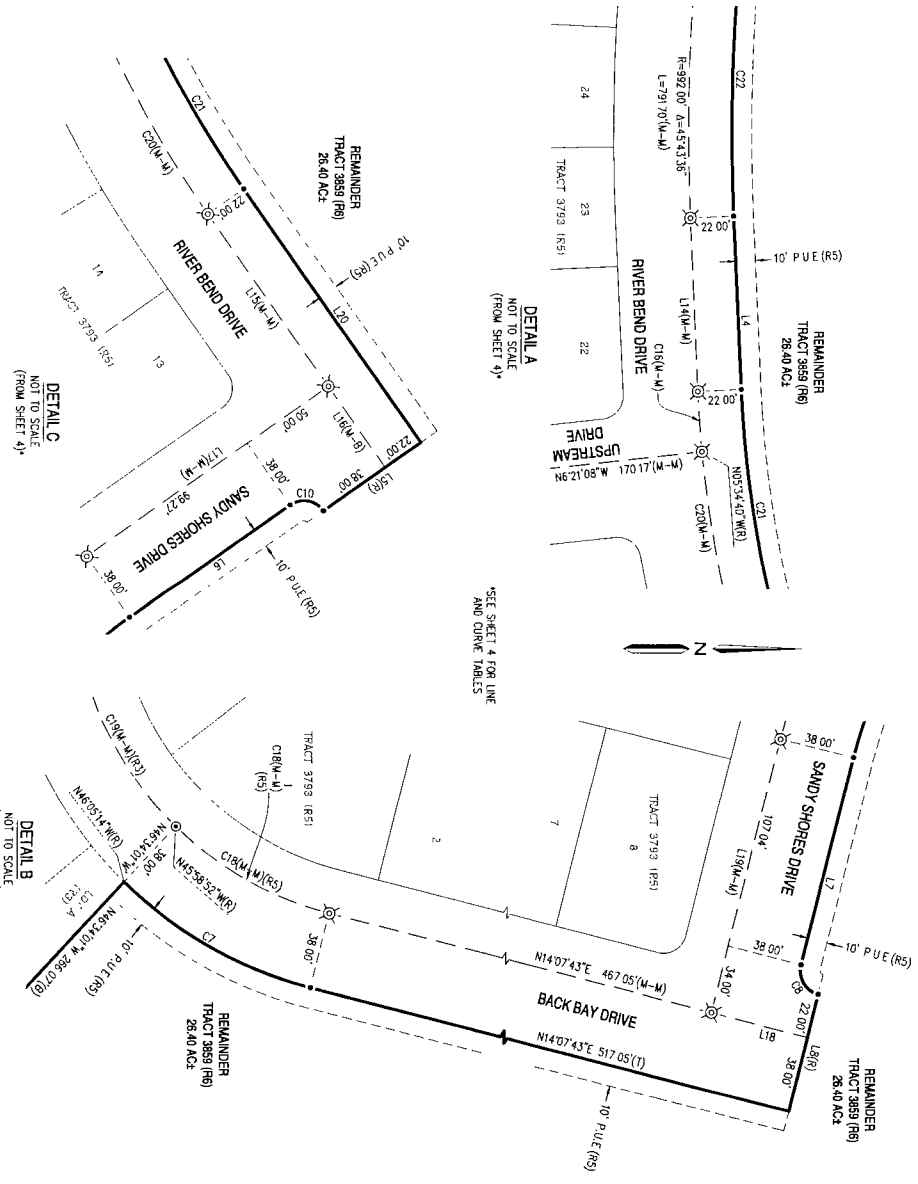
- RIGHT TO FARM STATEMENT
 PER CITY OF LAHARIP MUNICIPAL CODE OR ORDINANCES, TITLE 15, CHAPTER 15.4804, THE CITY OF LAHARIP PERMITS OPERATION OF PROPERTY CONDUCTED AGRICULTURAL OPERATIONS WITHIN THE CITY LIMITS, INCLUDING THOSE THAT UTILIZE LOCAL CULTURE AND TRADITIONS. CONVEYANCES RELATED TO THE PROJECT THAT ARE EXPRESSING THAT BE LOCATED OUTSIDE THE CITY LIMITS AND SHOULD BE REVIEWED WITH THE CITY ENGINEER TO DETERMINE WHETHER ABANDONING FROM THE LAND AND PROPER USE OF AGRICULTURAL, CHEMICALS AND PESTICIDES AND FROM OTHER AGRICULTURAL ACTIVITIES, INCLUDING WITHOUT LIMITATIONS, CULTIVATION, PLANTING, SPRAYING, IRRIGATION, PRUNING, HARVESTING, BURNING OF AGRICULTURAL WASTE PRODUCTS, PROTECTION OF CROPS AND ANIMALS FROM DEGRADATION, AND OTHER ACTIVITIES WHICH MAY GENERATE DUST, SMOKE, NOISE, ODOR, ROOTS AND PESTS BE AWARE ALSO THAT THIS PROPERTY MAY BE LOCKED AHEAD TO AGRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION. CONSEQUENTLY, THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR ACCESS TO THE PROPERTY TO BE ACQUIRED TO ACCEPT SUCH INCORPORATIONS OR DISCONTINUE AS NECESSARY AND NECESSARY ASPECT OF USING IN AN AGRICULTURALLY ACTIVE REGION.
- A SOIL REPORT ENTITLED "GEO-TECHNICAL EXPLORATION, RIVER ISLANDS PHASE 1, LAHARIP, CALIFORNIA," REFERENCED AS PROJECT NO. 5044.5.001.01 AND DATED JULY 29, 2005, HAS BEEN PREPARED FOR THIS PROJECT BY ENCIOR, INCORPORATED, JOSEF J. TOULTE, C.E. NO. 2677, AND IS ON FILE WITH THE CITY OF LAHARIP.
- TRACT 3794, RIVER ISLANDS PHASE 1A, VILLAGES C6 AND C7, CONTAINS 23 RESIDENTIAL LOTS, AND 12 LETTERED PARCELS CONTAINING 71.56 ACRES, MORE OR LESS, INCLUDING REMAINDERS OF 28.40 ACRES, AND 10.59 ACRES OF PARCELS 1 THROUGH 6 CONTAINING 10.59 ACRES, MORE OR LESS, ALL AS SHOWN ON THIS FINAL MAP (PLEASE REFER TO THE AREA SUMMARY TABLE BELOW).

TRACT 3794 AREA SUMMARY		
23 RESIDENTIAL LOTS, PARCELS A THROUGH L, AND STREET DEDICATIONS	17.56 AC	
PARCELS 1 THROUGH 6, RESERVED FOR FUTURE DEVELOPMENT	10.59 AC	
TOTAL	28.15 AC	

- BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT ORDER NUMBER 124022387-LR (VERSION 6), DATED APRIL 7, 2022, PROVIDED BY OLD REPUBLIC TITLE COMPANY.
- POSITION OF STEWART ROAD WITHIN TRACT 3794 IS BEING ABANDONED BY THIS FINAL MAP PLEASE REFER TO THE CITY CLERK'S STATEMENT ON SHEET 1.

SIGNATURE OMISSIONS

- RESIDENT TO SECTION 64356 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:
- ROADWAY EASEMENT IN FAVOR OF SAN JOAQUIN COUNTY PER VOLUME 199, PAGE 212, S.I.C.R.
 - RECLAIMED ISLANDS LAND COMPANY RESERVATION FOR OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES BEING BELOW A DEPTH OF 500 FEET PER DOCUMENT NUMBER 2001-046177, S.I.C.R.
 - 5.1-CR EASEMENT IN FAVOR OF RIVER ISLANDS PUBLIC FINANCING AUTHORITY PER DOCUMENT NUMBER 2014-083240.
 - LEVEL EASEMENTS IN FAVOR OF SACRAMENTO-SAN JOAQUIN DRAINAGE DISTRICT PER DOCUMENT NUMBERS 2015-111335, BOOK 2143, PAGE 458; BOOK 2382, PAGE 192; BOOK 2438, PAGE 111; AND 2538, PAGE 278, S.I.C.R.
 - PUBLIC UTILITY EASEMENT PER TRACT 3792, FILED FEBRUARY 6, 2015, IN BOOK 42 OF MAPS AND PLATS, AT PAGE 28.
 - 5.1-CR PUBLIC UTILITY EASEMENT PER TRACT 3793, FILED MARCH 26, 2015, IN BOOK 42 OF MAPS AND PLATS, AT PAGE 33.
 - LEVEL EASEMENT IN FAVOR OF SLAND RECLAMATION DISTRICT 2002 PER DOCUMENT NUMBER 2016-044292, S.I.C.R.



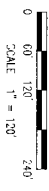
A PORTION OF RANCHO EL PESCADERO, BEING A PORTION OF TOWNSHIPS 1 AND 2 SOUTH, RANGE 6 EAST, M.O.M., CITY OF LAHARIP, SAN JOAQUIN COUNTY, CALIFORNIA
 APRIL 2022
 BEING A SUBDIVISION OF THE REMAINDER PARCEL OF TRACT 3859 (4) MAP 48)

TRACT 3794
RIVER ISLANDS - PHASE 1A
VILLAGES C6 & C7

A PORTION OF PARCEL 24, BEING A PORTION OF TRACT 3889 (R4) BEING A SUBDIVISION OF THE REMAINDER PARCEL OF TRACT 3889 (R4) MAP 48) CITY OF LAHORE, SAN DIEGO COUNTY, CALIFORNIA APRIL 2022

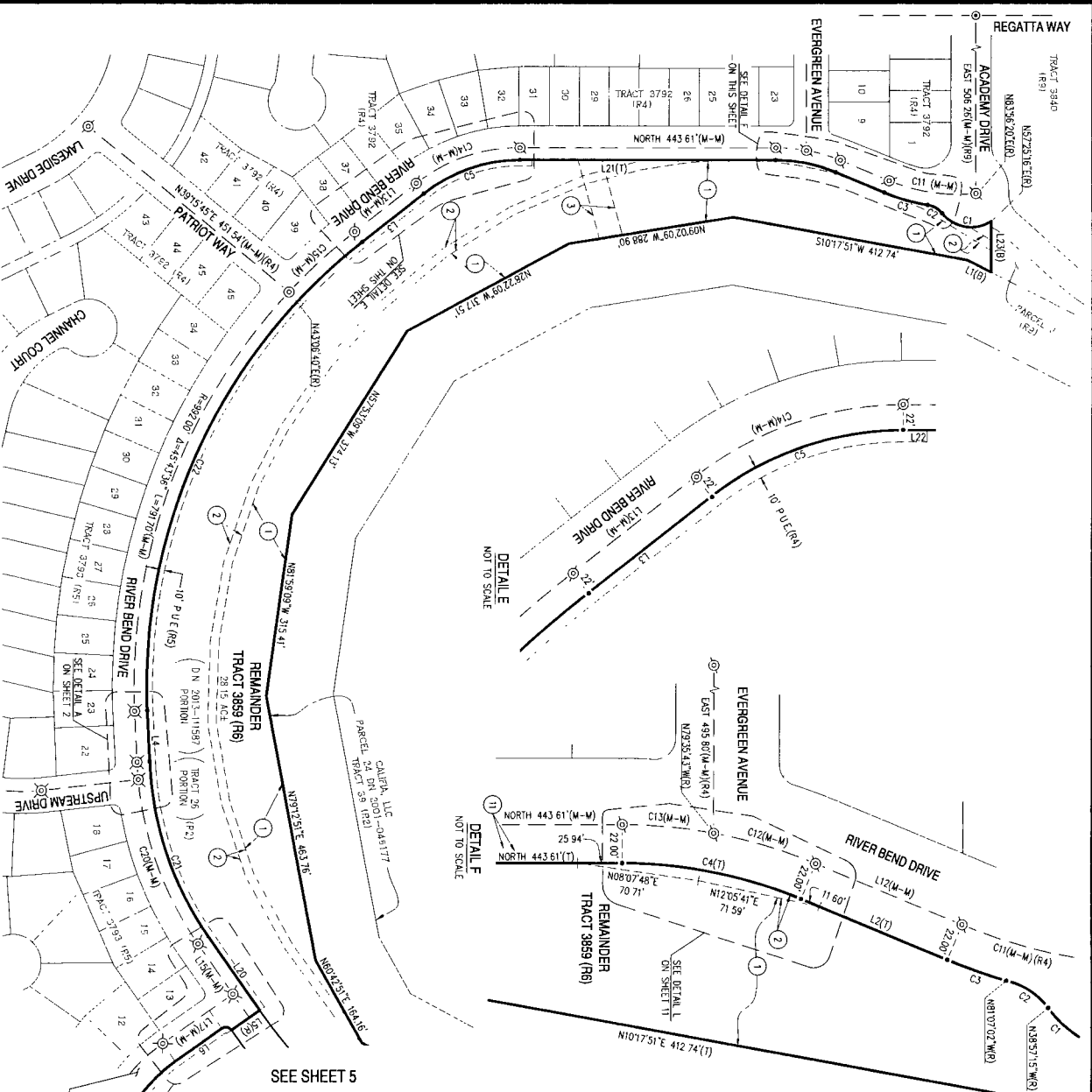


BOUNDARY SHEET



LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 2, 4 AND 5 ONLY

LINE	DIRECTION	LENGTH	CURVE	RADIUS	DELTA	LENGTH
L1	N26°35'51"E	46.10'	(R3)	55.00'	83°37'30"	94.87'
L2	N22°20'13"E	91.54'	(R4)	40.00'	42°09'48"	29.44'
L3	N38°00'24"W	136.07'	(R4)	330.00'	133°17'15"	78.45'
L4	N67°23'04"E	87.52'		270.00'	22°30'13"	106.05'
L5	N35°05'06"W	99.27'		288.00'	27°41'12"	129.50'
L6	N35°05'06"W	99.27'		210.00'	29°47'03"	109.16'
L7	N75°51'17"W	107.04'		12.00'	90°00'00"	18.85'
L8	N75°51'17"W	60.00'		270.00'	40°47'11"	192.20'
L9	N71°58'33"E	31.81'				
L10	N45°16'58"W	112.13'	(R3)	108.00'	120°35'27"	153.55'
L11	N18°31'49"W	104.06'	(R3)	308.00'	28°33'52"	153.55'
L12	N22°20'13"E	91.54'		292.00'	12°05'56"	61.66'
L13	N38°00'24"W	136.07'		292.00'	107°41'7"	53.03'
L14	N67°23'04"E	87.52'		992.00'	85°25'6"	153.78'
L15	N54°54'54"E	106.19'		592.00'	29°30'26"	304.88'
L16	N54°54'54"E	50.00'		570.00'	32°21'02"	323.02'
L17	N35°05'06"W	149.27'		822.00'	25°51'56"	371.09'
L18	N47°07'43"E	50.00'				
L19	N75°51'17"W	141.04'				
L20	N54°54'54"E	156.19'				
L21	N03°00'00"E	443.81'				
L22	S00°00'00"E	20.65'	(R4)			
L23	N80°00'00"E	87.37'	(R4)			
L24	N44°17'38"W	167.28'				
L25	N18°31'49"W	120.52'				
L26	N71°58'33"E	115.07'				
L27	N75°51'17"W	321.00'				
L28	N44°17'38"W	545.00'				
L29	N50°05'48"W	90.43'				
L30	N65°58'48"W	89.33'				
L31	N73°07'48"W	123.57'				
L32	N46°34'01"W	266.07'				
L33	N44°17'23"W	46.53'				



SEE SHEET 5

NOTES

- SEE SHEET 2 FOR ADDITIONAL NOTES.
- SEE SHEET 4 FOR BEARINGS, ANGLES, AND SHEET INFO.
- SEE SHEET 5 FOR THE LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 4 AND 5 ONLY.
- SEE SHEET 5 FOR LEGEND AND BASIS OF BEARINGS.

SHEET 4 OF 16

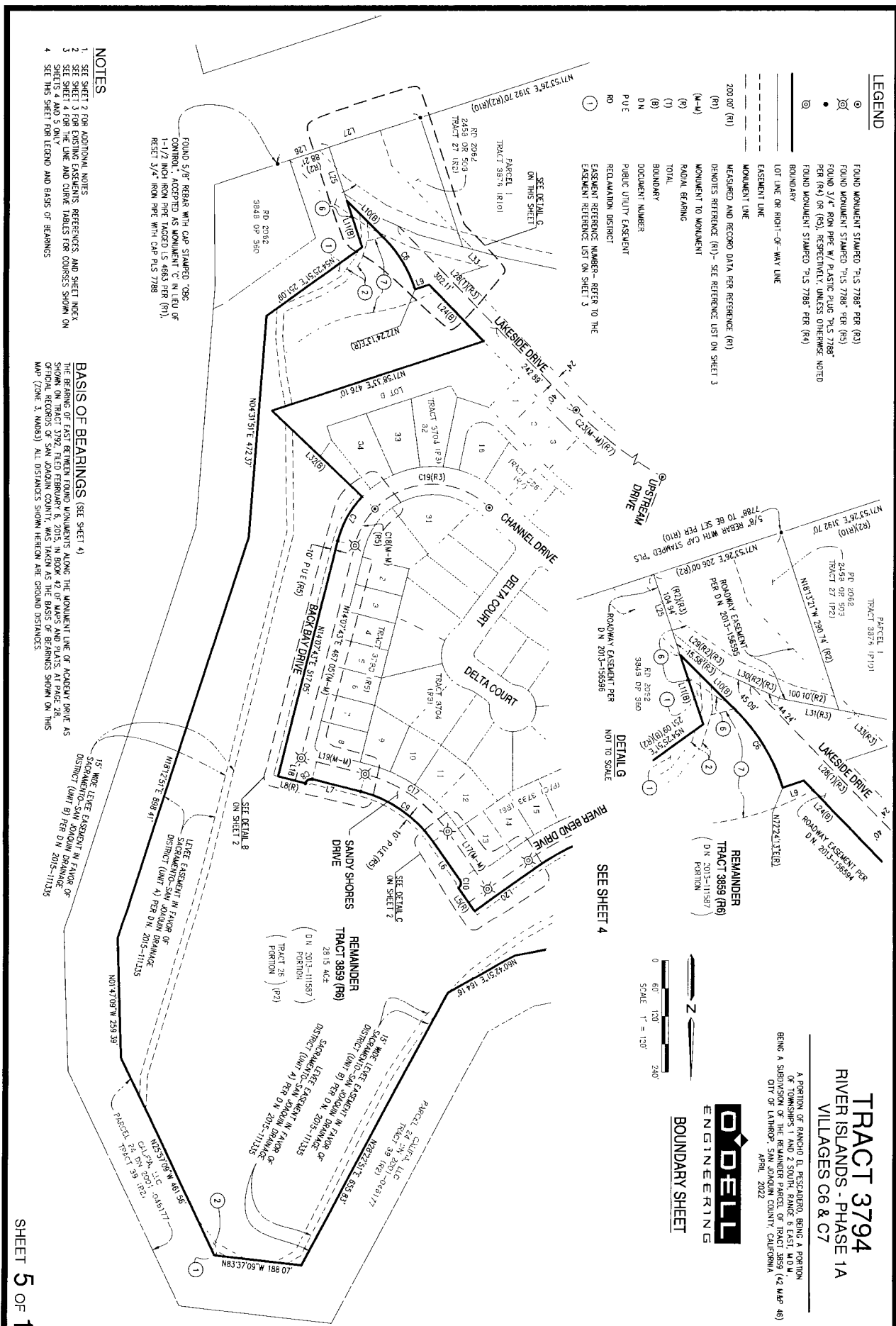
LEGEND

- FOUND MONUMENT STAMPED THIS 7788" PER (R3)
- FOUND MONUMENT STAMPED THIS 7788" PER (R3)
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG THIS 7788" PER (R4) OR (R5), RESPECTIVELY, UNLESS OTHERWISE NOTED
- FOUND MONUMENT STAMPED THIS 7788" PER (R4)
- BOUNDARY
- LOT LINE OR RIGHT-OF-WAY LINE
- EASEMENT LINE
- MONUMENT LINE
- MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) DEMONSTRATES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 3
- (R2) MONUMENT TO MONUMENT
- (R3) RADIAL BEARING
- (R4) TOTAL
- (R5) BOUNDARY
- DN DOCUMENT NUMBER
- PUC PUBLIC UTILITY EASEMENT
- R0 RECLAMATION DISTRICT
- EASEMENT REFERENCE NUMBER - REFER TO THE EASEMENT REFERENCE LIST ON SHEET 3

- NOTES**
1. SEE SHEET 2 FOR ADDITIONAL NOTES
 2. SEE SHEET 3 FOR EXISTING EASEMENTS, REFERENCES, AND SHEET NOCK
 3. SEE SHEET 4 FOR THE LINE AND CURVE TABLES FOR CURVES SHOWN ON SHEETS 2 AND 3
 4. SEE THIS SHEET FOR LEGEND AND BASIS OF BEARINGS

BASIS OF BEARINGS (SEE SHEET 4)

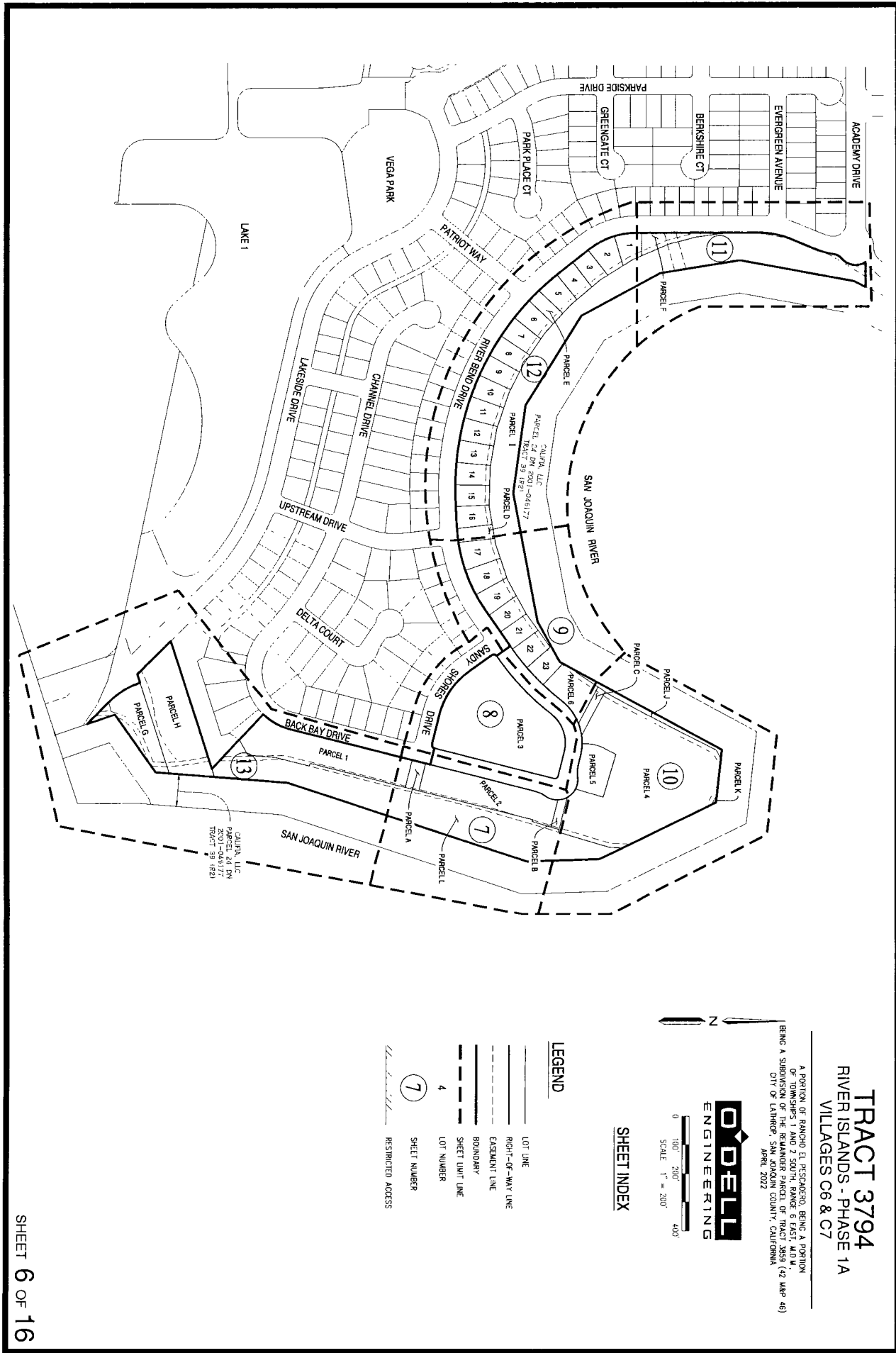
THE BEARING OF EAST BETWEEN MONUMENTS ALONG THE MONUMENT LINE OF RIVER BEND DRIVE AS SHOWN ON THIS SHEET IS BASED ON THE 1983 SAN JOAQUIN COUNTY OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP (ZONE 3, NAD83). ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.



A PORTION OF RANCHO EL PESCADERO, BEING A PORTION OF TOWNSHIPS 1 AND 2 SOUTH, RANGE 6 EAST, M.D.M., OF THE REMAINDER PARCEL OF TRACT 3859 (42 MAP 48) OF THE COUNTY OF LAHOMA, SAN JOAQUIN COUNTY, CALIFORNIA
 APRIL, 2022



BOUNDARY SHEET



TRACT 3794
RIVER ISLANDS - PHASE 1A
VILLAGES C6 & C7

A PORTION OF RANCHO EL PESQUERO, BEING A PORTION OF TOWNSHIPS 1 AND 2 SOUTH, RANGE 6 EAST, AND M. BEING A SUBDIVISION OF THE REMAINDER PARCEL OF TRACT 3859 (42 MAP 46) CITY OF LANTANA, SAN JOAQUIN COUNTY, CALIFORNIA
 APRIL 2022

O'DELL
 ENGINEERING

0 100' 200' 400'
 SCALE: 1" = 200'

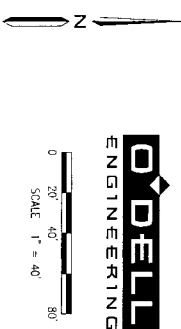
N

SHEET INDEX

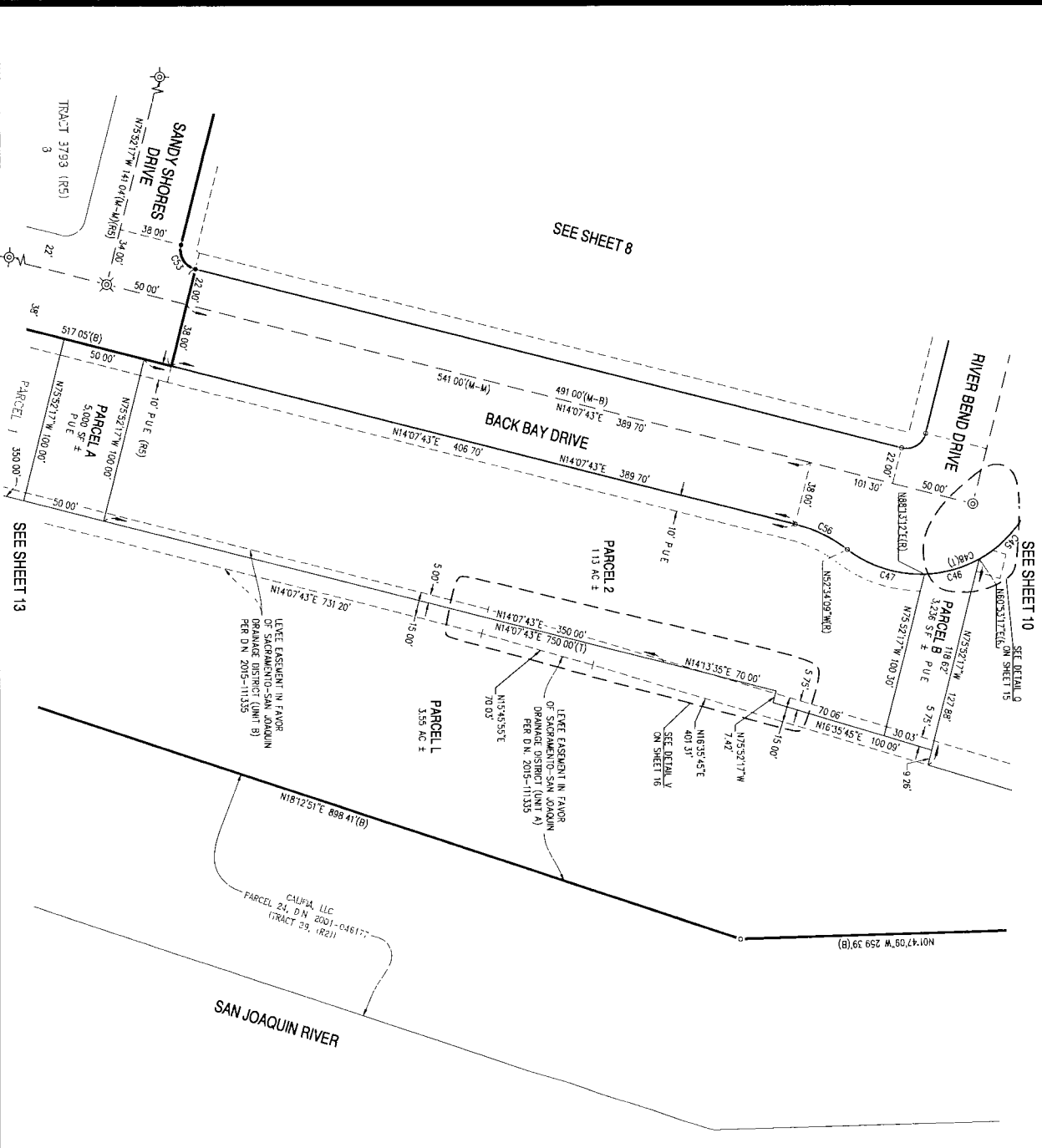
- LEGEND**
- LOT LINE
 - RIGHT-OF-WAY LINE
 - EASEMENT LINE
 - BOUNDARY
 - SHEET LIMIT LINE
 - 4 LOT NUMBER
 - (7) SHEET NUMBER
 - RESTRICTED ACCESS

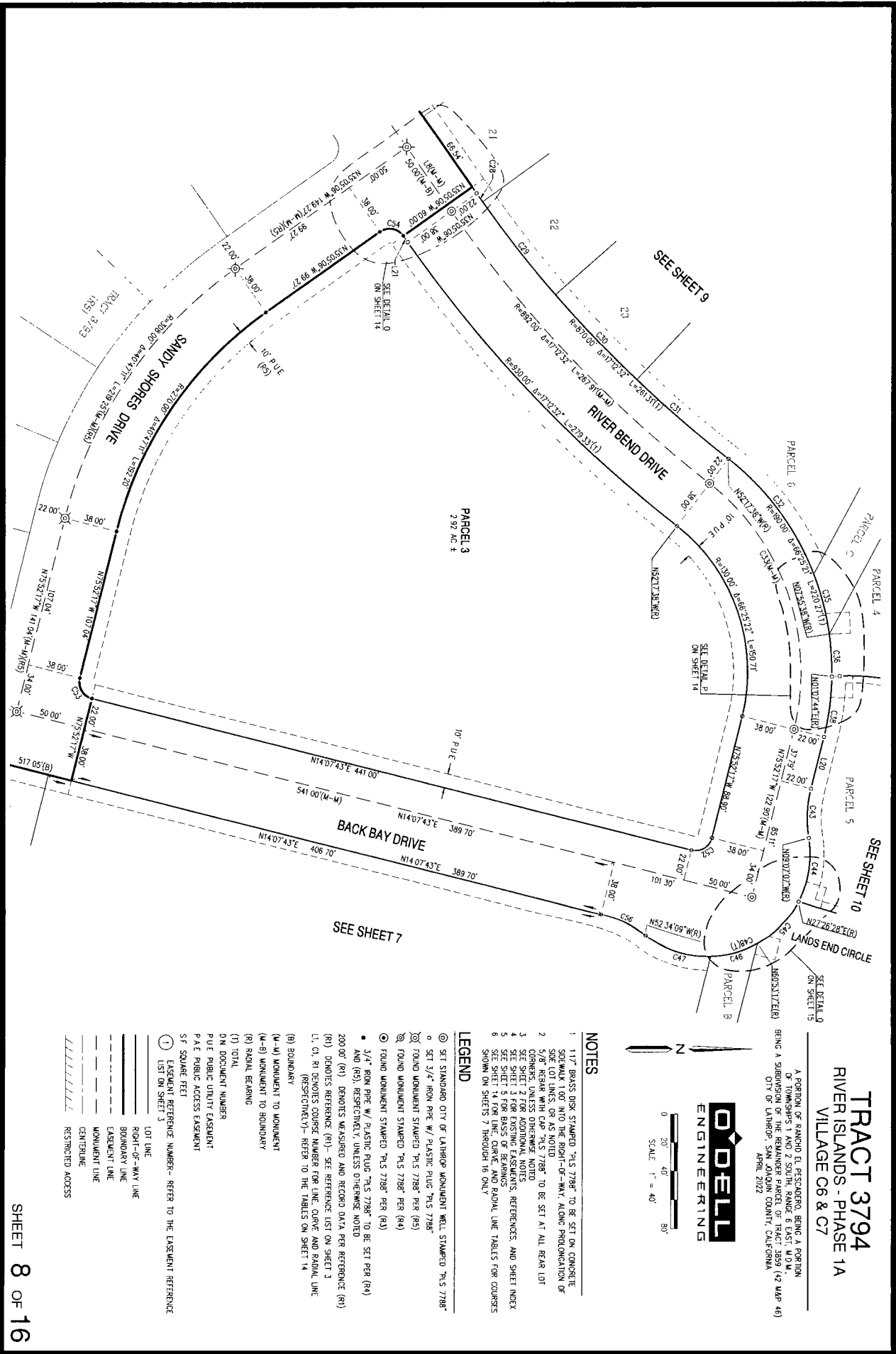
TRACT 3794
RIVER ISLANDS - PHASE 1A
VILLAGE C6 & C7

A PORTION OF RANCHO EL PESQUERO, BEING A PORTION OF TRACT 3794, AS SHOWN ON MAP 46 (12 MAP 46) BEING A SUBDIVISION OF THE REMAINDER OF TRACT 3794, CITY OF LAHORE, SAN JOAQUIN COUNTY, CALIFORNIA, APRIL, 2022.



- NOTES**
- 1 1/2" BRASS ORK STAMPED "S 7788" TO BE SET ON CONCRETE SPREAD 1'00" INTO THE RIGHT-OF-WAY, ALONG PROLONGATION OF SANDY SHORES DRIVE PER (R5).
 - 5/8" REBAR WITH CAP "S 7788" TO BE SET AT ALL REAR LOT CORNERS UNLESS OTHERWISE NOTED.
 - SEE SHEET 2 FOR ADDITIONAL NOTES.
 - SEE SHEET 3 FOR EXISTING EASEMENTS, REFERENCES, AND SHEET INDEX.
 - SEE SHEET 4 FOR EXISTING EASEMENTS, REFERENCES, AND SHEET INDEX.
 - SEE SHEET 5 FOR BASIS OF BEARINGS.
 - SEE SHEET 6 FOR UTM, CORNER, AND RADIAL LINE TABLES FOR COURSES SHOWN ON SHEET 7 THROUGH 10 ONLY.
- LEGEND**
- ⊙ SET STANDARD CITY OF LAHORE MONUMENT WELL STAMPED "S 7788"
 - SET 3/4" IRON PIPE W/ PLASTIC PLUG "S 7788"
 - ⊗ FOUND MONUMENT STAMPED "S 7788" PER (R5)
 - ⊘ FOUND MONUMENT STAMPED "S 7788" PER (R4)
 - ⊙ FOUND MONUMENT STAMPED "S 7788" PER (R3)
 - 3/4" IRON PIPE W/ PLASTIC PLUG "S 7788" TO BE SET PER (R4) AND (R5), RESPECTIVELY, UNLESS OTHERWISE NOTED.
 - (R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 3.
 - LI, CI, RI DENOTES COURSE NUMBER FOR LINE, CORNER, AND RADIAL LINE (RESPECTIVELY) - REFER TO THE TABLES ON SHEET 14.
 - (B) BOUNDARY
 - (M-W) MONUMENT TO MONUMENT
 - (M-B) MONUMENT TO BOUNDARY
 - (R) RADIAL BEARING
 - (T) TOTAL
 - D/N DOCUMENT NUMBER
 - P/U PUBLIC UTILITY EASEMENT
 - P/AE PUBLIC ACCESS EASEMENT
 - S/F SQUARE FEET
 - ① EASEMENT REFERENCE NUMBER - REFER TO THE EASEMENT REFERENCE LIST ON SHEET 3.





**TRACT 3794
RIVER ISLANDS - PHASE 1A
VILLAGES C6 & C7**

A PORTION OF PARCEL 1E PREVIOUSLY BEING A PORTION OF A SUBDIVISION OF THE RIVER ISLANDS, BEING A PORTION OF LATHROP MONUMENT WELL STAMPED "PLS 7788" PER (R4) AND (R5), RESPECTIVELY, UNLESS OTHERWISE NOTED.

APRIL 2022

ODELL ENGINEERING

SCALE 1" = 40'

- NOTES**
- 1 1 1/2" BRASS DISK STAMPED "PLS 7788" TO BE SET ON CONCRETE SIDEWALK 100' INTO THE RIGHT-OF-WAY, ALONG PROLONGATION OF SIDE LOT LINES, OR AS NOTED.
 - 2 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" TO BE SET AT ALL REAR LOT CORNERS.
 - 3 SEE SHEET 2 FOR ADDITIONAL NOTES.
 - 4 SEE SHEET 3 FOR EXISTING EASEMENTS, REFERENCES, AND SHEET INDEX.
 - 5 SEE SHEET 5 FOR BASIS OF BEARINGS.
 - 6 SEE SHEET 14 FOR LINE CURVE AND RADIAL LINE TABLES FOR COURSES SHOWN ON SHEETS 7 THROUGH 16 ONLY.

- LEGEND**
- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
 - SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
 - ⊗ FOUND MONUMENT STAMPED "PLS 7788" PER (R5)
 - ⊘ FOUND MONUMENT STAMPED "PLS 7788" PER (R4)
 - ⊙ FOUND MONUMENT STAMPED "PLS 7788" PER (R3)
 - 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" TO BE SET PER (R4) AND (R5), RESPECTIVELY, UNLESS OTHERWISE NOTED.
 - 200.00' (R1) DENOTES MEASURING AND RECORD DATA PER REFERENCE (R1)
 - (R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 3
 - L1, C1, R1 DENOTES COURSE NUMBER FOR LINE, CURVE AND RADIAL LINE (RESPECTIVELY) - REFER TO THE TABLES ON SHEET 14
 - (B) BOUNDARY
 - (M-M) MONUMENT TO MONUMENT
 - (M-B) MONUMENT TO BOUNDARY
 - (R) RADIAL BEARING
 - (1) TOTAL
 - DN DOCUMENT NUMBER
 - P.U.E. PUBLIC UTILITY EASEMENT
 - P.A.E. PUBLIC ACCESS EASEMENT
 - S.F. SQUARE FEET
 - Ⓢ EASEMENT REFERENCE NUMBER - REFERS TO THE EASEMENT REFERENCE LIST ON SHEET 3
 - LOT LINE
 - - - RIGHT-OF-WAY LINE
 - BOUNDARY LINE
 - - - EASEMENT LINE
 - MONUMENT LINE
 - CENTERLINE
 - /// RESTRICTED ACCESS

TRACT 3794
RIVER ISLANDS - PHASE 1A
VILLAGE C6 & C7

A PORTION OF RANCHO EL PESCADERO, BEING A PORTION OF TOWNSHIPS 1 AND 2 SOUTH, RANGE 6 EAST, M.D.M., BEING A SUBDIVISION OF THE REMAINDER PARCEL OF TRACT 3859 (42 MAP 46) CITY OF LAHORE, SAN JOAQUIN COUNTY, CALIFORNIA APRIL 2022



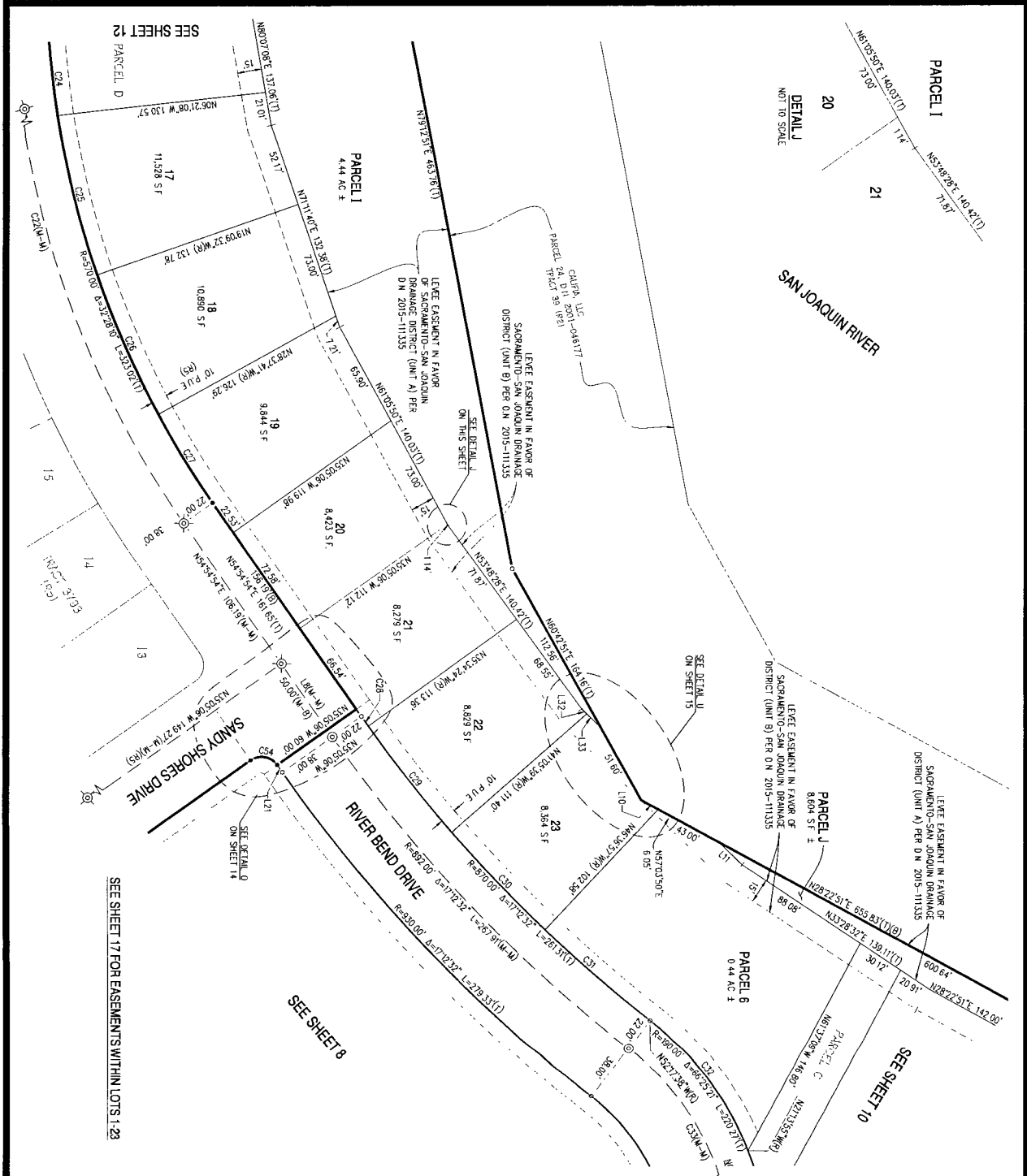
SCALE 1" = 40'

NOTES

- 1 1/2" BRASS DISH STAMPED "P15 7788" TO BE SET ON CONCRETE SODWALK 1'00" INTO THE RIGHT-OF-WAY, ALONG PROLONGATION OF THE LOT LINES, ON AS NOTED
- 2 FOUND MONUMENT STAMPED "P15 7788" TO BE SET AT ALL REAR LOT CORNERS, UNLESS OTHERWISE NOTED
- 3 SEE SHEET 2 FOR ADDITIONAL NOTES
- 4 SEE SHEET 2 FOR EXISTING EASEMENTS, REFERENCES, AND SHEET INDEX
- 5 SEE SHEET 5 FOR BASIS OF BEARINGS
- 6 SEE SHEET 14 FOR LINE, CURVE, AND RADIAL LINE TABLES FOR COURSES SHOWN ON SHEETS 7 THROUGH 16 ONLY

LEGEND

- ⊙ SET STANDARD CITY OF LAHORE MONUMENT WELL STAMPED "P15 7788"
- SET 3/4" IRON PIPE W/ PLASTIC PLUG "P15 7788"
- ⊗ FOUND MONUMENT STAMPED "P15 7788" PER (R5)
- ⊙ FOUND MONUMENT STAMPED "P15 7788" PER (R4)
- ⊙ FOUND MONUMENT STAMPED "P15 7788" PER (R3)
- 3/4" IRON PIPE W/ PLASTIC PLUG "P15 7788" TO BE SET PER (R4) AND (R5), RESPECTIVELY, UNLESS OTHERWISE NOTED
- 200.00' (R1) DENOTES MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 3
- LI, CI, RI DENOTES COURSE NUMBER FOR LINE, CURVE AND RADIAL LINE (RESPECTIVELY) - REFER TO THE TABLES ON SHEET 14
- (B) BOUNDARY
- (M-4) MONUMENT TO MONUMENT
- (M-B) MONUMENT TO BOUNDARY
- (R) RADIAL BEARING
- (T) TOTAL
- DN DOCUMENT NUMBER
- P15 PUBLIC UTILITY EASEMENT
- P16 PUBLIC ACCESS EASEMENT
- SF SQUARE FEET
- ① EASEMENT REFERENCE NUMBER - REFER TO THE EASEMENT REFERENCE LIST ON SHEET 3
- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY LINE
- EASEMENT LINE
- MONUMENT LINE
- CENTERLINE
- RESTRICTED ACCESS



SEE SHEET 17 FOR EASEMENTS WITHIN LOTS 1-28

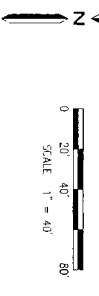
SEE SHEET 8

SEE SHEET 10

SEE SHEET 12

TRACT 3794 RIVER ISLANDS - PHASE 1A VILLAGE C6 & C7

A PORTION OF RANCHO EL PESCADERO, BEING A PORTION OF TOWNSHIP 1 AND 2 SOUTH, RANGE 6 EAST, M.D.M., BEING A SUBDIVISION OF THE REMAINDER PARCEL OF TRACT 3859 (42 MAP 418) CITY OF LAHORE, SAN JOAQUIN COUNTY, CALIFORNIA. APRIL 2022

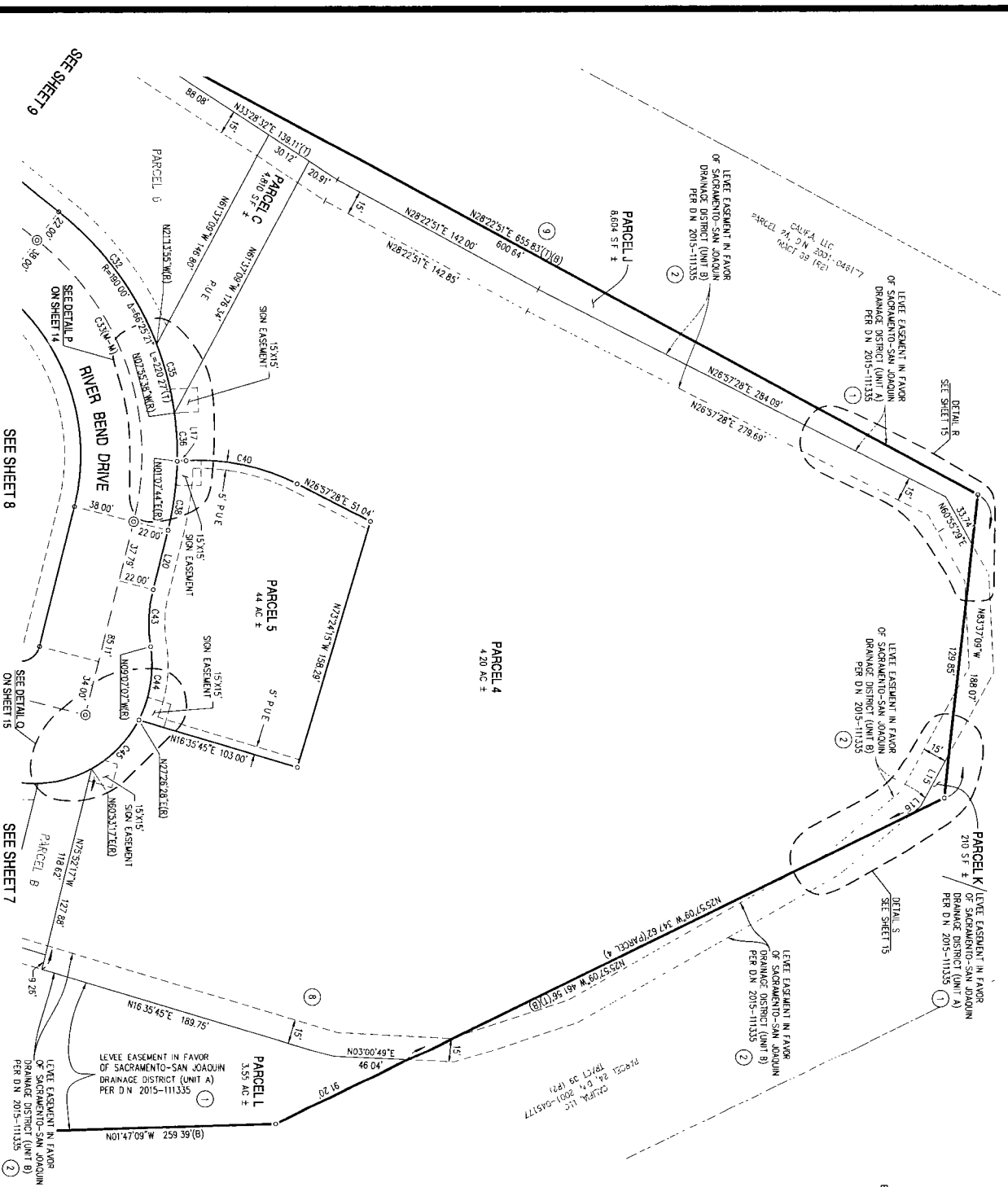


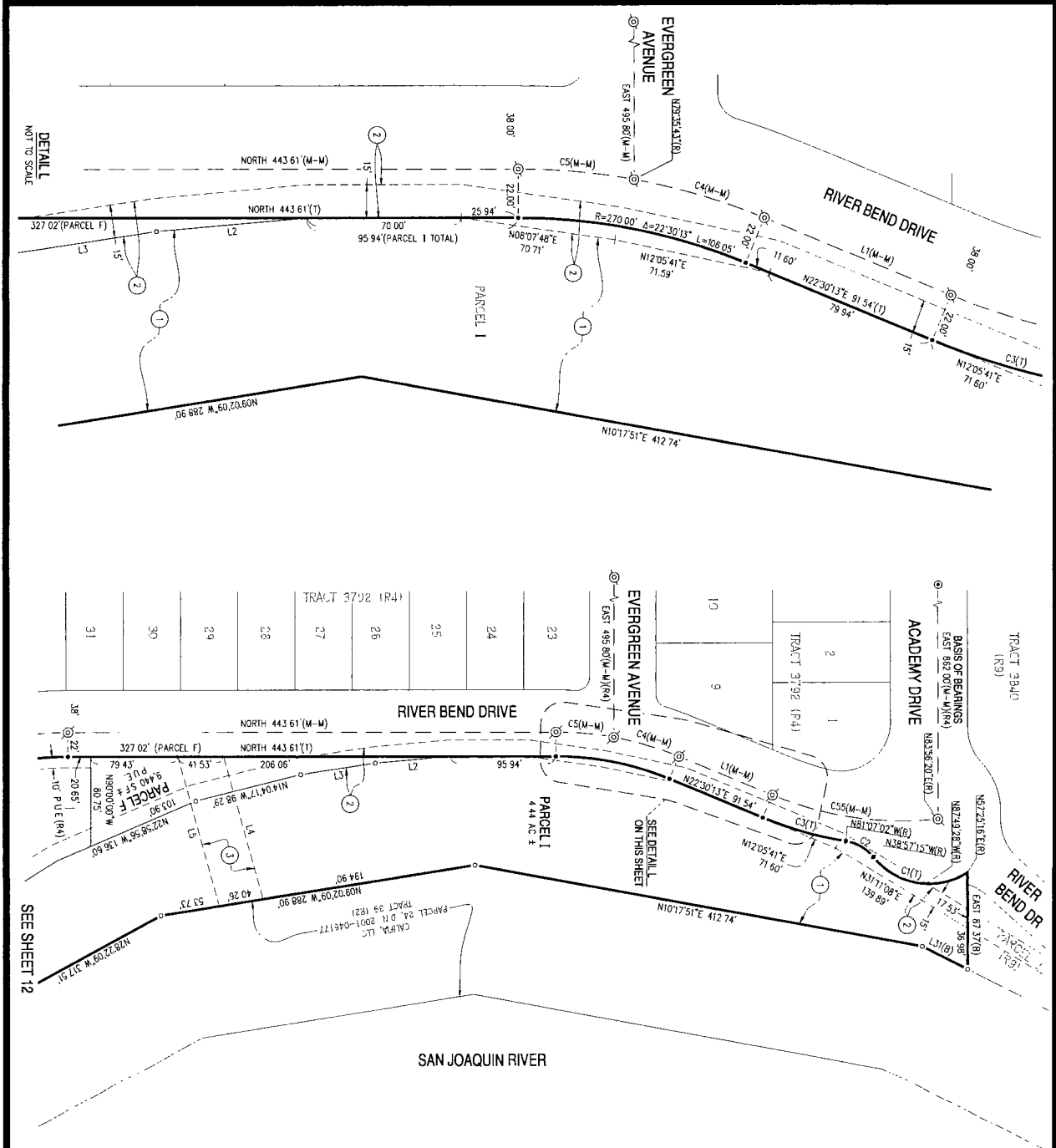
NOTES

- 1 1/2" BRASS GASK STAMPED "P15 7788" TO BE SET ON CONCRETE SPREAD 10" AND THE RIGHT-OF-WAY, ALONG PROLONGATION OF SURVEY LINE.
- 2 5/8" REBAR WITH CAP "P15 7788" TO BE SET AT ALL REAR LOT CORNERS, UNLESS OTHERWISE NOTED.
- 3 SEE SHEET 2 FOR ADDITIONAL NOTES.
- 4 SEE SHEET 3 FOR EXISTING EASEMENTS, REFERENCES, AND SHEET INDEX.
- 5 SEE SHEET 5 FOR BASIS OF BEARINGS.
- 6 SEE SHEET 14 FOR LINE, CURVE, AND RADIAL LINE TABLES FOR COURSES SHOWN ON SHEETS 7 THROUGH 16 ONLY.

LEGEND

- ⊙ SET STANDARD CITY OF LAHORE MONUMENT WELL STAMPED "P15 7788"
- SET 3/4" IRON PIPE W/ PLASTIC PLUG "P15 7788"
- ⊗ FOUND MONUMENT STAMPED "P15 7788" PER (R5)
- ⊕ FOUND MONUMENT STAMPED "P15 7788" PER (R4)
- ⊙ FOUND MONUMENT STAMPED "P15 7788" PER (R3)
- 3/4" IRON PIPE W/ PLASTIC PLUG "P15 7788" TO BE SET PER (R4) AND (R5), RESPECTIVELY, UNLESS OTHERWISE NOTED.
- 200.00' (R1) DENOTES MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 3
- L1, C1, R1 DENOTES COURSE NUMBER FOR LINE, CURVE AND RADIAL LINE (RESPECTIVELY) - REFER TO THE TABLES ON SHEET 14
- (B) BOUNDARY
- (M-A) MONUMENT TO MONUMENT
- (M-B) MONUMENT TO BOUNDARY
- (R) RADIAL BEARING
- (T) TOTAL
- DN DOCUMENT NUMBER
- PAE PUBLIC ACCESS EASEMENT
- SF SQUARE FEET
- ① EASEMENT REFERENCE NUMBER - REFER TO THE EASEMENT REFERENCE LIST ON SHEET 3
- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY LINE
- EASEMENT LINE
- MONUMENT LINE
- CENTRELINE
- RESTRICTED ACCESS





TRACT 3794 RIVER ISLANDS - PHASE 1A VILLAGE C6 & C7

A PORTION OF RANCHO EL PESCADERO, BEING A PORTION OF TOWNSHIPS 1 AND 2 SOUTH, RANGE 6 EAST, M.D.M., BEING A SUBDIVISION OF THE REMAINDER PARCEL OF TRACT 3859 (42 MAP 46) CITY OF LAHORE, SAN JOAQUIN COUNTY, CALIFORNIA APRIL 2022

LEGEND

- ⊙ SET STANDARD CITY OF LAHORE MONUMENT WELL STAMPED "15 7788"
- SET 3/4" IRON PIPE W/ PLASTIC PLUG "15 7788"
- ⊗ FOUND MONUMENT STAMPED "15 7788 PER (R5)"
- ⊕ FOUND MONUMENT STAMPED "15 7788" PER (R4)
- ⊙ FOUND MONUMENT STAMPED "15 7788" PER (R3)
- 3/4" IRON PIPE W/ PLASTIC PLUG "15 7788" TO BE SET PER (R4)
- 200.00' (R1) DENOTES MEASURED AND RECORD DATA PER REFERENCE (R1) AND (R5), RESPECTIVELY, UNLESS OTHERWISE NOTED
- (R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 3
- L1, C1, R1 DENOTES COURSE NUMBER FOR LINE, CURVE AND RADIAL LINE (RESPECTIVELY) - REFER TO THE TABLES ON SHEET 14
- (B) BOUNDARY
- (M-M) MONUMENT TO MONUMENT
- (M-B) MONUMENT TO BOUNDARY
- (R) RADIAL BEARING
- (T) TOTAL
- (1) TOTAL
- O.N. DOCUMENT NUMBER
- P.U.E. PUBLIC UTILITY EASEMENT
- P.A.E. PUBLIC ACCESS EASEMENT
- S.F. SQUARE FEET
- ① EASEMENT REFERENCE NUMBER - REFER TO THE EASEMENT REFERENCE LIST ON SHEET 3

NOTES

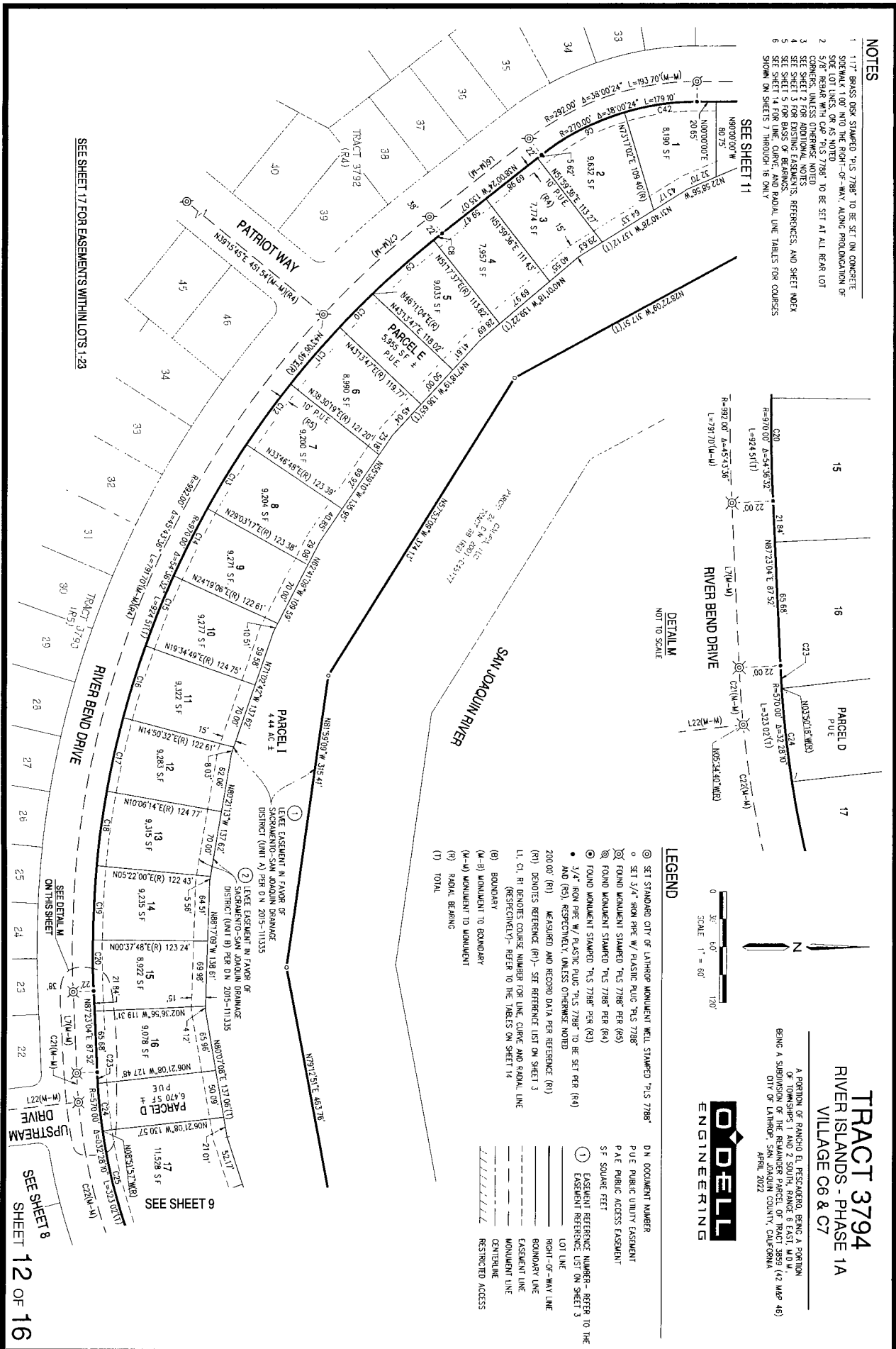
- 1 1.17" BRASS GASK STAMPED "15 7788" TO BE SET ON CONCRETE SIDEWALK 1.00' INTO THE RIGHT-OF-WAY, ALONG PROLONGATION OF SDE LOT LINES, OR AS NOTED.
- 2 5/8" REBAR WITH CAP "15 7788" TO BE SET AT ALL REAR LOT CORNERS, UNLESS OTHERWISE NOTED.
- 3 SEE SHEET 14 FOR BASIS OF BEARINGS.
- 4 SEE SHEET 5 FOR BASIS OF BEARINGS.
- 5 SEE SHEET 14 FOR LINE, CURVE AND RADIAL LINE TABLES FOR COURSES SHOWN ON SHEETS 7 THROUGH 16 ONLY.

ODELL ENGINEERING

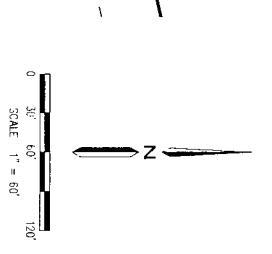
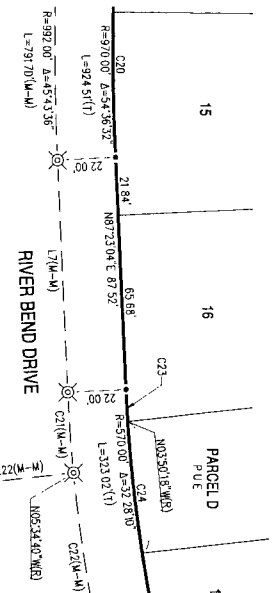
SCALE 1" = 60'

DETAIL
NOT TO SCALE

SHEET 11 OF 16



- NOTES**
1. 1"7" BRASS NICK STAMPED "P.S. 7788" TO BE SET ON CONCRETE SODWALK 1'00" INTO THE RIGHT-OF-WAY, ALONG PROLONGATION OF SDE LOT LINES, OR AS NOTED
 2. 5/8" REBAR WITH CAP "P.S. 7788" TO BE SET AT ALL REAR LOT CORNERS, UNLESS OTHERWISE NOTED
 3. SEE SHEET 2 FOR ADDITIONAL NOTES
 4. SEE SHEET 3 FOR ASSIGNED EASEMENTS, REFERENCES, AND SHEET INDEX
 5. SEE SHEET 4 FOR BOUNDARY, MONUMENT, AND RADIAL LINE TABLES FOR COURSES
 6. SHOW ON SHEETS 7 THROUGH 16 ONLY



TRACT 3794
RIVER ISLANDS - PHASE 1A
VILLAGE C6 & C7

A PORTION OF RANCHO EL PESADERO, BEING A PORTION OF TOWNSHIPS 1 AND 2 SOUTH, RANGE 6 EAST, M.D.M., BEING A SUBDIVISION OF THE REMAINDER PARCEL OF TRACT 3859 (42 MAP 48) CITY OF LAHORE, SAN JOAQUIN COUNTY, CALIFORNIA
APRIL 2022

ODELL ENGINEERING

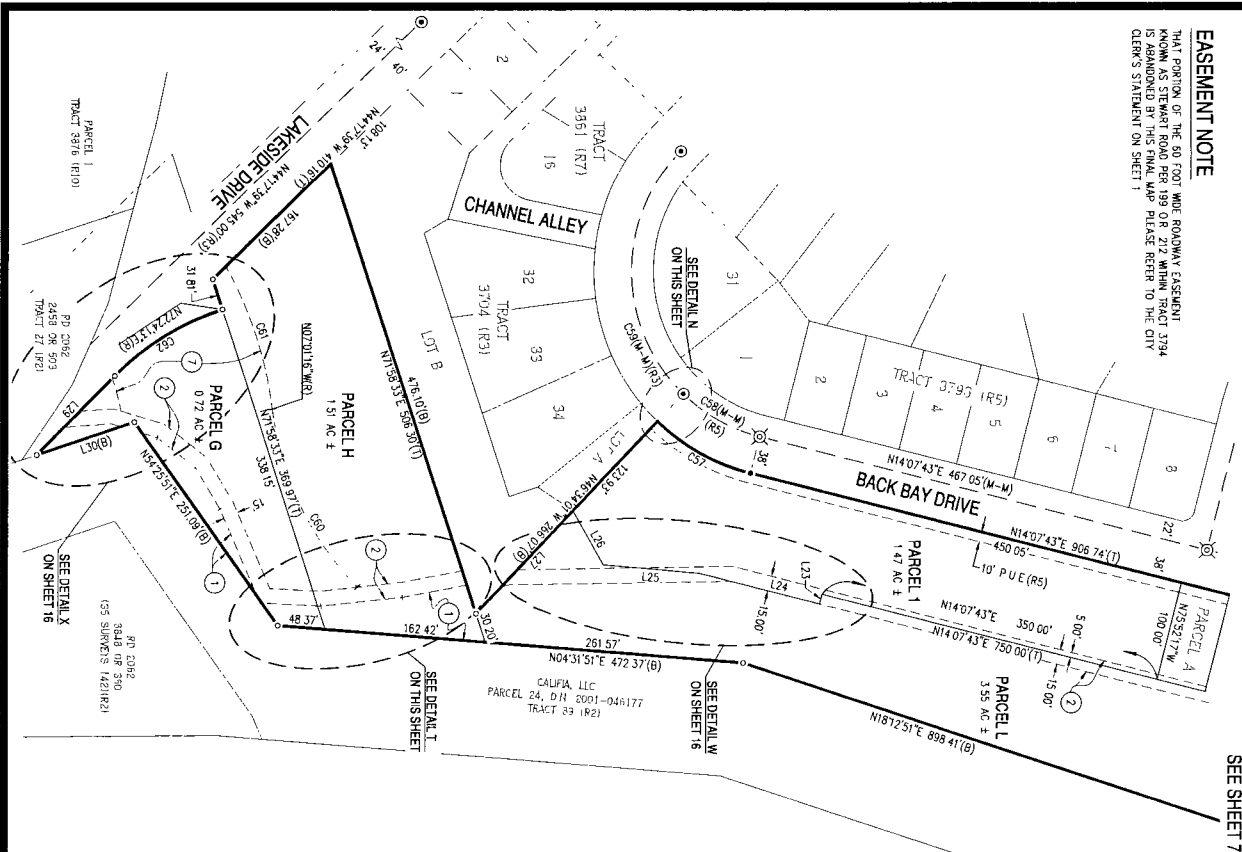
- LEGEND**
- ⊙ SET STANDARD CITY OF LAHORE MONUMENT WELL STAMPED "P.S. 7788"
 - ⊙ SET 3/4" IRON PIPE W/ PLASTIC PLUG "P.S. 7788"
 - ⊙ FOUND MONUMENT STAMPED "P.S. 7788" PER (R4)
 - ⊙ FOUND MONUMENT STAMPED "P.S. 7788" PER (R4)
 - ⊙ FOUND MONUMENT STAMPED "P.S. 7788" PER (R4)
 - 3/4" IRON PIPE W/ PLASTIC PLUG "P.S. 7788" TO BE SET PER (R4) AND (R5), RESPECTIVELY, UNLESS OTHERWISE NOTED
 - 200.00' (R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
 - (R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 3
 - L1, C1, R1 DENOTES COURSE NUMBER FOR LINE, CURVE AND RADIAL LINE (RESPECTIVELY) - REFER TO THE TABLES ON SHEET 14
 - (B) BOUNDARY
 - (M-B) MONUMENT TO BOUNDARY
 - (M-M) MONUMENT TO MONUMENT
 - (R) RADIAL BEARING
 - (T) TOTAL
 - DN DOCUMENT NUMBER
 - PAE PUBLIC UTILITY EASEMENT
 - PAE PUBLIC ACCESS EASEMENT
 - SF SQUARE FEET
 - ① EASEMENT REFERENCE NUMBER - REFER TO THE EASEMENT REFERENCE LIST ON SHEET 3
 - RIGHT-OF-WAY LINE
 - BOUNDARY LINE
 - EASEMENT LINE
 - MONUMENT LINE
 - CENTERLINE
 - ////// RESTRICTED ACCESS

SEE SHEET 17 FOR EASEMENTS WITHIN LOTS 1-23

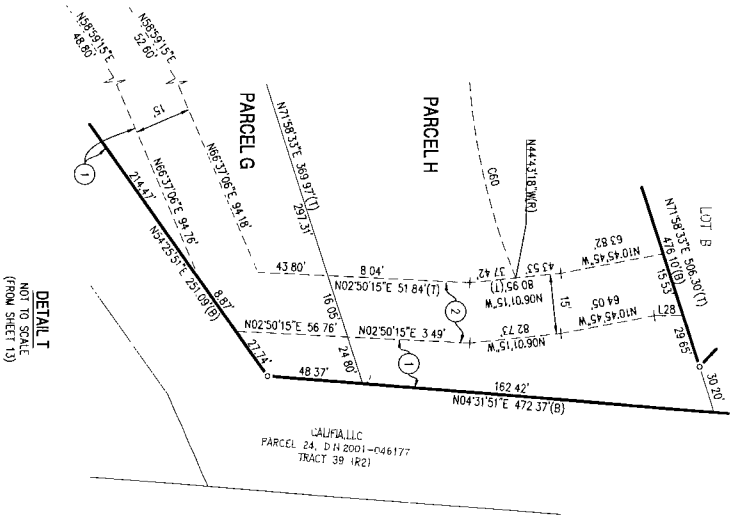
SEE SHEET 8 SHEET 12 OF 16

EASEMENT NOTE

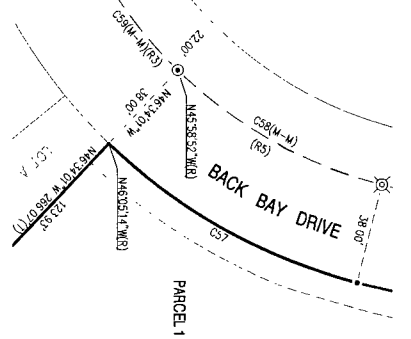
A PORTION OF THE 50' FOOT WIDE ROADWAY EASEMENT
 THAT IS SHOWN ON SHEET 12 OF THIS PROJECT AND
 IS ABANDONED BY THIS FINAL MAP PLEASE REFER TO THE CITY
 CLERK'S STATEMENT ON SHEET 1



SEE SHEET 7



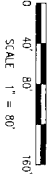
DETAIL A
 NOT TO SCALE



DETAIL B
 NOT TO SCALE

TRACT 3794
RIVER ISLANDS - PHASE 1A
VILLAGE C6 & C7

A PORTION OF RANCHO EL PESQUERO, BEING A PORTION
 OF TOWNSHIPS 1 AND 2 SOUTH, RANGE 6 EAST, M.D.M.,
 BEING A SUBDIVISION OF THE REMAINDER PARCEL OF TRACT 3859 (42 MAP 48)
 CITY OF LAHARBOR, SAN JOAQUIN COUNTY, CALIFORNIA
 APRIL 2022



NOTES

- 1 1.17" BRASS DISK STAMPED "P15 7788" TO BE SET ON CONCRETE SIDEWALK 1.00' INTO THE RIGHT-OF-WAY, ALONG PROLONGATION OF SIDE LOT LINES, OR AS NOTED
- 2 5/8" REBAR WITH CAP "P15 7788" TO BE SET AT ALL REAR LOT CORNERS, UNLESS OTHERWISE NOTED
- 3 3/4" IRON PIPE W/ PLASTIC PLUG "P15 7788" PER (R4)
- 4 SEE SHEET 1 FOR EXISTING EASEMENTS, REFERENCES, AND SHEET INDEX
- 5 SEE SHEET 5 FOR BASIS OF BEARINGS
- 6 SEE SHEET 14 FOR LINE, CURVE, AND RADIAL LINE TABLES FOR COURSES SHOWN ON SHEETS 7 THROUGH 16 ONLY

LEGEND

- ⊙ SET STANDARD CITY OF LAHARBOR MONUMENT WELL STAMPED "P15 7788"
- SET 3/4" IRON PIPE W/ PLASTIC PLUG "P15 7788"
- ⊗ FOUND MONUMENT STAMPED "P15 7788" PER (R5)
- ⊙ FOUND MONUMENT STAMPED "P15 7788" PER (R4)
- ⊙ FOUND MONUMENT STAMPED "P15 7788" PER (R3)
- 3/4" IRON PIPE W/ PLASTIC PLUG "P15 7788" TO BE SET PER (R4) AND (R5), RESPECTIVELY, UNLESS OTHERWISE NOTED
- 200.00' (R1) DENOTES MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 3
- LI, CL, RI DENOTES COURSE NUMBER FOR LINE, CURVE AND RADIAL LINE (RESPECTIVELY) - REFER TO THE TABLES ON SHEET 14
- (B) BOUNDARY
- (M-M) MONUMENT TO MONUMENT
- (M-B) MONUMENT TO BOUNDARY
- (R) RADIAL BEARING
- (1) TOTAL
- DN DOCUMENT NUMBER
- PUE PUBLIC UTILITY EASEMENT
- P&E PUBLIC ACCESS EASEMENT
- SF SQUARE FEET
- ① EASEMENT REFERENCE NUMBER - REFER TO THE EASEMENT REFERENCE LIST ON SHEET 3
- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY LINE
- EASEMENT LINE
- MONUMENT LINE
- CENTERLINE
- RESTRICTED ACCESS

LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 7 THROUGH 17 ONLY

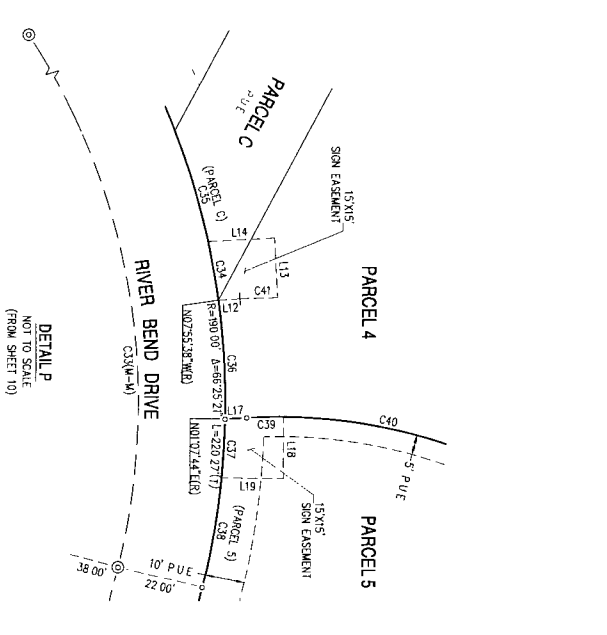
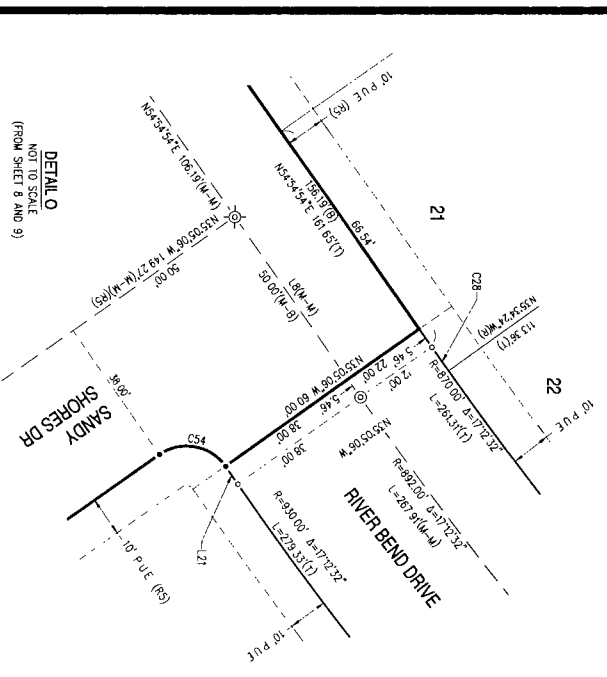
LINE #	DIRECTION	LENGTH
L1	N25°20'31"E	91.54'
L2	N05°04'21"W	88.65'
L3	N08°35'23"W	88.41'
L4	N7°23'36"E	133.52'
L5	N7°23'36"E	140.09'
L6	N43°50'24"W	135.07'
L7	N87°23'04"E	87.52'
L8	N43°54'54"E	55.46'
L9	N43°50'20"E	16.46'
L10	N28°22'51"E	12.19'
L11	N43°59'20"E	20.02'
L12	N02°23'57"W	5.46'
L13	N43°59'20"E	15.63'
L14	N03°03'02"W	16.92'
L15	N61°09'25"W	35.59'
L16	N38°49'48"W	7.56'
L17	N02°23'57"W	5.46'
L18	N89°22'44"W	15.58'
L19	N02°31'16"E	15.64'
L20	N75°52'17"W	37.73'

LINE #	DIRECTION	LENGTH
L21	N54°54'54"E	5.46'
L22	N06°21'08"W	170.17'
L23	N75°52'17"W	100.00'
L24	N41°07'43"E	125.82'
L25	N05°01'54"E	97.49'
L26	N69°31'36"E	62.28'
L27	N46°34'01"W	142.14'
L28	N00°33'33"W	2.33'
L29	N45°16'58"W	112.13'
L30	N18°31'46"W	104.06'
L31	N05°35'15"E	46.10'
L32	N43°59'20"E	4.51'
L33	N43°59'20"E	11.97'

CURVE #	RADIUS	DELTA	LENGTH
C1	63.00'	83°33'30"	94.87'
C2	40.00'	42°09'48"	28.44'
C3	330.00'	137°15'	78.45'
C4	282.00'	120°51'56"	61.66'
C5	292.00'	102°41'17"	53.03'
C6	270.00'	217°28'	100.33'
C7	992.00'	85°52'56"	153.78'
C8	970.00'	0°41'56"	11.85'
C9	970.00'	5°48'32"	98.34'
C10	970.00'	25°17'	50.02'
C11	970.00'	44°32'	79.98'
C12	970.00'	44°33'	80.00'
C13	970.00'	44°33'	80.18'
C14	970.00'	44°41'0"	80.22'
C15	970.00'	44°41'7"	80.22'
C16	970.00'	44°41'7"	80.22'
C17	970.00'	44°41'7"	80.22'
C18	970.00'	44°41'7"	80.19'
C19	970.00'	37°44'5"	54.95'
C20	970.00'	37°44'5"	54.95'
C21	592.00'	257°44'	30.61'

CURVE #	RADIUS	DELTA	LENGTH
C22	592.00'	293°02'28"	304.88'
C23	570.00'	113°22'	12.16'
C24	570.00'	50°13'	50.02'
C25	570.00'	101°13'4"	102.40'
C26	570.00'	92°8'09"	94.20'
C27	570.00'	62°7'28"	64.24'
C28	870.00'	07°29'18"	7.41'
C29	870.00'	53°15'	83.83'
C30	870.00'	53°18'	83.85'
C31	870.00'	54°0'41"	86.22'
C32	168.00'	370°34'5"	103.01'
C33	168.00'	66°25'22"	194.76'
C34	190.00'	43°0'49"	14.97'
C35	190.00'	15°18'17"	44.12'
C36	190.00'	90°32'	30.03'
C37	190.00'	42°9'18"	14.88'
C38	190.00'	13°00'00"	43.11'
C39	135.00'	47°13'	9.47'
C40	135.00'	302°12'5"	71.53'
C41	165.00'	378°53'	9.59'
C42	270.00'	184°25'8"	78.77'

CURVE #	RADIUS	DELTA	LENGTH
C43	87.00'	231°45'	35.30'
C44	73.00'	353°35'	46.86'
C45	73.00'	33°56'48"	42.61'
C46	73.00'	271°9'55"	34.82'
C47	73.00'	391°2'40"	49.96'
C48	73.00'	136°32'58"	73.99'
C49	73.00'	72°9'08"	9.54'
C50	73.00'	225°7'41"	33.08'
C51	73.00'	115°0'16"	15.08'
C52	12.00'	90°00'00"	18.85'
C53	12.00'	90°00'00"	18.85'
C54	12.00'	90°00'00"	18.85'
C55	308.00'	283°33'52"	153.55'
C56	87.00'	231°8'08"	35.38'
C57	210.00'	292°7'03"	109.16'
C58	172.00'	293°35'	89.73'
C59	172.00'	304°12'	272.25'
C60	392.00'	374°2'02"	202.66'
C61	392.00'	221°11'7"	151.79'
C62	288.00'	274°1'12"	129.50'
C63	240.00'	80°55'	34.20'



- LEGEND**
- ⊙ SET STAMPED CITY OF LAHARB MONUMENT WELL STAMPED "S 7788"
 - SET 3/4" IRON PIPE W/ PLASTIC PLUG "S 7788"
 - ⊗ FOUND MONUMENT STAMPED "S 7788" PER (R3)
 - ⊘ FOUND MONUMENT STAMPED "S 7788" PER (R4)
 - FOUND MONUMENT STAMPED "S 7788" PER (R3)
 - 3/4" IRON PIPE W/ PLASTIC PLUG "S 7788" TO BE SET PER (R4) AND (R5), RESPECTIVELY, UNLESS OTHERWISE NOTED
 - DENOTES REFERRED (R1) - SEE REFERENCE LIST ON SHEET 3
 - LI, CI, RI DENOTES COURSE NUMBER FOR LINE, CURVE AND RADIAL LINE (RESPECTIVELY) - REFER TO THE TABLES ON SHEET 14
 - (B) BOUNDARY
 - (M-M) MONUMENT TO MONUMENT
 - (M-B) MONUMENT TO BOUNDARY
 - (R) RADIAL BEARING
 - (T) TOTAL
 - DN DOCUMENT NUMBER
 - PUE PUBLIC UTILITY EASEMENT
 - PAC PUBLIC ACCESS EASEMENT
 - SF SQUARE FEET
 - ① EASEMENT REFERENCE NUMBER - REFER TO THE EASEMENT REFERENCE LIST ON SHEET 3
 - LOT LINE
 - RIGHT-OF-WAY LINE
 - BOUNDARY LINE
 - EASEMENT LINE
 - MONUMENT LINE
 - CENTERLINE
 - RESTRICTED ACCESS

TRACT 3794
RIVER ISLANDS - PHASE 1A
VILLAGE C6 & C7

A PORTION OF PARCELS EL PESQUERO, BEING A PORTION OF TOWNSHIPS 1 AND 2 SOUTH, RANGE 6 EAST, M.D.M., CITY OF LAHARB, SAN JOAQUIN COUNTY, CALIFORNIA
 APRIL 2022

ODELL ENGINEERING

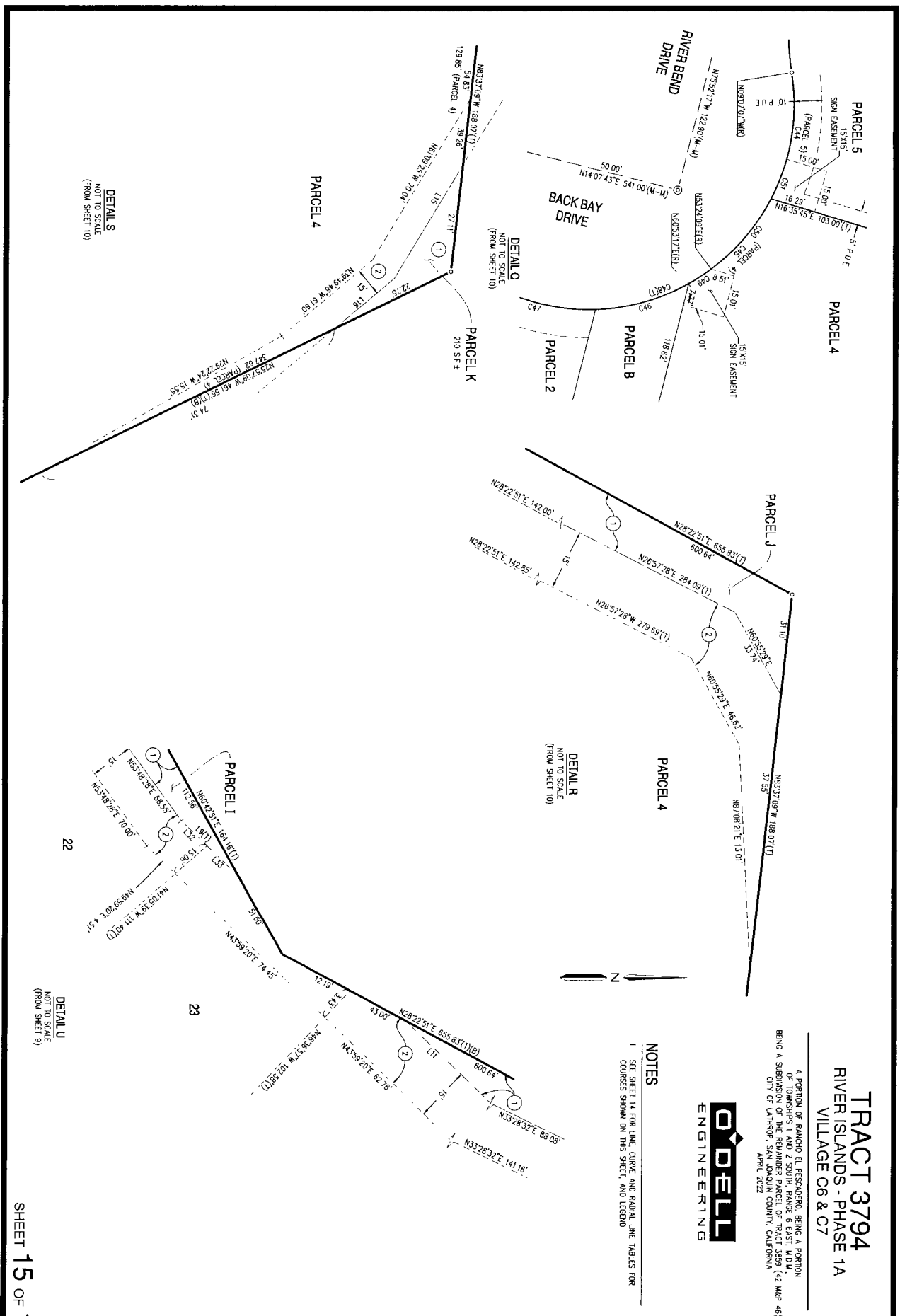
TRACT 3794
RIVER ISLANDS - PHASE 1A
VILLAGE C6 & C7

A PORTION OF RANCHO EL PESCADERO, BEING A PORTION OF TOWNSHIPS 1 AND 2 SOUTH, RANGE 6 EAST, M.D.M., CITY OF LAHOP, SAN JOAQUIN COUNTY, CALIFORNIA
 APRIL 2022



NOTES

1 SEE SHEET 14 FOR LINE, CURVE AND RADIAL LINE TABLES FOR CURVES SHOWN ON THIS SHEET, AND LEGEND

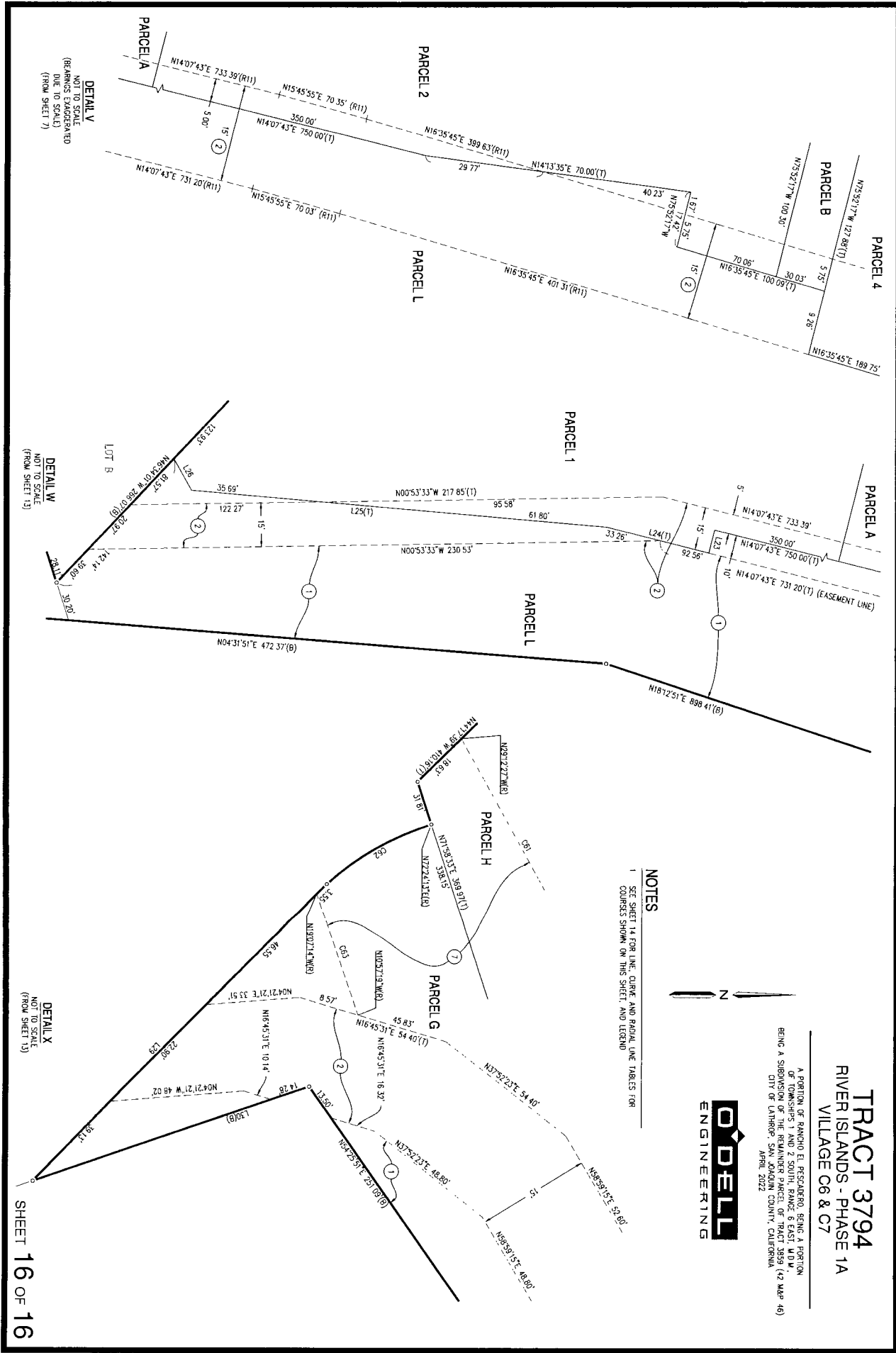


DETAILS
 NOT TO SCALE
 (FROM SHEET 10)

DETAIL O
 NOT TO SCALE
 (FROM SHEET 10)

DETAIL B
 NOT TO SCALE
 (FROM SHEET 10)

DETAIL U
 NOT TO SCALE
 (FROM SHEET 9)

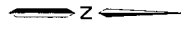


DETAIL V
NOT TO SCALE
(BEARINGS, DISTANCES
DUE TO SCALE)
(FROM SHEET 17)

DETAIL W
NOT TO SCALE
(FROM SHEET 13)

DETAIL X
NOT TO SCALE
(FROM SHEET 15)

NOTES
1 SEE SHEET 14 FOR LINE, CURVE AND RADIAL LINE TABLES FOR COURSES SHOWN ON THIS SHEET, AND LEGEND



ODELL
ENGINEERING

TRACT 3794
RIVER ISLANDS - PHASE 1A
VILLAGE C6 & C7

A PORTION OF RANCHO EL PESQUERO, BEING A PORTION OF TOWNSHIPS 1 AND 2 SOUTH, RANGE 6 EAST, M.D.M., CITY OF LATHROP, SNA, BOYDSON COUNTY, CALIFORNIA, APRIL, 2022

SHEET 16 OF 16

Subdivision Improvement Agreement (River Islands Custom Homesites, LLC)
Tract 3794 Villages "C6" & "C7"

EXHIBIT "B"

TRACT 3794 VILLAGE "C6" and "C7" AREA

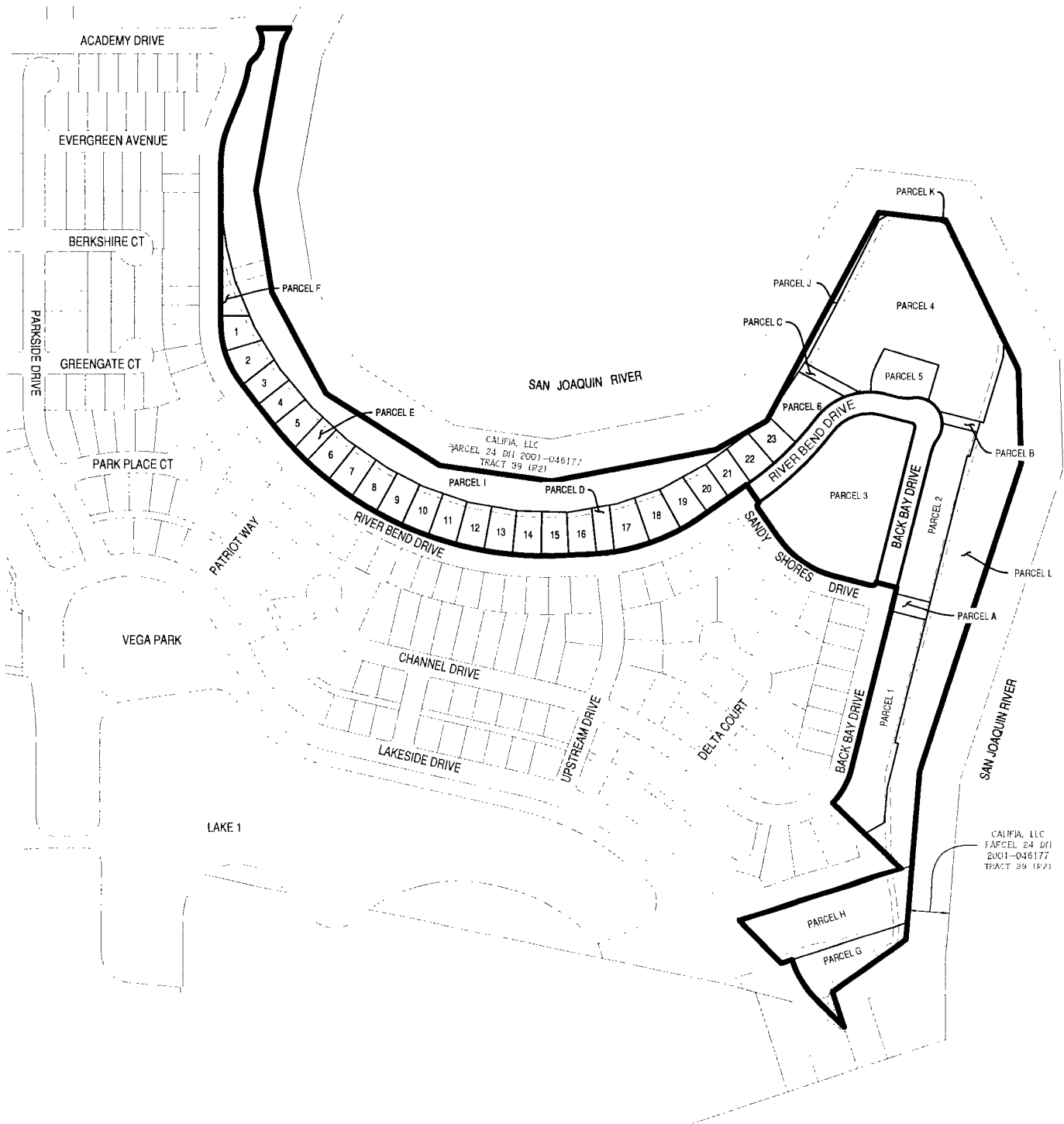


EXHIBIT "B"
VILLAGE C - TRACT 3794
VICINITY MAP
APRIL 2022

EXHIBIT "C"

CITY INSURANCE REQUIREMENTS

1. The Subdivider shall obtain commercial general liability insurance companies licensed to do business in the State of California with an A.M. Best Company rating Insurance rating of no less than A:VII which provides coverage for bodily injury, personal injury and property damage liability in the amount of at least \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.

Said insurance coverage shall be evidenced by a certificate of insurance with policy endorsements, executed by an authorized official of the insurer(s). All parties to the Subdivision Improvement Agreement must be named insured on the policy. The policy endorsements to be attached to the certificate must provide all the following:

a. Name the City of Lathrop, its officers, City Council, boards and commissions, and members thereof, its employees and agents as additional insured as respects to any liability arising out of the activities of the named insured. A CG 2010 or CG 2026 endorsement form or the equivalent is the appropriate form.

b. State that "the insurance coverage afforded by this policy shall be primary insurance as respects to the City of Lathrop, its officers, employees and agents. Any insurance or self-insurance maintained by the City of Lathrop, its officers, employees, or agents shall be in excess of the insurance afforded to the named insured by this policy and shall not contribute to any loss.

c. Include a statement that, "the insurer will provide to the City at least thirty (30) days prior notice of cancellation or material change in coverage." The above language can be included on the additional insured endorsement form or on a separate endorsement form.

d. The policy must contain a cross liability or severability of interest clause.

e. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/05/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 333 S Hope St Ste 3750 Los Angeles CA 90071	CONTACT NAME: Michelle Sanchez PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: Michelle.Sanchez@alliant.com
	INSURER(S) AFFORDING COVERAGE
License#: 0C36861 RIVEISL-01	INSURER A : United Specialty Insurance Com NAIC # 12537 INSURER B : _____ INSURER C : _____ INSURER D : _____ INSURER E : _____ INSURER F : _____
INSURED River Islands Custom Homesites, LLC 73 W. Stewart Lathrop CA 95330	

COVERAGES

CERTIFICATE NUMBER: 348285461

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

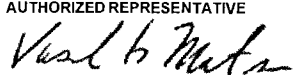
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y		ATN2117764P	3/19/2021	3/19/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: FM 3794 C

City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents are included as Additional Insureds as respects to General Liability. General Liability shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by City of Lathrop, its officers, employees and agents.

CERTIFICATE HOLDER**CANCELLATION**

City of Lathrop 390 Towne Centre Drive Lathrop CA 95330	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents 390 Towne Centre Drive Lathrop, CA 95330	As Required By Written Contract, Fully Executed Prior To The Named Insured's Work
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

United Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 051 00 (02/20)

PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** of the **COMMERCIAL GENERAL LIABILITY COVERAGE PART**, and supersedes any provision to the contrary:

Primary and Non-Contributory Insurance

Any coverage provided to an Additional Insured under this policy shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless:

- a. (1) The Additional Insured is a Named Insured under such other insurance;
and
 - (2) A fully written contract fully executed prior to the Named Insured's commencement of work for such Additional Insured for the specific project that is the subject of the claim, "suit," or "occurrence" expressly requires that this insurance:
 - (i) apply on a primary and non-contributory basis;
and
 - (ii) would not seek contribution from any other insurance available to the additional insured.
- or
- b. Prior to a loss, you request in writing and we agree in writing that this insurance shall apply on a primary and non-contributory basis.

Name Of Person(s) Or Organization(s)
As Required By Written Contract, Fully Executed Prior To The Named Insured's Work.

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

Policy: ATN217764P

UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 064 00 (01/15)

THIRD PARTY CANCELLATION NOTICE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

If we cancel this policy for any reason other than nonpayment of premium, we will mail notification to the persons or organizations shown in the schedule below (according to the number of days listed below) once the Named Insured has been notified.

If we cancel this coverage for nonpayment of premium, we will mail a copy of such written notice of cancellation to the name and address below at least 10 days prior to the effective date of such cancellation.

Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE

Name and Address of Other Person/Organization

**City of Lathrop, its officers, City Council,
boards and commissions and members thereof,
its employees and agents
390 Towne Centre Drive
Lathrop, CA 95330**

Number of Days Notice

30

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

Subdivision Improvement Agreement (River Islands Custom Homesites, LLC)
Tract 3794 Villages "C6" & "C7"

EXHIBIT D:
CONTRACT COST FOR C2 COMMUNITY PARK

ITEM DESCRIPTION		UNIT	QUANT.	UNIT COST	AMOUNT
A.	Site Preparation				
1	Site Grading (Rough/Fine)	SF	696,260	\$ 0.95	\$ 661,447.00
2	Storm Drain Curb Inlet Tie-In	EA	4	\$ 1,025.00	\$ 4,100.00
3	Storm Drain Outfall (Bio-Filtration Basin)	EA	3	\$ 1,488.00	\$ 4,464.00
4	Storm Drain Catch Basin	EA	18	\$ 1,300.00	\$ 23,400.00
5	Storm Drain Inlet (Playground)	EA	12	\$ 3,500.00	\$ 42,000.00
6	Storm Drain Catch Basin (Parking Lot)	EA	8	\$ 1,740.00	\$ 13,920.00
7	Area Drain	EA	1	\$ 2,000.00	\$ 2,000.00
8	12" Storm Drain Line	LF	1,521	\$ 42.50	\$ 64,642.50
9	8" Storm Drain Line	LF	1,717	\$ 29.90	\$ 51,338.30
10	6" Storm Drain Line	LF	657	\$ 30.00	\$ 19,710.00
11	4" Perforated Pipe w/ Rock	LF	2,420	\$ 23.71	\$ 57,378.20
12	Channel Drain	LF	800	\$ 75.00	\$ 60,000.00
13	6" Sewer Line with Cleanout	LF	164	\$ 45.00	\$ 7,380.00
14	Erosion Control	LS	1	\$ 5,000.00	\$ 5,000.00
SUB-TOTAL				\$	1,016,780.00

B. Flatwork / Surfacing / Walls										
1	Natural colored 6" Conc. Flatwork	SF	101,408	\$	17.00	\$	1,723,936.00			
2	Deepened Edge Sidewalk w/Fence at Bio-Filtration Swale	LF	109	\$	37.00	\$	4,033.00			
3	Thickened Edge Sidewalk at Bio-Filtration Swale	LF	915	\$	9.00	\$	8,235.00			
4	Concrete Ramp (at corner)	EA	1	\$	4,000.00	\$	4,000.00			
5	Concrete Ramp (at Parking Lot Entrance)	EA	2	\$	4,000.00	\$	8,000.00			
6	Concrete Ramp (at Parking Lot Accessible Parking Stalls)	EA	2	\$	4,000.00	\$	8,000.00			
7	Concrete Apron (Parking lot entrance)	EA	1	\$	3,800.00	\$	3,800.00			
8	Asphalt parking lot	SF	50,758	\$	6.00	\$	304,548.00			
9	Parking lot striping	LS	1	\$	3,500.00	\$	3,500.00			
10	Parking Lot Curb	LF	2,224	\$	40.00	\$	88,960.00			
11	Baseball Field Infield Mix	SF	72,715	\$	1.00	\$	72,715.00			
12	Bullpen Retaining Wall	LF	112	\$	50.00	\$	5,600.00			
13	Playground Safety Surfacing (Rubberized Play Surface)	SF	16,773	\$	16.72	\$	280,444.56			
14	Playground Safety Surfacing (Spectraturf Playgrass)	SF	1,355	\$	16.72	\$	22,655.60			
15	Boulder - Medium	EA	16	\$	274.40	\$	4,390.40			
16	Boulder - Large	EA	12	\$	365.88	\$	4,390.56			
17	Washed River Cobbles	SF	1,401	\$	3.28	\$	4,595.28			
18	Aluminum Edging	LF	180	\$	4.52	\$	813.60			
19	12" Concrete Mow Curb	LF	3,792	\$	14.00	\$	53,088.00			
20	12"x12" Deepened Curb at Playground	LF	165	\$	14.00	\$	2,310.00			
21	Thickened Edge at Playground	LF	481	\$	9.00	\$	4,329.00			
22	24" Retaining/Seat Wall at Playground	LF	38	\$	125.00	\$	4,750.00			
23	Hand Rail	LF	250	\$	356.00	\$	89,000.00			
24	4' Tubular Steel Fence	LF	826	\$	50.00	\$	41,300.00			
SUB-TOTAL							\$	2,747,394.00		

C. Furnishings / Equipment / Structures

1	Benches	EA	12	\$	1,250.00	\$	15,000.00	
2	Trash Receptacles	EA	14	\$	970.64	\$	13,588.96	
3	Recycling Receptacles	EA	14	\$	970.64	\$	13,588.96	
4	Picnic Table	EA	26	\$	837.00	\$	21,762.00	
5	Bike Rack	EA	8	\$	350.00	\$	2,800.00	
6	BBQ	EA	3	\$	1,961.33	\$	5,883.99	
7	BBQ - Group	EA	2	\$	4,088.50	\$	8,177.00	
8	Tree Grates	EA	8	\$	1,875.00	\$	15,000.00	
9	Drinking Fountain w/Dog Bowl	EA	3	\$	5,500.00	\$	16,500.00	
10	Maintenance Shed (30x40)	LS	1	\$	165,000.00	\$	165,000.00	
11	Restroom w/ Concession Stand	LS	1	\$	404,000.00	\$	404,000.00	
12	Cantilever Sails	EA	2	\$	44,350.00	\$	88,700.00	
13	Octagon Sails	EA	1	\$	68,250.00	\$	68,250.00	
14	Picnic Table Sails	EA	2	\$	30,900.00	\$	61,800.00	
15	Bleacher Shade Sail (BB Field)	EA	1	\$	74,500.00	\$	74,500.00	
16	Bleacher Shade Sail (SB Field)	EA	1	\$	74,500.00	\$	74,500.00	
17	Four point Sail at Playground	EA	1	\$	38,500.00	\$	38,500.00	
18	Traingle Sail at Playground	EA	1	\$	29,050.00	\$	29,050.00	
19	Pitching Rubber	EA	8	\$	175.00	\$	1,400.00	
20	Home Plate	EA	8	\$	175.00	\$	1,400.00	
21	Bases	EA	12	\$	375.00	\$	4,500.00	
22	Foul Poles	EA	2	\$	12,000.00	\$	24,000.00	
23	15' Dugout Benches	EA	8	\$	2,100.00	\$	16,800.00	
24	21' Dugout Benches	EA	6	\$	2,850.00	\$	17,100.00	
25	Outdoor Storage Cabinet	EA	3	\$	3,232.33	\$	9,696.99	
26	Bat Rack	EA	8	\$	600.00	\$	4,800.00	
27	Bleachers	EA	12	\$	5,900.00	\$	70,800.00	
28	Batting Cages	EA	2	\$	50,500.00	\$	101,000.00	
29	30' Tall Backstop Fence	EA	2	\$	606.00	\$	490,860.00	
30	8' Tall Dugout Gate	EA	8	\$	989.00	\$	7,912.00	
31	8' Tall Bulpen Gate	EA	2	\$	989.00	\$	1,978.00	
32	8' Tall Dugout Fence	LF	512	\$	120.00	\$	61,440.00	
33	8' Tall Bull Pen Fence	LF	387	\$	90.00	\$	34,830.00	
34	6' Outfield Fence	LF	1,342	\$	44.00	\$	59,048.00	
35	6' Outfield Maintenance Gate	EA	1	\$	1,978.00	\$	1,978.00	
36	Playground Equipment	LS	1	\$	736,942.28	\$	736,942.28	
37	Ball Field Use Sign	EA	4	\$	300.00	\$	1,200.00	
38	Parking Lot Accessible Parking Sign	EA	4	\$	300.00	\$	1,200.00	
39	Parking Lot Tow Away Sign	EA	1	\$	350.00	\$	350.00	
40	City of Lathrop Park Rules Sign	EA	5	\$	350.00	\$	1,750.00	
41	Park Entry Sign (w/Footing)	EA	1	\$	9,000.00	\$	9,000.00	
SUB-TOTAL							\$	2,776,586.18

D.	Lighting								
1	Electrical Pedestal	EA	1	\$	25,600.00	\$	25,600.00	\$	25,600.00
2	Park Sign Light	EA	2	\$	3,840.00	\$	7,680.00	\$	7,680.00
3	Park Sign Light Conduit & Wire	LS	1	\$	1,280.00	\$	1,280.00	\$	1,280.00
4	Park Path Lighting	EA	33	\$	8,320.00	\$	274,560.00	\$	274,560.00
5	Park Path Lighting Conduit & Wire	LS	1	\$	57,600.00	\$	57,600.00	\$	57,600.00
6	Parking lot Lighting	EA	21	\$	11,520.00	\$	241,920.00	\$	241,920.00
7	Parking lot Lighting Conduit & Wire	LS	1	\$	15,360.00	\$	15,360.00	\$	15,360.00
8	1" & 2" Security Conduit & Wire	LS	1	\$	15,360.00	\$	15,360.00	\$	15,360.00
9	Booster Pump Conduit & Wire	LS	1	\$	1,280.00	\$	1,280.00	\$	1,280.00
10	Restroom/Concession Stand Conduit & Wire	LS	1	\$	1,280.00	\$	1,280.00	\$	1,280.00
11	Maintenance Shed + Conduit & Wire	LS	1	\$	12,800.00	\$	12,800.00	\$	12,800.00
12	Shade Structure Lights	EA	3	\$	1,920.00	\$	5,760.00	\$	5,760.00
13	Shade Structure Lights Rigid Conduit & Wire	LS	1	\$	2,560.00	\$	2,560.00	\$	2,560.00
14	Baseball field/Batting Cages outlets	EA	5	\$	640.00	\$	3,200.00	\$	3,200.00
15	Baseball field/Batting Cages outlets Conduit & Wire	LS	1	\$	10,000.00	\$	10,000.00	\$	10,000.00
16	New switch, gear, panels, trans., trench, feeders & power study	LS	1	\$	273,638.00	\$	273,638.00	\$	273,638.00
17	Sleeves, trench, gravel & 3" conduit	LS	1	\$	10,000.00	\$	10,000.00	\$	10,000.00
18	Junction Boxes w/ conduit & Sweeps	EA	29	\$	640.00	\$	18,560.00	\$	18,560.00
								SUB-TOTAL	\$ 978,438.00

E.	Planting								
1	Soil Conditioning & Amendments	SF	441,807	\$	0.07	\$	30,926.49	\$	30,926.49
2	Drill Seed Lawn	SF	363,212	\$	0.06	\$	21,792.72	\$	21,792.72
3	Hydroseed No-Mow Turf	SF	39,440	\$	0.05	\$	1,972.00	\$	1,972.00
4	1 Gallon Shrubs	EA	4,530	\$	8.00	\$	36,240.00	\$	36,240.00
5	15 Gallon Trees	EA	387	\$	90.00	\$	34,830.00	\$	34,830.00
6	Bark	SF	39,155	\$	0.19	\$	7,439.45	\$	7,439.45
7	Root Barrier	LF	6,961	\$	1.55	\$	10,789.55	\$	10,789.55
								SUB-TOTAL	\$143,990.21

F.	Irrigation Controls & Distribution								
1	Irrigation System	SF	442,479	\$	1.50	\$	663,718.50	\$	663,718.50
								SUB-TOTAL	\$663,718.50

G.	Miscellaneous								
1	Maintenance (60 Day)	LS	1	\$	15,000.00	\$	15,000.00	\$	15,000.00
2	Mobilization/De-mobilization (NTE - 5%)	LS	1	\$	100.00	\$	100.00	\$	100.00
3	Bonding	LS	1	\$	71,500.00	\$	71,500.00	\$	71,500.00
								SUB-TOTAL	\$ 86,600.00

Construction Total **\$8,413,506.89**

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAPS
(RIVER ISLANDS AT LATHROP)**

April 11, 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 3794; Escrow No. 1214022367

Dear Lori:

This letter constitutes the joint escrow instructions ("**Escrow Instructions**") of River Islands Custom Homesites, LLC, a Delaware limited liability company ("**RICH**") 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 RICH as set forth below. The Final Map can only be recorded after the City has approved the map in writing. The closing date for the Transaction is intended to occur by December 30, 2022, at the time designated in writing by RICH, subject to satisfaction of the conditions set forth below (each a "**Closing**"). If the Final Map has not been recorded by June 30, 2023, 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 RICH for recordation in the Official Records of San Joaquin County, California ("**Official Records**").

B.1. One original Final Map for Tract 3794, executed and acknowledged by the City (provided to title by City).

B.2. Grant Deed for C2 Community Park (provided by City).

B.3. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for the River Islands Public Financing Authority Community Facilities District No. 2016-1 (River Islands Supplemental) (provided to title by RICH).

The documents listed in Items B.1, B.2 and B3 above are referred to as the "**Recordation Documents**." The Recordation Documents shall be recorded in the order referred to above. The date on which the Recordation Documents are recorded in the Official Records is the Recordation Date.

Prior to recording the Recordation Documents, please confirm that you have received copies or originals of the following documents: Consent to, and Ballot in favor of, Annexation of Real Property to the River Islands Public Financing Authority Community Facilities District No. 2016-1 (River Islands Supplemental).

JOINT ESCROW INSTRUCTIONS RECORDATION OF FINAL MAPS (RIVER ISLANDS AT LATHROP)

The original Consent and Ballots for River Islands Public Financing Authority CFD No. 2016-1 must be delivered to Jeanne Zolezzi at Herum\Crabtree\Suntag, 5757 Pacific Ave., Suite 222, Stockton, CA 95207. Copies should be sent via email to Cari James (cjames@ci.lathrop.ca.us), Cindy Yan at Goodwin Consulting Group, cindy@goodwinconsultinggroup.net, Susan Dell'Osso (sdelloso@riverislands.com) and Debbie Belmar (dbelmar@riverislands.com) together with conformed copies of the amendments to notices of special tax that are recorded as part of the Recordation Documents.

C. Funds and Settlement Statement

You also have received, or will receive from RICH, 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 RICH 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 RICH.

- 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 **\$64,733.49**, 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 **\$3,501.00** multiplied by **18.49** acres (or portion thereof) included in the Final Map, is to be transferred to the City upon recordation of the Final Map. The City's wire instructions are set forth below.

The amounts set forth in Section C are referred to as the "**Closing Funds**."

D. Closing Requirements

When the following has occurred, you are authorized to close the Escrow at the time(s) and in accordance with the process set forth below:

D.1. You have delivered copies of your Settlement Statement by email transmission to: (a) Susan Dell'Osso (sdelloso@riverislands.com); (b) Debbie Belmar (dbelmar@riverislands.com); (c) Brad Taylor (btaylor@ci.lathrop.ca.us); (d) Salvador Navarrete (snavarrete@ci.lathrop.ca.us); (e) Glenn Gebhardt (ggebhardt@ci.lathrop.ca.us), (f) Sandra Lewis (slewis@ci.lathrop.ca.us), and have confirmation (by telephone or email) from Susan Dell'Osso and Glenn Gebhardt or Brad Taylor that the Settlement Statement is accurate and acceptable;

D.2. You have not received any instructions contrary to these Escrow Instructions;

D.3. The Recordation Documents and all other documents described herein as being held by you or delivered to you have been received by you and have been fully executed and, where applicable, acknowledged, and you have attached all legal descriptions or have confirmed that all exhibits and legal descriptions are attached;

D.4. You are prepared to record the Recordation Documents, as designated, release funds in accordance with the Settlement Statement and complete the Transaction in compliance with these Escrow Instructions;

JOINT ESCROW INSTRUCTIONS RECORDATION OF FINAL MAPS (RIVER ISLANDS AT LATHROP)

D.5. You have delivered a copy of these instructions, executed by an authorized signatory of ORTC with authority to bind ORTC, and initialed all pages, by email transmission (with original hard copy to follow by U.S. Mail) to Debbie Belmar and Glenn Gebhardt at the email addresses set forth above; and

D.6. You have received confirmation (by email or other writing) from Susan Dell'Osso and Stephen Salvatore or Glenn Gebhardt to record the Recordation Documents and complete the Transaction.

E. Closing Process and Priorities

When you have fully satisfied all of the closing requirements set forth in Section D, then you are authorized and instructed to do the following in the chronological order given:

E.1. Date the Recordation Documents to be recorded;

E.2. Record the Recordation Documents in the Official Records;

E.3. Pay the costs associated with the Transaction;

E.4. Refund any funds delivered to you by RICH that are not disbursed at the time of the final Closing pursuant to these Escrow Instructions to the following entity and address:

River Islands Custom Homesites, LLC
73 W. Stewart Road
Lathrop, CA 95330
Attn: Susan Dell'Osso

E.5. Notify Susan Dell'Osso (sdelloso@riverslands.com), Debbie Belmar (dbelmar@riverislands.com), Glenn Gebhardt (ggebhardt@ci.lathrop.ca.us), Brad Taylor (btaylor@ci.lathrop.ca.us), Sandra Lewis (slewis@ci.lathrop.ca.us), Teresa Vargas (tvargas@ci.lathrop.ca.us), Sarah Pimentel (spimentel@ci.lathrop.ca.us), and Jose Molina (JMolina@sjgov.org) of the completion of the Transaction;

E.6. Within five (5) business days after each Recordation Date, deliver by overnight delivery via recognized, national, overnight delivery carrier to: (1) Susan Dell'Osso, River Islands Custom Homesites, 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,

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAPS
(RIVER ISLANDS AT LATHROP)**

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 Custom Homesites, LLC

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAPS
(RIVER ISLANDS AT LATHROP)**

ESCROW INSTRUCTIONS
ACKNOWLEDGEMENT AND AGREEMENT:

Receipt of the foregoing Escrow Instructions from RICH 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 RICH and the City that the undersigned is authorized to execute this Acknowledgement and Agreement, for itself, and on behalf of ORTC.

Old Republic Title Company

By: _____
Its: _____
Date: _____

RECORDING REQUESTED BY, AND
WHEN RECORDED MAIL TO:

CITY OF LATHROP
ATTN: CITY CLERK
390 TOWNE CENTRE DRIVE
LATHROP, CA 95330

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned grantor(s) declare(s): This document is being recorded for the benefit of the City of Lathrop, California and is exempt from the payment of a recordation fee pursuant to Govt. Code section 6103.
This conveyance is exempt from the payment of a documentary transfer tax pursuant to Revenue and Taxation Code section 11922.

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **RIVER ISLANDS STAGE 2A, LLC**, a Delaware limited liability company ("**Grantor**"), hereby grants to the **CITY OF LATHROP** a California municipal corporation ("**Grantee**"), that certain real property located in the City of Lathrop, County of San Joaquin, State of California, along with all improvements thereon, as described in the legal description and plat attached hereto as **EXHIBIT A ("Parkland")** incorporated herein by this reference.

Grantor intends to convey the C2 Community Park Parcel in fee, as described and depicted in Exhibit "A", subject to the limitations noted below.

Grantor intends to convey with the Land any and all riparian rights or other water interests to which the Land is entitled therein appurtenant or relating to the Property, whether such water rights shall be riparian, overlying, littoral, percolating, prescriptive, adjudicated, statutory or contractual ("**Water Rights**").

While Grantor intends to transfer the Water Rights with the Land, it does not intend by this grant to sever the riparian rights of the surrounding properties. With this conveyance Grantor intends to retain to any and all land surrounding the Property all riparian rights to which those lands are entitled.

Notwithstanding the above grant, Grantor intends to except and reserve unto Grantor, its successors and assigns, together with the right to grant and transfer all or a portion of the same:

- A. All rights that the Land may have in and to that Water Right License 2637 (Application 5155/Permit 2720) granted by the State Water Resources Control Board and held by Island Reclamation District No. 2062.

B. The right and power to utilize, convey, remove, treat, and store the Water Rights from the Land, to divert or otherwise utilize such water, rights or interests on the Land or other property, but without, however any right to enter upon the surface of the Land in the exercise of such rights.

C. All oil, oil rights, minerals, mineral rights, natural gas rights and other hydrocarbons by whatsoever name known, geothermal steam and all products derived from any of the foregoing, that may be within or under the Land, together with the perpetual right of drilling, mining, exploring and operating therefor and storing in and removing the same from said Land or any other land including the right to whipstock or directionally drill and mine from lands other than the Land, oil or gas wells, tunnels and shafts into, through or across the subsurface of the Land, and to bottom such whipstocked or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines without, however, the right to drill, mine, store, explore or operate through the surface or the upper five hundred feet (500') of the subsurface of the Land.

SUBJECT TO:

1. General and special real property taxes and assessments and supplemental assessments, if any, for the current fiscal year.
2. Rights or claims of parties in possession not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of April ____, 2022.

GRANTOR:

RIVER ISLANDS STAGE 2A, LLC
a Delaware limited liability company

By: _____
Susan Dell'Osso, President

[ATTACH NOTARY ACKNOWLEDGMENT]

EXHIBIT A

Legal Description of Parkland

(Attached)

EXHIBIT "A"

LEGAL DESCRIPTION
 PARK C2
 RIVER ISLANDS - STAGE 2A
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

CERTAIN REAL PROPERTY SITUATE IN THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 3, AS SAID PARCEL IS SHOWN ON THE MAP ENTITLED "TRACT 3908, RIVER ISLANDS, STAGE 2A, LARGE LOT FINAL MAP", FILED SEPTEMBER 20, 2018, IN BOOK 43 OF MAPS AND PLATS, AT PAGE 52, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERN CORNER OF PARCEL 3 OF SAID TRACT 3908, SAID POINT ALSO BEING THE NORTHASTERLY TERMINUS OF COURSE L22, LABELED AS "NORTH 45°00'00" EAST 42.43 FEET", ALL AS SHOWN ON SHEET 8 OF SAID MAP OF TRACT 3908;

THENCE ALONG THE BOUNDARY OF SAID PARCEL 3 THE FOLLOWING NINE (9) COURSES:

- 1) SOUTH 45°00'00" WEST 42.43 FEET,
- 2) NORTH 90°00'00" WEST 972.31 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT,
- 3) ALONG SAID CURVE HAVING A RADIUS OF 2037.00 FEET, THROUGH A CENTRAL ANGLE OF 03°12'51", AN ARC DISTANCE OF 114.27 FEET TO A NON-TANGENT LINE,
- 4) NORTH 40°49'46" WEST 43.13 FEET,
- 5) NORTH 05°07'38" EAST 89.24 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT,
- 6) ALONG SAID CURVE HAVING A RADIUS OF 113.00 FEET, THROUGH A CENTRAL ANGLE OF 15°12'13", AN ARC DISTANCE OF 29.98 FEET TO A REVERSE CURVE TO THE RIGHT,
- 7) ALONG SAID CURVE HAVING A RADIUS OF 87.00 FEET, FROM WHICH POINT THE CENTER OF SAID CURVE BEARS NORTH 79°55'25" EAST, THROUGH A CENTRAL ANGLE OF 15°12'13", AN ARC DISTANCE OF 23.09 FEET,
- 8) NORTH 05°07'38" EAST 401.25 FEET AND
- 9) NORTH 47°33'49" EAST 33.74 FEET TO A POINT ON THE SOUTHERN LINE OF THAT PARCEL DESCRIBED IN THAT IRREVOCABLE OFFER OF DEDICATION FOR RIGHT-OF-WAY PURPOSES RECORDED MARCH 27, 2019 AS DOCUMENT NUMBER 2019-030246, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY;

THENCE ALONG SAID SOUTHERN LINE, NORTH 90°00'00" EAST 1053.27 FEET;

THENCE, SOUTH 45°00'00" EAST 35.36 FEET TO THE EAST LINE OF SAID PARCEL 3;

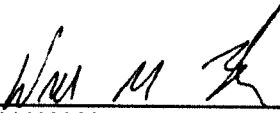
THENCE ALONG SAID EAST LINE, SOUTH 00°00'00" EAST 545.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 15.473 ACRES, MORE OR LESS.

A PLAT OF THE ABOVE DESCRIBED PARCEL IS ATTACHED HERETO AS **EXHIBIT "B"** AND BY THIS REFERENCE MADE A PART HEREOF.

END DESCRIPTION

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYOR'S ACT.

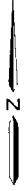


WILLIAM M. KOCH
PROFESSIONAL LAND SURVEYOR
CALIFORNIA NO. 8092

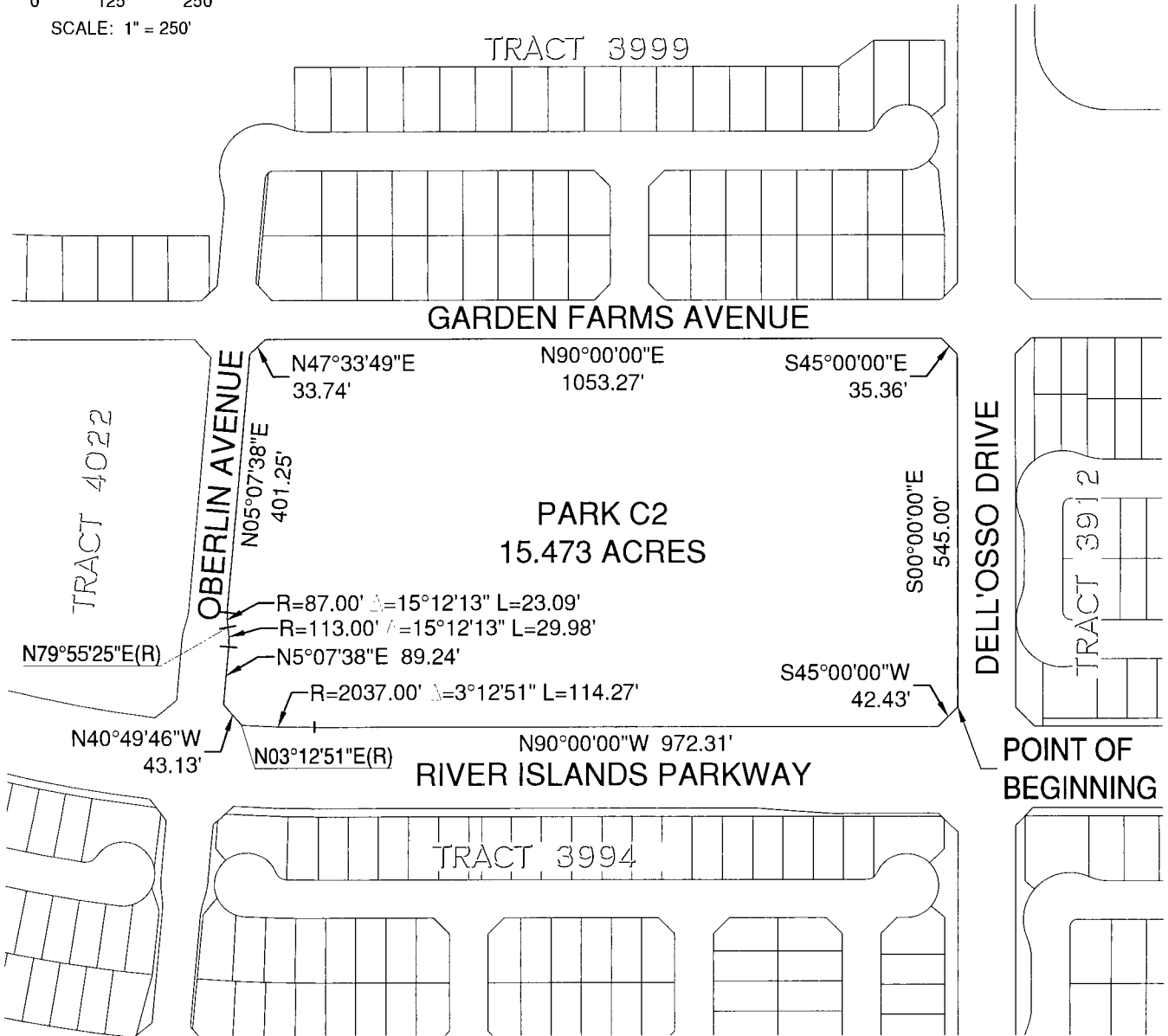


4/4/2022
DATE

EXHIBIT "B"



0 125 250
SCALE: 1" = 250'



T:\25502-River Islands\DWG\PLATS\Stage 2A Park C2\PARK C2.dwg bkoch 08:54:14 03/14/2022



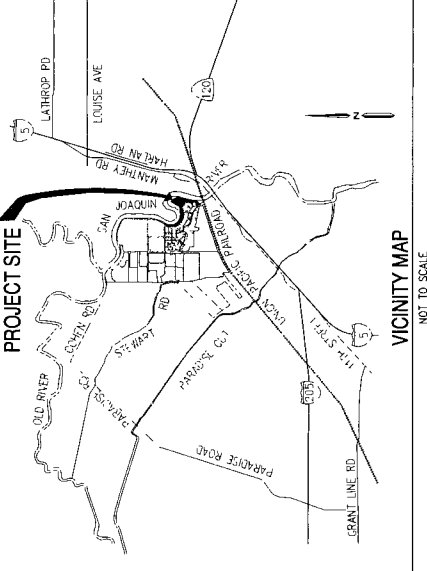
1165 Scenic Drive, Suite A
Modesto, CA 95350
odellengineering.com

DESCRIPTION: PARK C2 DEDICATION			
SCALE:	NONE	DATE:	MARCH 14, 2022
JOB NO.:	25502		
FILE:	PARK C2.DWG		

3
of
3

TRACT 3794
RIVER ISLANDS - PHASE 1A
VILLAGES C6 & C7

A PORTION OF RANCHO EL PESQUERO, BEING A PORTION OF TOWNSHIPS 1 AND 2 SOUTH, RANGE 6 EAST, M.D.M., BEING A SUBDIVISION OF THE REMAINDER PARCEL OF TRACT 3859 (42 MAP 46) CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA APRIL 2021



OWNERS STATEMENT

THE UNDERSIGNED DOES HEREBY STATE THAT THEY ARE THE OWNERS OF ALL THE LAND DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINE OF THE HEREIN EMBODIED FINAL MAP ENTITLED, 'TRACT 3794, RIVER ISLANDS, PHASE 1A, VILLAGES C6 AND C7', CITY OF LATHROP, CALIFORNIA, CONSISTING OF SIXTEEN (16) SHEETS, AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

- THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES TO THE CITY OF LATHROP FOR PUBLIC RIGHT-OF-WAY PURPOSES, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS RIVER BEND DRIVE AND BACK BAY DRIVE, AS SHOWN ON THIS FINAL MAP.
TO THE CITY OF LATHROP A NON-EXCLUSIVE EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN, POLES, WIRES, CABLES, PIPES, AND CONDUITS AND THEIR APPURTENANCES UPON, OVER AND UNDER THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS 'P.U.E.' (PUBLIC UTILITY EASEMENT)
TO THE CITY OF LATHROP A NON-EXCLUSIVE EASEMENT FOR THE RIGHT OF PUBLIC INGRESS AND EGRESS UPON, OVER AND UNDER THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS 'P.A.E.' (PUBLIC ACCESS EASEMENT).
TO THE CITY OF LATHROP A NON-EXCLUSIVE EASEMENT FOR SIGN PURPOSES, THOSE PORTIONS OF LANDS DESIGNATED ON SAID MAP AS 'LX15' SIGN EASEMENT

THE UNDERSIGNED DOES HEREBY RESERVE PARCELS A THROUGH G, AND I THROUGH L, FOR PARK PURPOSES FOR THE BENEFIT OF THE PUBLIC SAID PARCELS ARE NOT DEDICATED HEREON, BUT WILL BE CONVEYED TO RIVER ISLANDS PUBLIC FINANCING AUTHORITY BY SEPARATE DOCUMENT SUBSEQUENT TO THE FILING OF THIS FINAL MAP
TO ENSURE MUNICIPAL WATER SERVICES TO ALL LOTS SHOWN UPON THIS MAP, ALL GROUND WATER RIGHTS THAT THE UNDERSIGNED MAY HAVE WITHIN THE DISTINCTIVE BORDER UPON THIS MAP, HEREBY ARE DEDICATED TO THE CITY OF LATHROP.

THE UNDERSIGNED DOES HEREBY RESERVE PARCELS H FOR RIGHT OF WAY PURPOSES (FUTURE GOLDEN VALLEY PARKWAY) SAID PARCEL IS NOT DEDICATED HEREON, BUT WILL BE CONVEYED TO THE CITY OF LATHROP BY SEPARATE DOCUMENT SUBSEQUENT TO THE FILING OF THIS FINAL MAP
THE UNDERSIGNED DOES HEREBY RESERVE PARCELS I THROUGH 6 FOR FUTURE DEVELOPMENT.
OWNER: RIVER ISLANDS CUSTOM HOMESITES, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY NAME SUSAN E. DELL'OSSO DATE
ITS: PRESIDENT

TRUSTEES STATEMENT

OLD PUBLIC TITLE COMPANY, AS TRUSTEE, UNDER THE DEED OF TRUST RECORDED DECEMBER 22, 2016, AS DOCUMENT NUMBER 2016-160886, AND AS AMENDED IN DOCUMENT RECORDED DECEMBER 26, 2017 AS DOCUMENT NUMBER 2017-150771 AND FURTHER AMENDED IN DOCUMENT RECORDED APRIL 15, 2020 AS DOCUMENT NUMBER 2020-049005, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY

DATED THIS DAY OF 2022

BY NAME ITS

SECRETARY OF THE PLANNING COMMISSIONS STATEMENT

THIS MAP CONFORMS TO BESTING TENTATIVE MAP NO. 3884 APPROVED BY THE PLANNING COMMISSION ON MAY 19, 2015

DATED THIS DAY OF 2022

MARK WEISSER, COMMUNITY DEVELOPMENT DIRECTOR CITY OF LATHROP

ACKNOWLEDGEMENT CERTIFICATE (OWNERS)

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA COUNTY OF SAN JOAQUIN

ON 2022 BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED WHO PROVIDED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIE(S), AND THAT BY HIS/HER/HEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT WITNESS MY HAND

SIGNATURE NAME (PRINT) PRINCIPAL COUNTY OF BUSINESS MY COMMISSION NUMBER MY COMMISSION EXPIRES

ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE)

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

STATE OF CALIFORNIA COUNTY OF SAN JOAQUIN

ON 2022 BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED WHO PROVIDED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIE(S), 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 3794, RIVER ISLANDS, PHASE 1A, VILLAGES C6 AND C7', CITY OF LATHROP, CALIFORNIA, CONSISTING OF SIXTEEN (16) SHEETS, THIS STATEMENT WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, 2022, AND THAT SAID CITY COUNCIL DID THEREUPON BY RESOLUTION NO. 2022-001, ONLY PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP, AND AUTHORIZED ITS RECORDATION, AND ACCEPTED ON BEHALF OF THE CITY OF LATHROP, FOR PUBLIC USE, THE DEDICATION OF ALL PUBLIC UTILITY EASEMENTS, SIGN EASEMENTS, PUBLIC ACCESS EASEMENTS, THE DEDICATION OF GROUND WATER RIGHTS, AND ACCEPTED THE OFFER OF DEDICATION OF GROUND WATER RIGHTS AND BACK BAY DRIVE JOHNSON SAID MAP SUBJECT TO THE APPROVEMENTS BEING COMPLETED IN ACCORDANCE WITH CHAPTER 16, TITLE 16.18 OF THE CITY OF LATHROP MUNICIPAL CODE

ALSO, PURSUANT TO SECTION 66434(G) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE CITY OF LATHROP DOES HEREBY ABANDON THE 60 FOOT WIDE EASEMENT FOR ROADWAY PURPOSES, ALSO KNOWN AS STEWART ROAD, RECORDED JUNE 11, 1925, IN VOLUME 198, PAGE 212, SAN JOAQUIN COUNTY, CALIFORNIA, AS SHOWN ON SHEETS 3 AND 5 HEREIN.

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

RECORDER'S STATEMENT

FILED THIS DAY OF 2022, AT IN BOOK OF MAPS AND PLATS, AT PAGE, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY. FEE \$

STEVE J. BISTOLARIDES, ASSESSOR-RECORDER-COUNTY CLERK SAN JOAQUIN COUNTY, CALIFORNIA DEPUTY RECORDER

CITY ENGINEER'S STATEMENT

I, GLENN GEBHARDT, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF TRACT 3794, RIVER ISLANDS, PHASE 1A, VILLAGES C6 AND C7, CITY OF LATHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE VESTING TENTATIVE MAP NO. 3694, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLETES ALL THE REQUIREMENTS OF THE VESTING TENTATIVE MAP AND ANY AMENDMENTS THEREOF, APPLICABLE AT THE TIME OF APPROVAL OF THE VESTING TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2022.



GLENN GEBHARDT, R.C.E. 34681
CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA

CITY SURVEYOR'S STATEMENT

I, DARRYL A. ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF TRACT 3794, RIVER ISLANDS, PHASE 1A, VILLAGES C6 AND C7, CITY OF LATHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN HEREON COMPLES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2022.



DARRYL A. ALEXANDER, P.L.S. 5074
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 1, 2016. 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, 2021, AND THAT THE MONUMENTS ARE, OR THAT THEY WILL BE, SUFFICIENTLY EVIDENT TO THIS SURVEY TO BE REPRODUCED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONFORMALLY APPROVED TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2022.



DYLAN CRAWFORD, P.L.S. NO. 7788

RECITALS

- RIGHT TO FARM STATEMENT
PER CITY OF LATHROP MUNICIPAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15.4804, THE CITY OF LATHROP PERMITS CITY OF LATHROP TO CONDUCT 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 PESTICIDES AND FROM OTHER AGRICULTURAL ACTIVITIES INCLUDING WITHOUT LIMITATION, CULTIVATION, PLOWING, SPRAYING, IRRIGATION, FERTILIZING, BURNING OF AGRICULTURAL WASTE PRODUCTS, PRODUCTION OF CROPS AND LIVESTOCK, AND HARVESTING AND PROCESSING OF CROPS AND LIVESTOCK. YOU ARE ALSO ADVISED THAT THIS PROPERTY MAY BE LOCATED ADJACENT TO AGRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION. CONSEQUENTLY, DEPENDING ON THE LOCATION OF YOUR PROPERTY, IT MAY BE NECESSARY THAT YOU BE PREPARED TO ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL AND NECESSARY ASPECT OF LIVING IN AN AGRICULTURALLY ACTIVE REGION.
- A SOILS REPORT ENTITLED "GEO-TECHNICAL EXPLORATION, RIVER ISLANDS PHASE 1, LATHROP, CALIFORNIA", REFERENCED AS PROJECT NO. 5044.5.001.01 AND DATED JULY 29, 2025, HAS BEEN PREPARED FOR THIS PROJECT BY ENGED, INCORPORATED, JOSEF J. TOULLET, G.E. NO. 2677, AND IS ON FILE WITH THE CITY OF LATHROP.
- TRACT 3794, RIVER ISLANDS, PHASE 1A, VILLAGES C6 AND C7, CONTAINS 23 RESIDENTIAL LOTS AND 12 LETTERED PARCELS, CONTAINING 17,556 ACRES, MORE OR LESS, INCLUDING ROADWAYS THAT ARE BEING DEDICATED BY THIS FINAL MAP, AND PARCELS 1 THROUGH 6 CONTAINING 10,59 ACRES, MORE OR LESS, ALL AS SHOWN ON THIS FINAL MAP. (PLEASE REFER TO THE AREA SUMMARY TABLE BELOW)

TRACT 3794 AREA SUMMARY		
23 RESIDENTIAL LOTS	17,556 AC	
PARCELS 1 THROUGH 6 AND STREET DEDICATIONS	10,59 AC	
PARCELS 1 THROUGH 6, RESERVED FOR FUTURE DEVELOPMENT	28,15 AC	
TOTAL		56,301 AC

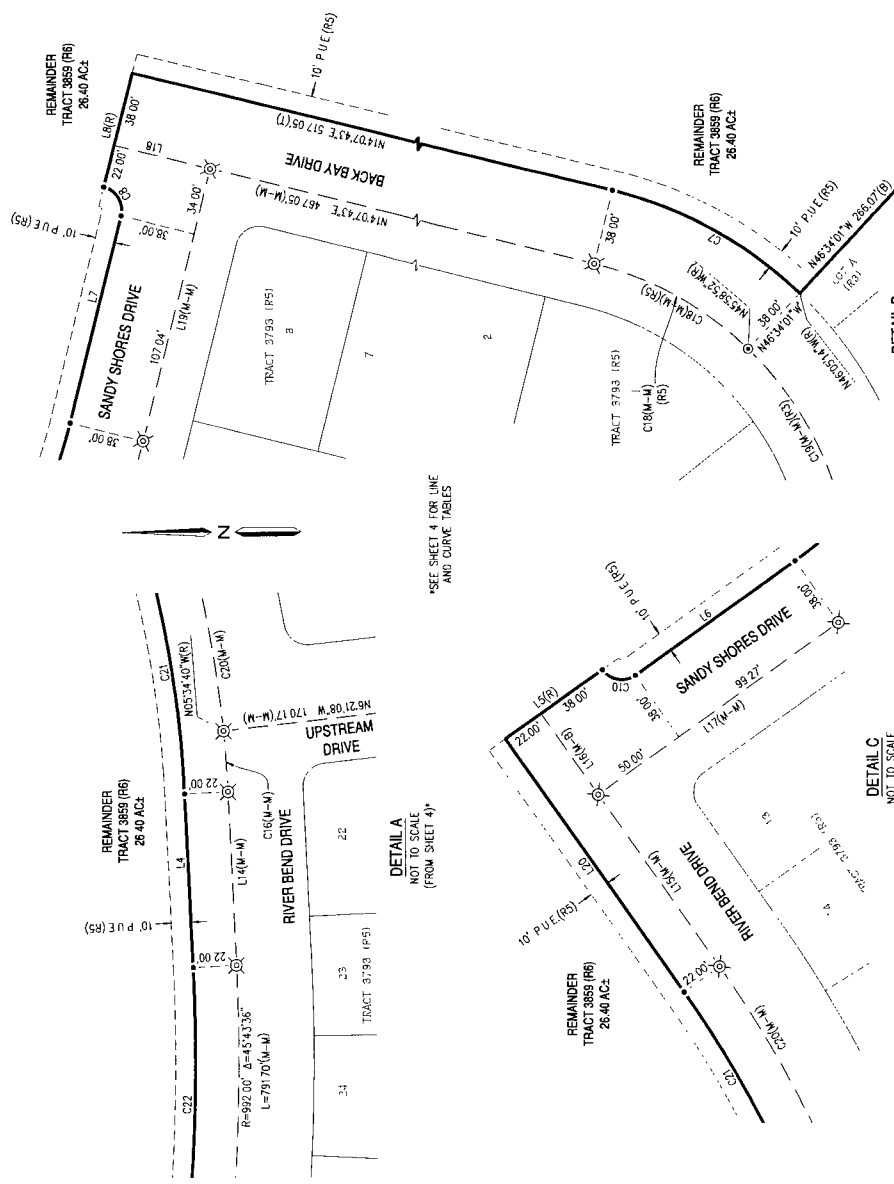
- BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT ORDER NUMBER 1214022367-LE (VERSION 6), DATED APRIL 1, 2022, PROVIDED BY OLD REPUBLIC TITLE COMPANY.
- PORTION OF STEWART ROAD WITHIN TRACT 3794 IS BEING ABANDONED BY THIS FINAL MAP. PLEASE REFER TO THE CITY CLERK'S STATEMENT ON SHEET 1.

SIGNATURE OMISSIONS

- PURSUANT TO SECTION 66436 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:
- RECLAIMED EASEMENT IN FAVOR OF SAN JOAQUIN COUNTY, PER VOLUME 198, PAGE 212, S.J.C.R.
 - RECLAIMED ISLANDS LAND COMPANY, RESERVATION FOR OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER 2001-046177, S.J.C.R.
 - INTAKE EASEMENT IN FAVOR OF RIVER ISLANDS PUBLIC FINANCING AUTHORITY PER DOCUMENT NUMBER 2014-093240, S.J.C.R.
 - LEVEE EASEMENTS IN FAVOR OF SACRAMENTO-SAN JOAQUIN DRAINAGE DISTRICT PER DOCUMENT NUMBERS 2015-111035, S.J.C.R. AND 2015-111036, S.J.C.R. AND 2015-111037, S.J.C.R.
 - PUBLIC UTILITY EASEMENT PER TRACT 3792, FILED FEBRUARY 6, 2015, IN BOOK 42 OF MAPS AND PLATS, AT PAGE 28, S.J.C.R.
 - PUBLIC UTILITY EASEMENT PER TRACT 3793, FILED MARCH 26, 2015, IN BOOK 42 OF MAPS AND PLATS, AT PAGE 33, S.J.C.R.
 - LEVEE EASEMENT IN FAVOR OF ISLAND RECLAMATION DISTRICT 2082 PER DOCUMENT NUMBER 2016-044287, S.J.C.R.

**TRACT 3794
RIVER ISLANDS - PHASE 1A
VILLAGES C6 & C7**

A PORTION OF RANCHO EL PESQUERO, BEING A PORTION OF TOWNSHIPS 1 AND 2 SOUTH, RANGE 6 EAST, M.D.M., BEING A SUBDIVISION OF THE REMAINDER PARCEL OF TRACT 3859 (42 MAP 46) CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
APRIL 2022



SEE SHEET A FOR LINE AND CURVE TABLES

DETAIL A
NOT TO SCALE
(FROM SHEET 4)

DETAIL C
NOT TO SCALE
(FROM SHEET 4)

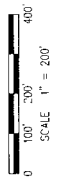
DETAIL B
NOT TO SCALE
(FROM SHEET 5)

TRACT 3794 RIVER ISLANDS - PHASE 1A VILLAGES C6 & C7

A PORTION OF RANCHO EL PESCADERO, BEING A PORTION OF TOWNSHIPS 1 AND 2 SOUTH, RANGE 6 EAST, M.D.M., BEING A SUBDIVISION OF THE REMAINDER PARCEL OF TRACT 3859 (42 MAP 46) CITY OF LAHORE, SACRAMENTO COUNTY, CALIFORNIA, APRIL, 2022.

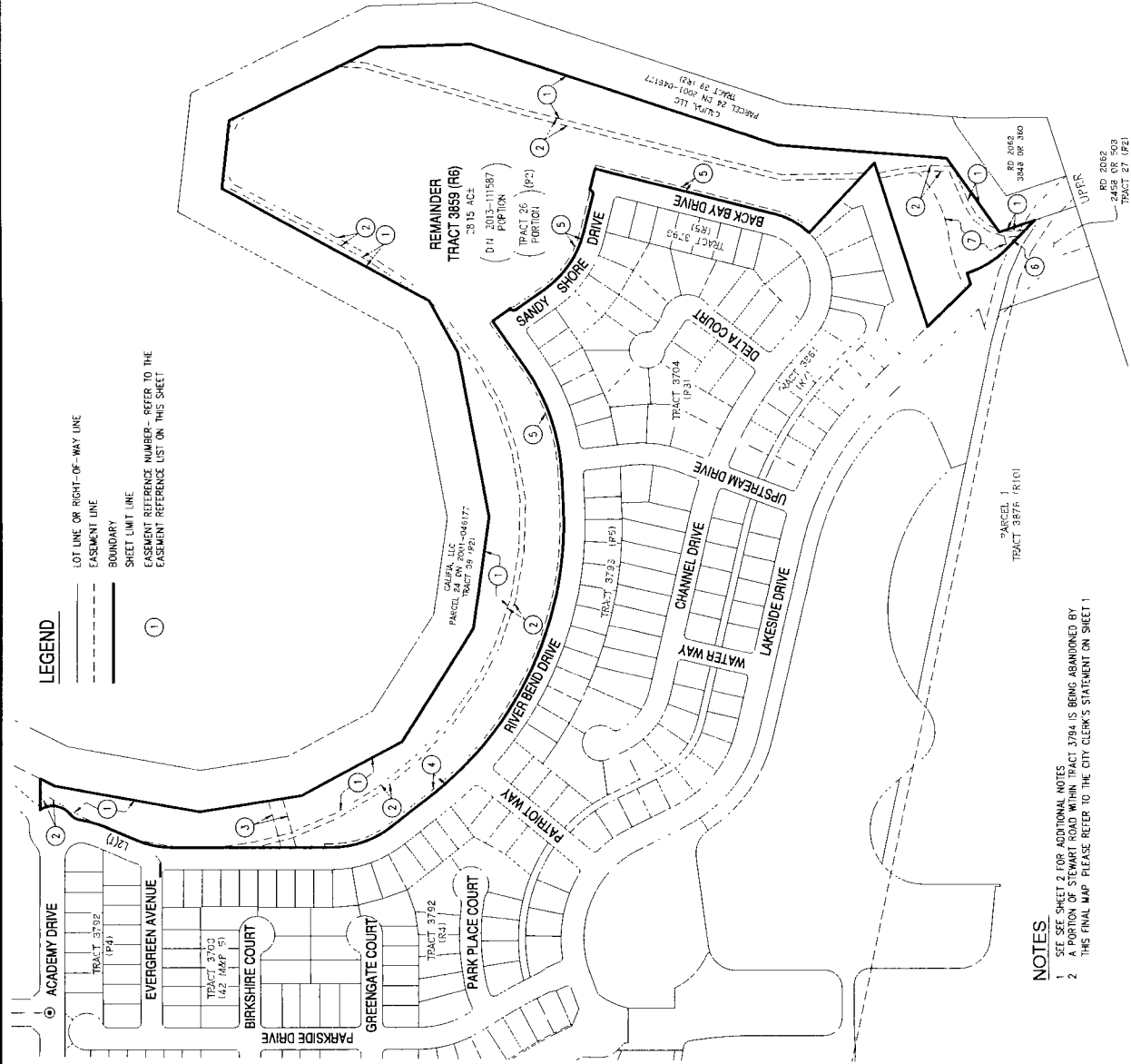


BOUNDARY SHEET INDEX



SHEET NUMBER	DESCRIPTION
1	CERTIFICATE SHEET
2	CERTIFICATES, NOTES AND DETAILS
3	BOUNDARY SHEET INDEX, EXISTING EASEMENTS AND REFERENCES
4	BOUNDARY SHEET/ COURSE TABLES (FOR SHEETS 2, 4 AND 5)
5	BOUNDARY SHEET AND BASIS OF BEARINGS
6	SHEET INDEX - TRACT 3794
7 THROUGH 13	TRACT 3794 LOTTING
14	COURSE TABLES FOR SHEETS 7 THROUGH 16 AND DETAILS
15 AND 16	DETAILS

- LEGEND**
- LOT LINE OR RIGHT-OF-WAY LINE
 - - - EASEMENT LINE
 - BOUNDARY
 - SHEET LIMIT LINE
 - ① EASEMENT REFERENCE NUMBER- REFER TO THE EASEMENT REFERENCE LIST ON THIS SHEET



REFERENCES

- (R1) GRANT DEED RECORDED AUGUST 30, 2013, AS DOCUMENT NUMBER 2013-111587, S.J.C.R. RECORD OF SURVEY FILED AUGUST 4, 2004, IN BOOK 35 OF SURVEYS, PAGE 142, AS CORRECTED BY CERTIFICATE OF CORRECTION RECORDED JULY 15, 2005 AS DOCUMENT NUMBER 2005-171264, S.J.C.R. (35 SURVEYS 142)
- (R3) TRACT 3704, FILED DECEMBER 20, 2013, IN BOOK 42 OF MAPS AND PLATS, PAGE 4, S.J.C.R. (42 MAP 4)
- (R4) TRACT 3792, FILED FEBRUARY 6, 2015, IN BOOK 42 OF MAPS AND PLATS, PAGE 28, S.J.C.R. (42 MAP 28)
- (R5) TRACT 3793, FILED MARCH 26, 2015, IN BOOK 42 OF MAPS AND PLATS, PAGE 33, S.J.C.R. (42 MAP 33)
- (R6) TRACT 3859, FILED OCTOBER 9, 2015, IN BOOK 42 OF MAPS AND PLATS, PAGE 46, S.J.C.R. (42 MAP 46)
- (R7) TRACT 3861, FILED APRIL 10, 2015, IN BOOK 42 OF MAPS AND PLATS, PAGE 34, S.J.C.R. (42 MAP 34)
- (R8) UNDEVELOPED EASEMENT, RECORDED EASEMENT UNIT NO. 1, PESCADERO COAST BEACH RECLAMATION DISTRICT NO. 2082 SURVEYED APRIL AND MAY 1993 BY OHM AND RAMB, DATED NOVEMBER 7, 1979, FILED IN THE OFFICE OF THE SAN JOAQUIN COUNTY SURVEYOR
- (R9) TRACT 3840, FILED APRIL 1, 2016, IN BOOK 42 OF MAPS AND PLATS, PAGE 57, AS CORRECTED BY CERTIFICATE OF CORRECTION RECORDED AUGUST 31, 2016, AS D.N. 2016-102980, S.J.C.R. (42 MAP 57)
- (R10) TRACT 3876, FILED MARCH 31, 2016, IN BOOK 42 OF MAPS AND PLATS, PAGE 56, S.J.C.R. (42 MAP 56)
- (R11) LEVEE EASEMENT IN FAVOR OF SACRAMENTO-SAN JOAQUIN DRAINAGE DISTRICT, RECORDED SEPTEMBER 14, 2015, AS D.N. 2015-111335, S.J.C.R.

EASEMENTS

- ① EASEMENT (UNIT A) IN FAVOR OF SACRAMENTO, SAN JOAQUIN DRAINAGE DISTRICT PER DOCUMENT NUMBER 2015-111335, S.J.C.R.
- ② LEVEE EASEMENT (UNIT B) IN FAVOR OF SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT PER DOCUMENT NUMBER 2015-111335, S.J.C.R.
- ③ INTAKE EASEMENT IN FAVOR OF RIVER ISLANDS PUBLIC FINANCING AUTHORITY PER DOCUMENT NUMBER 2014-083240, S.J.C.R.
- ④ PUBLIC UTILITY EASEMENT PER TRACT 3792 (42 MAP 28), S.J.C.R.
- ⑤ PUBLIC UTILITY EASEMENT PER TRACT 3793 (42 MAP 33), S.J.C.R.
- ⑥ ROADWAY EASEMENT (STEWART ROAD) IN FAVOR OF SAN JOAQUIN COUNTY PER VOLUME 199, PAGE 212, S.J.C.R. (SEE NOTE 2)
- ⑦ LEVEE EASEMENT IN FAVOR OF ISLAND RECLAMATION DISTRICT 2082 PER DOCUMENT NUMBER 2016-044287, S.J.C.R.

NOTES

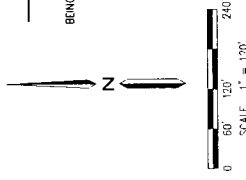
- 1. SEE SHEET 2 FOR ADDITIONAL NOTES
- 2. A PORTION OF STEWART ROAD WITHIN TRACT 3794 IS BEING ABANDONED BY THIS FINAL MAP. PLEASE REFER TO THE CITY CLERK'S STATEMENT ON SHEET 1.

TRACT 3794 RIVER ISLANDS - PHASE 1A VILLAGES C6 & C7

A PORTION OF RANCHO EL PESCADERO, BEING A PORTION OF TOWNSHIPS 1 AND 2 SOUTH, RANGE 6 EAST, M.D.W., BEING A SUBDIVISION OF THE REMAINDER PARCEL OF TRACT 3859 (42 MAP) APRIL 2022 CITY OF LAHARP, SAN JOAQUIN COUNTY, CALIFORNIA



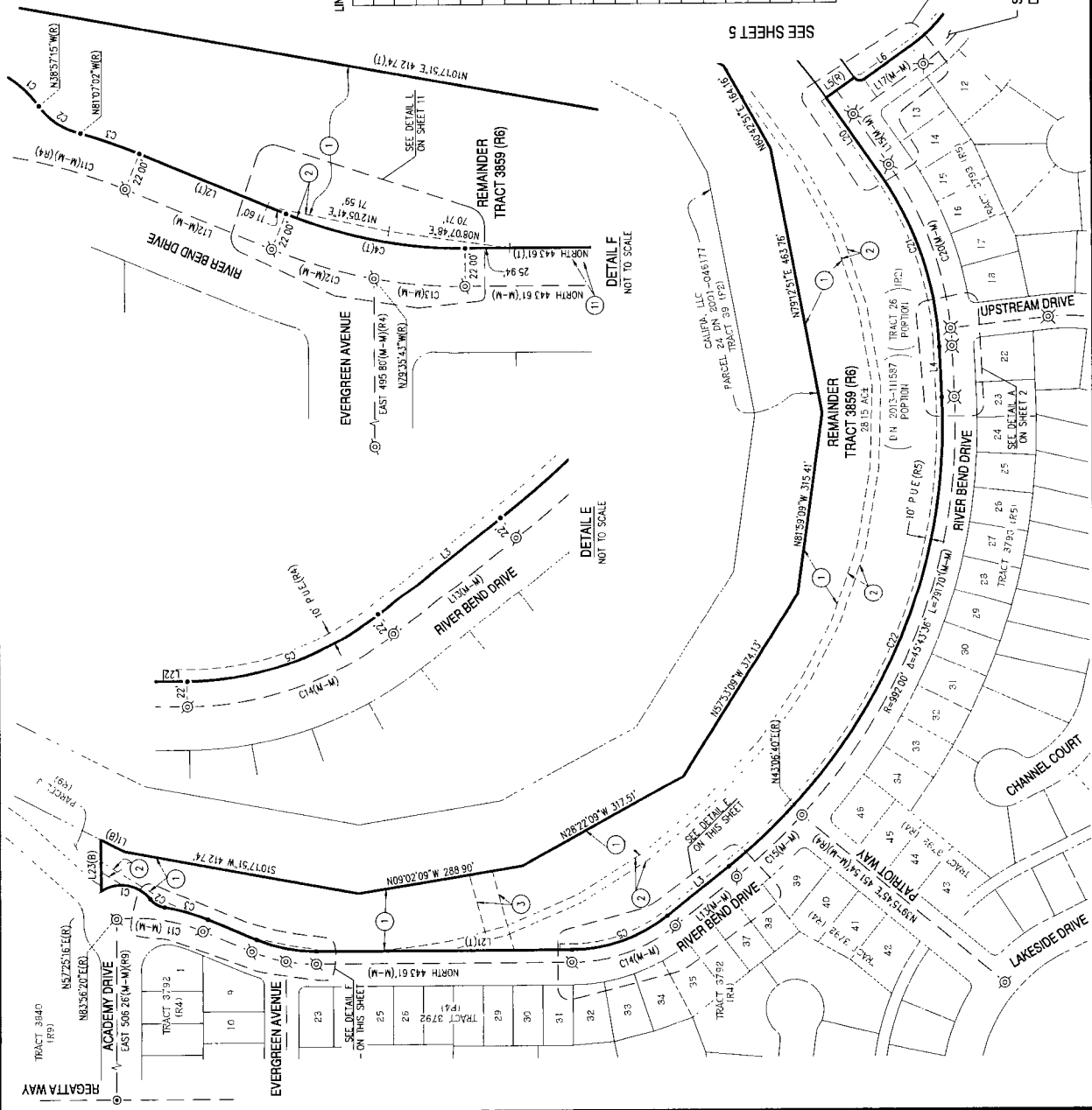
BOUNDARY SHEET



LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 2, 4 AND 5 ONLY

LINE TABLE		CURVE TABLE	
LINE	DIRECTION	RADIUS	DELTA
L1	N26°35'51"E	65.00	83°37'30"
L2	N22°30'13"E	40.00	42°09'48"
L3	N38°00'24"W	330.00	13°37'15"
L4	N87°23'04"E	270.00	22°30'13"
L5	N35°05'06"W	270.00	38°00'24"
L6	N35°05'06"W	270.00	27°41'12"
L7	N75°52'17"W	12.00	90°00'00"
L8	N75°52'17"W	12.00	90°00'00"
L9	N75°52'17"W	12.00	90°00'00"
L10	N45°16'58"W	12.00	90°00'00"
L11	N8°31'49"W	270.00	40°47'11"
L12	N22°30'13"E	300.00	28°33'52"
L13	N38°00'24"W	292.00	12°05'56"
L14	N87°23'04"E	292.00	10°24'17"
L15	N54°54'54"E	992.00	8°52'56"
L16	N54°54'54"E	592.00	2°57'44"
L17	N35°05'06"W	308.00	40°47'11"
L18	N4°07'43"E	172.00	29°53'25"
L19	N75°52'17"W	172.00	90°41'21"
L20	N54°54'54"E	570.00	32°28'10"
L21	N54°54'54"E	872.00	54°38'32"
L22	N22°30'13"E	872.00	25°51'58"

- NOTES**
- SEE SHEET 2 FOR ADDITIONAL NOTES
 - SEE SHEET 3 FOR EXISTING EASEMENTS, REFERENCES, AND SHEET INDEX
 - SEE THIS SHEET FOR THE LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 4 AND 5 ONLY
 - SEE SHEET 5 FOR LEGEND AND BASIS OF BEARINGS



TRACT 3794

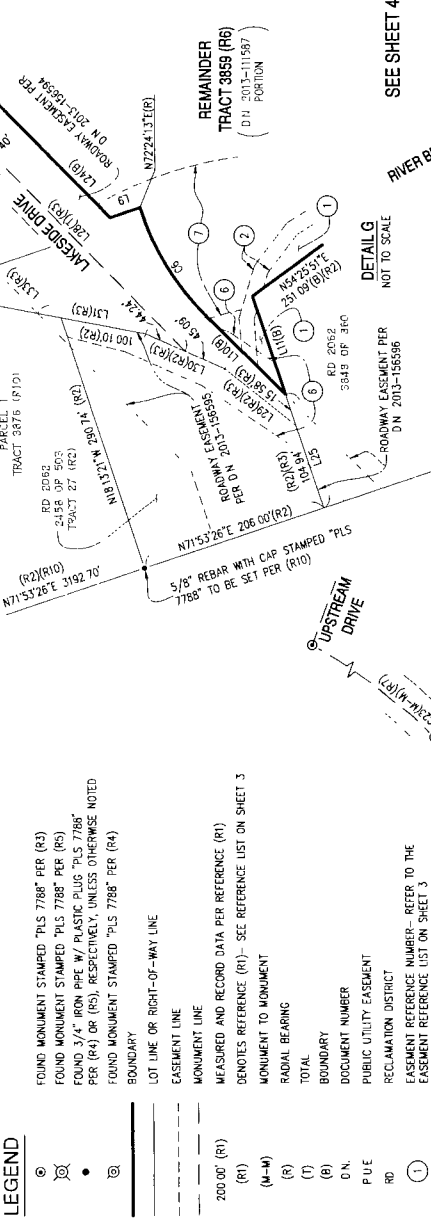
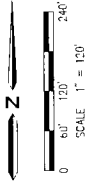
RIVER ISLANDS - PHASE 1A

VILLAGES C6 & C7

A PORTION OF RANCHO EL PESCADERO, BEING A PORTION OF TOWNSHIPS 1 AND 2 SOUTH, RANGE 6 EAST, M.D.M., BEING A SUBDIVISION OF THE REMAINDER PARCEL OF TRACT 3859 (42 MAP 46) CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
APRIL 2022



BOUNDARY SHEET



LEGEND

- FOUND MONUMENT STAMPED "PLS 7788" PER (R4)
- ⊗ FOUND MONUMENT STAMPED "PLS 7788" PER (R6)
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUS "PLS 7788" PER (R4) OR (R6), RESPECTIVELY, UNLESS OTHERWISE NOTED
- ⊙ FOUND MONUMENT STAMPED "PLS 7788" PER (R4)
- BOUNDARY
- LOT LINE OR RIGHT-OF-WAY LINE
- EASEMENT LINE
- MONUMENT LINE
- MEASURED AND RECORD DATA PER REFERENCE (R1)
- 200.00' (R1)
- (R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 3
- (M-W) MONUMENT TO MONUMENT
- (R) RADIAL BEARING
- (T) TOTAL
- (B) BOUNDARY
- (D.N.) DOCUMENT NUMBER
- P.U.E. PUBLIC UTILITY EASEMENT
- R.D. RECLAMATION DISTRICT
- EASEMENT REFERENCE NUMBER - REFER TO THE EASEMENT REFERENCE LIST ON SHEET 3
- ① SEE DETAIL G ON THIS SHEET

SEE SHEET 4

DETAIL G
NOT TO SCALE

R.D. 2062
3846 OF 380
ROADWAY EASEMENT PER
D.N. 2013-156596

5/8" REBAR WITH CAP STAMPED "PLS 7788" TO BE SET PER (R10)

(R2)(R10)
N71°53'26"E 3192.70'

N72°24'13"E (R6)

N71°58'13"E 476.10'

N72°24'13"E (R6)

N74°25'51"E 239.09'

N63°37'09"W 188.07'

N0°47'09"W 259.35'

N72°24'13"E (R6)

N71°53'26"E 3192.70'(R2)(R10)

SEE DETAIL C ON SHEET 2

SEE DETAIL B ON SHEET 2

SEE DETAIL A ON SHEET 2

SEE DETAIL D ON SHEET 2

SEE DETAIL E ON SHEET 2

SEE DETAIL F ON SHEET 2

SEE DETAIL H ON SHEET 2

SEE DETAIL I ON SHEET 2

SEE DETAIL J ON SHEET 2

SEE DETAIL K ON SHEET 2

SEE DETAIL L ON SHEET 2

SEE DETAIL M ON SHEET 2

SEE DETAIL N ON SHEET 2

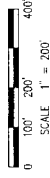
NOTES

1. SEE SHEET 2 FOR ADDITIONAL NOTES
2. SEE SHEET 3 FOR EXISTING EASEMENTS, REFERENCES, AND SHEET INDEX
3. SEE SHEET 4 FOR THE LINE AND CURVE TABLES FOR COURSES SHOWN ON THIS SHEET
4. SEE THIS SHEET FOR LEGEND AND BASIS OF BEARINGS

BASIS OF BEARINGS (SEE SHEET 4)
THE BEARING OF EAST BETWEEN ROUND MONUMENTS ALONG THE MONUMENT LINE OF ACADEMY DRIVE AS SHOWN ON TRACT 3792, FILED FEBRUARY 6, 2015, IN BOOK 42 OF MAPS AND PLATS, AT PAGE 28, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP (ZONE 3, NAD83). ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES

TRACT 3794 RIVER ISLANDS - PHASE 1A VILLAGES C6 & C7

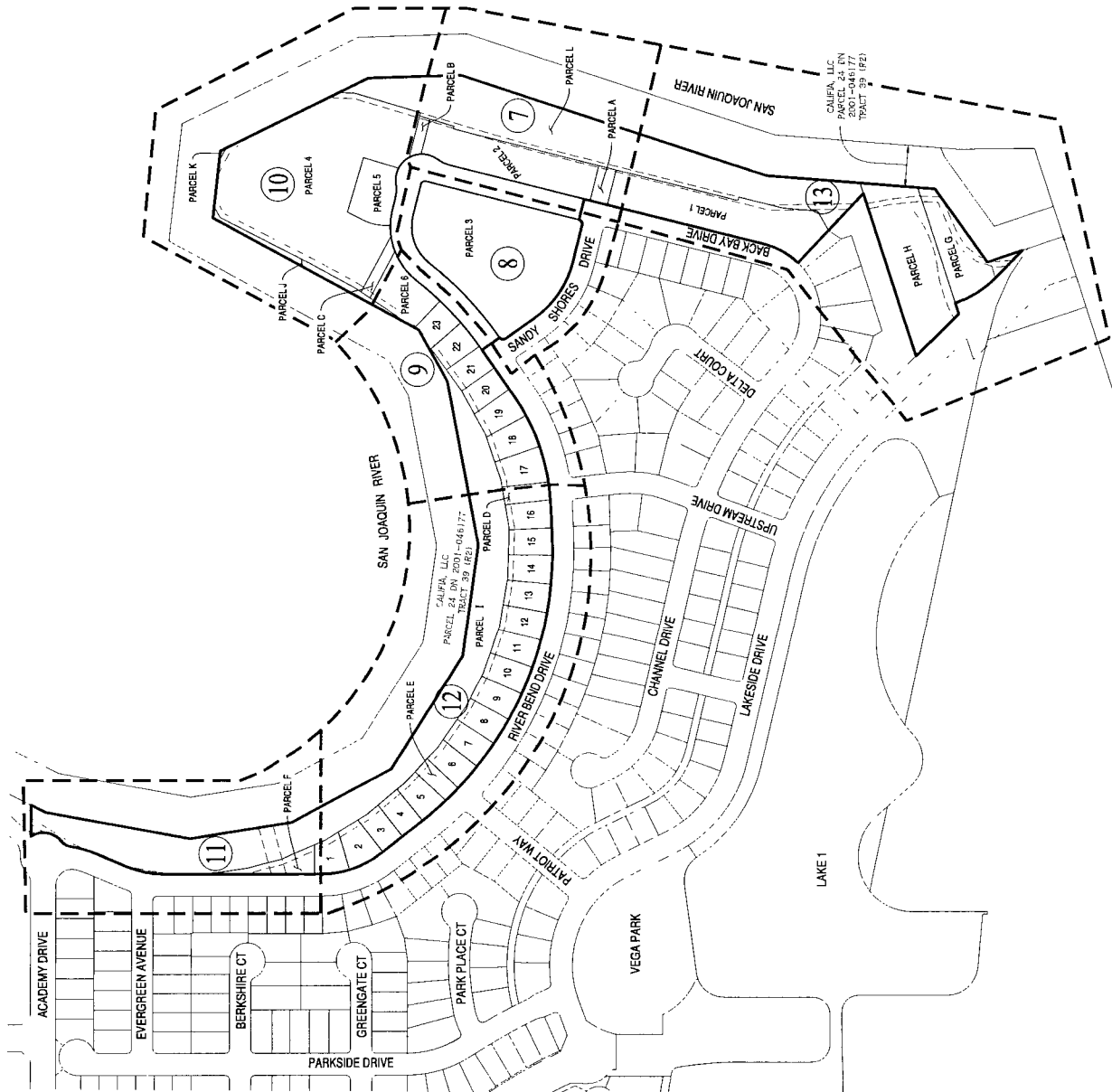
A PORTION OF RANCHO EL PESCADERO, BEING A PORTION OF TOWNSHIPS 1 AND 2 SOUTH, RANGE 6 EAST, M D M., BEING A SUBDIVISION OF THE REMAINDER PARCEL OF TRACT 3859 (47 MAP 46) CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
APRIL 2022



SHEET INDEX

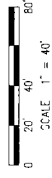
LEGEND

- LOT LINE
- RIGHT-OF-WAY LINE
- EASEMENT LINE
- BOUNDARY
- SHEET LIMIT LINE
- LOT NUMBER
- SHEET NUMBER
- RESTRICTED ACCESS



TRACT 3794 RIVER ISLANDS - PHASE 1A VILLAGE C6 & C7

A PORTION OF RANCHO EL PESADERO, BEING A PORTION OF TOWNSHIPS 1 AND 2 SOUTH, RANGE 6 EAST, M.D.M., BEING A SUBDIVISION OF THE REMAINDER PARCEL OF TRACT 3859 (42 MAP 46) CITY OF LAHROP, SAN JOAQUIN COUNTY, CALIFORNIA
APRIL 2022



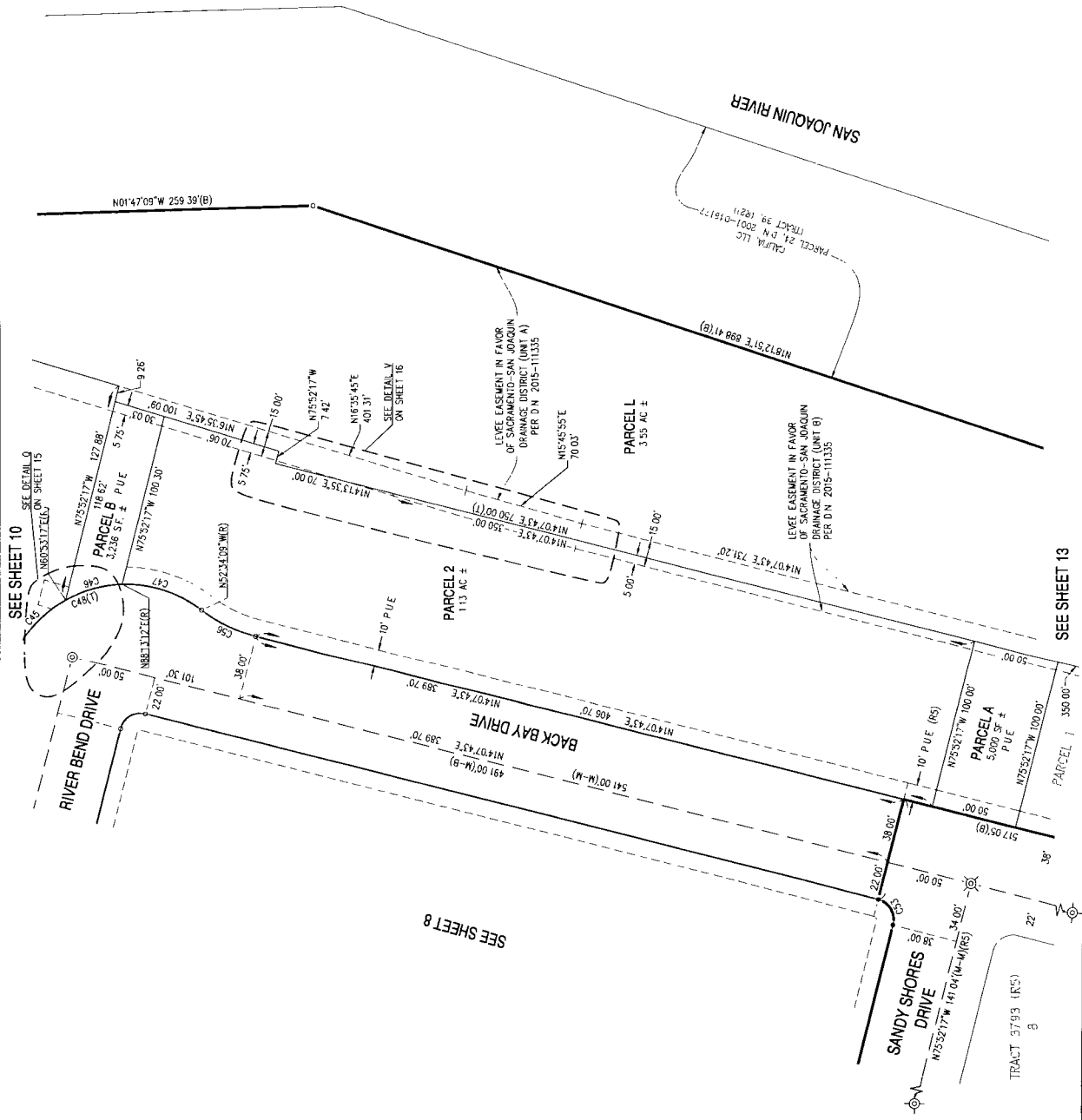
NOTES

- 1 1 1/2" BRASS DISK STAMPED "PLS 7788" TO BE SET ON CONCRETE SIDEWALK 1.00' INTO THE RIGHT-OF-WAY, ALONG PROLONGATION OF SIDE LOT LINES, OR AS NOTED
- 2 5/8" REBAR WITH CAP "PLS 7788" TO BE SET AT ALL REAR LOT CORNERS, UNLESS OTHERWISE NOTED
- 3 SEE SHEET 1 FOR MONUMENT TYPES, REFERENCES, AND SHEET INDEX.
- 4 SEE SHEET 2 FOR MONUMENT TYPES, REFERENCES, AND SHEET INDEX.
- 5 SEE SHEET 5 FOR BASIS OF BEARINGS
- 6 SEE SHEET 14 FOR LINE, CURVE, AND RADIAL LINE TABLES FOR COURSES SHOWN ON SHEETS 7 THROUGH 16 ONLY

LEGEND

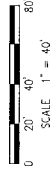
- ⊙ SET STANDARD CITY OF LAHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ⊗ FOUND MONUMENT STAMPED "PLS 7788" PER (RS)
- ⊗ FOUND MONUMENT STAMPED "PLS 7788" PER (RA)
- ⊗ FOUND MONUMENT STAMPED "PLS 7788" PER (RS)
- 3/4" IRON PIPE W/ PLASTIC PLUS "PLS 7788" TO BE SET PER (RA)
- AND (RS), RESPECTIVELY, UNLESS OTHERWISE NOTED
- 200.00' (RT) DENOTES MEASURED AND RECORD DATA PER REFERENCE (RT)
- (RT) DENOTES REFERENCE (RT)- SEE REFERENCE LIST ON SHEET 3
- L1, C1, R1 DENOTES COURSE NUMBER FOR LINE, CURVE AND RADIAL LINE (RESPECTIVELY)- REFER TO THE TABLES ON SHEET 14
- (B) BOUNDARY
- (M-W) MONUMENT TO MONUMENT
- (M-B) MONUMENT TO BOUNDARY
- (R) RADIAL BEARING
- (T) TOTAL
- D.N. DOCUMENT NUMBER
- P.U.E. PUBLIC UTILITY EASEMENT
- P.A.E. PUBLIC ACCESS EASEMENT
- S.F. SQUARE FEET
- ① EASEMENT REFERENCE NUMBER- REFER TO THE EASEMENT REFERENCE LIST ON SHEET 3

- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY LINE
- EASEMENT LINE
- MONUMENT LINE
- CENTERLINE
- RESTRICTED ACCESS



TRACT 3794 RIVER ISLANDS - PHASE 1A VILLAGE C6 & C7

A PORTION OF RANCHO E. BESCADERO, BEING A PORTION OF TOWNSHIPS 1 AND 2 SOUTH, RANGE 6 EAST, M.D.M. BEING A SUBDIVISION OF THE REMAINDER PARCEL OF TRACT 3859 (42 MAP 46) CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
APRIL 2022



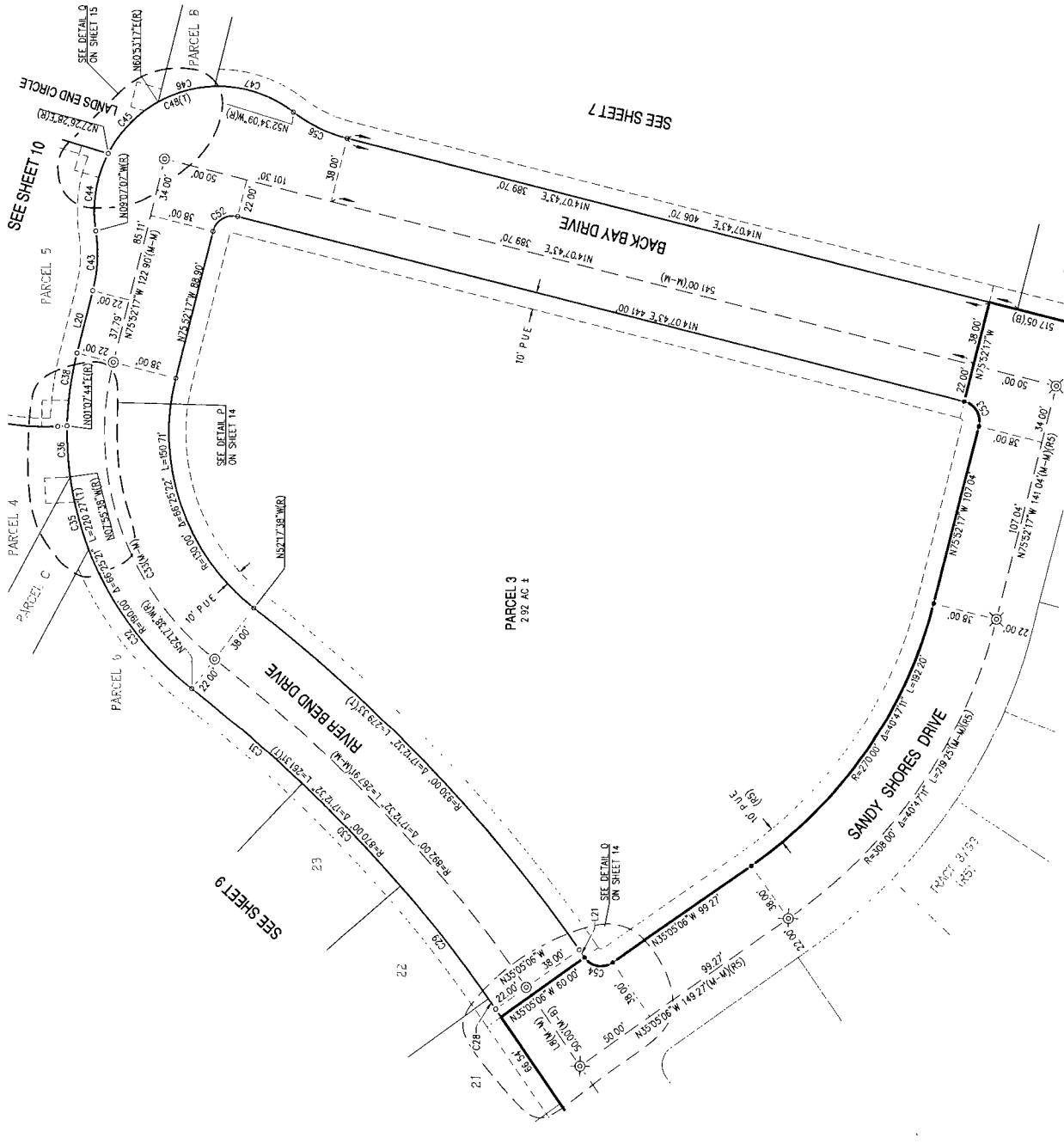
NOTES

1. 1/2" BRASS DISK STAMPED "PLS 7788" TO BE SET ON CONCRETE SPREAD 12" TO 18" HIGH-OF-WAY, ALONG PROLONGATION OF SPOKE LINE ON 10' P.U.E.
2. 5/8" REBAR WITH CAP "PLS 7788" TO BE SET AT ALL REAR LOT CORNERS, UNLESS OTHERWISE NOTED.
3. SEE SHEET 2 FOR ADDITIONAL NOTES.
4. SEE SHEET 3 FOR EXISTING EASEMENTS, REFERENCES, AND SHEET INDEX.
5. SEE SHEET 5 FOR BASIS OF BEARINGS.
6. SEE SHEET 6 FOR LINE, CURVE, AND RADIAL LINE TABLES FOR COURSES SHOWN ON SHEETS 7 THROUGH 16 ONLY.

LEGEND

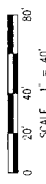
- SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ⊗ FOUND MONUMENT STAMPED "PLS 7788" PER (R5)
- ⊙ FOUND MONUMENT STAMPED "PLS 7788" PER (R4)
- ⊕ FOUND MONUMENT STAMPED "PLS 7788" PER (R3)
- 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" TO BE SET PER (R4) AND (R5), RESPECTIVELY, UNLESS OTHERWISE NOTED
- 200.00' (R1) DENOTES MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) DENOTES REFERENCE (R1)- SEE REFERENCE LIST ON SHEET 3
- L1, C1, R1 DENOTES COURSE NUMBER FOR LINE, CURVE, AND RADIAL LINE (RESPECTIVELY)- REFER TO THE TABLES ON SHEET 14
- (B) BOUNDARY
- (M-M) MONUMENT TO MONUMENT
- (M-B) MONUMENT TO BOUNDARY
- (R) RADIAL BEARING
- (T) TOTAL
- D.N. DOCUMENT NUMBER
- P.U.E. PUBLIC UTILITY EASEMENT
- P.A.E. PUBLIC ACCESS EASEMENT
- S.F. SQUARE FEET

- ① EASEMENT REFERENCE NUMBER- REFER TO THE EASEMENT REFERENCE LIST ON SHEET 3
- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY LINE
- EASEMENT LINE
- MONUMENT LINE
- CENTERLINE
- RESTRICTED ACCESS



TRACT 3794 RIVER ISLANDS - PHASE 1A VILLAGE C6 & C7

A PORTION OF RANCHO EL PESCADERO, BEING A PORTION OF TOWNSHIPS 1 AND 2 SOUTH, RANGE 6 EAST, WD M, BEING A SUBDIVISION OF THE REMAINDER PARCEL OF TRACT 3859 (42 MAP 46) CITY OF LAHOP, SAN JOAQUIN COUNTY, CALIFORNIA
APRIL 2022



NOTES

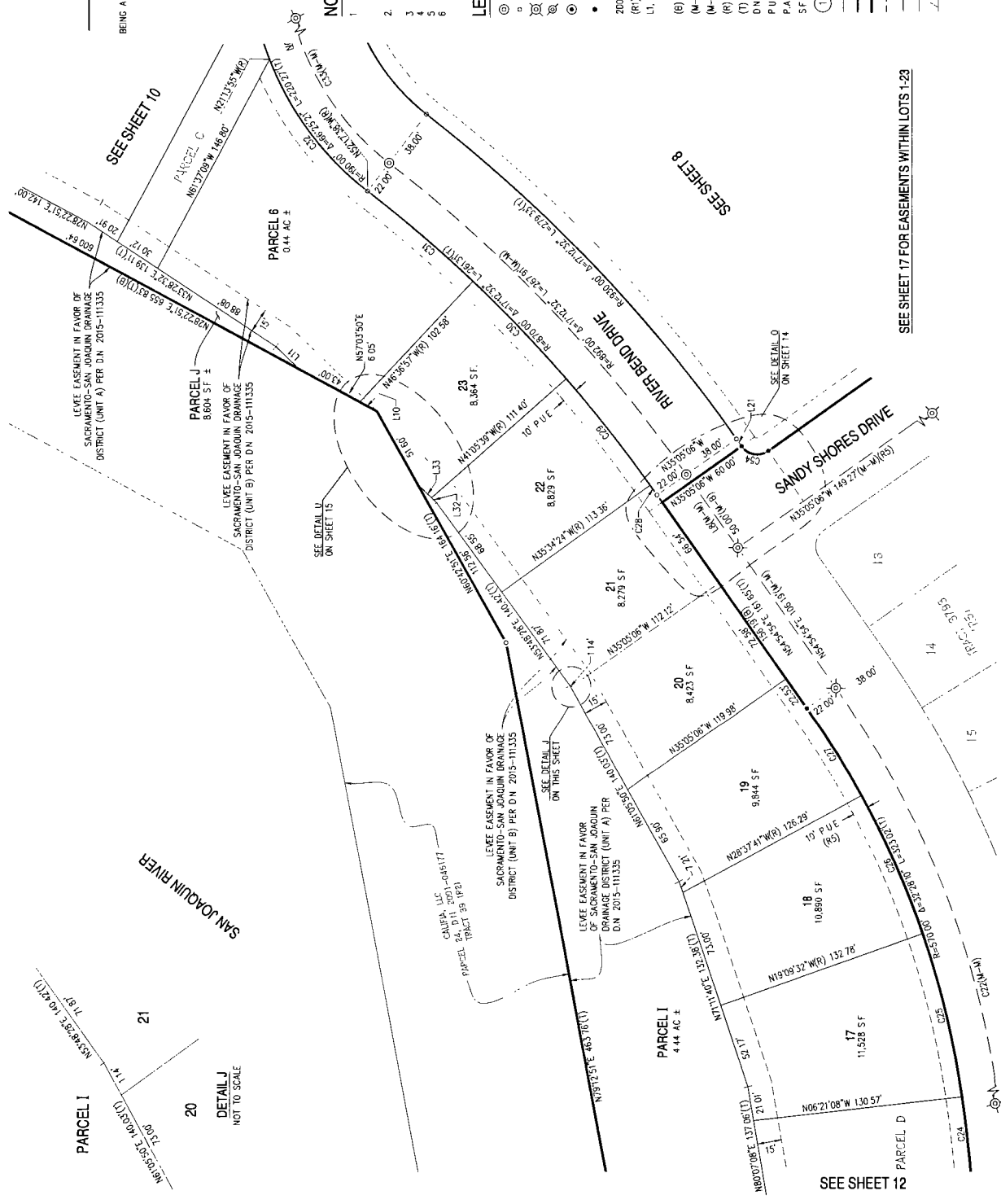
- 1 1/2" BRASS DISK STAMPED "PLS 7788" TO BE SET ON CONCRETE SIDEWALK 1'00" INTO THE RIGHT-OF-WAY, ALONG PROLONGATION OF SIDE LOT LINES, OR AS NOTED.
- 2 5/8" REBAR WITH CAP "PLS 7788" TO BE SET AT ALL REAR LOT CORNERS, UNLESS OTHERWISE NOTED.
- 3 SEE SHEET 10 FOR ADDITIONAL NOTES.
- 4 SEE SHEET 3 FOR EXISTING EASEMENTS, REFERENCES, AND SHEET INDEX.
- 5 SEE SHEET 5 FOR BASIS OF BEARINGS.
- 6 SEE SHEET 14 FOR LINE, CURVE, AND RADIAL LINE TABLES FOR COURSES SHOWN ON SHEETS 7 THROUGH 16 ONLY.

LEGEND

- ⊙ SET STANDARD CITY OF LAHOP MONUMENT WELL STAMPED "PLS 7788"
 - ⊙ SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
 - ⊙ FOUND MONUMENT STAMPED "PLS 7788" PER (R5)
 - ⊙ FOUND MONUMENT STAMPED "PLS 7788" PER (R4)
 - ⊙ FOUND MONUMENT STAMPED "PLS 7788" PER (R3)
 - 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" TO BE SET PER (R4)
 - AND (R5), RESPECTIVELY, UNLESS OTHERWISE NOTED.
- 200.00' (R1) DENOTES MEASURED AND RECORD DATA PER REFERENCE (R1)
(R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 3
L1, C1, R1 DENOTES COURSE NUMBER FOR LINE, CURVE AND RADIAL LINE (RESPECTIVELY) - REFER TO THE TABLES ON SHEET 14

- (B) BOUNDARY
- (M-M) MONUMENT TO MONUMENT
- (M-B) MONUMENT TO BOUNDARY
- (R) RADIAL BEARING
- (T) TOTAL
- D/M DOCUMENT NUMBER
- P/U PUBLIC UTILITY EASEMENT
- P/AE PUBLIC ACCESS EASEMENT
- SF SQUARE FEET
- ① EASEMENT REFERENCE NUMBER - REFER TO THE EASEMENT REFERENCE LIST ON SHEET 3

- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY LINE
- EASEMENT LINE
- MONUMENT LINE
- CENTERLINE
- RESTRICTED ACCESS



SEE SHEET 17 FOR EASEMENTS WITHIN LOTS 1-23

TRACT 3794 RIVER ISLANDS - PHASE 1A VILLAGE C6 & C7

A PORTION OF RANCHO EL PESQUERO, BEING A PORTION OF TOWNSHIPS 1 AND 2 SOUTH, RANGE 6 EAST, M.D.M. BEING A SUBDIVISION OF THE REMAINDER PARCEL OF TRACT 3859 (42 MAP 46) CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
APRIL 2022

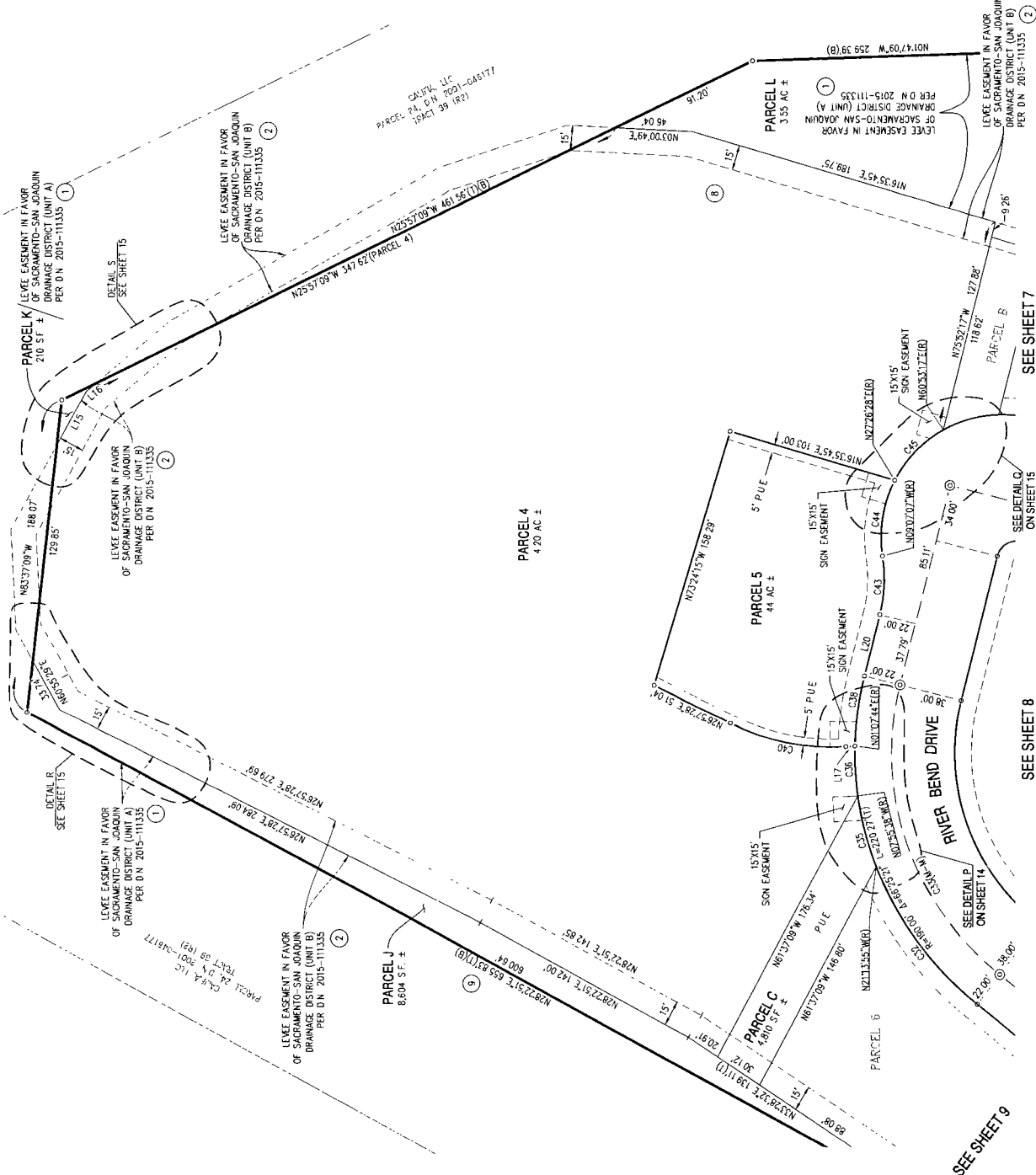


NOTES

- 1 1 1/2" BRASS DISK STAMPED "PLS 7788" TO BE SET ON CONCRETE SIDEWALK 1.00' INTO THE RIGHT-OF-WAY, ALONG PROLONGATION OF SIDE LOT LINES, OR AS NOTED
- 2 5/8" REBAR WITH CAP "PLS 7788" TO BE SET AT ALL REAR LOT CORNERS, UNLESS OTHERWISE NOTED
- 3 SEE SHEET 10 FOR EXISTING EASEMENTS, REFERENCES, AND SHEET INDEX.
- 4 SEE SHEET 5 FOR BASIS OF BEARINGS
- 5 SEE SHEET 5 FOR BASIS OF BEARINGS
- 6 SEE SHEET 14 FOR LINE, CURVE, AND RADIAL LINE TABLES FOR COURSES SHOWN ON SHEETS 7 THROUGH 16 ONLY

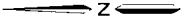
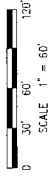
LEGEND

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ⊗ FOUND MONUMENT STAMPED "PLS 7788" PER (R5)
- ⊚ FOUND MONUMENT STAMPED "PLS 7788" PER (R4)
- ⊙ FOUND MONUMENT STAMPED "PLS 7788" PER (R3)
- 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" TO BE SET PER (R4) AND (R5), RESPECTIVELY, UNLESS OTHERWISE NOTED
- 200.00' (R1) DENOTES MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 3
- L1, C1, R1 DENOTES COURSE NUMBER FOR LINE, CURVE, AND RADIAL LINE (RESPECTIVELY) - REFER TO THE TABLES ON SHEET 14
- (B) BOUNDARY
- (M-H) MONUMENT TO MONUMENT
- (M-B) MONUMENT TO BOUNDARY
- (R) RADIAL BEARING
- (1) TOTAL
- D/N DOCUMENT NUMBER
- P/U PUBLIC UTILITY EASEMENT
- P/A PUBLIC ACCESS EASEMENT
- S/F SQUARE FEET
- ① EASEMENT REFERENCE NUMBER - REFER TO THE EASEMENT REFERENCE LIST ON SHEET 3
- LOT LINE
- HIGH-UP-WAY LINE
- BOUNDARY LINE
- EASEMENT LINE
- MONUMENT LINE
- CENTERLINE
- ////// RESTRICTED ACCESS



TRACT 3794 RIVER ISLANDS - PHASE 1A VILLAGE C6 & C7

A PORTION OF RANCHO EL PESCADEO, BEING A PORTION OF TOWNSHIPS 1 AND 2 SOUTH, RANGE 6 EAST, M.D.M., BEING A SUBDIVISION OF THE REMAINDER PARCEL OF TRACT 3859 (42 MAP 46) CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
APRIL 2022

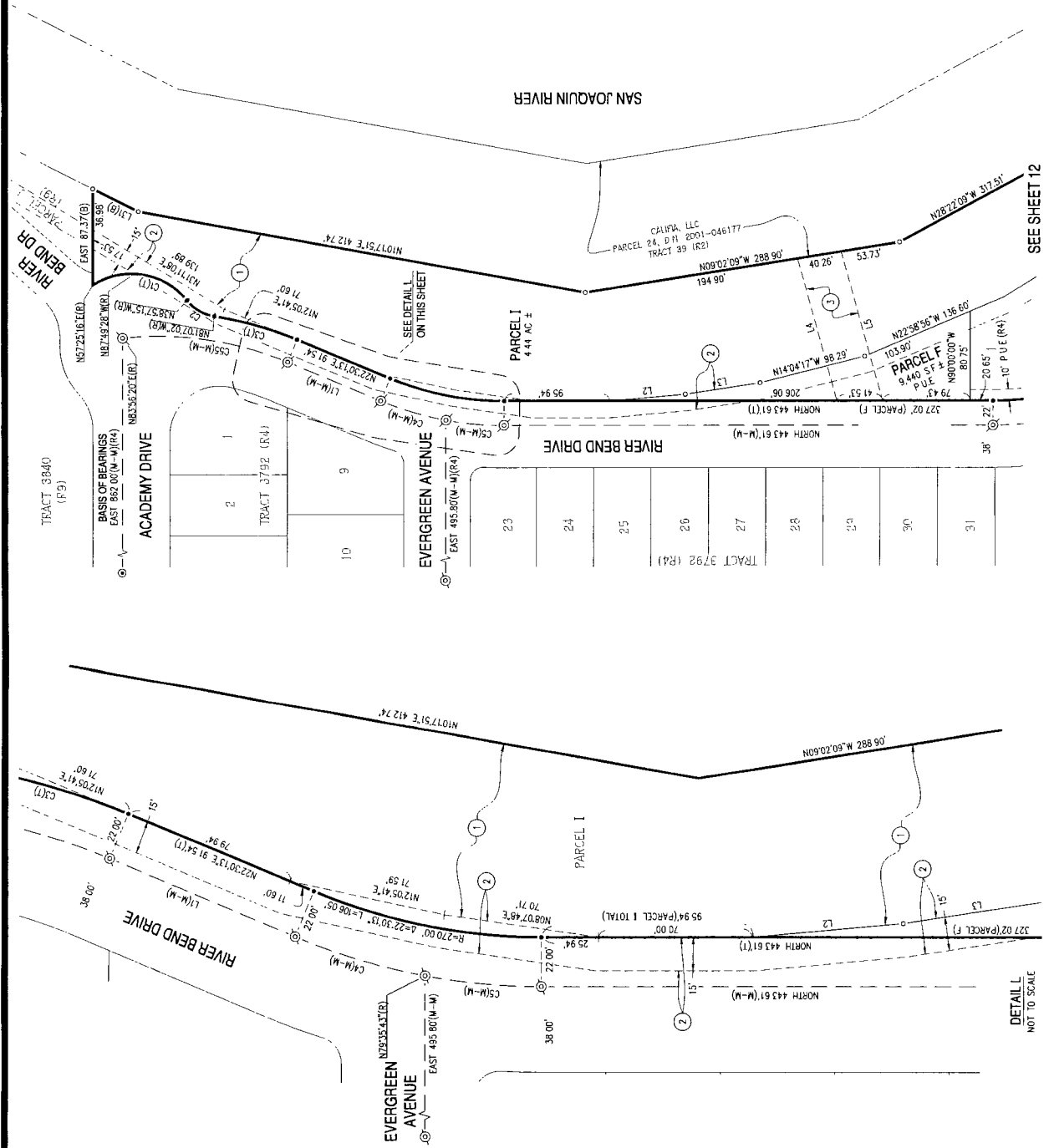
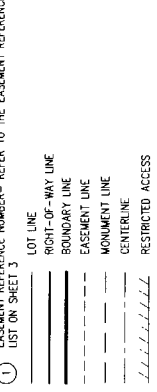


NOTES

1. 1 1/2" BRASS DISK STAMPED "PLS 7788" TO BE SET ON CONCRETE SIDEWALK 1.00' INTO THE RIGHT-OF-WAY, ALONG PROLONGATION OF SIDE LOT LINES, OR AS NOTED
2. 5/8" REBAR WITH CAP "PLS 7788" TO BE SET AT ALL REAR LOT CORNERS, UNLESS OTHERWISE NOTED
3. SEE SHEET 2 FOR ADDITIONAL NOTES
4. SEE SHEET 3 FOR BASIS OF BEARINGS
5. SEE SHEET 5 FOR BASIS OF BEARINGS
6. SEE SHEET 14 FOR LINE, CURVE, AND RADIAL LINE TABLES FOR COURSES SHOWN ON SHEETS 7 THROUGH 18 ONLY

LEGEND

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ⊗ FOUND MONUMENT STAMPED "PLS 7788" PER (R5)
- ⊕ FOUND MONUMENT STAMPED "PLS 7788" PER (R4)
- ⊙ FOUND MONUMENT STAMPED "PLS 7788" PER (R3)
- 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" TO BE SET PER (R4)
- AND (R5), RESPECTIVELY, UNLESS OTHERWISE NOTED
- 200.00' (R1) DENOTES MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 3
- L1, C1, R1 DENOTES COURSE NUMBER FOR LINE, CURVE AND RADIAL LINE (RESPECTIVELY) - REFER TO THE TABLES ON SHEET 14
- (B) BOUNDARY
- (M-M) MONUMENT TO MONUMENT
- (M-B) MONUMENT TO BOUNDARY
- (R) RADIAL BEARING
- (T) TOTAL
- D.N. DOCUMENT NUMBER
- P.U.E. PUBLIC UTILITY EASEMENT
- P.A.E. PUBLIC ACCESS EASEMENT
- S.F. SQUARE FEET
- ① EASEMENT REFERENCE NUMBER - REFER TO THE EASEMENT REFERENCE LIST ON SHEET 3

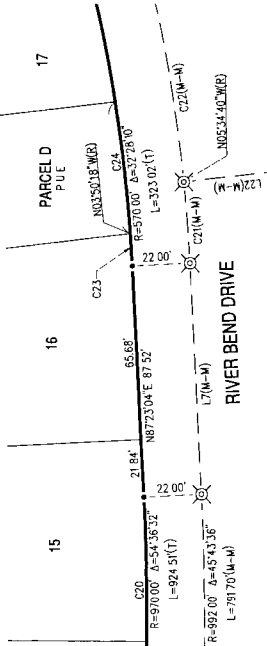
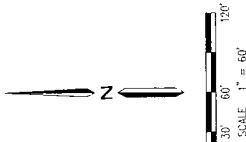


DETAIL
NOT TO SCALE

SEE SHEET 12

TRACT 3794 RIVER ISLANDS - PHASE 1A VILLAGE C6 & C7

A PORTION OF RANCHO EL PESCADERO BEING A PORTION OF TOWNSHIPS 1 AND 2 SOUTH, RANGE 6 EAST, W.D.M., BEING A SUBDIVISION OF THE REMAINDER PARCEL OF TRACT 3859 (42 MAP 46) CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
APRIL 2022

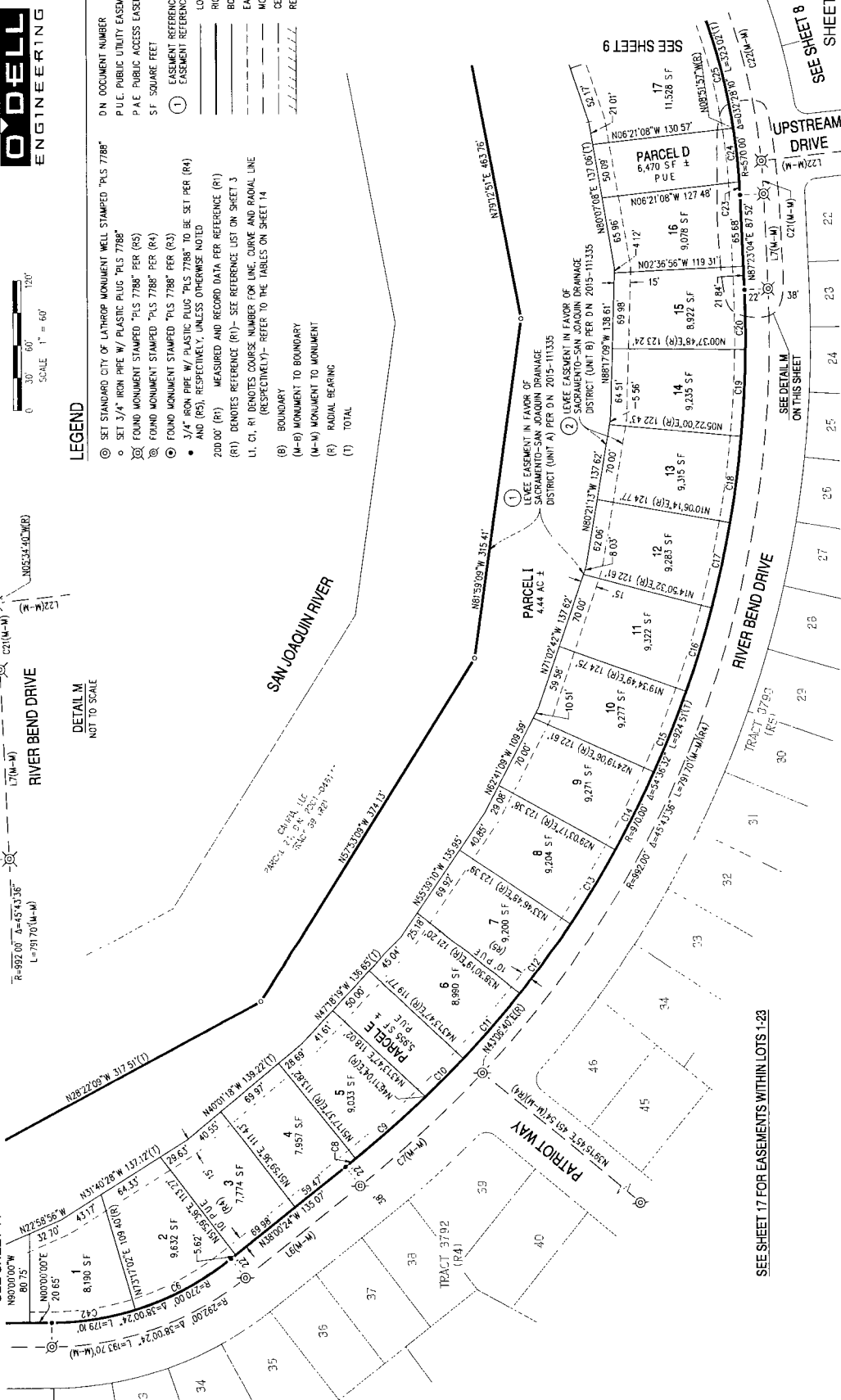


LEGEND

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ⊗ FOUND MONUMENT STAMPED "PLS 7788" PER (R4)
- ⊙ FOUND MONUMENT STAMPED "PLS 7788" PER (R4)
- 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" TO BE SET PER (R4)
- AND (R5), RESPECTIVELY, UNLESS OTHERWISE NOTED.
- 200.00' (R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 3
- U, C1, R1 DENOTES COURSE NUMBER FOR LINE, CURVE AND RADIAL LINE (RESPECTIVELY) - REFER TO THE TABLES ON SHEET 14
- (B) BOUNDARY
- (M-B) MONUMENT TO BOUNDARY
- (M-M) MONUMENT TO MONUMENT
- (R) RADIAL BEARING
- (T) TOTAL
- DN DOCUMENT NUMBER
- P.U.E. PUBLIC UTILITY EASEMENT
- P.A.E. PUBLIC ACCESS EASEMENT
- SF SQUARE FEET
- ① EASEMENT REFERENCE NUMBER - REFER TO THE EASEMENT REFERENCE LIST ON SHEET 3
- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY LINE
- EASEMENT LINE
- MONUMENT LINE
- CENTERLINE
- RESTRICTED ACCESS

- ### NOTES
- 1 1 1/2 BRASS DISK STAMPED "PLS 7788" TO BE SET ON CONCRETE SIDEWALK 1.00' INTO THE RIGHT-OF-WAY, ALONG PROLONGATION OF SIDE LOT LINES, OR AS NOTED.
 - 2 5/8" REBAR WITH CAP "PLS 7788" TO BE SET AT ALL REAR LOT CORNERS.
 - 3 SEE SHEET 2 FOR ADDITIONAL NOTES.
 - 4 SEE SHEET 3 FOR EXISTING EASEMENTS, REFERENCES, AND SHEET INDEX.
 - 5 SEE SHEET 5 FOR BASIS OF BEARINGS.
 - 6 SEE SHEET 14 FOR LINE, CURVE, AND RADIAL LINE TABLES FOR COURSES SHOWN ON SHEETS 7 THROUGH 16 ONLY.

SEE SHEET 11

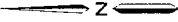
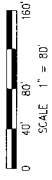


SEE SHEET 17 FOR EASEMENTS WITHIN LOTS 1-23

SEE SHEET 8
SEE SHEET 9
SEE SHEET 12 OF 16

TRACT 3794 RIVER ISLANDS - PHASE 1A VILLAGE C6 & C7

A PORTION OF RANCHO EL PESADERO, BEING A PORTION OF TOWNSHIPS 1 AND 2 SOUTH, RANGE 6 EAST, M.D.M., BEING A SUBDIVISION OF THE REMAINDER PARCEL OF TRACT 3859 (42 MAP 46) CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
APRIL 2022



NOTES

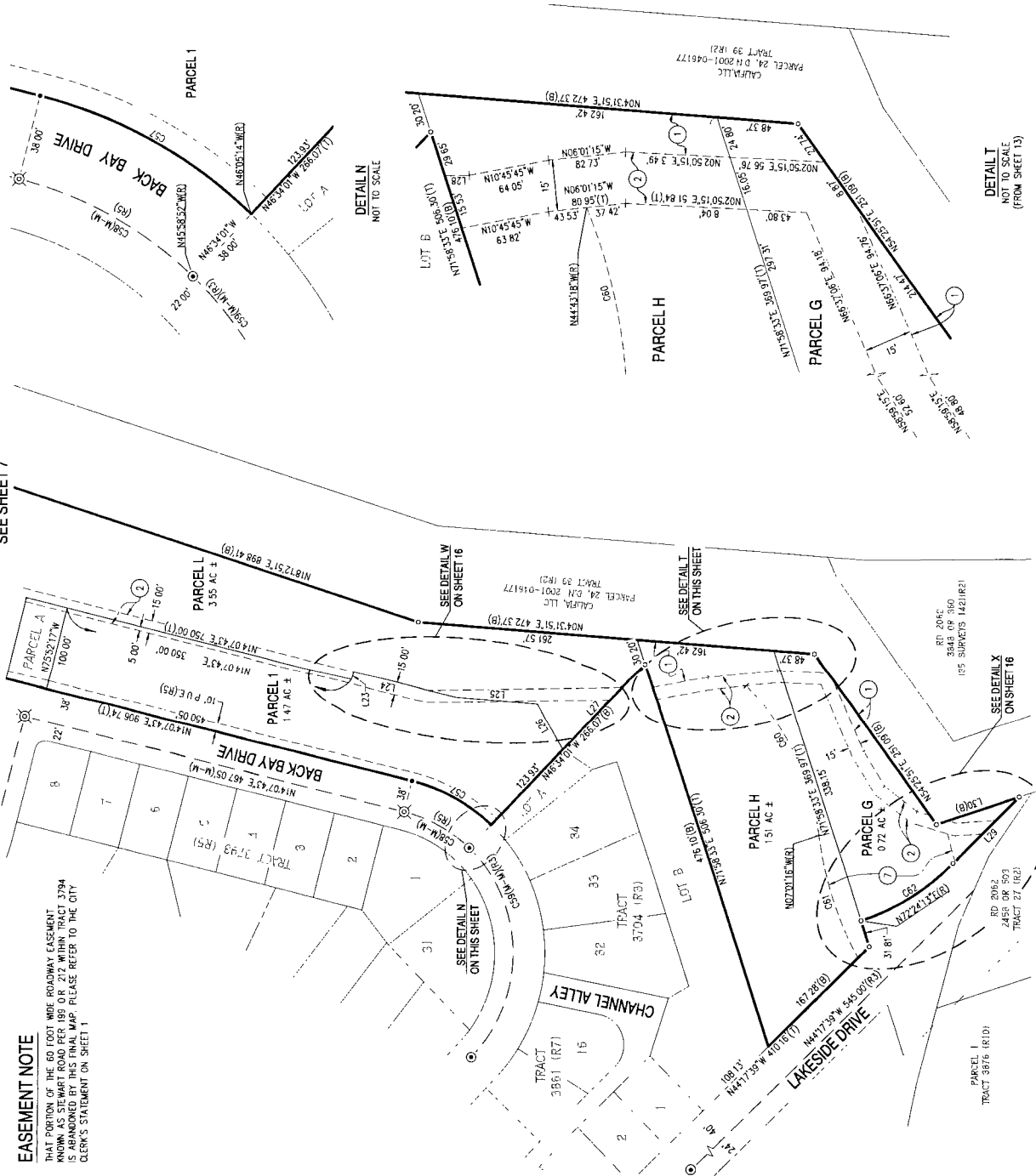
1. 1 1/2" BRASS DISK STAMPED "PLS 7788" TO BE SET ON CONCRETE SIDEWALK 1.00' INTO THE RIGHT-OF-WAY, ALONG PROLONGATION OF SIDE LOT LINES, OR AS NOTED.
2. 5/8" REBAR WITH CAP "PLS 7788" TO BE SET AT ALL REAR LOT CORNERS, UNLESS OTHERWISE NOTED.
3. SEE SHEET 7 FOR ADDITIONAL NOTES.
4. SEE SHEET 5 FOR BASIS OF BEARINGS, REFERENCES, AND SHEET INDEX.
5. SEE SHEET 14 FOR LINE, CURVE, AND RADIAL LINE TABLES FOR COURSES SHOWN ON SHEETS 7 THROUGH 16 ONLY.

LEGEND

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ⊗ FOUND MONUMENT STAMPED "PLS 7788" PER (R3)
- ⊘ FOUND MONUMENT STAMPED "PLS 7788" PER (R4)
- ⊙ FOUND MONUMENT STAMPED "PLS 7788" PER (R3)
- 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" TO BE SET PER (R4) AND (R5), RESPECTIVELY, UNLESS OTHERWISE NOTED.
- 200.00' (R1) DENOTES MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 3
- LI, CI, RI DENOTES COURSE NUMBER FOR LINE, CURVE AND RADIAL LINE (RESPECTIVELY) - REFER TO THE TABLES ON SHEET 14
- (B) BOUNDARY
- (M-W) MONUMENT TO MONUMENT
- (M-B) MONUMENT TO BOUNDARY
- (R) RADIAL BEARING
- (T) TOTAL
- DN DOCUMENT NUMBER
- P U E PUBLIC UTILITY EASEMENT
- P A E PUBLIC ACCESS EASEMENT
- S F SQUARE FEET
- ① EASEMENT REFERENCE NUMBER - REFER TO THE EASEMENT REFERENCE LIST ON SHEET 3

- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY LINE
- EASEMENT LINE
- MONUMENT LINE
- CENTERLINE
- ////// RESTRICTED ACCESS

SEE SHEET 7



EASEMENT NOTE

THAT PORTION OF THE 60 FOOT WIDE ROADWAY EASEMENT KNOWN AS STEWART ROAD PER 199 OR .272 WITHIN TRACT 3794 IS SHOWN BY THIS FINAL MAP. PLEASE REFER TO THE CITY CLERK'S STATEMENT ON SHEET 1.

DETAIL I
NOT TO SCALE

DETAIL I
NOT TO SCALE
(FROM SHEET 13)

TRACT 3794 RIVER ISLANDS - PHASE 1A VILLAGE C6 & C7

A PORTION OF RANCHO EL PESCADERO, BEING A PORTION OF TOWNSHIPS 1 AND 2 SOUTH, RANGE 6 EAST, W.D.M., BEING A SUBDIVISION OF THE REMAINDER PARCEL OF TRACT 3859 (42 MAP 46) CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
APRIL 2022



NOTES

1. 1 1/2" BRASS DISK STAMPED "PLS 7788" TO BE SET ON CONCRETE SIDEWALK 1.00' INTO THE RIGHT-OF-WAY, ALONG PROLONGATION OF LOT LINES, OR AS NOTED "788" TO BE SET AT ALL REAR LOT CORNERS, UNLESS OTHERWISE NOTED.
2. SEE SHEET 2 FOR ADDITIONAL NOTES.
3. SEE SHEET 3 FOR EXISTING EASEMENTS, REFERENCES, AND SHEET INDEX.
4. SEE SHEET 4 FOR BASIS OF BEARINGS.
5. SEE SHEET 14 FOR CURVE, AND RADIAL LINE TABLES FOR COURSES SHOWN ON SHEETS 7 THROUGH 16 ONLY.

LEGEND

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- ⊙ FOUND MONUMENT STAMPED "PLS 7788" PER (R5)
- ⊙ FOUND MONUMENT STAMPED "PLS 7788" PER (R4)
- ⊙ FOUND MONUMENT STAMPED "PLS 7788" PER (R3)
- 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" TO BE SET PER (R4) AND (R5), RESPECTIVELY, UNLESS OTHERWISE NOTED.
- 200.00' (R1) DENOTES MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 3
- L1, C1, R1 DENOTES COURSE NUMBER FOR LINE, CURVE AND RADIAL LINE (RESPECTIVELY) - REFER TO THE TABLES ON SHEET 14
- (B) BOUNDARY
- (M-U) MONUMENT TO MONUMENT
- (M-B) MONUMENT TO BOUNDARY
- (R) RADIAL BEARING
- (T) TOTAL
- D/N DOCUMENT NUMBER
- P.U.E. PUBLIC UTILITY EASEMENT
- P.A.C. PUBLIC ACCESS EASEMENT
- S.F. SQUARE FEET
- ⊙ EASEMENT REFERENCE NUMBER - REFER TO THE EASEMENT REFERENCE LIST ON SHEET 3
- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY LINE
- EASEMENT LINE
- MONUMENT LINE
- CENTERLINE
- RESTRICTED ACCESS

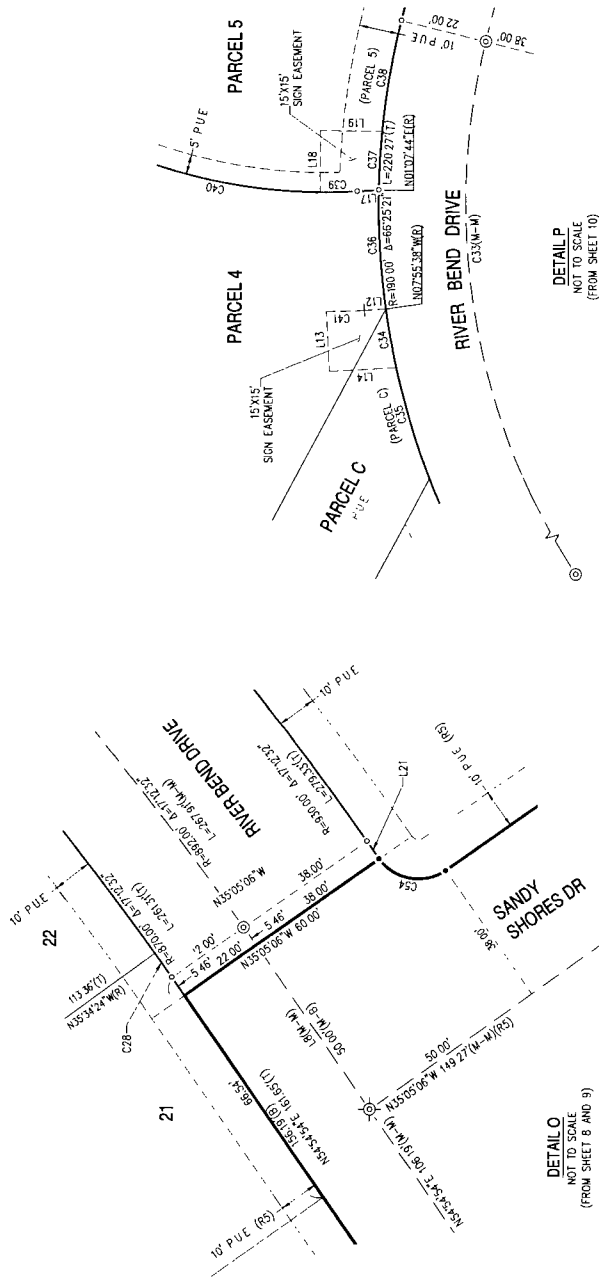
CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C43	87.00'	2314.50"	35.30'
C44	73.00'	3633.55"	46.58'
C45	73.00'	3326.48"	42.61'
C46	73.00'	2719.55"	34.82'
C47	73.00'	3912.40"	49.96'
C48	73.00'	13632.58"	173.98'
C49	73.00'	729.08"	9.54'
C50	73.00'	2557.41"	33.08'
C51	73.00'	11507.16"	150.85'
C52	12.00'	90700.00"	16.85'
C53	12.00'	90700.00"	16.85'
C54	12.00'	90700.00"	16.85'
C55	308.00'	2833.52"	153.55'
C56	87.00'	2318.08"	35.38'
C57	210.00'	2347.03"	109.16'
C58	172.00'	2953.25"	89.73'
C59	172.00'	904.21"	272.25'
C60	308.00'	3742.02"	202.66'
C61	392.00'	2211.11"	151.79'
C62	268.00'	2741.12"	129.50'
C63	240.00'	8709.55"	34.20'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C22	592.00'	2930.26"	304.88'
C23	570.00'	1132.22"	12.16'
C24	570.00'	5701.39"	50.02'
C25	570.00'	1077.34"	102.40'
C26	570.00'	9798.08"	84.20'
C27	570.00'	6277.26"	64.24'
C28	870.00'	0791.81"	7.41'
C29	870.00'	5311.18"	83.83'
C30	870.00'	5311.18"	83.85'
C31	870.00'	5440.41"	86.22'
C32	190.00'	3103.43"	103.01'
C33	168.00'	6625.22"	194.76'
C34	190.00'	430.49"	14.97'
C35	190.00'	1378.17"	44.12'
C36	190.00'	9703.22"	30.03'
C37	190.00'	429.18"	14.85'
C38	190.00'	13000.00"	43.11'
C39	135.00'	4701.33"	9.47'
C40	135.00'	3071.25"	71.53'
C41	165.00'	3191.53"	9.59'
C42	270.00'	1642.58"	78.77'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	65.00'	8337.30"	94.87'
C2	40.00'	42709.68"	29.44'
C3	330.00'	13371.51"	78.45'
C4	290.00'	1205.36"	61.86'
C5	290.00'	1024.17"	53.03'
C6	270.00'	2177.26"	100.33'
C7	992.00'	852.36"	153.78'
C8	970.00'	0741.99"	11.85'
C9	970.00'	5483.92"	98.34'
C10	970.00'	2571.17"	50.02'
C11	970.00'	443.28"	79.96'
C12	970.00'	443.31"	80.00'
C13	970.00'	443.31"	80.00'
C14	970.00'	444.10"	80.18'
C15	970.00'	444.17"	80.22'
C16	970.00'	444.17"	80.22'
C17	970.00'	444.17"	80.22'
C18	970.00'	444.14"	80.20'
C19	970.00'	444.12"	80.19'
C20	970.00'	314.45"	54.95'
C21	592.00'	257.44"	30.61'

LINE TABLE			
LINE #	DIRECTION	LENGTH	BEARING
L21	N54°45'44"E	5.46'	
L22	N85°21'08"W	170.17'	
L23	N85°32'17"W	10.00'	
L24	N14°17'43"E	125.82'	
L25	N05°10'54"E	97.49'	
L26	N80°31'38"E	62.26'	
L27	N46°34'03"W	142.14'	
L28	N00°33'33"W	2.39'	
L29	N45°16'58"W	112.13'	
L30	N18°31'48"W	104.06'	
L31	N66°35'31"E	46.10'	
L32	N43°59'20"E	4.51'	
L33	N43°59'20"E	11.97'	

LINE TABLE			
LINE #	DIRECTION	LENGTH	BEARING
L1	N22°30'13"E	91.54'	
L2	N05°04'21"W	68.65'	
L3	N08°35'23"W	68.41'	
L4	N74°23'38"E	133.52'	
L5	N74°23'36"E	140.09'	
L6	N38°00'24"W	135.07'	
L7	N87°33'04"E	87.52'	
L8	N54°54'54"E	55.46'	
L9	N43°59'20"E	16.48'	
L10	N28°22'51"E	12.19'	
L11	N43°59'20"E	20.02'	
L12	N03°23'57"W	5.48'	
L13	N86°56'58"E	15.03'	
L14	N03°03'02"W	16.92'	
L15	N61°09'25"W	36.59'	
L16	N39°49'48"W	7.58'	
L17	N03°23'57"W	5.48'	
L18	N89°22'44"W	15.58'	
L19	N00°37'16"E	15.64'	
L20	N75°52'17"W	37.79'	



DETAIL P
NOT TO SCALE
(FROM SHEET 10)

DETAIL O
NOT TO SCALE
(FROM SHEET 8 AND 9)

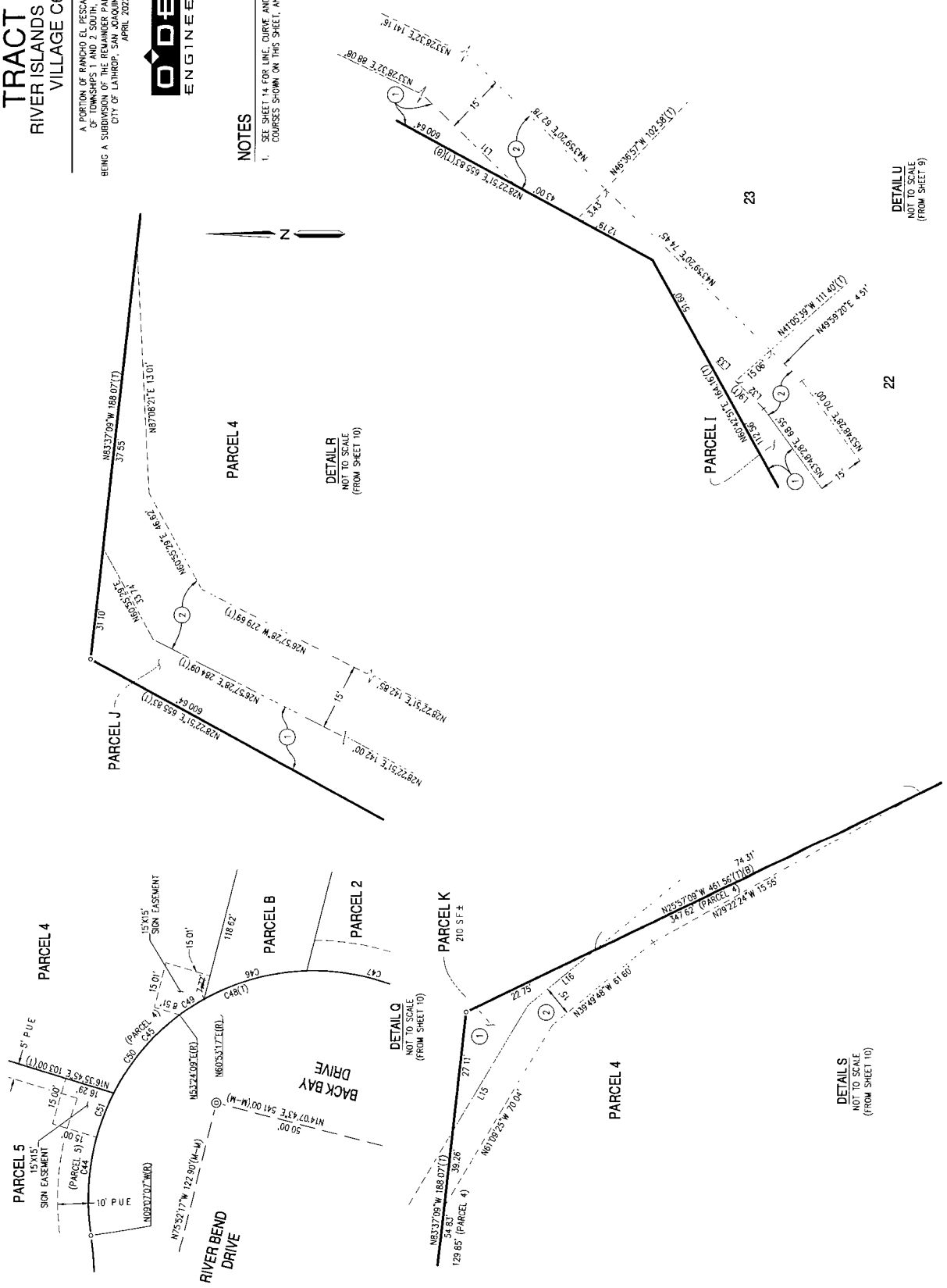
TRACT 3794 RIVER ISLANDS - PHASE 1A VILLAGE C6 & C7

A PORTION OF RANCHO EL PESCADERO, BEING A PORTION OF TOWNSHIPS 1 AND 2 SOUTH, RANGE 6 EAST, M.D.M., BEING A SUBDIVISION OF THE REMAINDER PARCEL OF TRACT 3859 (42 MAP 46) CITY OF LAHROP, SAN JOAQUIN COUNTY, CALIFORNIA
APRIL 2022



NOTES

- SEE SHEET 14 FOR LINE, CURVE AND RADIAL LINE TABLES FOR COURSES SHOWN ON THIS SHEET, AND LEGEND



DETAIL U
NOT TO SCALE
(FROM SHEET 9)

22

DETAIL S
NOT TO SCALE
(FROM SHEET 10)

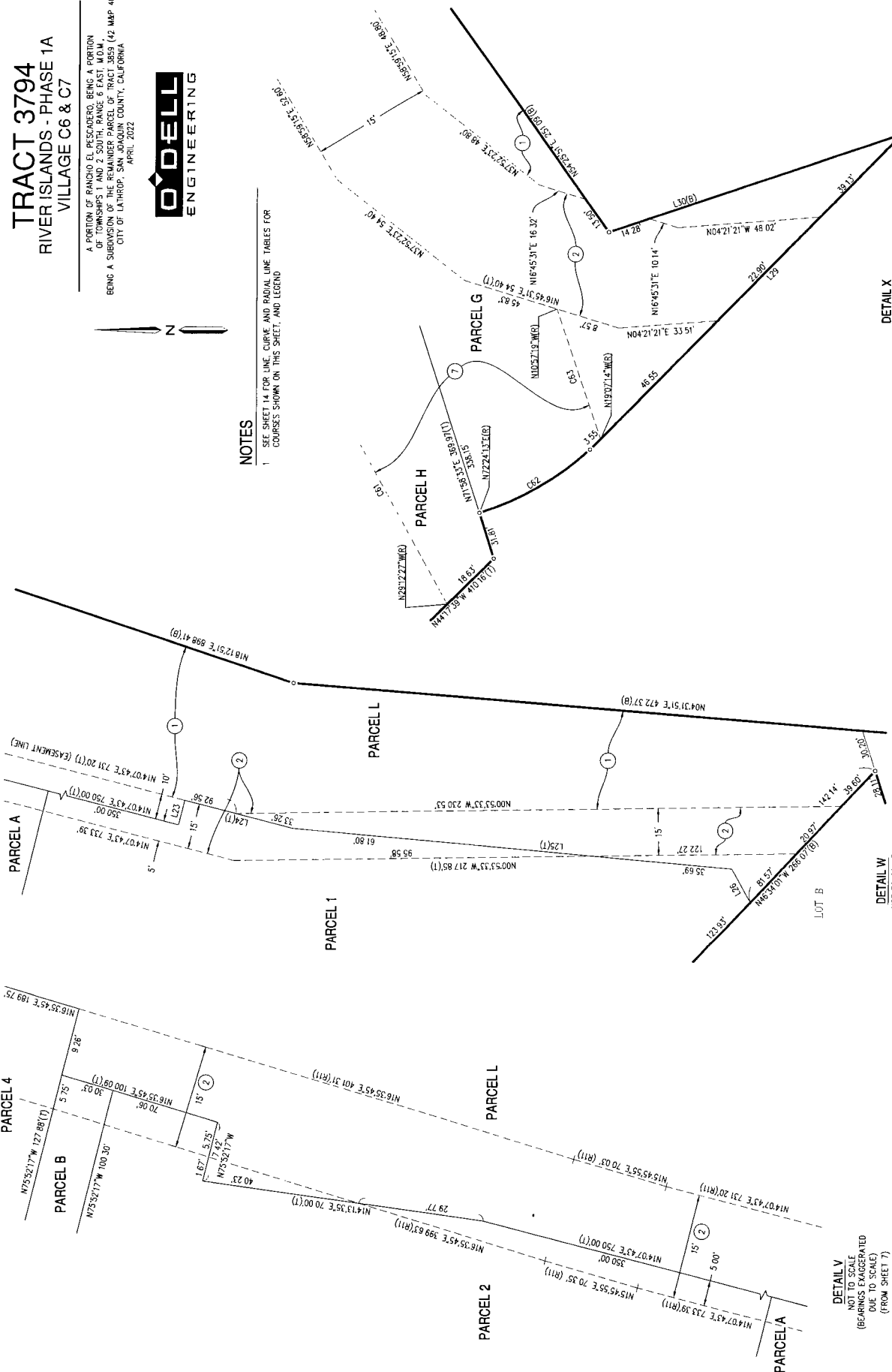
TRACT 3794 RIVER ISLANDS - PHASE 1A VILLAGE C6 & C7

A PORTION OF RANCHO EL PESQUERO, BEING A PORTION OF TOWNSHIPS 1 AND 2 SOUTH, RANGE 6 EAST, T.10N., R.6E., BEING A SUBDIVISION OF THE REMAINDER PARCEL OF TRACT 3859 (42 MAP 46) CITY OF LAHORE, SAN JOAQUIN COUNTY, CALIFORNIA
APRIL 2022



NOTES

- SEE SHEET 14 FOR LINE, CURVE AND RADIAL LINE TABLES FOR COURSES SHOWN ON THIS SHEET, AND LEGEND



DETAIL X
NOT TO SCALE
(FROM SHEET 13)

DETAIL W
NOT TO SCALE
(FROM SHEET 13)

DETAIL V
NOT TO SCALE
(BEARINGS ENLARGED
DUE TO SCALE)
(FROM SHEET 7)

ITEM 4.11

CITY MANAGER'S REPORT APRIL 11, 2022, CITY COUNCIL REGULAR MEETING

ITEM: APPROVAL OF FINAL MAP, COMMON USE AGREEMENT, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 43 LOTS IN TRACT 4072 VILLAGE "NN2" WITHIN LAKESIDE WEST DISTRICT OF RIVER ISLANDS

RECOMMENDATION: Adopt Resolution Approving Final Map for Tract 4072 Village "NN2" within the Lakeside West District, Totaling 43 Single Family Lots, a Common Use Agreement and Subdivision Improvement Agreement with River Islands Stage 2B, LLC

SUMMARY:

The proposed Final Map for Tract 4072 will be the second and final tract map within the Village "NN" area. The New Home Company is proposing forty-three (43) 55' x 96' single-family lots. A Vicinity Map is included as Attachment "B".

Staff recommends that the City Council approve the proposed Final Map Tract 4072, Village "NN2", a Common Use Agreement (CUA) with Island Reclamation District No. 2062 for a portion of Goodland Court, and Subdivision Improvement Agreement with River Islands Stage 2B, LLC ("River Islands"), included as Attachment "C".

BACKGROUND:

The City of Lathrop City Council approved Vesting Tentative Map (VTM) 3694 on March 27, 2007 and an amended VTM 3694 with updated conditions of approval on June 1, 2015. On December 2, 2020, the City of Lathrop Planning Commission approved a Neighborhood Design Plan (NDP) and Architectural Guidelines and Design Standards (AG/DS) for the Lakeside West District, known as Stage 2B, within Phase 1 of the project. While the NDP contains conceptual guidance on parks within the Lakeside West District, a Master Parks Plan includes revisions to the parks and open spaces within the Stage 2B area and is pending Planning Commission action. The land for the proposed Final Map for Tract 4072 is within the geographic boundaries of VTM 3694 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 "NN" is \$4,070,602, however, a large percentage of the improvements have already been construction and therefore do not need to be guaranteed.

CITY MANAGER’S REPORT **PAGE 2**
APRIL 11, 2022 CITY COUNCIL REGULAR MEETING
APPROVAL OF FINAL MAP, COMMON USE AGREEMENT, AND SUBDIVISION
IMPROVEMENT AGREEMENT FOR 43 LOTS IN TRACT 4072 VILLAGE “NN2”
WITHIN LAKESIDE WEST DISTRICT OF RIVER ISLANDS

Performance and labor & material securities were provided with the SIA for Tract 4071 that guarantee the unfinished improvements for Village “NN”, including both Tract 4071 and 4072, in the amount of:

Unfinished Improvement Total:	\$864,552
Performance Bond (110% of Unfinished Improvements):	\$951,008
Labor & Materials Bond (50% of Performance Bond)	\$475,504

The SIA for Tract 4072 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 4072, 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 “NN” was annexed to the four different Community Facilities Districts (CFDs) for maintenance purposes with the approval of the Tract 4071 Final Map in 2021. The CFDs are for the City, Reclamation District No. 2062 (RD 2062) and River Islands Public Financing Authority (RIPFA) and CFD 2020-1 RIPFA.

There is also a need for a CUA between the City and RD 2062 as a portion of Goodland Court shares an area with the easements recorded in favor of RD 2062 for the levee system. The CUA, included in Attachment “D”, 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 Goodland Court.

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:

Documents	Status
1. Final Map ready for signature	Completed
2. Subdivision Improvement Agreement	Completed
3. Performance Security – Uncompleted Landscaping and Miscellaneous Improvements provided with Tract 4071	Completed

APRIL 11, 2022 CITY COUNCIL REGULAR MEETING

APPROVAL OF FINAL MAP, COMMON USE AGREEMENT, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 43 LOTS IN TRACT 4072 VILLAGE “NN2” WITHIN LAKESIDE WEST DISTRICT OF RIVER ISLANDS

4. Labor and Materials Security – Uncompleted Landscaping and Miscellaneous Improvements provided with Tract 4071	Provided with Tract 4071 on 3/8/2021
5. Street Improvement, Landscape, Light & Joint Trench	Completed
6. Geotechnical Report	Completed
7. Agreement for Backbone Improvements and Parks (Agreement for Dedication, Inspection and Guarantee of Streets and Public Improvements)	Completed
8. Approval of 3 rd Amendment to Development Agreement that guarantees creation of CFD for City Maintenance and Shortfalls, and Guarantee of Developer CFDs for Developer/other public agency Maintenance	Completed
9. Allocation of Water and Sewer capacity	Completed
10. Recommendation for approval from Stewart Tract Design Review Committee	Completed
11. Submitted Certificate of Insurance, Tax Letter	Completed
12. Submitted Preliminary Guarantee of Title	Completed
13. Escrow Instructions	Completed
14. Tract 4072 Village “NN2” – City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities) Annexation No. 20	Annexed with Tract 4071 on 3/8/2021
15. Common Use Agreement with Island Reclamation District No. 2062	Approval pending with this item
Fees	Status
1. Final Map plan check fee	Paid
2. Improvement Plans - Plan check and inspection fees	Paid
3. Sierra Club Settlement fee	To be paid in escrow

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.

APRIL 11, 2022 CITY COUNCIL REGULAR MEETING


APPROVAL OF FINAL MAP, COMMON USE AGREEMENT, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 43 LOTS IN TRACT 4072 VILLAGE "NN2" WITHIN LAKESIDE WEST DISTRICT OF RIVER ISLANDS

ATTACHMENTS:

- A. Resolution Approving Final Map for Tract 4072 Village "NN2" within the Lakeside West District, Totaling 43 Single Family Lots, a Common Use Agreement and Subdivision Improvement Agreement with River Islands Stage 2B, LLC
- B. Vicinity Map - Village "NN2"
- C. Subdivision Improvement Agreement between the City of Lathrop and River Islands Stage 2B, LLC, a Delaware limited liability company, for Tract 4072, Village "NN2"
- D. Escrow Instructions - Final Map Tract 4072 Village "NN2"
 - o Common Use Agreement with Islands Reclamation District No. 2062 for a portion of Goodland Court, and associated; Offer of Dedication of Public Utility Easement
- E. Final Map – Tract 4072 Village "NN2"


CITY MANAGER'S REPORT **PAGE 5**
APRIL 11, 2022 CITY COUNCIL REGULAR MEETING
APPROVAL OF FINAL MAP, COMMON USE AGREEMENT, AND SUBDIVISION
IMPROVEMENT AGREEMENT FOR 43 LOTS IN TRACT 4072 VILLAGE "NN2"
WITHIN LAKESIDE WEST DISTRICT OF RIVER ISLANDS

APPROVALS



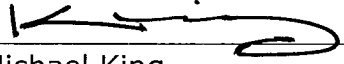
Brad Taylor
Land Development Manager

3/23/2022
Date




Glenn Gebhardt
City Engineer

3/30/22
Date




Michael King
Public Works Director

3.29.22
Date



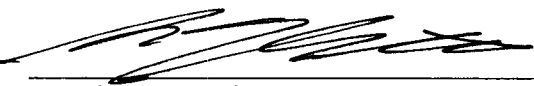
Cari James
Finance Director

3/31/2022
Date



Salvador Navarrete
City Attorney

3.23.2022
Date



Stephen J. Salvatore
City Manager

4.4.22
Date

RESOLUTION NO. 22-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING FINAL MAP FOR TRACT 4072 VILLAGE "NN2" WITHIN THE LAKESIDE WEST DISTRICT, TOTALING 43 SINGLE FAMILY LOTS, A COMMON USE AGREEMENT AND SUBDIVISION IMPROVEMENT AGREEMENT WITH RIVER ISLANDS STAGE 2B, LLC

WHEREAS, the City of Lathrop City Council approved Vesting Tentative Map (VTM) 3694 on March 27, 2007 and an amended VTM 3694 with updated conditions of approval on June 1, 2015; and

WHEREAS, on December 2, 2020, the City of Lathrop Planning Commission approved a Neighborhood Design Plan (NDP) and Architectural Guidelines and Design Standards (AG/DS) for the Lakeside West District, known as Stage 2B, within Phase 1 of the project; and

WHEREAS, the land for the proposed Final Map for Tract 4072 is within the geographic boundaries of VTM 3694 and Stage 2B; and

WHEREAS, as required by the City's subdivision ordinance, all final maps must include a Subdivision Improvement Agreement (SIA) to guarantee specific offsite and onsite improvements; and

WHEREAS, the guarantees for Tract 4072 were provided with the approved SIA for Tract 4071 executed with River Islands Development 2B, LLC and therefore additional guarantee is not required to be provided with the SIA for Tract 4072. Tracts 4071 and 4072 are collectively known as Village "NN"; and

WHEREAS, performance and labor & material securities were provided with the SIA for Tract 4071 that guarantee the unfinished improvements for Village "NN", including both Tract 4071 and 4072, in the amount as follows; and

Unfinished Improvement Total:	\$864,552
Performance Bond (120% of Unfinished Improvements):	\$951,008
Labor & Materials Bond (50% of Performance Bond)	\$475,504

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 portion Goodland Court shares an area with the easements recorded in favor of RD 2062 for the levee system; and

WHEREAS, Village "NN" was annexed to the four different Community Facilities Districts (CFDs) for maintenance purposes with the approval of the Tract 4071 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 4072 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 April 11, 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 Reclamation District 2062 and Acceptance of Offer of Dedication for Public Utility Easements with River Islands Stage 2B, LLC, in substantially the form as attachment "D" to the April 11, 2022 staff report, 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 file executed copy will be filed with the City Clerk.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 11th day of April 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

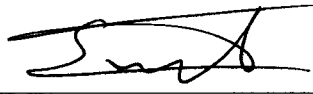
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

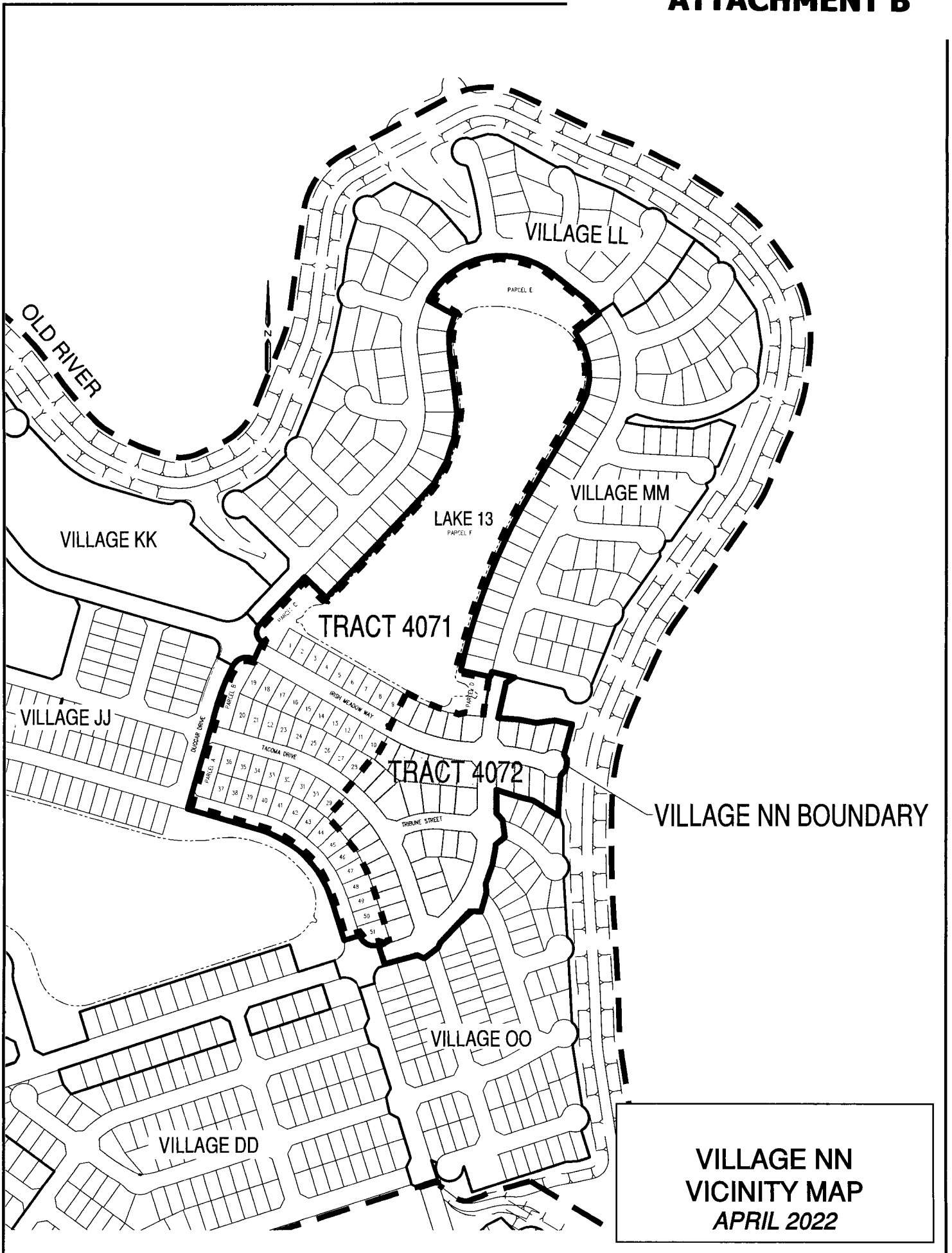
Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

ATTACHMENT B



SUBDIVISION IMPROVEMENT AGREEMENT

BY AND BETWEEN THE CITY OF LATHROP AND

RIVER ISLANDS STAGE 2B, LLC, A DELAWARE LIMITED LIABILITY COMPANY

FOR TRACT 4072 VILLAGE “NN2” 43 RESIDENTIAL LOTS

RECITALS

A. This Agreement is made and entered into this **11th day of April 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 4072. However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with Tract 4072 (Village “NN2”) located within the Lakeside West District of River Islands Phase 1, which also includes major streets necessary to access the site. Performance and Labor & Material securities have been provided with the SIA for Tract 4071 that guarantee the unfinished improvements for Village “NN”, which includes Tract 4072, in the amount shown in Section 8, and therefore no additional security is needed for Tract 4072.

C. SUBDIVIDER has completed a portion of the joint trench improvements for Tract 4072 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 4072 and Village “NN” 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 4072 are required security as outlined in this Agreement is required.

NOW THEREFORE in consideration of CITY’S pending approval and acceptance of the Improvements upon their satisfactory completion, and in consideration of SUBDIVIDER’S construction of Improvements in strict accordance with the terms of this Agreement, all applicable laws, statutes, ordinances, rules and regulations currently in force and effect in CITY, the terms and conditions of which are incorporated herein by this reference, the parties hereto mutually covenant and agree as follows:

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4072 Village NN2”

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 4072 that is conveyed to a private interest not associated with the transfer of title of Tract 4072 associated with the filing of Tract 4072 (homebuilder), prior to the completion and occupancy of the last production dwelling unit associated with Tract 4072, or April 11, 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 \$407,060, equal to 10% of the estimated cost of the Improvements for the Village “NN” entire area (\$4,070,602) 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 4072 as included and described in Exhibit “D” of this Agreement. Performance and Labor & Material securities have been provided with the SIA for Tract 4071 that guarantee the unfinished improvements for Village “NN”, which includes Tract 4072, in the amount shown in Table 1 below and therefore no additional security is needed for Tract 4072. 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:	\$864,552
Performance Bond (110% of Unfinished Improvements):	\$951,008
Labor & Materials Bond (50% of Performance Bond)	\$475,504

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 4072.

20. The following miscellaneous provisions are applicable to this Agreement:

a. Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the laws of the State of California.

b. Definitions. The definitions and terms are as defined in this Agreement.

c. Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.

d. Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

e. Incorporation of Documents. All documents referred to herein and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated herein and shall be deemed to be part of this Agreement.

f. Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4072 Village NN2”

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 4072

EXHIBIT B TRACT 4072 AND VILLAGE “NN2” AREA

EXHIBIT C: CITY INSURANCE REQUIREMENTS

**EXHIBIT D: UNFINISHED IMPROVEMENT COST ESTIMATE AND VILLAGE “NN”
IMPROVEMENTS COST ESTIMATE**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 11th day of April 2022, at Lathrop, California.

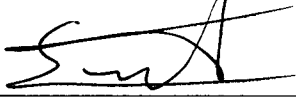
ATTEST: TERESA VARGAS
City Clerk of and for the City
of Lathrop, State of California

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:  _____ 3-23-2022
Salvador Navarrete Date
City Attorney

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4072 Village NN2”

SUBDIVIDER

River Islands Stage 2B, LLC,
a Delaware limited liability company

BY: _____
Susan Dell’Osso
President

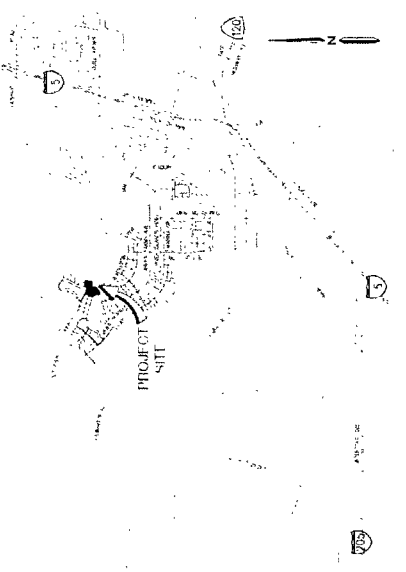
Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4072 Village NN2”

EXHIBIT "A"

FINAL MAP - TRACT 4072

**TRACT 4072
RIVER ISLANDS - STAGE 2B
VILLAGE NN2**

A PORTION OF RANCHO EL PESQUERO, BEING
A SUBDIVISION OF PARCEL 7 OF TRACT 4032 (435-142) AND
PARCELS 1, 2, 3, 4 & 4 OF TRACT 4071 (441 MAP 109)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
APRIL 2022



VICINITY MAP
NOT TO SCALE

OWNER'S STATEMENT

THE UNDERSIGNED, DOES HEREBY STATE THAT THEY ARE THE OWNER(S) OF HAVE SOME FRODO TITLE INTEREST IN THE LAND DESIGNATED AND EMPACED WITHIN THE EXTERIOR BOUNDARY LINE OF THE HERIN EMBOSSED FINAL MAP ENTITLED "TRACT 4072, RIVER ISLANDS-STAGE 2B, VILLAGE NN2, CITY OF LATHROP, CALIFORNIA, PARCELS 1, 2, 3, 4 & 4 OF TRACT 4071 (441 MAP 109)", WHICH HEREBY CONSENTED 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 DESIGNATED AS AN EASEMENT FOR PUBLIC PURPOSES:

1. TO THE CITY OF LATHROP FOR PUBLIC RIGHT-OF-WAY PURPOSES, THOSE PORTIONS OF 340 LAKES DESIGNATED ON SAID MAP AS GAZELAND 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 "EULE" (PUBLIC UTILITY EASEMENT).

THE UNDERSIGNED DOES HEREBY RECONVEY TO THE CITY OF LATHROP ALL ARBITRARY RIGHT OF ACCESS TO LOTS 5, 6, 13, 14, 22, 26, 27, 30, 33, AND 35 ALONG THE LOT LINES AS INDICATED BY THE SWAPS.

TO PROVIDE MUNICIPAL WATER SERVICES TO ALL LOTS SHOWN UPON THIS MAP. ALL GROUND WATER RIGHTS THAT THE UNDERSIGNED MAY HAVE WITHIN THE DISTRICT BOUNDARY UPON THIS MAP, HEREBY ARE DELEGATED TO THE CITY OF LATHROP.

THE UNDERSIGNED DOES HEREBY RECONVEY PARCEL A AS SHOWN ON THIS MAP. SAID PARCEL IS NOT DEDICATED HEREON, BUT WILL BE CONVEYED TO ISLAND RECLAMATION DISTRICT NO. 2062 BY SEPARATE DOCUMENT SUBSEQUENT TO THE FILING OF THIS FINAL MAP.

OWNER: RIVER ISLANDS STAGE 2B, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: NAME: SUSAN BELLUSSO, LANE DAY OF _____ 2022
TITLE: PRESIDENT

TRUSTEE'S STATEMENT

OLD REPUBLIC TITLE COMPANY, AS TRUSTEE, UNDER THE DATED UPON THIS RECORDS DECEMBER 26, 2018, DOCUMENT NUMBER 2018-180373 AND EVIDENCE NUMBER 2018-180373, FILED ON DECEMBER 26, 2018, BY DOCUMENT NUMBER 2020-048036, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

BY: NAME: _____ DAY OF _____ 2022
TITLE: _____

ACKNOWLEDGEMENT CERTIFICATE (OWNER)

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE ASSURES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN

ON _____ DAY OF _____ 2022 BEFORE ME,
A NOTARY PUBLIC, PERSONALLY APPEARED _____ WHO PROVED TO
ME TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO
THE WITHIN INSTRUMENT, AND TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO
THE WITHIN INSTRUMENT, AND THAT HE/SHE/IT ONLY EXECUTED THE SAME IN HIS/HER/HIS/HER
AUTHORIZED CAPACITY(ITIES), AND THAT HE/SHE/IT WAS FULLY CAPABLE OF UNDERSTANDING THE INSTRUMENT,
THE INSTRUMENT UPON BEHALF OF WHICH THE PERSON(S) AIDED, EXECUTED THE INSTRUMENT,
I DEEMED 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 _____
OFFICIAL TITLE _____
MY COMMISSION NUMBER _____

CITY CLERK'S STATEMENT

TERESA WOODSON, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, STATE OF CALIFORNIA, HAS REVIEWED THE EMBOSSED MAP ENTITLED "TRACT 4072 RIVER ISLANDS-STAGE 2B, VILLAGE NN2" IN ACCORDANCE WITH THE PROVISIONS OF THE CITY CHARTER. THIS STATEMENT WAS PRESENTED TO SAID CITY COUNCIL AS PROVIDED BY LAW AT A MEETING HEREBY HELD ON _____ DAY OF _____ 2022, AND THAT SAID CITY COUNCIL DID THEREUPON BY RESOLUTION NO. _____ ONLY PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP AND AUTHORIZED ITS RECORDATION, AND ACCEPTED ON BEHALF OF THE CITY OF LATHROP, THE RECORDED INSTRUMENT AND THE INSTRUMENTS TO WHICH SAID MAP IS REFERRED. SAID CITY COUNCIL HAS REVIEWED THE INSTRUMENTS TO WHICH SAID MAP IS REFERRED, AND HAS REVIEWED THE INSTRUMENTS TO WHICH SAID MAP IS REFERRED, AND HAS REVIEWED THE INSTRUMENTS TO WHICH SAID MAP IS REFERRED.

I HEREBY STATE THAT ALL FORMS 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 WOODSON
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 ASSURES 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 INSTRUMENT.

STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN

ON _____ DAY OF _____ 2022 BEFORE ME,
A NOTARY PUBLIC, PERSONALLY APPEARED _____ WHO PROVED TO
ME TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO
THE WITHIN INSTRUMENT, AND THAT HE/SHE/IT ONLY EXECUTED THE SAME IN HIS/HER/HIS/HER
AUTHORIZED CAPACITY(ITIES), AND THAT HE/SHE/IT WAS FULLY CAPABLE OF UNDERSTANDING THE INSTRUMENT,
THE INSTRUMENT UPON BEHALF OF WHICH THE PERSON(S) AIDED, EXECUTED THE INSTRUMENT,
I DEEMED 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 _____
OFFICIAL TITLE _____
MY COMMISSION NUMBER _____

EXEMPT FROM FEE PER DOCUMENT CODE 23291; DOCUMENT
RECORDED IN CONNECTION WITH A CONCURRENT TRANSFER SUBJECT TO
THE IMPROVEMENT DOCUMENTARY TRANSFER TAX

SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

THIS MAP CONFORMS TO AMENDED TENTATIVE MAP NO. 3094 APPROVED BY THE PLANNING COMMISSION.

DATED THIS _____ DAY OF _____ 2022

TERESA WOODSON
CITY ENGINEER/PLANNING DEVELOPMENT DIRECTOR

CITY ENGINEER'S STATEMENT

I, JANE DEPAOLI, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA AND THAT I HAVE REVIEWED THE INSTRUMENTS TO WHICH SAID MAP IS REFERRED, AND THAT SAID INSTRUMENTS COMPLY WITH ALL APPLICABLE PROVISIONS OF THE CALIFORNIA STATE SUBDIVISION MAP ACT AND APPLICABLE ORDINANCES OF THE CITY OF LATHROP, AND ANY AMENDMENTS HERETO, APPLICABLE AT THE TIME OF APPROVAL OF SAID TENTATIVE MAP.

DATED THIS _____ DAY OF _____ 2022

JANE DEPAOLI
CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA



RECORDERS STATEMENT

FILED THIS _____ DAY OF _____ 2022, AT _____
IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____ AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.
RFT

TERESA WOODSON
ASSISTANT/DEPUTY RECORDER
SAN JOAQUIN COUNTY, CALIFORNIA

CITY SURVEYORS STATEMENT

DARRIN A. ALEXANDER, HEREBY STATE THAT HE HAS EXAMINED THIS FINAL MAP OF "TRACT 4072, RIVER ISLANDS - STAGE 2B VILLAGE NN2" AND THAT HE IS NOT AWARE OF ANY ERRORS OR OMISSIONS THAT WOULD MAKE THIS MAP BE TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2022.

DARRIN A. ALEXANDER, P.L.S. 5074
ACTING CITY SURVEYOR



SURVEYORS STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF PAVE RIVER ISLANDS DEVELOPMENT, LLC, ON FEBRUARY 1, 2022. I HEREBY STATE ALL THE WORKING DATA AND INFORMATION ON WHICH THIS MAP IS BASED WERE OBTAINED FROM THE PROPERTY OWNER AND THAT THE PROPERTY OWNER HAS BEEN ADVISED OF THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AND HAS BEEN ADVISED THAT THIS MAP WILL BE SUBJECT TO THE APPROVED AMENDED ASTING TENTATIVE MAP.

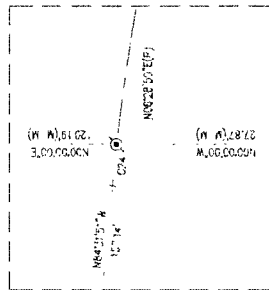
DATED THIS _____ DAY OF _____, 2022.

DYLAN GRAMFORD, P.L.S. 7878



**TRACT 4072
RIVER ISLANDS - STAGE 2B
VILLAGE NN2**

A PORTION OF RANCHO EL ESCOBADERO, BEING
SUBDIVISION OF PARCELS 7 OF TRACT 4072, (43 MAP 142) AND
PARCELS 1, 2, 3, 4, 5 OF TRACT 4071 (43 MAP 162)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
APRIL 2022



DETAIL FROM SHEET 3
NOT TO SCALE

REFERENCES

- (R1) TRACT 4322, RIVER ISLANDS-STAGE 2B, LARGE LOT FINAL MAP, FILED OCTOBER 8, 2020, IN BOOK 43 OF MAPS AND PLATS, PAGE 162, S.J.C.R. (43 MAP 142)
- (R2) TRACT 4063, RIVER ISLANDS-STAGE 2B, VILLAGE 022, FILED SEPTEMBER 22, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 166, S.J.C.R. (43 MAP 162)
- (R3) TRACT 4063, RIVER ISLANDS-STAGE 2B, VILLAGE EE, FILED FEBRUARY 17, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 162, S.J.C.R. (43 MAP 160)
- (R4) TRACT 4062, RIVER ISLANDS-STAGE 2B, VILLAGE JJ, FILED JANUARY 29, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 161, S.J.C.R. (43 MAP 157)
- (R5) TRACT 4055, RIVER ISLANDS-STAGE 2B, VILLAGE GG, FILED JANUARY 29, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 156, S.J.C.R. (43 MAP 156)
- (R6) TRACT 4071, RIVER ISLANDS-STAGE 2B, VILLAGE NN, FILED MAY 4, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 166, S.J.C.R. (43 MAP 166)
- (R7) TRACT 4103, RIVER ISLANDS-STAGE 2B, VILLAGE MM, FILED AUGUST 31, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 182, S.J.C.R. (43 MAP 183)

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:

- 1. RECLAIMED ISLAND (LAND COMPANY, RECREATION FOR CIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES) LYING BELOW A DEPTH OF 100 FEET, PER DOCUMENT NUMBER 2001-01046177, SALES OF SACRAMENTO AND SAN JOAQUIN DRAMA AND DISTRICT, FOOD CONTROL, WAINO PER VOLUME 2084 OF OFFICIAL RECORDS, PAGE 583, S.J.C.R. (LOCATION NOT DETERMINED)

LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEET 3 ONLY

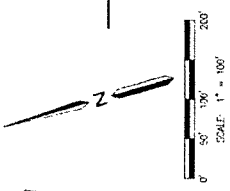
LINE	DIRECTION	LENGTH	CURVE RADIUS	CE:TA	LEN:3M	DELTA	LENGTH
L1	N72°36'05"E	178.08'					
L2	N02°00'00"E	146.00'					
L3	N02°00'00"E	27.87'					
L4	N02°00'00"E	120.19'					
L5	N85°51'53"W	85.37'					
L6	N02°00'00"E	51.95'					
L7	N88°44'12"E	171.10'					
L8	N84°31'51"W	197.14'					
L9	N73°36'05"E	33.37'					
L10	N72°36'05"E	23.09'					
L11	N81°59'57"W	41.36'					
L12	N24°00'00"W	59.07'					
L13	N95°51'53"W	58.03'					
L14	N34°07'12"W	55.68'					
L15	N40°39'05"W	58.12'					
L16	N40°39'05"W	58.15'					
L17	N40°39'05"W	58.00'					
L18	N74°28'01"W	47.93'					
L19	N19°00'45"E	34.86'					
L20	N64°31'51"W	06.82'					
L21	N60°49'58"W	34.64'					
L22	N47°44'05"E	37.00'					
L23	N64°31'51"W	98.89'					
L24	N55°54'15"W	37.65'					
L25	N39°19'49"E	112.10'					
L26	N60°20'00"W	11.11'					
L27	N71°39'53"E	96.00'					
L28	N65°51'53"W	28.24'					
L29	N41°41'53"W	34.84'					
L30	N49°58'19"E	34.84'					
L31	N65°51'53"W	31.26'					
L32	N60°20'02"E	27.10'					
L33	N29°19'58"E	98.00'					
L34	N61°15'57"W	55.00'					
C1	S67°08'21"W	95.00'	450.00'	12°57'30"	101.77'		
C2	N73°19'44"W	55.00'	450.00'	31°15'30"	245.55'		
C3	N80°33'07"W	55.00'	393.00'	33°13'51"	174.00'		
C4	N65°33'17"W	75.57'	450.00'	28°05'33"	220.64'		
C5	N133°53'15"E	111.61'	2000.00'	41°07'07"	144.35'		
C6	N64°09'59"W	71.15'	2000.00'	16°44'15"	594.25'		
C7	N10°50'13"W	63.89'	600.00'	25°31'50"	267.36'		
C8	N65°52'76"E	68.74'	400.00'	13°42'26"	95.69'		
C9	N73°53'14"W	82.37'	650.00'	10°03'44"	143.28'		
C10	N73°52'07"E	19.73'	650.00'	17°43'33"	263.05'		
C11	N60°28'13"W	107.78'	675.00'	13°34'41"	159.96'		
C12	N60°11'09"W	59.76'	675.00'	35°43'37"	192.33'		
C13	N76°19'41"W	87.25'	415.00'	6°45'17"	48.96'		
C14	N10°00'00"E	59.14'	705.00'	9°25'06"	111.90'		
C15	N60°20'02"E	13.77'	270.00'	20°00'00"	136.67'		
C16	N16°16'14"E	41.70'	330.00'	30°24'18"	175.12'		
C17	S75°00'	1497.00'	1497.00'			183.98'	
C18	S20°00'	227.59'	2039.00'			87.60'	
C19	S65°00'	2531.00'	2531.00'			251.76'	
C20	S20°00'	201.33'	201.33'			71.77'	
C21	S19°00'	271.35'	1970.00'			75.41'	
C22	S19°00'	212.26'	1965.00'			71.41'	
C23	S19°00'	079.50'	1965.00'			25.99'	
C24	S20°00'	110.40'	200.00'			5.29'	

4. BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, OPRD NUMBER 121402402-1P (VERSION 4), DATED MARCH 4, 2022, PROVIDED BY OLD MOUNTAIN TITLE COMPANY.

TRACT 4072 AREA SUMMARY	
LOT 1 THROUGH 43	6.05 AC±
STREET DEDICATION	0.42 AC±
PARCEL A	0.14 AC±
TOTAL	7.71 AC±

TRACT 4072 RIVER ISLANDS - STAGE 2B VILLAGE NN2

A PORTION OF PARCIO EL PESQUERO, BEING
A SUBDIVISION OF PARCEL 7 OF TRACT 4032 (43-142) AND
PARCELS 1, 2, 3 & 4 OF TRACT 4071 (43 MAP 186)
CITY OF LAHROP, SAN JOAQUIN COUNTY, CALIFORNIA
APRIL, 2022



LEGEND

- ▲ FOUND 2-1/2" BRASS DISK STAMPED "P.C. 7788" (R1)
- ⊙ FOUND MONUMENT PER (R6)
- ⊙ FOUND MONUMENT PER (R1)
- ⊙ FOUND MONUMENT PER (R4)
- ⊙ FOUND MONUMENT PER (R2)
- FOUND 3/4" 80# PIPE WITH GAS STAMPED "B.S. 7788" PER (R1), (R2), (R4) AND (R6), RESPECTIVELY
- RESTRICTED ACCESS
- BOUNDARY
- LOT, LINC OR RIGHT-OF-WAY LINE
- EASEMENT LINE
- CENTERLINE
- MEASURED AND RECORD DATA PER REFERENCE (R1)
- REFUTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2
- MONUMENT TO MONUMENT
- MONUMENT TO BOUNDARY
- MONUMENT TO CENTERLINE INTERSECTION
- RADIAL BEARING
- TOTAL
- DATE
- DOCUMENT NUMBER
- PUBLIC UTILITY EASEMENT
- WITNESS CORNER
- W.C.
- LINE, CURVE, RADIAL LINE
- 11/17/11
- EASEMENT REFERENCE NUMBER (SEE THIS SHEET)

NOTES

- 1 SEE SHEET 7 FOR REFERENCES
- 2 SEE SHEET 2 FOR LINE AND CURVE TABLES

EASEMENT NOTE

- ⊙ EXISTING PUBLIC UTILITY EASEMENT (P.U.E.) IN FAVOR OF CITY OF LAHROP PER TRACT 4071 VILLAGE NN1 (43 MAP 186).

BASIS OF BEARINGS

THE BEARING OF NORTH 60°02'02" WEST BETWEEN FOUND MONUMENTS ALONG IRISH MEADOW WAY AS SHOWN ON RIVER ISLANDS PARKWAY PER TRACT 4027, FILED AT OFFICE OF THE COUNTY CLERK, SAN JOAQUIN COUNTY, CALIFORNIA, AND THE BEARING OF NORTH 60°02'02" WEST BETWEEN FOUND MONUMENTS ALONG IRISH MEADOW WAY AS SHOWN ON THIS MAP (ZONE 3, NAD83). ALL DISTANCES SHOWN HEREIN ARE GROUND DISTANCES.

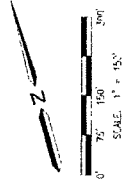


TRACT 4072 RIVER ISLANDS - STAGE 2B VILLAGE NN2

A PORTION OF RANCHO EL PISCAUERO, BEING
A SUBDIVISION OF PARCELS 7 OF TRACT 4070 (43-142) AND
PARCELS 1, 2, 3, & 4 OF TRACT 4071 (43-146) (66)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
APRIL, 2022

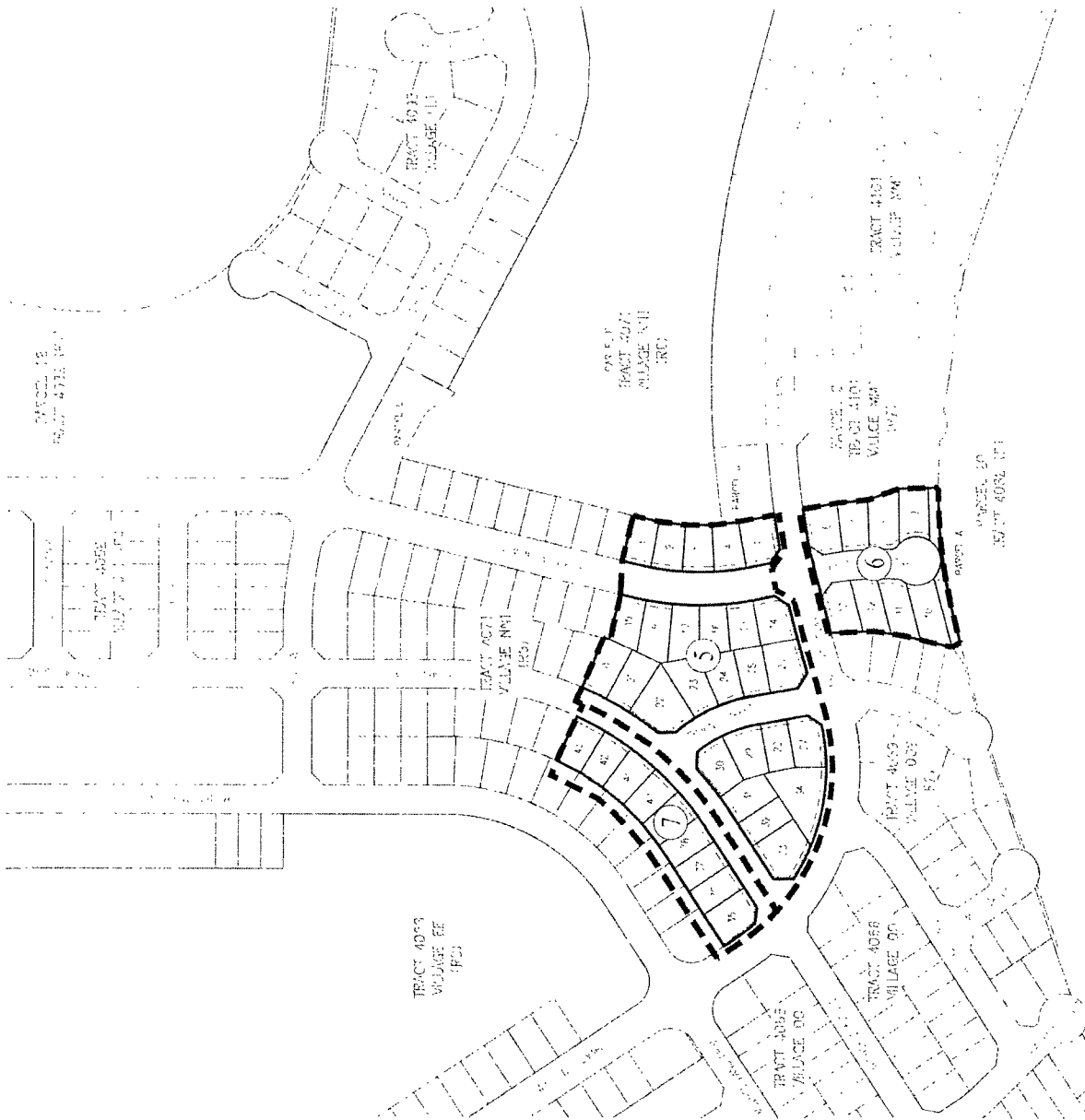


SHEET INDEX



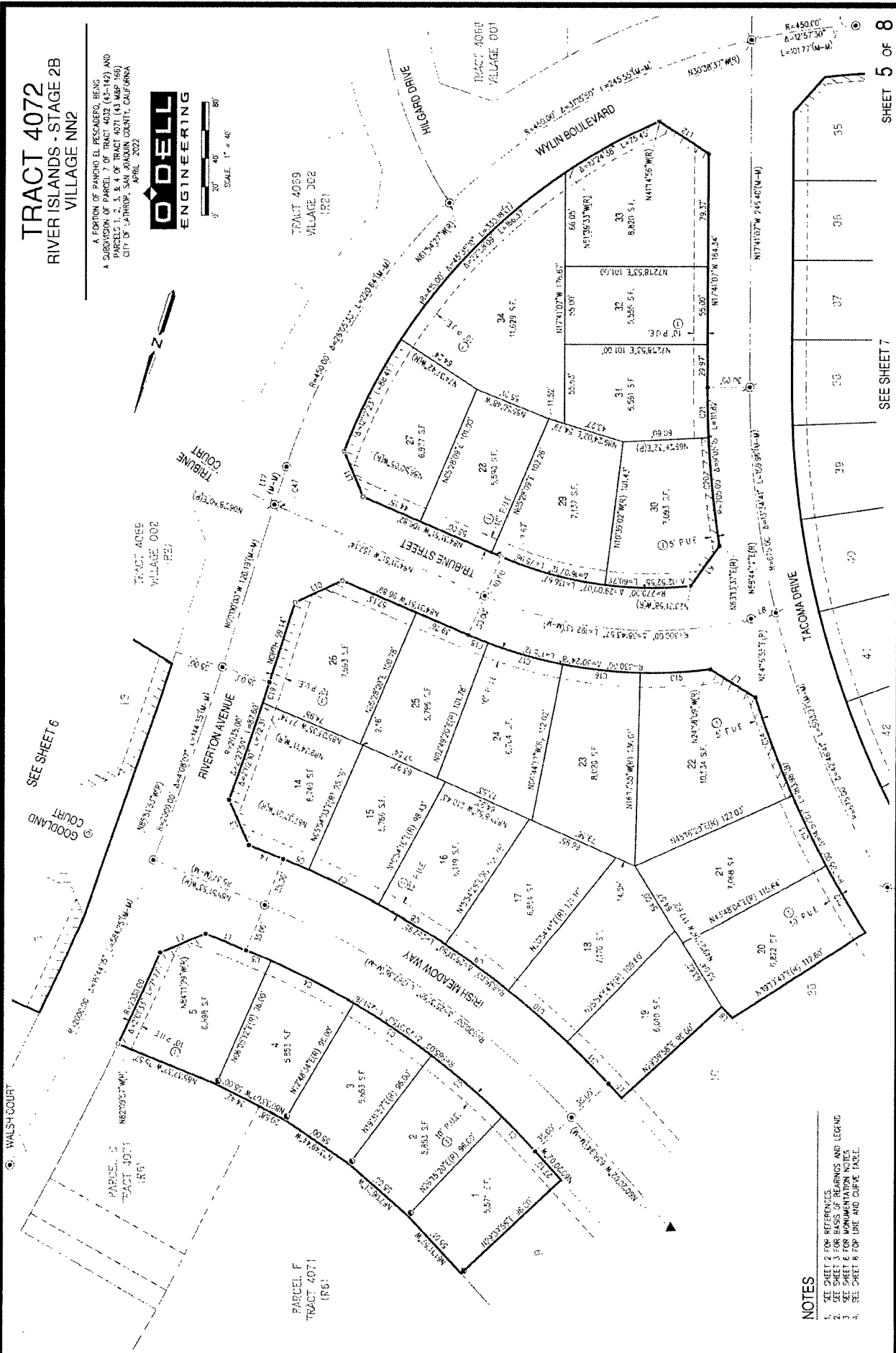
LEGEND

- BOUNDARY
- 1" LINE
- - - EXISTING ROADWAY EXHAUST
- ⑦ SHEET RUMPLE
- - - SHEET UNIT LINE
- RESTRICTED ACCESS



TRACT 4072 RIVER ISLANDS - STAGE 2B VILLAGE NN2

A PORTION OF PARCEL EL PASO, BEING
A SUBDIVISION OF TRACT 4072 (43-14) AND
PARCELS 1, 2, 3, & 4 OF TRACT 4071 (43 MAP 186)
CITY OF JARVIS, SAN JOAQUIN COUNTY, CALIFORNIA
APRIL, 2022

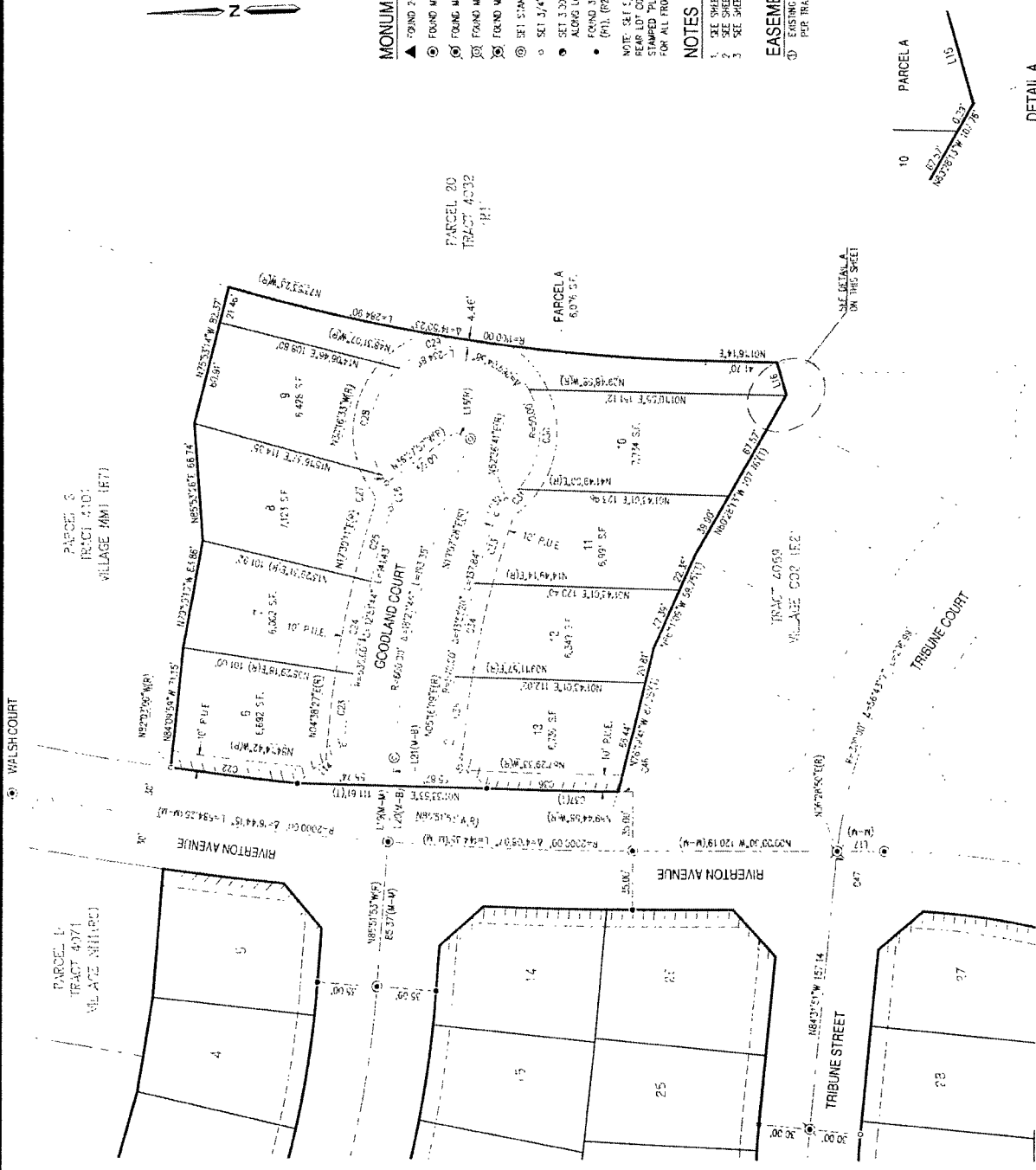
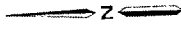


NOTES

1. SEE SHEET 2 FOR REFERENCES.
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND.
3. SEE SHEET 4 FOR DIMENSIONAL NOTES.
4. SEE SHEET 5 FOR DUE AND COMPE FACIL.

TRACT 4072 RIVER ISLANDS - STAGE 2B VILLAGE NIN2

A PORTION OF RANCHO EL PESQUERO, BEVS
A SUBDIVISION OF PARCEL 7 OF TRACT 4032 (41-142) AND
PARCELS 1, 2, 3, & 4 OF TRACT 4071 (43 MAP 166)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
APRIL 2022



MONUMENTATION NOTES

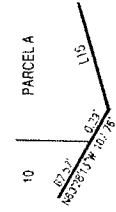
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788" (R1)
 - ⊙ FOUND MONUMENT PER (R1) AND (R7)
 - ⊙ FOUND MONUMENT PER (R6)
 - ⊙ FOUND MONUMENT PER (R4)
 - ⊙ FOUND MONUMENT PER (R2)
 - ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
 - ⊙ SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
 - ⊙ SET 3.30" WIRELESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE, 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
 - FOUND 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788" PER (R1), (R2), (R3), (R4) AND (R5), RESPECTIVELY.
- NOTE: SET 1/4" 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 SUREWALK 1.00' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS.

NOTES

1. SEE SHEET 2 FOR REFERENCES.
2. SEE SHEET 3 FOR DATA OF BEARINGS AND LENGTHS.
3. SEE SHEET 8 FOR LINE AND CURVE TABLE.

EASEMENT NOTE

1. EXISTING PUBLIC UTILITY EASEMENT (P.U.E.), IN FAVOR OF CITY OF LATHROP PER TRACT 4071 VILLAGE INT. (43 MAP 166)



DETAIL A
NOT TO SCALE

SEE SHEET 5

TRACT 4072
RIVER ISLANDS - STAGE 2B
VILLAGE NIN2

A PORTION OF RANCHO E. PESCADERO, BEING
 A SUBDIVISION OF PARCEL 7 OF TRACT 4032 (43-142) AND
 PARCELS 1, 2, 3, & 4 OF TRACT 4071 (43 MAP 166)
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
 APRIL 2022



LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 1, 2 THROUGH 4 ONLY

LINE	DIRECTION	LENGTH
L1	N65°57'13"W	31.25
L2	S40°58'08"E	34.84
L3	N41°01'57"W	34.84
L4	N65°58'53"W	26.74
L5	N82°02'02"W	13.77
L6	S62°20'02"W	11.31
L7	N75°24'15"W	37.67
L8	S58°44'27"E	17.63
L9	N10°50'45"E	34.96
L10	N47°44'25"E	37.00
L11	N40°40'58"W	24.64
L12	N74°22'37"W	41.53
L13	N23°26'02"E	33.21
L14	N39°40'08"W	25.79
L15	N48°53'18"E	36.10
L16	N73°52'07"E	19.23
L17	N06°02'02"E	27.90
L18	S22°35'46"W	10.00
L19	N85°11'53"W	59.30
L20	N85°01'17"W	33.29
L21	N85°11'53"W	59.71

CURVE	RADIUS	DELTA	LENGTH
C1	565.00	274.38°	43.54
C2	955.00	84.723°	66.30
C3	565.00	84.723°	66.30
C4	565.00	84.723°	66.30
C5	565.00	75.714°	69.24
C6	634.00	94.550°	89.56
C7	634.00	59.913°	58.45
C8	634.00	59.913°	58.45
C9	634.00	30.913°	58.45
C10	634.00	30.913°	58.45
C11	634.00	34.000°	41.57
C12	703.00	42.916°	58.00
C13	703.00	42.916°	58.00
C14	703.00	85.000°	73.00
C15	330.00	83.914°	49.25
C16	330.00	93.337°	55.30
C17	330.00	93.337°	55.30
C18	330.00	70.849°	55.30
C19	290.00	67.546°	55.22
C20	290.00	67.546°	55.22

CURVE	RADIUS	DELTA	LENGTH
C21	200.00	232.70°	35.35
C22	190.00	211.35°	28.41
C23	630.00	330.81°	45.31
C24	630.00	570.15°	50.00
C25	630.00	470.40°	44.00
C26	17.00	53.500°	18.00
C27	80.00	611.24°	54.00
C28	50.00	204.40°	68.26
C29	50.00	101.2955°	82.72
C30	50.00	117.780°	82.51
C31	50.00	104.741°	9.42
C32	17.00	337.913°	9.94
C33	570.00	118.05°	12.82
C34	570.00	537.16°	15.92
C35	870.00	375.40°	39.10
C36	1965.00	275.16°	77.41
C37	1965.00	230.21°	86.03
C38	51.00	97.0000°	86.33
C39	44.00	64.017°	49.50
C40	545.00	222.21°	76.71

CURVE	RADIUS	DELTA	LENGTH
C41	645.00	533.10°	86.53
C42	645.00	53.35°	86.34
C43	645.00	533.38°	86.40
C44	645.00	53.751°	85.77
C45	645.00	248.10°	85.30
C46	1965.00	075.925°	8.50
C47	306.00	100.46°	5.23

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4072 Village NN2”

EXHIBIT "B"

TRACT 4072 VILLAGE “NN2” AREA

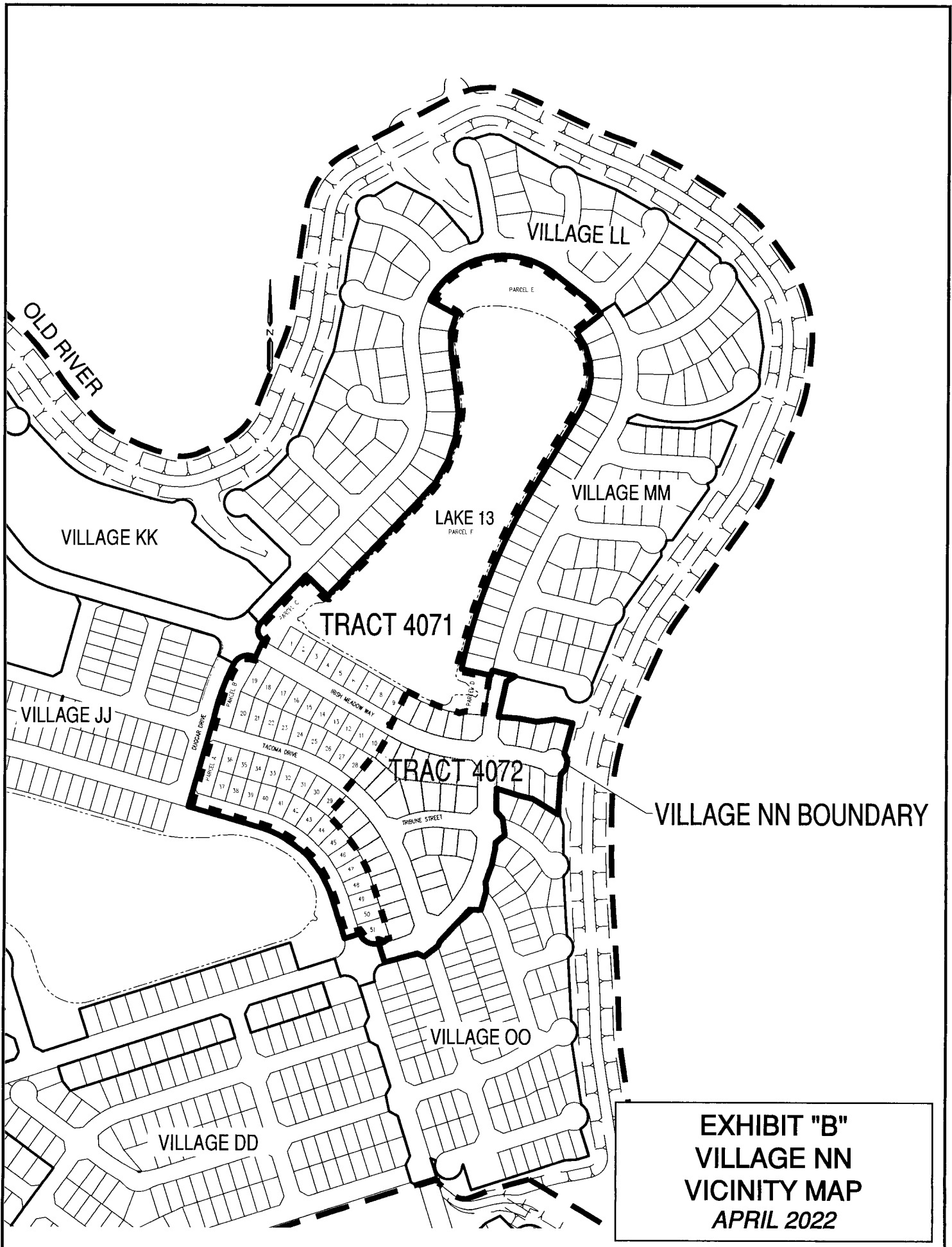


EXHIBIT "B"
VILLAGE NN
VICINITY MAP
APRIL 2022

EXHIBIT "C"

CITY INSURANCE REQUIREMENTS

1. The Subdivider shall obtain commercial general liability insurance companies licensed to do business in the State of California with an A.M. Best Company rating Insurance rating of no less than A:VII which provides coverage for bodily injury, personal injury and property damage liability in the amount of at least \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.

Said insurance coverage shall be evidenced by a certificate of insurance with policy endorsements, executed by an authorized official of the insurer(s). All parties to the Subdivision Improvement Agreement must be named insured on the policy. The policy endorsements to be attached to the certificate must provide all the following:

a. Name the City of Lathrop, its officers, City Council, boards and commissions, and members thereof, its employees and agents as additional insured as respects to any liability arising out of the activities of the named insured. A CG 2010 or CG 2026 endorsement form or the equivalent is the appropriate form.

b. State that “the insurance coverage afforded by this policy shall be primary insurance as respects to the City of Lathrop, its officers, employees and agents. Any insurance or self-insurance maintained by the City of Lathrop, its officers, employees, or agents shall be in excess of the insurance afforded to the named insured by this policy and shall not contribute to any loss.

c. Include a statement that, “the insurer will provide to the City at least thirty (30) days prior notice of cancellation or material change in coverage.” The above language can be included on the additional insured endorsement form or on a separate endorsement form.

d. The policy must contain a cross liability or severability of interest clause.

e. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/05/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 333 S Hope St Ste 3750 Los Angeles CA 90071 License#: 0C36861 RIVEISL-01	CONTACT NAME: Michelle Sanchez PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: Michelle.Sanchez@alliant.com <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : United Specialty Insurance Com</td> <td style="text-align: center;">12537</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : United Specialty Insurance Com	12537	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER: 128769022** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y		ATN2117764P	3/19/2021	3/19/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: FM 4072
 City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents are included as Additional Insureds as respects to General Liability. General Liability shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by City of Lathrop, its officers, employees and agents.

CERTIFICATE HOLDER **CANCELLATION**

City of Lathrop 390 Towne Centre Drive Lathrop CA 95330	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE </p>
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents 390 Towne Centre Drive Lathrop, CA 95330	As Required By Written Contract, Fully Executed Prior To The Named Insured's Work
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

United Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 051 00 (02/20)

PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** of the **COMMERCIAL GENERAL LIABILITY COVERAGE PART**, and supersedes any provision to the contrary:

Primary and Non-Contributory Insurance

Any coverage provided to an Additional Insured under this policy shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless:

- a. (1) The Additional Insured is a Named Insured under such other insurance;
and
 - (2) A fully written contract fully executed prior to the Named Insured's commencement of work for such Additional Insured for the specific project that is the subject of the claim, "suit," or "occurrence" expressly requires that this insurance:
 - (i) apply on a primary and non-contributory basis;
and
 - (ii) would not seek contribution from any other insurance available to the additional insured.
- or
- b. Prior to a loss, you request in writing and we agree in writing that this insurance shall apply on a primary and non-contributory basis.

Name Of Person(s) Or Organization(s)
As Required By Written Contract, Fully Executed Prior To The Named Insured's Work.

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

Policy: ATN217764P

UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 064 00 (01/15)

THIRD PARTY CANCELLATION NOTICE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

If we cancel this policy for any reason other than nonpayment of premium, we will mail notification to the persons or organizations shown in the schedule below (according to the number of days listed below) once the Named Insured has been notified.

If we cancel this coverage for nonpayment of premium, we will mail a copy of such written notice of cancellation to the name and address below at least 10 days prior to the effective date of such cancellation.

Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE

Name and Address of Other Person/Organization

**City of Lathrop, its officers, City Council,
boards and commissions and members thereof,
its employees and agents
390 Towne Centre Drive
Lathrop, CA 95330**

Number of Days Notice

30

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4072 Village NN2”

EXHIBIT "D"

**UNFINISHED IMPROVEMENT COST ESTIMATE
AND VILLAGE “NN” – FULL IMPROVEMENT COST**

ENGINEER'S BOND ESTIMATE
COST TO COMPLETE
RIVER ISLANDS - Stage 2B
VILLAGE NN (94 LOTS)
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

February 12, 2021
 Job No.: 25503-54

Item	Description	Quantity	Unit	Unit Price	Amount
1	Sanitary Sewer Raising Iron & Setting SSCO boxes <i>(0% Completion)</i>	1	LS	\$ 50,400.00	\$ 50,400.00
2	Storm Drain Raising Iron <i>(0% Completion)</i>	1	LS	\$ 2,400.00	\$ 2,400.00
3	Domestic Water Raising Iron & Setting Water Boxes <i>(0% Completion)</i>	1	LS	\$ 50,900.00	\$ 50,900.00
4	Non-Potable Water Raising Iron & Setting Water Boxes <i>(0% Completion)</i>	1	LS	\$ 3,300.00	\$ 3,300.00
5	Lake Fill Raising Iron <i>(0% Completion)</i>	1	LS	\$ 500.00	\$ 500.00
6	Joint Trench <i>(70% Completion)</i>	1	LS	\$ 187,900.00	\$ 187,900.00
7	Striping & Mounments <i>(0% Completion)</i>	1	LS	\$ 22,500.00	\$ 22,500.00
TOTAL COST TO COMPLETE					\$ 317,900.00

Notes:

- 1) Estimate for cost to complete based on contractor's note for Village NN dated 02/11/2021



OPINION OF PROBABLE COST

River Islands Parkway - Village "NN"

Lathrop, CA

100% Submittal

1/22/2021

ITEM DESCRIPTION	UNIT	QUANT.	UNIT COST	AMOUNT
A. Site Preparation				
1 Site Grading (Fine)	SF	48,794	\$0.50	\$24,397.00
SUB-TOTAL				\$24,397.00
B. Flatwork / Surfacing / Walls				
1 12" Concrete Mow Curb	LF	1,411	\$12.00	\$16,932.00
2 Natural colored 6" Conc. Flatwork	SF	3,618	\$6.00	\$21,708.00
1 Cobbles/Boulders	SF	208	\$2.20	\$457.60
2 Cobble set in Concrete	SF	789	\$10.00	\$7,890.00
4 Permaloc Edging	LF	72	\$10.00	\$720.00
1 Bench	EA	6	\$2,905.00	\$17,430.00
SUB-TOTAL				\$65,137.60
D. Planting				
1 1 Gallon Shrubs	EA	2,593	\$8.25	\$21,392.25
2 15 Gallon Trees	EA	78	\$120.00	\$9,360.00
3 Sod - Lawn Grass	SF	12,366	\$0.40	\$4,946.40
4 Soil Conditioning & Amendments	SF	42,686	\$0.30	\$12,805.80
5 Bark	SF	30,321	\$0.25	\$7,580.25
6 Root Barrier	LF	1,360	\$6.00	\$8,160.00
SUB-TOTAL				\$64,244.70
E. Irrigation Controls & Distribution				
1 18" o.c. In-line Drip Tubing Irrigation System	LF	23,200		
2 Flush cap & Valve Box	EA	76		
3 Operation Indicator	EA	76		
4 PVC Ball Valve	EA	26		
5 2" Gate Valve	EA	4		
6 Tree RWS System	EA	158		
7 6" Pop-Up Rotary Nozzle	EA	134		
8 QF Header (10-18/10-12)	LF	530		
9 3/4" Lateral Line	LF	4,872		
10 1" Lateral Line	LF	1,392		
11 1-1/4" Lateral Line	LF	696		
12 1-1/2" Main Line	LF	156		
13 2" Main Line	LF	1,044		
14 1" conduit for control wires	LF	1,200		
15 14-2 Maxi-Cable	LF	1,392		
16 1" Valves, Boxes & Decoders	EA	11		
17 1-1/2" Valves, Boxes & Decoders	EA	9		
18 1" Valves/Filter, Boxes & Decoders	EA	22		
19 3/4" Quick Couplers	EA	8		
20 Irrigation Sub-Total	SF	42,686	\$2.02	\$86,225.72
SUB-TOTAL				\$86,225.72

TOTAL **\$240,005.02**

10% Contingency **\$24,000.50**

Construction Total **\$264,005.52**

Original Budget (2018-06-22)	
\$350,944	
Red=over budget / Green=under budget	
VIL NN (Pkwy Strips (9,428 @ \$8/sf):	\$75,424.00
VIL NN (A143):	\$116,240.00
VIL NN (A144):	\$159,280.00
Total:	\$350,944.00
\$86,938	

NOTES:

1. _____

Items not included as a part of this estimate:

A. Permits

B. Utility Fees

C. City fees, bond fees

D. Engineering/design fees

E. Soils engineering cost

F. Erosion control & siltation cost, SWPPP

G. Landscaping Fees

H. Joint trench

I. Easement acquisitions

J. Power Pole Relocation

2.

This is a preliminary estimate only and not to be used as a bidding quantity sheet



OPINION OF PROBABLE COST

River Islands Stage 2B - Village NN Pocket Parks (N45 & N46)

Lathrop, CA

100% Submittal

2/17/2021

ITEM DESCRIPTION	UNIT	QUANT.	UNIT COST	AMOUNT
A. Site Preparation				
1 Site Grading (Fine)	SF	56,512	\$0.95	\$53,686.40
SUB-TOTAL				\$53,686.40
B. Flatwork / Surfacing				
1 12" Concrete Mow Curb	LF	1,011	\$20.00	\$20,220.00
2 Natural colored 6" Conc. Flatwork	SF	4,179	\$12.00	\$50,148.00
3 Wood Perimeter Fence	LF	305	\$32.00	\$9,744.00
4 Pilaster	LF	8	\$1,000.00	\$8,000.00
5 4"X6" Washed River Gravel	SF	122	\$5.50	\$671.00
SUB-TOTAL				\$88,112.00
C. Furnishings / Equipment / Structures				
1 Benches	EA	8	\$1,015.00	\$8,120.00
2 Trash Receptacles	EA	4	\$575.00	\$2,300.00
3 Recycling Receptacles	EA	4	\$575.00	\$2,300.00
4 Picnic Table - Rectangular	EA	1	\$685.00	\$685.00
5 Removable Bollard	EA	3	\$2,000.00	\$6,000.00
6 Arbor	EA	1	\$15,000.00	\$15,000.00
SUB-TOTAL				\$34,405.00
C. Planting				
1 Drill Seed Lawn	SF	21,794	\$0.06	\$1,307.64
2 1 Gallon Shrubs	EA	2,337	\$9.70	\$22,668.90
3 15 Gallon Trees	EA	65	\$113.00	\$7,345.00
4 Soil Conditioning & Amendments	SF	51,322	\$0.20	\$10,264.40
5 Bark	SF	29,528	\$0.21	\$6,200.88
6 Root Barrier	LF	840	\$3.70	\$3,108.00
SUB-TOTAL				\$50,894.82
D. Irrigation Controls & Distribution				
1 Irrigation Sub-Total	SF	51,322	\$1.55	\$79,549.10
SUB-TOTAL				\$79,549.10

TOTAL \$306,647.32

10% Contingency \$30,664.73

Construction Total \$337,312.05

Original Budget (2018-06-22)	
\$558,675	
Red=over budget / Green=under budget	
Lake 13 - PP (P45)	\$335,400.00
Lake 13 - PP (P46)	\$209,100.00
Lake 13 - Lake Edge LS	\$14,175.00
Total	\$558,675.00

\$221,363

NOTES:

1. _____

Items not included as a part of this estimate:

- A. Permits
- B. Utility Fees
- C. City fees, bond fees
- D. Engineering/design fees
- E. Soils engineering cost
- F. Erosion control & siltation cost, SWPPP
- G. Landscaping Fees
- H. Joint trench
- I. Easement acquisitions
- J. Power Pole Relocation

2. This is a preliminary estimate only and not to be used as a bidding quantity sheet

ENGINEER'S PRELIMINARY COST ESTIMATE
VILLAGE NN (94 UNITS)
STAGE 2B
RIVER ISLANDS
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

October 18, 2018
Job No.: 25503-54

Item	Description	Quantity	Unit	Unit Price	Amount
<u>ROADWAY</u>					
1	Fine Grading	431,500	SF	\$ 0.45	\$ 194,175.00
2	3" AC Paving	10,200	SF	\$ 1.50	\$ 15,300.00
3	4.5" AC Paving	145,700	SF	\$ 2.25	\$ 327,825.00
4	6" Aggregate Base	10,200	SF	\$ 0.90	\$ 9,180.00
5	8" Aggregate Base	145,700	SF	\$ 1.20	\$ 174,840.00
6	Vertical Curb and Gutter <i>(with AB cushion)</i>	3,000	LF	\$ 15.00	\$ 45,000.00
7	Rolled Curb and Gutter <i>(with AB cushion)</i>	6,400	LF	\$ 15.00	\$ 96,000.00
8	Concrete Sidewalk	62,300	SF	\$ 5.00	\$ 311,500.00
9	Driveway Approach	94	EA	\$ 600.00	\$ 56,400.00
10	Handicap Ramps	16	EA	\$ 2,500.00	\$ 40,000.00
11	Survey Monuments	15	EA	\$ 300.00	\$ 4,500.00
12	Traffic Striping & Signage	5,000	LF	\$ 5.00	\$ 25,000.00
13	Dewatering <i>(budget)</i>	5,000	LF	\$ 75.00	\$ 375,000.00
Subtotal Roadway					\$ 1,674,720.00
<u>STORM DRAIN</u>					
14	15" Storm Drain Pipe	1,500	LF	\$ 34.00	\$ 51,000.00
15	18" Storm Drain Pipe	1,200	LF	\$ 46.00	\$ 55,200.00
16	24" Storm Drain Pipe	400	LF	\$ 65.00	\$ 26,000.00
17	30" Storm Drain Pipe	350	LF	\$ 80.00	\$ 28,000.00
18	36" Storm Drain Pipe	150	LF	\$ 95.00	\$ 14,250.00
19	48" Storm Drain Pipe	150	LF	\$ 125.00	\$ 18,750.00
20	Catch Basins <i>(type A inlet over type I manhole base)</i>	29	EA	\$ 2,800.00	\$ 81,200.00
21	Catch Basins <i>(type A inlet over type II manhole base)</i>	1	EA	\$ 5,000.00	\$ 5,000.00
22	Catch Basins <i>(type A inlet over type III manhole base)</i>	1	EA	\$ 7,500.00	\$ 7,500.00
23	Field Inlets <i>(type C inlet over type I manhole base)</i>	1	EA	\$ 2,800.00	\$ 2,800.00
24	Manholes <i>(type I)</i>	1	EA	\$ 3,000.00	\$ 3,000.00
25	Manholes <i>(type II)</i>	2	EA	\$ 5,000.00	\$ 10,000.00
26	Connect to Existing	6	EA	\$ 1,700.00	\$ 10,200.00
27	Stub & Plug	3	EA	\$ 1,000.00	\$ 3,000.00
Subtotal Storm Drain					\$ 315,900.00

Item	Description	Quantity	Unit	Unit Price	Amount
<u>SANITARY SEWER</u>					
28	8" Sanitary Sewer Pipe	3,500	LF	\$ 28.00	\$ 98,000.00
29	10" Sanitary Sewer Pipe	1,300	LF	\$ 75.00	\$ 97,500.00
30	Manholes	20	EA	\$ 4,000.00	\$ 80,000.00
31	Manholes (<i>trunk</i>)	1	EA	\$ 6,000.00	\$ 6,000.00
32	Sewer Service	96	EA	\$ 600.00	\$ 57,600.00
33	Connect to Existing	2	EA	\$ 3,000.00	\$ 6,000.00
34	Stub & Plug	4	EA	\$ 1,000.00	\$ 4,000.00
Subtotal Sanitary Sewer					\$ 349,100.00
<u>WATER SUPPLY</u>					
35	8" Water Line (<i>including all appurtenances</i>)	3,000	LF	\$ 32.00	\$ 96,000.00
36	10" Water Line (<i>including all appurtenances</i>)	2,100	LF	\$ 40.00	\$ 84,000.00
37	8" GV	15	EA	\$ 1,550.00	\$ 23,250.00
38	10" GV	10	EA	\$ 2,500.00	\$ 25,000.00
39	Blow-Off	7	EA	\$ 4,000.00	\$ 28,000.00
40	ARV	3	EA	\$ 2,500.00	\$ 7,500.00
41	Fire Hydrants	9	EA	\$ 4,000.00	\$ 36,000.00
42	Water Service	103	EA	\$ 2,000.00	\$ 206,000.00
43	Connect to Existing	5	EA	\$ 4,000.00	\$ 20,000.00
44	Stub & Plug	4	EA	\$ 1,000.00	\$ 4,000.00
Subtotal Water Supply					\$ 529,750.00
<u>NON-POTABLE WATER</u>					
45	8" Non-Potable Water Line (<i>including all appurtenances</i>)	1,300	LF	\$ 35.00	\$ 45,500.00
46	10" Non-Potable Water Line (<i>including all appurtenances</i>)	900	LF	\$ 43.00	\$ 38,700.00
47	8" GV	1	EA	\$ 1,550.00	\$ 1,550.00
48	Blow-Off	2	EA	\$ 4,000.00	\$ 8,000.00
49	Non-Potable Water Service	7	EA	\$ 2,000.00	\$ 14,000.00
50	Connect to Existing	3	EA	\$ 3,000.00	\$ 9,000.00
51	Stub & Plug	1	EA	\$ 1,000.00	\$ 1,000.00
Subtotal Non-Potable Water					\$ 117,750.00

Item	Description	Quantity	Unit	Unit Price	Amount
<u>LAKE FILL LINE</u>					
52	16" Lake Fill Line	1,400	LF	\$ 50.00	\$ 70,000.00
53	3" Aeration Line	1,400	LF	\$ 4.00	\$ 5,600.00
54	Butterfly Valve	1	EA	\$ 3,000.00	\$ 3,000.00
55	Blow-Off	1	EA	\$ 4,000.00	\$ 4,000.00
56	ARV	1	EA	\$ 2,500.00	\$ 2,500.00
57	Connect to Existing	1	EA	\$ 3,000.00	\$ 3,000.00
Subtotal Lake Fill Line					\$ 88,100.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 3,076,000.00
COST PER LOT					\$ 32,723.00

Notes:

- 1) Unit prices are based on estimated current construction costs and no provision for inflation is included.
- 2) This estimate does not include surveying, engineering, clearing, grading, erosion control, landscaping, irrigation, or street trees.



OPINION OF PROBABLE COST

River Islands Parkway - Village "NN"

Lathrop, CA

100% Submittal

1/22/2021

ITEM DESCRIPTION	UNIT	QUANT.	UNIT COST	AMOUNT
A. Site Preparation				
1 Site Grading (Fine)	SF	48,794	\$0.50	\$24,397.00
SUB-TOTAL				\$24,397.00
B. Flatwork / Surfacing / Walls				
1 12" Concrete Mow Curb	LF	1,411	\$12.00	\$16,932.00
2 Natural colored 6" Conc. Flatwork	SF	3,618	\$6.00	\$21,708.00
1 Cobbles/Boulders	SF	208	\$2.20	\$457.60
2 Cobble set in Concrete	SF	789	\$10.00	\$7,890.00
4 Permaloc Edging	LF	72	\$10.00	\$720.00
1 Bench	EA	6	\$2,905.00	\$17,430.00
SUB-TOTAL				\$65,137.60
D. Planting				
1 1 Gallon Shrubs	EA	2,593	\$8.25	\$21,392.25
2 15 Gallon Trees	EA	78	\$120.00	\$9,360.00
3 Sod - Lawn Grass	SF	12,366	\$0.40	\$4,946.40
4 Soil Conditioning & Amendments	SF	42,686	\$0.30	\$12,805.80
5 Bark	SF	30,321	\$0.25	\$7,580.25
6 Root Barrier	LF	1,360	\$6.00	\$8,160.00
SUB-TOTAL				\$64,244.70
E. Irrigation Controls & Distribution				
1 18" o.c. In-line Drip Tubing Irrigation System	LF	23,200		
2 Flush cap & Valve Box	EA	76		
3 Operation Indicator	EA	76		
4 PVC Ball Valve	EA	26		
5 2" Gate Valve	EA	4		
6 Tree RWS System	EA	158		
7 6" Pop-Up Rotary Nozzle	EA	134		
8 QF Header (10-18/10-12)	LF	530		
9 3/4" Lateral Line	LF	4,872		
10 1" Lateral Line	LF	1,392		
11 1-1/4" Lateral Line	LF	696		
12 1-1/2" Main Line	LF	156		
13 2" Main Line	LF	1,044		
14 1" conduit for control wires	LF	1,200		
15 14-2 Maxi-Cable	LF	1,392		
16 1" Valves, Boxes & Decoders	EA	11		
17 1-1/2" Valves, Boxes & Decoders	EA	9		
18 1" Valves/Filter, Boxes & Decoders	EA	22		
19 3/4" Quick Couplers	EA	8		
20 Irrigation Sub-Total	SF	42,686	\$2.02	\$86,225.72
SUB-TOTAL				\$86,225.72

TOTAL	\$240,005.02
10% Contingency	\$24,000.50
Construction Total	\$264,005.52

Original Budget (2018-06-22)	
\$350,944	
Red=over budget / Green=under budget	
VIL NN (Pkwy Strips (9,428 @ \$8/sf)):	\$75,424.00
VIL NN (A143):	\$116,240.00
VIL NN (A144):	\$159,280.00
Total	\$350,944.00
\$86,938	

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 is a preliminary estimate only and not to be used as a bidding quantity sheet



OPINION OF PROBABLE COST

River Islands Stage 2B - Village NN Pocket Parks (N45 & N46)

Lathrop, CA

100% Submittal

2/17/2021

ITEM DESCRIPTION	UNIT	QUANT.	UNIT COST	AMOUNT
A. Site Preparation				
1 Site Grading (Fine)	SF	56,512	\$0.95	\$53,686.40
SUB-TOTAL				\$53,686.40
B. Flatwork / Surfacing				
1 12" Concrete Mow Curb	LF	1,011	\$20.00	\$20,220.00
2 Natural colored 6" Conc. Flatwork	SF	4,179	\$12.00	\$50,148.00
3 Wood Perimeter Fence	LF	305	\$32.00	\$9,744.00
4 Pilaster	LF	8	\$1,000.00	\$8,000.00
5 4"X6" Washed River Gravel	SF	122	\$5.50	\$671.00
SUB-TOTAL				\$88,112.00
C. Furnishings / Equipment / Structures				
1 Benches	EA	8	\$1,015.00	\$8,120.00
2 Trash Receptacles	EA	4	\$575.00	\$2,300.00
3 Recycling Receptacles	EA	4	\$575.00	\$2,300.00
4 Picnic Table - Rectangular	EA	1	\$685.00	\$685.00
5 Removable Bollard	EA	3	\$2,000.00	\$6,000.00
6 Arbor	EA	1	\$15,000.00	\$15,000.00
SUB-TOTAL				\$34,405.00
C. Planting				
1 Drill Seed Lawn	SF	21,794	\$0.06	\$1,307.64
2 1 Gallon Shrubs	EA	2,337	\$9.70	\$22,668.90
3 15 Gallon Trees	EA	65	\$113.00	\$7,345.00
4 Soil Conditioning & Amendments	SF	51,322	\$0.20	\$10,264.40
5 Bark	SF	29,528	\$0.21	\$6,200.88
6 Root Barrier	LF	840	\$3.70	\$3,108.00
SUB-TOTAL				\$50,894.82
D. Irrigation Controls & Distribution				
1 Irrigation Sub-Total	SF	51,322	\$1.55	\$79,549.10
SUB-TOTAL				\$79,549.10

TOTAL \$306,647.32

10% Contingency \$30,664.73

Construction Total \$337,312.05

Original Budget (2018-06-22)	
\$558,675	
Red=over budget / Green=under budget	
Lake 13 - PP (P45)	\$335,400.00
Lake 13 - PP (P46)	\$209,100.00
Lake 13 - Lake Edge LS	\$14,175.00
Total	\$558,675.00

\$221,363

NOTES:

1. _____

Items not included as a part of this estimate:

A. Permits

B. Utility Fees

C. City fees, bond fees

D. Engineering/design fees

E. Soils engineering cost

F. Erosion control & siltation cost, SWPPP

G. Landscaping Fees

H. Joint trench

I. Easement acquisitions

J. Power Pole Relocation

2. This is a preliminary estimate only and not to be used as a bidding quantity sheet

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAPS
(RIVER ISLANDS AT LATHROP)**

April 11, 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 4072; Escrow No. 1214022473

Dear Lori:

This letter constitutes the joint escrow instructions ("**Escrow Instructions**") of River Islands Stage 2B, LLC, a Delaware limited liability company ("**RIS2B**") and the City of Lathrop ("**City**") in connection with the above-referenced escrow ("**Escrow**"). The Escrow was opened in connection with recordation of the above-referenced final map ("**Final Map**"). Recordation of the Final Map is subject to the conditions set forth below. The transactions described in these Escrow Instructions are referred to as the "**Transaction**." Old Republic Title Company is referred to as "you" or "**ORTC**."

A. Date for Closings

The Final Map will be recorded at the time designated by RIS2B as set forth below. The Final Map can only be recorded after the City has approved the map in writing. The closing date for the Transaction is intended to occur by December 30, 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 June 30, 2023, 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 4072, 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 Goodland 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 **\$25,242.21**, 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 **\$3,501.00** multiplied by **7.21** acres (or portion thereof) included in the Final Map, is to be transferred to the City upon recordation of the Final Map. The City's wire instructions are set forth below.

The amounts set forth in Section C are referred to as the "**Closing Funds**."

D. Closing Requirements

When the following has occurred, you are authorized to close the Escrow at the time(s) and in accordance with the process set forth below:

D.1. You have delivered copies of your Settlement Statement by email transmission to: (a) Susan Dell'Osso (sdelloso@riverslands.com); (b) Debbie Belmar (dbelmar@riverislands.com); (c) Brad Taylor (btaylor@ci.lathrop.ca.us); (d) Salvador Navarrete (snavarrete@ci.lathrop.ca.us); (e) Glenn Gebhardt (ggebhardt@ci.lathrop.ca.us), (f) Sandra Lewis (slewis@ci.lathrop.ca.us), and have confirmation (by telephone or email) from Susan Dell'Osso and Glenn Gebhardt or Brad Taylor that the Settlement Statement is accurate and acceptable;

D.2. You have not received any instructions contrary to these Escrow Instructions;

D.3. The Recordation Documents and all other documents described herein as being held by you or delivered to you have been received by you and have been fully executed and, where applicable, acknowledged, and you have attached all legal descriptions or have confirmed that all exhibits and legal descriptions are attached;

D.4. You are prepared to record the Recordation Documents, as designated, release funds in accordance with the Settlement Statement and complete the Transaction in compliance with these Escrow Instructions;

D.5. You have delivered a copy of these instructions, executed by an authorized signatory of ORTC with authority to bind ORTC, and initialed all pages, by email transmission (with original hard copy to follow by U.S. Mail) to Debbie Belmar and Glenn Gebhardt at the email addresses set forth above; and

D.6. You have received confirmation (by email or other writing) from Susan Dell'Osso and Stephen Salvatore or Glenn Gebhardt to record the Recordation Documents and complete the Transaction.

JOINT ESCROW INSTRUCTIONS RECORDATION OF FINAL MAPS (RIVER ISLANDS AT LATHROP)

E. Closing Process and Priorities

When you have fully satisfied all of the closing requirements set forth in Section D, then you are authorized and instructed to do the following in the chronological order given:

- E.1. Date the Recordation Documents to be recorded;
- E.2. Record the Recordation Documents in the Official Records;
- E.3. Pay the costs associated with the Transaction;
- E.4. Refund any funds delivered to you by RIS2B that are not disbursed at the time of the final Closing pursuant to these Escrow Instructions to the following entity and address:

River Islands Stage 2B, LLC
73 W. Stewart Road
Lathrop, CA 95330
Attn: Susan Dell'Osso

E.5. Notify Susan Dell'Osso (sdelloso@riverslands.com), Debbie Belmar (dbelmar@riverislands.com), Glenn Gebhardt (ggebhardt@ci.lathrop.ca.us), Brad Taylor (btaylor@ci.lathrop.ca.us), Sandra Lewis (slewis@ci.lathrop.ca.us), Teresa Vargas (tvargas@ci.lathrop.ca.us), Sarah Pimentel (spimentel@ci.lathrop.ca.us), and Jose Molina (JMolina@sjgov.org) of the completion of the Transaction;

E.6. Within five (5) business days after each Recordation Date, deliver by overnight delivery via recognized, national, overnight delivery carrier to: (1) Susan Dell'Osso, River Islands Stage 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.

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAPS
(RIVER ISLANDS AT LATHROP)**

The Escrow Instructions may be modified only in a writing signed by both of the undersigned.

Very truly yours,

Stephen J. Salvatore 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: _____

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 AND DEDICATION OF PUBLIC UTILITY EASEMENTS
FOR VILLAGE NN WITHIN STAGE 2B PORTION LEVEE EASEMENTS THAT AFFECT
STREETS
BY AND BETWEEN THE
CITY OF LATHROP
AND
ISLAND RECLAMATION DISTRICT NO. 2062**

This COMMON USE AGREEMENT AND DEDICATION OF PUBLIC UTILITY EASEMENTS FOR STREETS, associated with Phase 1 of River Islands at Lathrop entered into on **April 11, 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 "Streets," specifically a cul-de-sac within the River Islands at Lathrop Master Planned Community ("River Islands Site"), being developed by River Islands Stage 2B, LLC ("River Islands").
- B. The Agreement also sets for the process and includes a Grant Deed (included herein as Exhibit "B" to this Agreement), that will dedicate public utility easements (PUEs) adjacent to the rights of way of Streets that extend into the levee easement of the District.
- C. On May 31, 2018, the District recorded easements across properties owned by Califia, LLC, and River Islands for the right to control and maintain the levees constructed by District for flood protection purposes to protect development of both the Stage 2A and Stage 2B sub-planning areas of the River Islands Site ("Levee Easements").

D. River Islands has proposed Tract 4072, 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 NN. Tract 4072 contains Streets, specifically a cul-de-sac with PUEs that extend into a portion of the existing Levee Easements ("Village NN Portion of Streets"), as depicted in Exhibit "A" to this Agreement.

E. Since the Levee Easements have been recorded to provide appropriate legal access and authority to District for its flood protection works ("District Works") in accordance with the State Water Code and applicable FEMA regulations, and these levees are designed to provide 200-year Urban Level of Flood Protection (ULOP) in accordance with approved State Department of Water Resources Standards, prior to the approval of Tract 4072 and the dedication of right of way for the Village NN Portion of Streets, 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 Streets right of way located within portions of the Levee Easements ("Common Use Area") and allow for the lawful dedication of PUEs necessary for public utility services allowed and regulated by CITY.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, the Parties do hereby agree as follows:

1. City hereby agrees to the construction, reconstruction, maintenance or use by District of the District Works located within the Common Use Area which is more particularly described on Exhibit "A" to this Agreement, incorporated herein by this reference.
2. District hereby agrees to the construction, reconstruction, maintenance or use by City of the Village NN Portion of Streets within the Common Use Area which is more particularly described on Exhibit "A" to this Agreement, incorporated herein by this reference.
3. District and City acknowledge the priority of title of each other wherever applicable to the Common Use Area.
4. District has reviewed the Village NN 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 NN Portion of Streets 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 NN Portion of Streets 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 NN Portion of Streets 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 NN Portion of Streets, including, but not limited to the bridge decks, piers, foundations, railings, abutment walls, and ramps. City shall not be responsible for the inspection, maintenance or repair of any District pedestrian bridges, including safety inspections of the bridge structure, footings, or abutments.

14. District shall be responsible for the vegetation and weed control activities of its levee slopes and adjacent areas that may transverse the Common Use Area. City shall be responsible for any landscaping and irrigation improvements within its right of way, including within the Common Use Area. The City or its assignees shall become responsibility for weed control within portions of the Common Use Area that are landscaped by the City.

15. District shall, for public purposes, dedicate the PUEs via Grant Deed included and incorporated herein as Exhibit "B" to this Agreement, for Streets. This Grant Deed shall be recorded concurrently with the recordation of the Tract 4072 final map.

16. To the extent that the City's rights to its rights of way and/or PUEs for Streets 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

ISLAND RECLAMATION DISTRICT
NO. 2062 a California reclamation district

By: _____
Stephen Salvatore, City Manager

By: _____
Susan Dell'Osso, President

ATTEST:

By: _____
Teresa Vargas, City Clerk

APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY:

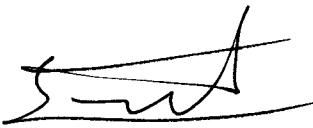
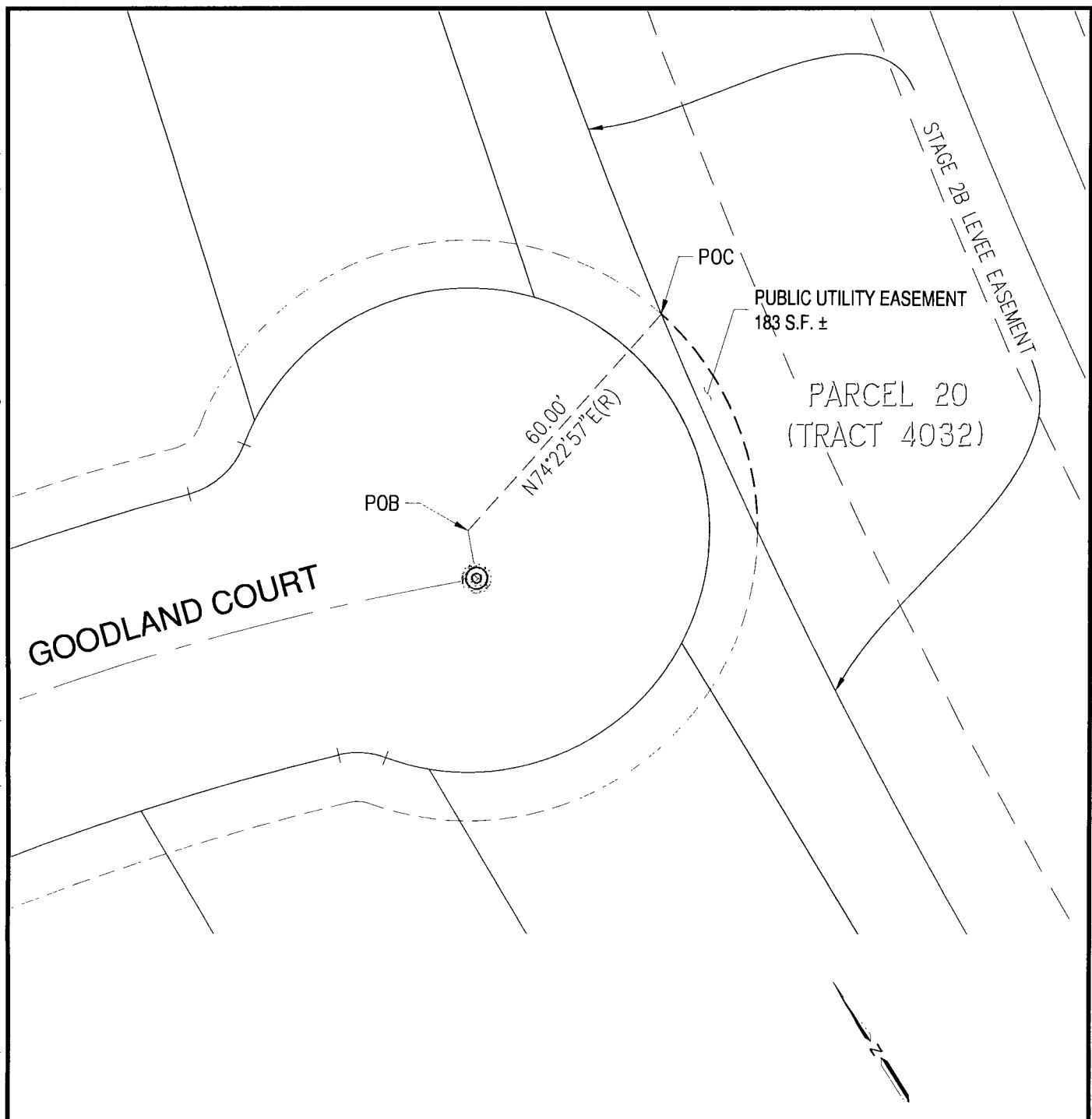
By:  _____ 3-23-2022
Salvador V. Navarrete, City Attorney

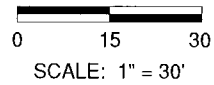
EXHIBIT "A"
COMMON USE AREA DEPICTION

T:\25503-River Islands\DWG\FINAL MAPS\TRACT 4072- VILLAGE NN2\PLATS\25503-EXH-TRACT 4072_CUA.dwg bkoch 08:53:18 03/18/2022



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:	MARCH 18, 2022
JOB NO.:	25503		
FILE:	25503-EXH-TRACT 4072_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: 213-470-20

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**Offer of Dedication
for Public Utility Easements
(Final Map 4072)**

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 April ____, 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
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 (GOODLAND 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 GOODLAND COURT CUL DE SAC AS SHOWN ON THE MAP ENTITLED "TRACT 4072, RIVER ISLANDS-STAGE 2B, VILLAGE NN2" FILED _____, 2022, IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY;

THENCE, ALONG A RADIAL BEARING OF NORTH 74°22'57" EAST, A DISTANCE OF 60.00 FEET TO THE WESTERLY LINE OF PARCEL 20 OF SAID TRACT 4032, ALSO BEING THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED EASEMENT;

THENCE, LEAVING SAID WESTERLY LINE, ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 74°22'57" WEST, THROUGH A CENTRAL ANGLE OF 48°21'18", AND AN ARC DISTANCE OF 50.64 FEET, RETURNING TO SAID WESTERLY LINE OF PARCEL 20;

THENCE, ALONG SAID SOUTHWESTERLY LINE, ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1,100.00 FEET, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 82°43'13" EAST, THROUGH A CENTRAL ANGLE OF 02°33'37", AND AN ARC DISTANCE OF 49.15 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 183 SQUARE FEET, MORE OR LESS.

A PLAT OF THE ABOVE DESCRIBED EASEMENT IS ATTACHED HERETO AS **EXHIBIT B** AND BY THIS REFERENCE MADE A PART HEREOF.

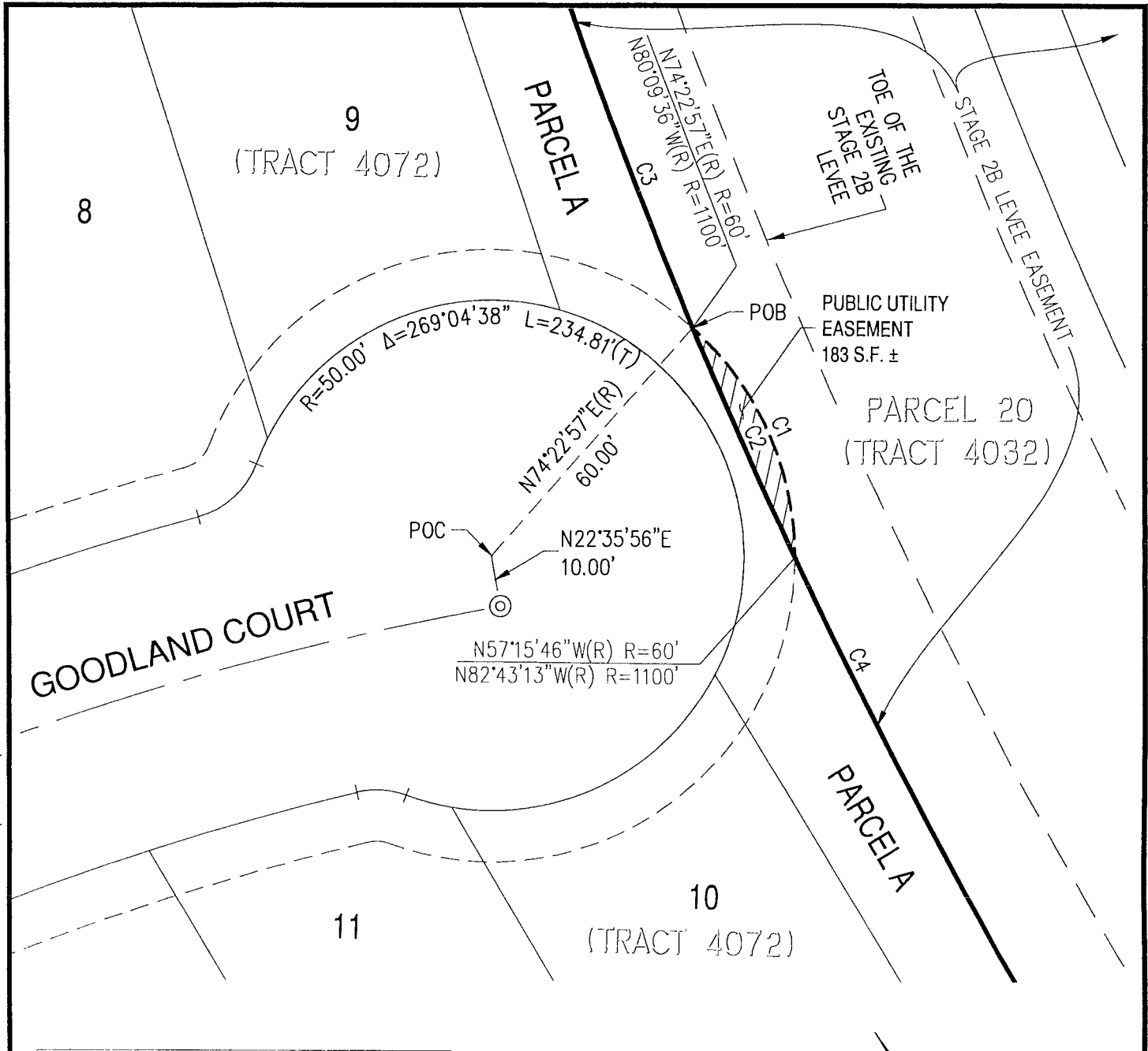
END DESCRIPTION

THIS DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYOR'S ACT.

WILLIAM M. KOCH
PROFESSIONAL LAND SURVEYOR
CALIFORNIA NO. 8092



DATE



CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	60.00'	48°21'18"	50.64'
C2	1100.00'	2°33'37"	49.15'
C3	1100.00'	6°16'13"	120.38'
C4	1100.00'	6°00'33"	115.37'

LEGEND
 POC POINT OF COMMENCEMENT
 POB POINT OF BEGINNING
 P.U.E. PUBLIC UTILITY EASEMENT
 (R) RADIAL BEARING
 (T) TOTAL
 S.F. SQUARE FEET

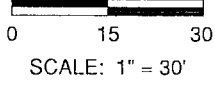


EXHIBIT B



1165 Scenic Drive, Suite A
 Modesto, CA 95350
 odellengineering.com

DESCRIPTION: COMMON USE AGREEMENT			
SCALE:	1" = 30'	DATE:	MARCH 18, 2022
JOB NO.:	25503		
FILE:	25503-EXH-TRACT 4072_CUA.DWG		

2
of
2

TRACT 4072
RIVER ISLANDS - STAGE 2B
VILLAGE NN2

A PORTION OF RICHARD E. PEZARDERO, BEING
A SUBDIVISION OF PARCEL AS SHOWN ON MAP 1587
DULLES, TRACT 4072, MAP 1587,
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
APRIL 2022



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 ENCLOSED MAP ENTITLED "TRACT 4072, RIVER ISLANDS-STAGE 2B, VILLAGE NN2", CITY OF LATHROP, CALIFORNIA, CONSISTING OF EIGHT (8) SHEETS, THIS STATEMENT WAS RECEIVED TO SAID CITY COUNCIL AS PROVIDED BY LAW AT A MEETING THEREOF HELD ON DAY OF MONTH, 2022, AT THE CITY CLERK'S OFFICE, 1000 WEST 10TH AVENUE, SUITE 200, LATHROP, CALIFORNIA 95631. SAID MAP AND AMENDMENT TO SAID MAP WAS ADOPTED AT SAID MEETING APPROXIMATELY SAID DATE AND AUTHORIZED ITS RECOGNITION AND ACCEPTANCE ON BEHALF OF THE CITY OF LATHROP, FOR PUBLIC USE, THE REINVESTMENT OF ACCESS RIGHTS TO LOTS 5, 6, 7, 14, 22, 26, 27, 30, 33, AND 35 ALONG WITH THE DEDICATION OF ALL PUBLIC UTILITY EASEMENTS, AND ACCEPTED THE OFFER OF DEDICATION OF GOODS AND SERVICES TO SAID CITY COUNCIL TO PROVIDE SAID UTILITY SERVICES TO BEING COMPLETED IN ACCORDANCE WITH CHAPTER 16, TITLE 18 OF THE CITY OF LATHROP MUNICIPAL CODE.

I FURTHER STATE THAT ALL BONDS AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN MAP, IF APPLICABLE, HAVE BEEN APPROVED BY THE CITY COUNCIL OF LATHROP AND FILED IN MY OFFICE.

TERESA VARGAS
CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA

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,
NAME (PRINT) _____ WHO PROVED TO
ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THAT HE/SHE/HEY DECIDED THE SAME IN HIS/HER/THEIR
AUTHORIZED CAPACITIES, AND THAT BY HIS/HER/HEIR SIGNATURE(S) ON THE INSTRUMENT, HE/SHE/HEY
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
PARAGRAPHS ARE TRUE AND CORRECT.

WITNESS MY HAND:
SIGNATURE: _____
PRINCIPAL COUNTY OF BUSINESS: _____
MY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

EXEMPT FROM FEE PER GOVERNMENT CODE 27200.1; DOCUMENT
RECORDED IN CONNECTION WITH A CONSIGNMENT TRANSFER SUBJECT TO
THE PROVISIONS OF DOCUMENTARY TRANSFER TAX

OWNER'S STATEMENT

THE UNDERSIGNED, DOES HEREBY STATE THAT THEY ARE THE OWNERS OF HAVE SOME RECORDABLE INTEREST IN THE UNDERSIGNED PROPERTY, TRACT 4072, RIVER ISLANDS-STAGE 2B, VILLAGE NN2, CITY OF LATHROP, CALIFORNIA, CONSISTING OF EIGHT (8) SHEETS, AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

THE 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 CADDLEBARK COURT AS SHOWN ON THIS FINAL MAP.
2. A NON-EXCLUSIVE EASEMENT TO THE CITY OF LATHROP, TOGETHER WITH THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, REPAIR, REPLACE, IMPROVE, ENLARGE, AND RECONSTRUCT AND TO INSTALL AND OPERATE APPURTENANCES UPON, OVER, AND UNDER THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS "E.U.C." (PUBLIC UTILITY EASEMENT).

THE UNDERSIGNED DOES HEREBY REINVEST TO THE CITY OF LATHROP ALL ABUTTERS' RIGHT OF ACCESS TO LOTS 5, 6, 7, 14, 22, 26, 27, 30, 33, AND 35 ALONG THE LOT LINES AS INDICATED BY THE SYMBOLS SHOWN ON THIS FINAL MAP.

TO PROVIDE MUNICIPAL WATER SERVICES TO ALL LOTS SHOWN UPON THIS MAP, ALL GROUND WATER RIGHTS THAT THE UNDERSIGNED MAY HAVE WITHIN THE DISTRICT BARRIER UPON THIS MAP, HEREBY ARE REDEDICATED TO THE CITY OF LATHROP.

THE UNDERSIGNED DOES HEREBY RESERVE PARCEL A AS SHOWN ON THIS MAP SAID PARCEL IS NOT DEDICATED HEREON, BUT WILL BE COMBINED TO ISLAND RECOGNITION DISTRICT NO. 2082 ON SEPARATE DOCUMENT SUBSEQUENT TO THE FILING OF THIS FINAL MAP.

OWNER: RIVER ISLANDS STAGE 2B, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: NAME: SUSAN DELLOSQUO DATE: _____
PRESIDENT

TRUSTEE'S STATEMENT

ON _____, 2022,
OLD REPUBLIC TITLE COMPANY, AS TRUSTEE UNDER THE DEED OF TRUST RECORDED DECEMBER 22, 2016, AS DOCUMENT NUMBER 2016-10898, AND AS AMENDED BY DOCUMENT RECORDED DECEMBER 26, 2017 AS DOCUMENT NUMBER 2017-159771, AND FURTHER AMENDED BY DOCUMENT RECORDED APRIL 15, 2019 AS DOCUMENT NUMBER 2019-046605, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

BY: NAME: _____
ITS: _____

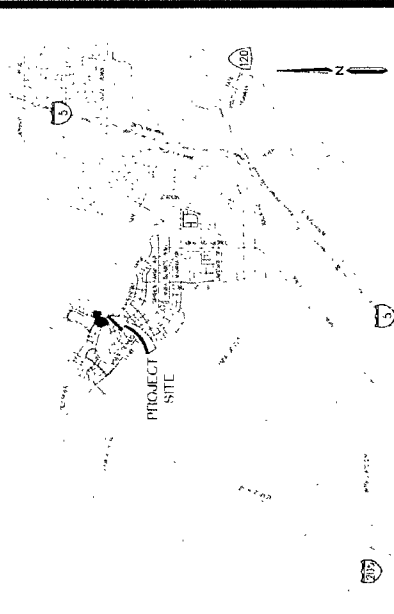
ACKNOWLEDGEMENT CERTIFICATE (OWNER)

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN

ON _____, 2022, BEFORE ME,
A NOTARY PUBLIC, PERSONALLY APPEARED,
NAME (PRINT) _____ WHO PROVED TO
ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THAT HE/SHE/HEY DECIDED THE SAME IN HIS/HER/THEIR
AUTHORIZED CAPACITIES, AND THAT BY HIS/HER/HEIR SIGNATURE(S) ON THE INSTRUMENT, HE/SHE/HEY
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
PARAGRAPHS ARE TRUE AND CORRECT.

WITNESS MY HAND:
SIGNATURE: _____
PRINCIPAL COUNTY OF BUSINESS: _____
MY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____



VICINITY MAP
NOT TO SCALE

SECRETARY OF THE PLANNING COMMISSIONS STATEMENT

THIS MAP CONFORMS TO AMENDED TENTATIVE MAP NO. 3894 APPROVED BY THE PLANNING COMMISSION.

DATE THIS _____ DAY OF _____, 2022.

MARY WESBER, COMMUNITY DEVELOPMENT DIRECTOR
CITY OF LATHROP

CITY ENGINEER'S STATEMENT

I, GLENN ZEPHARDT, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4072, RIVER ISLANDS-STAGE 2B, VILLAGE NN2", CITY OF LATHROP, CALIFORNIA, CONSISTING OF EIGHT (8) SHEETS, AND THE ENGINEERING DRAWINGS THEREON AS SUBMITTED TO ME AS APPROVED BY THE PLANNING COMMISSIONS. I HAVE REVIEWED THE ENGINEERING DRAWINGS AND THE STATE SUBDIVISION MAP ACT AND APPLICABLE ORDINANCES OF THE CITY OF LATHROP, AND ANY AMENDMENTS THEREON, APPLICABLE AT THE TIME OF APPROVAL OF AMENDED TENTATIVE MAP

DATE THIS _____ DAY OF _____, 2022.



GLENN ZEPHARDT, P.E., 34681
CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2022, AT _____, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY
A BOOK _____ OF MAPS AND PLATS, AT PAGE _____.

FEES \$ _____

STEVE BERTSCHERDES, ASSISTANT RECORDER-COUNTY CLERK
SAN JOAQUIN COUNTY, CALIFORNIA
BY: _____ ASSISTANT/DEPUTY RECORDER

CITY SURVEYORS STATEMENT

LEAHNA J. ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF TRACT 4072, RIVER ISLANDS-STAGE 2B, VILLAGE NN2, CITY OF LATHROP, CALIFORNIA, AND I AM Satisfied THAT THIS MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2022.



LEAHNA J. ALEXANDER, P.L.S. 5071
ACTING CITY SURVEYOR

SURVEYORS STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF RIVER ISLANDS DEVELOPMENT, LLC, ON FEBRUARY 1, 2022. I HEREBY STATE THAT THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AND THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I AM NOT PROVIDING ANY WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OF THIS MAP. THIS MAP IS NOT TO BE USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS PREPARED AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE SURVEYOR. THIS MAP IS NOT TO BE USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS PREPARED AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE SURVEYOR.

DATED THIS _____ DAY OF _____, 2022.



DYLAN CRAWFORD, P.L.S. NO 786

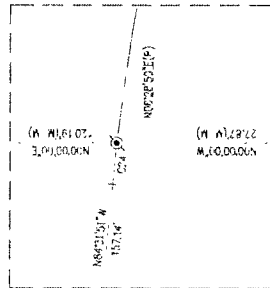
RECITALS

- RIGHT TO FARM STATEMENT:
PERMITS OPERATION OF PROPERLY CONDUCTED AGRICULTURAL OPERATIONS WITHIN THE CITY LIMITS, INCLUDING THE PURCHASE, SALE, LEASE, AND CONVEYANCE OF REAL PROPERTY, AND THE RIGHT TO USE SUCH REAL PROPERTY FOR AGRICULTURAL PURPOSES. SUCH OPERATIONS SHALL BE CONSIDERED TO BE AGRICULTURAL OPERATIONS IF THEY ARE: (A) AGRICULTURAL IN CHARACTER AND USE; (B) CONSISTENT WITH THE GENERAL CHARACTER OF THE SURROUNDING AREA; (C) NOT IN CONFLICT WITH THE ZONING ORDINANCE; (D) NOT A SOURCE OF NEIGHBORHOOD CONCERN; (E) NOT A SOURCE OF POLLUTION; (F) NOT A SOURCE OF EXCESSIVE LIGHT, NOISE, OR VIBRATION; (G) NOT A SOURCE OF EXCESSIVE TRAFFIC; (H) NOT A SOURCE OF EXCESSIVE VISUAL IMPACT; (I) NOT A SOURCE OF EXCESSIVE AIR POLLUTION; (J) NOT A SOURCE OF EXCESSIVE WATER POLLUTION; (K) NOT A SOURCE OF EXCESSIVE SOIL EROSION; (L) NOT A SOURCE OF EXCESSIVE SOIL POLLUTION; (M) NOT A SOURCE OF EXCESSIVE SOIL DEGRADATION; (N) NOT A SOURCE OF EXCESSIVE SOIL CONTAMINATION; (O) NOT A SOURCE OF EXCESSIVE SOIL DEPLETION; (P) NOT A SOURCE OF EXCESSIVE SOIL ACCUMULATION; (Q) NOT A SOURCE OF EXCESSIVE SOIL EVIDENCE; (R) NOT A SOURCE OF EXCESSIVE SOIL REMEDIATION; (S) NOT A SOURCE OF EXCESSIVE SOIL INVESTIGATION; (T) NOT A SOURCE OF EXCESSIVE SOIL TREATMENT; (U) NOT A SOURCE OF EXCESSIVE SOIL DISPOSAL; (V) NOT A SOURCE OF EXCESSIVE SOIL STORAGE; (W) NOT A SOURCE OF EXCESSIVE SOIL TRANSPORT; (X) NOT A SOURCE OF EXCESSIVE SOIL EXPORT; (Y) NOT A SOURCE OF EXCESSIVE SOIL IMPORT; (Z) NOT A SOURCE OF EXCESSIVE SOIL TRANSFER.
- A SOILS REPORT ENTITLED "GEO-TECHNICAL EXPLORATION, RIVER ISLANDS PHASE 1, LATHROP, CALIFORNIA," REFERENCED AS PROJECT NO. 2044-000-01 AND DATED JULY 28, 2020, HAS BEEN PREPARED FOR THIS PROJECT BY ENGEO, INCORPORATED, JOSEPH J. TOOLE, D.E. NO. 2077, AND IS ON FILE WITH THE CITY OF LATHROP.
- THE CITY OF LATHROP HAS REVIEWED THIS MAP AND HAS DETERMINED THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF THE CITY'S KNOWLEDGE AND BELIEF. THE CITY IS NOT PROVIDING ANY WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OF THIS MAP. THIS MAP IS NOT TO BE USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS PREPARED AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE SURVEYOR.

TRACT 4072 AREA SUMMARY	
LUT 1 THROUGH 42	6.85 AC±
STREET DEDICATION	0.02 AC±
PAPERS A	0.14 AC±
TOTAL	7.01 AC±

**TRACT 4072
RIVER ISLANDS-STAGE 2B
VILLAGE NN2**

A PORTION OF RANCHO O. ESCOBAR, BEING A SUBDIVISION OF PARCELS OF TRACT 4072, MAP 150, PARCELS 1, 2, 3, & 4 OF TRACT 4071 (43 MAP 150) CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA, APRIL, 2022.



REFERENCES

- TRACT 4032, RIVER ISLANDS-STAGE 2B, LARGE LOT FINAL MAP, FILED OCTOBER 3, 2020, IN BOOK 43 OF MAPS AND PLATS, PAGE 42, S.C.R. (43 MAP 142)
- TRACT 4062, RIVER ISLANDS-STAGE 2B, VILLAGE 002, FILED SEPTEMBER 22, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 38, S.C.R. (43 MAP 162)
- TRACT 4063, RIVER ISLANDS-STAGE 2B, VILLAGE 01, FILED FEBRUARY 17, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 162, S.C.R. (43 MAP 160)
- TRACT 4052, RIVER ISLANDS-STAGE 2B, VILLAGE 05, FILED JANUARY 28, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 157, S.C.R. (43 MAP 157)
- TRACT 4055, RIVER ISLANDS-STAGE 2B, VILLAGE 06, FILED JANUARY 28, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 156, S.C.R. (43 MAP 156)
- TRACT 4071, RIVER ISLANDS-STAGE 2B, VILLAGE NN1, FILED MAY 4, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 46, S.C.R. (43 MAP 158)
- TRACT 4101, RIVER ISLANDS-STAGE 2B, VILLAGE MM1, FILED AUGUST 31, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 161, S.C.R. (43 MAP 153)

SIGNATURE OMISSIONS

PURSUANT TO SECTION 68436 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:

- DECLARED ISLAND LEAD COMPANY, REGISTRATION FOR OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LIVING BELOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER 2001-0104677, S.C.R.P.
- PAGE 585, S.C.R. (LOCATION NOT DEFINED).

LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEET 3 ONLY

LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH
L1	N77°15'51"	120.09	L18	N74°28'01"W	41.83
L2	N00°00'00"	148.06	L19	N89°00'45"E	34.86
L3	N07°00'00"	27.87	L20	N84°31'51"W	96.89
L4	N00°00'00"	100.19	L21	N40°40'38"W	34.64
L5	N85°01'53"E	85.37	L22	N47°44'05"E	37.00
L6	N50°20'02"W	51.95	L23	N84°31'51"W	96.89
L7	N58°44'12"E	17.93	L24	N75°24'15"W	37.62
L8	N84°31'51"W	157.16	L25	N39°18'43"E	112.60
L9	N12°26'05"E	35.27	L26	N07°20'02"W	11.11
L10	N72°18'53"E	24.09	L27	N39°18'43"E	96.00
L11	N18°18'57"W	41.36	L28	N55°51'53"W	26.24
L12	N23°00'03"W	55.97	L29	N41°41'51"W	34.84
L13	N29°23'55"W	56.03	L30	N43°18'19"E	34.84
L14	N34°47'12"W	58.68	L31	N65°51'31"W	31.25
L15	N40°38'05"W	56.12	L32	N40°20'02"W	27.10
L16	N42°26'02"W	58.15	L33	N29°29'36"E	95.00
L17	N49°29'26"E	100.00	L34	N61°11'57"W	53.01

LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH
L15	N57°28'21"W	55.00	L41	N39°00'13"W	63.86
L16	N74°28'01"W	55.00	L42	N65°51'53"W	63.74
L17	N89°00'44"W	55.00	L43	N75°24'15"W	62.37
L18	N84°31'51"W	55.00	L44	N72°18'53"E	19.73
L19	N85°01'53"E	11.61	L45	N69°18'38"E	96.00
L20	N84°31'51"W	71.15	L46	N65°51'53"W	26.24
L21	N75°24'15"W	63.86	L47	N61°11'57"W	59.75
L22	N65°51'53"E	63.74	L48	N57°28'21"E	87.25
L23	N57°28'21"E	63.74	L49	N53°00'00"E	59.47
L24	N47°44'05"E	37.00	L50	N47°44'05"E	41.70

CURVE	RADIUS	DELTA	LENGTH
C1	450.00	12°57'30"	10.77
C2	450.00	31°15'30"	245.95
C3	300.00	33°15'51"	174.00
C4	450.00	28°05'33"	220.64
C5	2000.00	4°08'07"	144.35
C6	600.00	16°44'15"	584.25
C7	600.00	25°31'30"	287.36
C8	400.00	13°42'26"	95.85
C9	850.00	10°03'44"	48.26
C10	850.00	17°43'51"	263.05
C11	675.00	13°34'41"	59.96
C12	800.00	35°43'57"	592.33
C13	415.00	6°45'17"	48.36
C14	775.00	9°55'16"	111.92
C15	270.00	20°00'07"	138.67
C16	330.00	30°24'16"	175.12

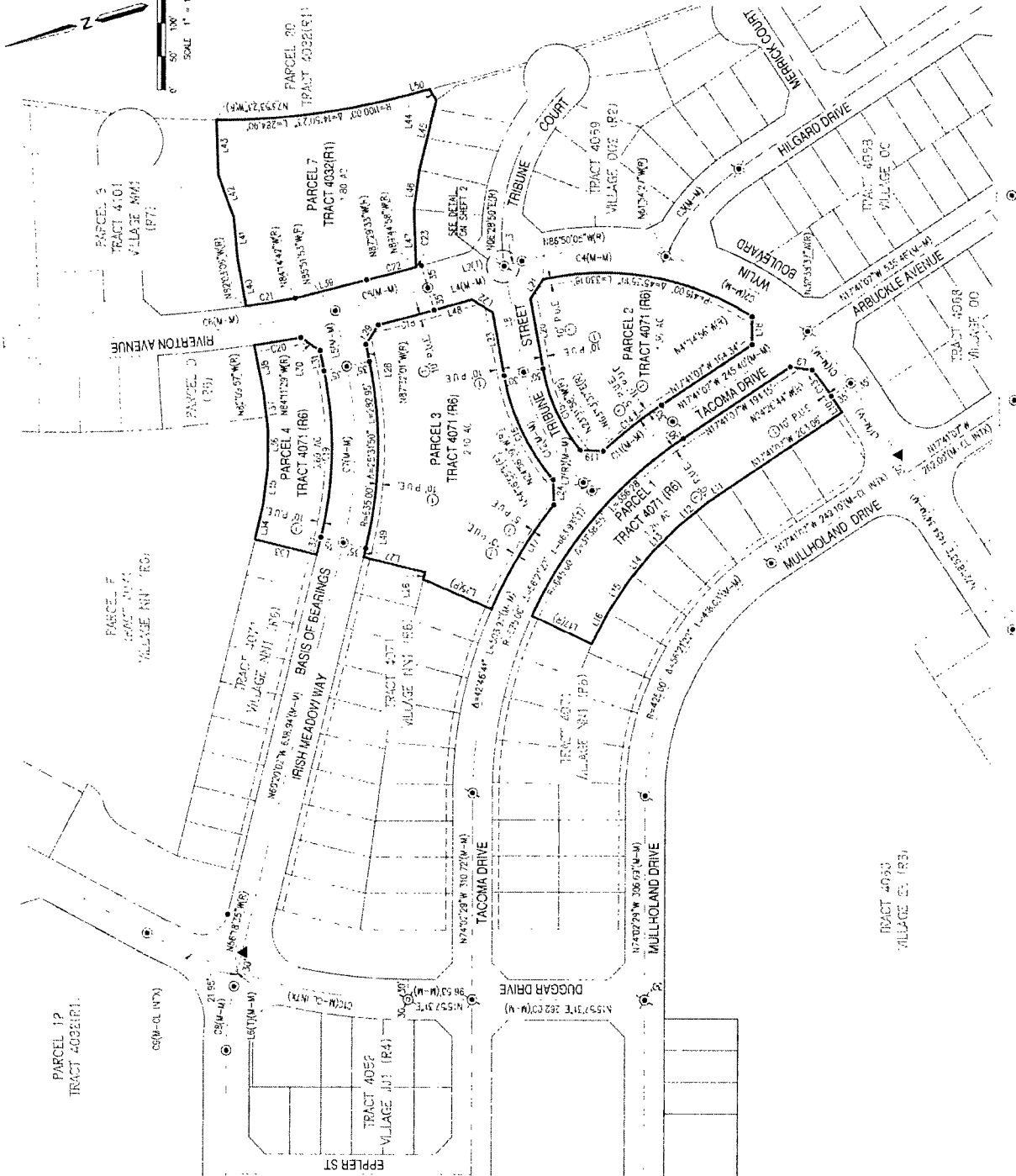
CURVE	RADIUS	DELTA	LENGTH
C17	705.00	14°57'07"	183.96
C18	2025.00	27°27'59"	87.60
C19	565.00	25°01'50"	251.79
C20	2030.00	2°01'33"	71.77
C21	1970.00	2°11'35"	75.41
C22	1995.00	2°15'26"	77.41
C23	1995.00	0°05'02"	6.59
C24	300.00	1°00'40"	5.39

TRACT 4072 RIVER ISLANDS - STAGE 2B VILLAGE NN2

A PORTION OF RANCHO EL PESQUERO, BEING
A SUBDIVISION OF PARCEL 2 OF TRACT 4022 (03-142) AND
PARCELS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16,
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
APRIL, 2022



SCALE 1" = 100'



LEGEND

- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788 (R1)
- FOUND MONUMENT PER (R6)
- FOUND MONUMENT PER (R1)
- FOUND MONUMENT PER (R4)
- FOUND MONUMENT PER (R2)
- FOUND 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788 PER (R1), (R2), (R3), (R4) AND (R6), RESPECTIVELY

- RESTRICTED ACCESS
- BOUNDARY
- LOT LINE OR RIGHT-OF-WAY LINE
- EASEMENT LINE
- CENTERLINE
- UNCLASSIFIED AND RECORD DATA PER REFERENCE (R1)
- DECODED REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2
- MONUMENT TO MONUMENT
- MONUMENT TO BOUNDARY
- MONUMENT TO CENTERLINE INTERSECTION
- RADIAL BEARING
- TOTAL
- BOUNDARY
- DOCUMENT NUMBER
- PUBLIC UTILITY EASEMENT
- WITNESS CORNER
- LINE, CURVE, RADIAL LINE
- EASEMENT REFERENCE NUMBER (SEE THIS SHEET)

NOTES

- 1 SEE SHEET 2 FOR REFERENCES.
- 2 SEE SHEET 2 FOR LINE AND CURVE TABLES.

EASEMENT NOTE

- EXISTING PUBLIC UTILITY EASEMENT (P.U.E.) IN FAVOR OF CITY OF LATHROP PER TRACT 4071 VILLAGE NN; (45 MAP 195).

BASIS OF BEARINGS

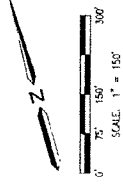
THE BEARING OF NORTH 50°20'02" WEST BETWEEN FOUND MONUMENTS ALONG IRISH MEADOW WAY AND TACOMA DRIVE WAS MEASURED BY THE SURVEYOR ON OCTOBER 8, 2020. THE BEARING AT THE BARRIS AND PLAYS AT PAGE 142, RECORD OF SAN JOAQUIN COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP (ZONE 3, NAD83). ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

TRACT 4072 RIVER ISLANDS - STAGE 2B VILLAGE NN2

A PORTION OF PARCEL 7 OF TRACT 4032 (43-142) AND
A SUBDIVISION OF PARCEL 7 OF TRACT 4032 (43-142) AND
PARCELS 1, 2, 3, & 4 OF TRACT 4071 (43 MAP 166)
CITY OF LAUREL, SAN JOAQUIN COUNTY, CALIFORNIA
APRIL, 2022

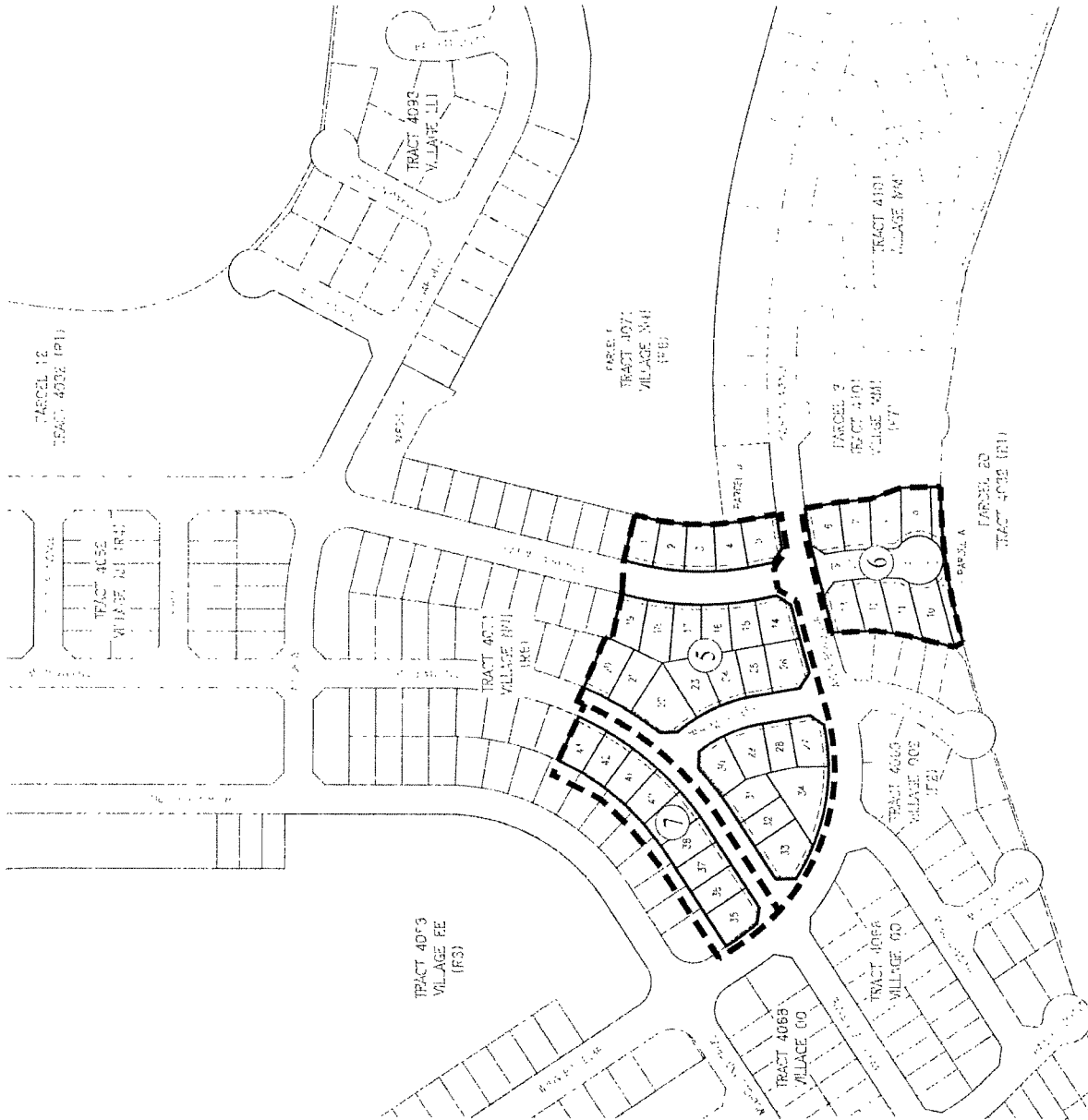


SHEET INDEX



LEGEND

- BOUNDARY
- LOT LINE
- - - EXISTING ROADWAY EQUIPMENT
- ⑦ SHEET NUMBER
- - - SHEET LIMIT LINE
- ||||| RESTRICTED ACCESS

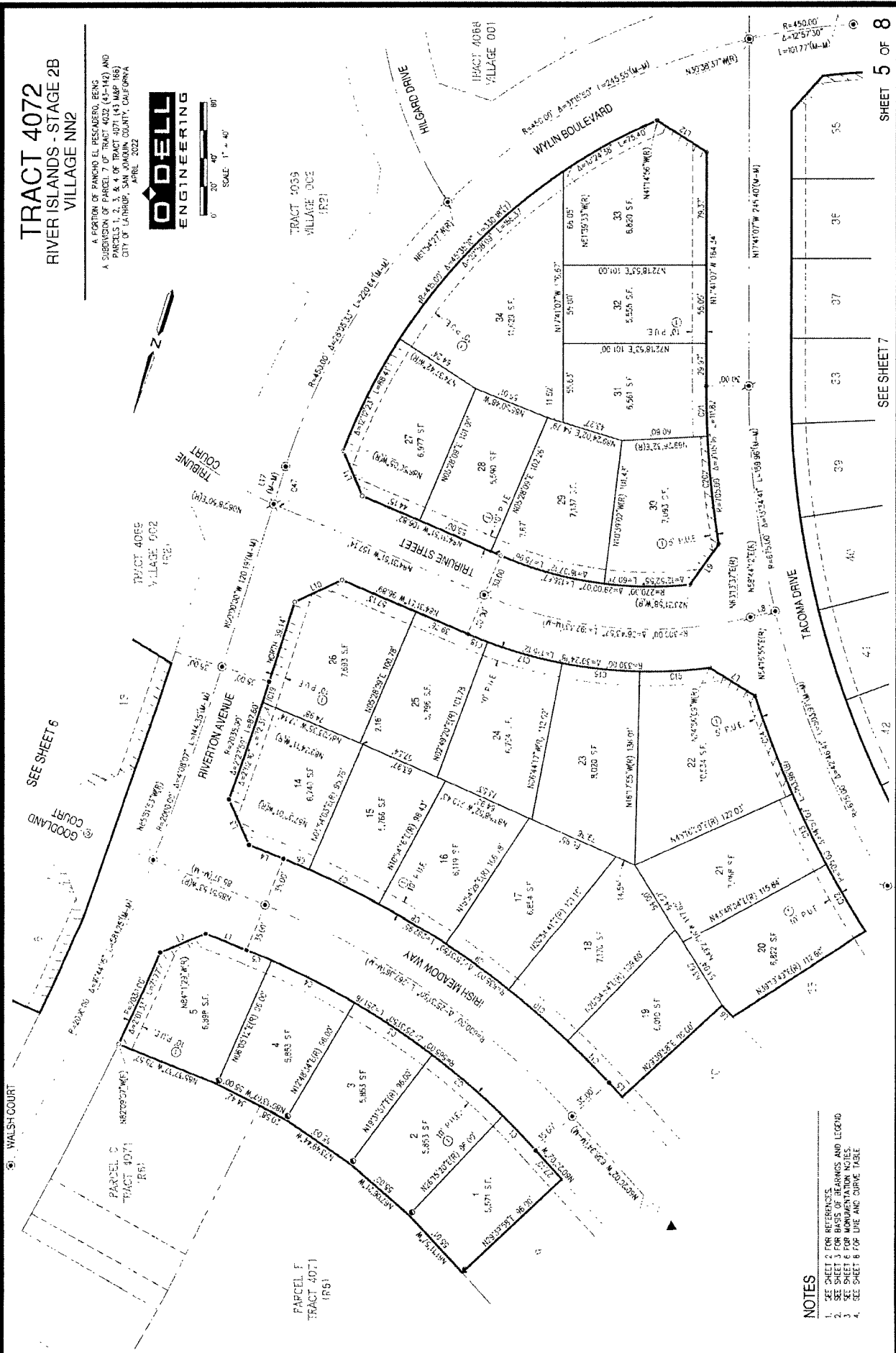


TRACT 4072
RIVER ISLANDS - STAGE 2B
VILLAGE NN2

A PORTION OF PARCEL 7 OF TRACT 4032 (43-142) AND
 A SUBDIVISION OF PARCELS 1, 2, 3, & 4 OF TRACT 4071 (43 MAP 186)
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
 APRIL 2022



0' 20' 40' 80'
 SCALE 1" = 40'



NOTES

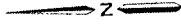
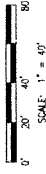
1. SEE SHEET 2 FOR REFERENCES.
2. SEE SHEET 3 FOR BEARINGS AND LEGEND.
3. SEE SHEET 4 FOR DIMENSIONAL NOTES.
4. SEE SHEET 5 FOR DUE AND CURVE TABLE.

SEE SHEET 7

SHEET 5 OF 8

TRACT 4072
RIVER ISLANDS - STAGE 2B
VILLAGE NN2

A PORTION OF RANCHO EL PESQUERO, BEING
 A SUBDIVISION OF PARCEL 7 OF TRACT 4032 (41-142) AND
 PARCELS 1, 2, 3, & 4 OF TRACT 4071 (43 MAP 165)
 CITY OF LATHROP, SAN JUAN COUNTY, CALIFORNIA
 APRIL 2022



MONUMENTATION NOTES

- ▲ FOUND 7-1/2" BRASS DICK STAMPED "PLS 7788" (R1)
- ⊙ FOUND MONUMENT PER (R1) AND (R7)
- ⊙ FOUND MONUMENT PER (R6)
- ⊙ FOUND MONUMENT PER (R4)
- ⊙ FOUND MONUMENT PER (R2)
- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
 - o SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
 - o SET 3.0" WIRELESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE. 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
 - o FOUND 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788" PER (R1), (R2), (R3), (R4) AND (R6), RESPECTIVELY.

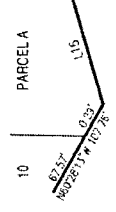
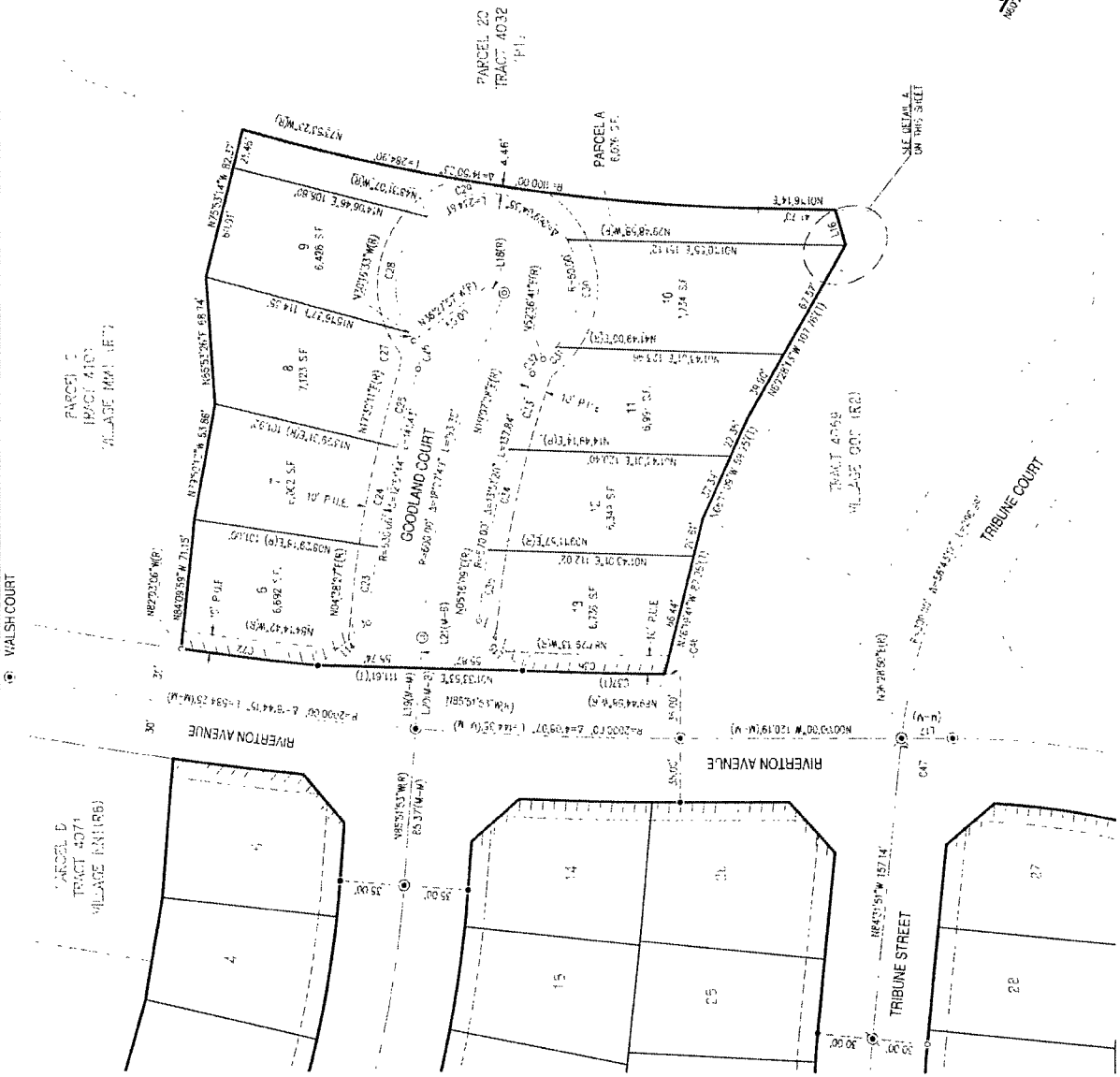
NOTE: SET 5/8" x 24" REBAR W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 1.1" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 1.00' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS.

NOTES

1. SEE SHEET 2 FOR METERS/FEET.
2. SEE SHEET 3 FOR BASIS OF BEARING AND CURVE.
3. SEE SHEET 8 FOR LINE AND CURVE TABLE.

EASEMENT NOTE

1. EXISTING PUBLIC UTILITY EASEMENT (P.U.E.) IN FAVOR OF CITY OF LATHROP PER TRACT 4071 VILLAGE NN1 (43 MAP 165)



DETAIL A
 NOT TO SCALE

TRACT 4072 RIVER ISLANDS - STAGE 2B VILLAGE NN2

A PORTION OF PANCHITO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 7 OF TRACT 4037 (43-142) AND
PARCELS 1, 2, 3, & 4 OF TRACT 4071 (43 MAP 166)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
APRIL 2022



6" 20' 40' 80'
SCALE: 1" = 40'



NOTES

- SEE SHEET 2 FOR REFERENCES.
- SEE SHEET 3 FOR BASIS OF BEARING AND ELEVATION.
- SEE SHEET 5 FOR LINE AND CURVE TABLE.

EASEMENT NOTE

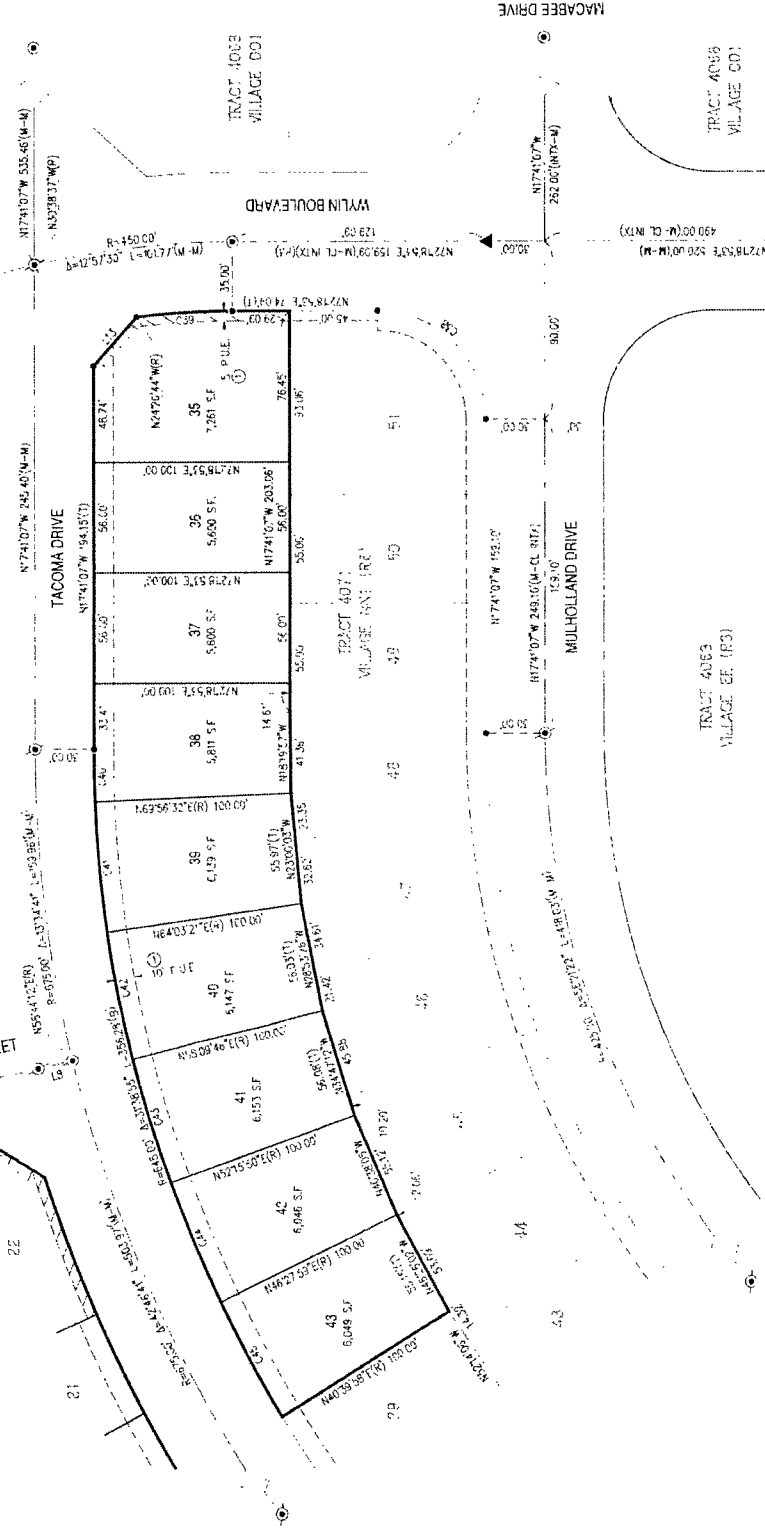
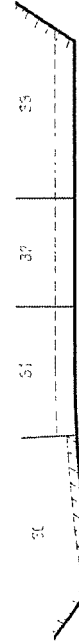
- EXISTING PUBLIC UTILITY EASEMENT (E.U.C.) IN FAVOR OF CITY OF LATHROP PER TRACT 4071, VILLAGE NN1 (43 MAP 176).

MONUMENTATION NOTES

- FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788" (R1)
- FOUND MONUMENT PER (P1) AND (P7)
- FOUND MONUMENT PER (R4)
- FOUND MONUMENT PER (R2)
- FOUND MONUMENT PER (R4)
- FOUND MONUMENT PER (R2)
- SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLC 7788"
- SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- SET 3.00" WINKER CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE, 3/4" IRON PIPE WITH ELASTIC PLUG "PLS 7788"
- FOUND 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788" PER (R1), (R2), (R3), (R4) AND (R6), RESPECTIVELY.

NOTE: 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 USE PROTECTION FOR ALL FRONT LOT CORNERS.

SEE SHEET 5



TRAPANI STREET

TRACT 4072
RIVER ISLANDS - STAGE 2B
VILLAGE NN2

A PORTION OF RANCHO EL PESCADERO, BEING
 A SUBDIVISION OF PARCEL 7 OF TRACT 4037 (43-142) AND
 PARCELS 1, 2, 3, & 4 OF TRACT 4071 (43 MBP 162)
 CITY OF LAHURRIET, SAN JOAQUIN COUNTY, CALIFORNIA
 APRIL 2022



LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 6 THROUGH 8 ONLY

LINE	DESCRIPTION	LENGTH
L1	N65°51'N5"W	31.25
L2	N05°08'10"E	34.84
L3	N40°45'57"W	34.84
L4	N85°51'52"W	26.74
L5	N02°00'00"W	33.77
L6	N60°20'00"W	11.11
L7	N75°41'18"W	31.62
L8	N58°44'12"E	17.85
L9	N30°07'45"E	34.86
L10	N47°44'21"E	32.00
L11	N40°45'58"W	34.84
L12	N74°20'07"W	41.83
L13	N23°58'08"E	33.20
L14	N39°49'08"W	30.79
L15	N48°31'58"E	16.00
L16	N73°52'07"E	16.75
L17	N06°00'00"E	27.00
L18	N27°25'54"W	10.00
L19	N85°51'52"W	30.00
L20	N65°51'52"W	33.79
L21	N65°51'52"W	16.71

CURVE	RADIUS	DELTA	LENGTH
C1	505.00	324°39'	33.63
C2	505.00	154°32'	66.50
C3	505.00	64°17'	66.50
C4	505.00	64°17'	66.50
C5	505.00	154°32'	10.94
C6	635.00	74°55'	12.55
C7	635.00	50°13'	55.45
C8	635.00	50°13'	55.45
C9	635.00	50°13'	55.45
C10	635.00	50°13'	55.45
C11	635.00	34°16'	41.57
C12	705.00	42°16'	55.01
C13	705.00	42°16'	55.01
C14	705.00	62°35'	73.06
C15	830.00	83°51'	49.70
C16	830.00	43°15'	15.97
C17	830.00	43°15'	55.00
C18	830.00	20°48'	15.25
C19	705.00	67°40'	15.22
C20	705.00	67°40'	36.47

CURVE	RADIUS	DELTA	LENGTH
C21	705.00	232°21'	35.35
C22	970.00	231°35'	75.41
C23	630.00	370°31'	45.31
C24	630.00	57°13'	55.07
C25	630.00	47°40'	44.10
C26	71.00	53°26'08"	16.01
C27	50.00	61°12'	5.42
C28	50.00	78°47'40"	68.76
C29	50.00	101°29'55"	96.77
C30	50.00	21°27'58"	62.51
C31	50.00	104°24'	9.47
C32	77.00	32°29'13"	9.94
C33	570.00	47°19'	42.82
C34	570.00	73°16'	59.92
C35	570.00	15°54'07"	39.10
C36	3965.00	2°15'50"	77.41
C37	1965.00	2°30'27"	65.66
C38	50.00	70°00'00"	95.37
C39	415.00	5°15'37"	48.99
C40	645.00	2°22'21"	36.71

CURVE	RADIUS	DELTA	LENGTH
C41	645.00	5°31'07"	66.36
C42	645.00	5°31'35"	66.74
C43	645.00	5°33'56"	66.40
C44	645.00	5°47'51"	65.27
C45	645.00	5°48'00"	65.30
C46	1965.00	0°15'02"	8.59
C47	391.00	1°00'40"	5.23

ITEM 4.12

CITY MANAGER'S REPORT APRIL 11, 2022, CITY COUNCIL REGULAR MEETING

ITEM: APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 60 LOTS IN TRACT 4082 VILLAGE "FF2" WITHIN THE OLD RIVER DISTRICT OF RIVER ISLANDS

RECOMMENDATION: Adopt Resolution Approving Final Map for Tract 4082 Village "FF2" within the Old River District, Totaling 60 Single Family Lots and Subdivision Improvement Agreement with River Islands Stage 2B, LLC

SUMMARY:

The proposed Final Map for Tract 4082 will be the second and final tract map within the Village "FF" area. Kiper Homes is proposing sixty (60) 52' x 101' single-family lots. A Vicinity Map is included as Attachment "B".

Staff recommends that the City Council approve the proposed Final Map Tract 4082, Village "FF2" 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 2 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 4082 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 "FF" is \$4,418,771, however, a large percentage of the improvements have already been construction and therefore do not need to be guaranteed. Performance and labor & material securities were provided with the SIA for Tract 4067 that guarantee the unfinished improvements for Village "FF", including both Tract 4067 and 4082, in the amount of:

Unfinished Improvement Total:	\$704,471
Performance Bond (110% of Unfinished Improvements):	\$774,918
Labor & Materials Bond (50% of Performance Bond)	\$387,459

APRIL 11, 2022 CITY COUNCIL REGULAR MEETING

APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 60 LOTS IN TRACT 4082 VILLAGE “FF2” WITHIN THE OLD RIVER DISTRICT OF RIVER ISLANDS

The SIA for Tract 4082 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 4082, 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 “FF” was annexed to the four different Community Facilities Districts (CFDs) for maintenance purposes with the approval of the Tract 4067 Final Map in 2021. The CFDs are for the City, Reclamation District No. 2062 (RD 2062) and 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:

Documents	Status
1. Final Map ready for signature	Completed
2. Subdivision Improvement Agreement	Completed
3. Performance Security – Uncompleted Landscaping and Miscellaneous Improvements provided with Tract 4067	Completed
4. Labor and Materials Security – Uncompleted Landscaping and Miscellaneous Improvements provided with Tract 4067	Completed
5. Street Improvement, Landscape, Light & Joint Trench	Completed
6. Geotechnical Report	Completed
7. Agreement for Backbone Improvements and Parks (Agreement for Dedication, Inspection and Guarantee of Streets and Public Improvements)	Completed
8. Approval of 3 rd Amendment to Development Agreement that guarantees creation of CFD for City Maintenance and Shortfalls, and Guarantee of Developer CFDs for Developer/other public agency Maintenance	Completed
9. Allocation of Water and Sewer capacity	Completed

APRIL 11, 2022 CITY COUNCIL REGULAR MEETING

APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 60 LOTS IN TRACT 4082 VILLAGE “FF2” WITHIN THE OLD RIVER DISTRICT OF RIVER ISLANDS

10. Recommendation for approval from Stewart Tract Design Review Committee	Completed
11. Submitted Certificate of Insurance, Tax Letter	Completed
12. Submitted Preliminary Guarantee of Title	Completed
13. Escrow Instructions	Completed
14. Tract 4082 Village “FF” – City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities) Annexation No. 19	Annexed with Tract 4067 on 3/8/2021
Fees	Status
1. Final Map plan check fee	Paid
2. Improvement Plans - Plan check and inspection fees	Paid
3. Sierra Club Settlement fee	To be paid in escrow

FISCAL IMPACT:

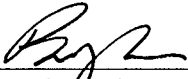
There is no budget impact to the City as all costs are covered by development fees and any shortfalls in the City’s maintenance and operating costs are covered by the CFDs.

ATTACHMENTS:

- A. Resolution Approving Final Map for Tract 4082 Village “FF2” within the Old River District, Totaling 60 Single Family Lots and a Subdivision Improvement Agreement with River Islands Stage 2B, LLC
- B. Vicinity Map - Village “FF2”
- C. Subdivision Improvement Agreement between the City of Lathrop and River Islands Stage 2B, LLC, a Delaware limited liability company, for Tract 4082, Village “FF2”
- D. Escrow Instructions - Final Map Tract 4082 Village “FF2”
- E. Final Map – Tract 4082 Village “FF2”


CITY MANAGER'S REPORT **PAGE 4**
APRIL 11, 2022 CITY COUNCIL REGULAR MEETING
APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT
FOR 60 LOTS IN TRACT 4082 VILLAGE "FF2" WITHIN THE OLD RIVER
DISTRICT OF RIVER ISLANDS

APPROVALS



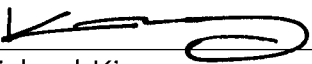
Brad Taylor
Land Development Manager

3/23/2022
Date



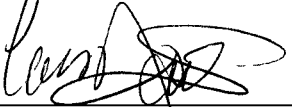
Glenn Gebhardt
City Engineer

3/30/22
Date



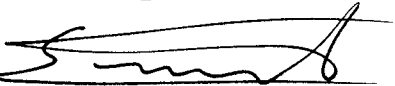
Michael King
Public Works Director

3.29.22
Date



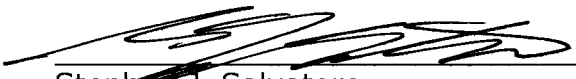
Cari James
Finance Director

3/31/2022
Date



Salvador Navarrete
City Attorney

3.23.2022
Date



Stephen J. Salvatore
City Manager

4.4.22
Date

RESOLUTION NO. 22-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING FINAL MAP FOR TRACT 4082 VILLAGE "FF2" WITHIN THE OLD RIVER DISTRICT, TOTALING 60 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. 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 2 of the project; and

WHEREAS, the land for the proposed Final Map for Tract 4082 is within the geographic boundaries of VTM 6716 and Stage 2B; and

WHEREAS, as required by the City's subdivision ordinance, all final maps must include a Subdivision Improvement Agreement (SIA) to guarantee specific offsite and onsite improvements; and

WHEREAS, the guarantees for Tract 4082 were provided with the approved SIA for Tract 4067 executed with River Islands Stage 2B, LLC and therefore no additional guarantee is required to be provided with the SIA for Tract 4082. Tracts 4067 and 4082 are collectively known as Village "FF"; and

WHEREAS, performance and labor & material securities were provided with the SIA for Tract 4067 that guarantee the unfinished improvements for Village "FF", including both Tract 4067 and 4082, in the amount as follows; and

Unfinished Improvement Total:	\$704,471
Performance Bond (110% of Unfinished Improvements):	\$774,918
Labor & Materials Bond (50% of Performance Bond)	\$387,459

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 "FF" was annexed to the four different Community Facilities Districts (CFDs) for maintenance purposes with the approval of the Tract 4067 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 4082 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 April 11, 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 11th day of April 2022 by the following vote:

AYES:

NOES:

ABSTAIN:


ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

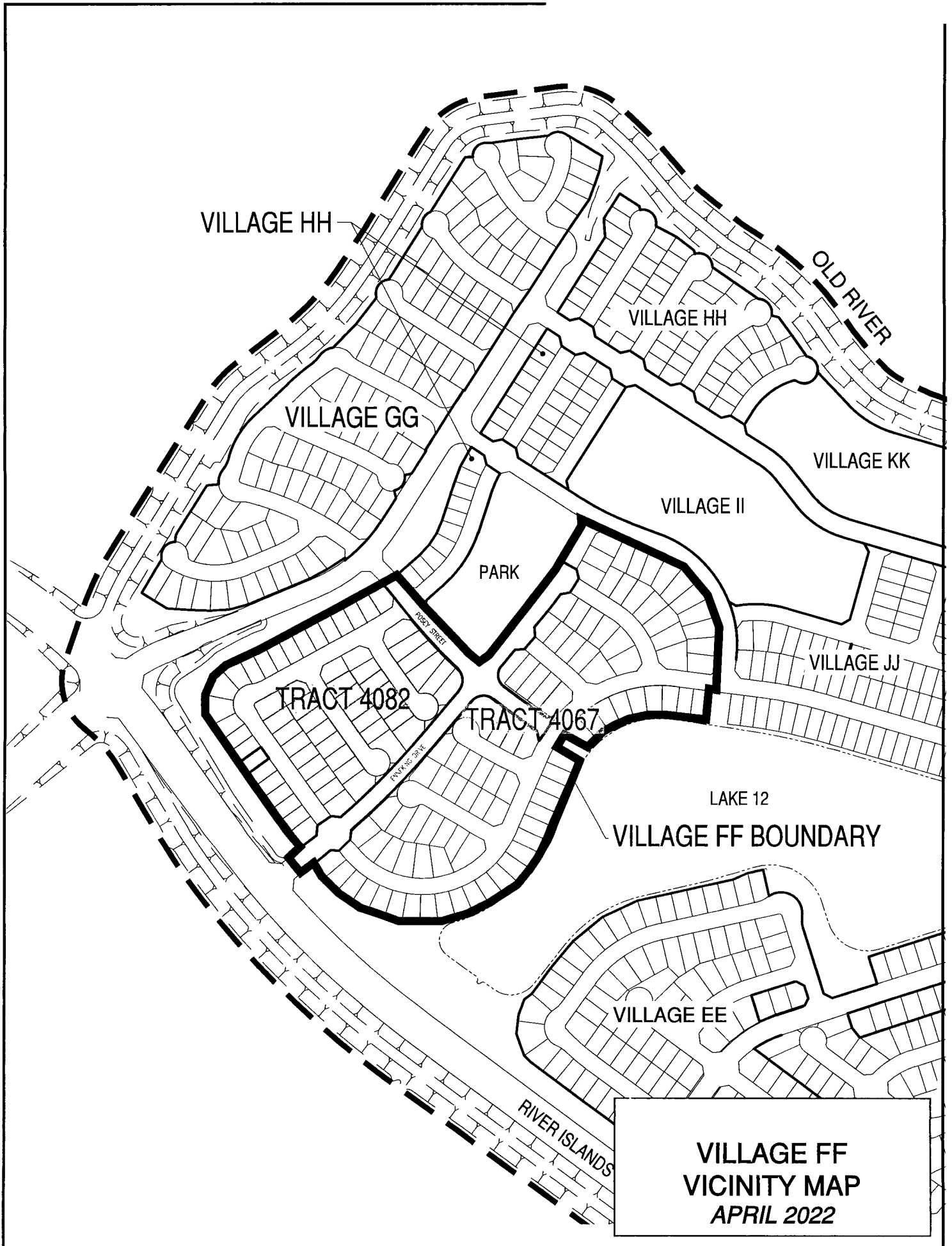
Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

ATTACHMENT B



**VILLAGE FF
VICINITY MAP
APRIL 2022**

SUBDIVISION IMPROVEMENT AGREEMENT

BY AND BETWEEN THE CITY OF LATHROP AND

RIVER ISLANDS STAGE 2B, LLC, A DELAWARE LIMITED LIABILITY COMPANY

FOR TRACT 4082 VILLAGE FF2” 60 RESIDENTIAL LOTS

RECITALS

A. This Agreement is made and entered into this **11th day of April 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 4082. However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with Tract 4082 (Village FF2”) located within the Old River District of River Islands Phase 2, which also includes major streets necessary to access the site. Performance and Labor & Material securities have been provided with the SIA for Tract 4067 that guarantee the unfinished improvements for Village “FF”, which includes Tract 4082, in the amount shown in Section 8, and therefore no additional security is needed for Tract 4082.

C. SUBDIVIDER has completed a portion of the joint trench improvements for Tract 4082 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 4082 and Village “FF” 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 4082 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 West neighborhood, to the limits identified in Exhibit "A", including the public landscaping, streetlight and joint trench improvements. A Vicinity Map is included as Exhibit "B".

All improvements shall be constructed to the satisfaction and approval of the City Engineer, in a good and workmanlike manner in accordance with the above referenced improvement plans and specifications, the improvement standards and specifications of the CITY'S Department of Public Works, the applicable Ordinances of the City of Lathrop and the California Subdivision Map Act.

2. SUBDIVIDER shall complete the Improvements, including all deferred and unfinished improvements, prior to occupancy of the last home constructed in Tract 4082 that is conveyed to a private interest not associated with the transfer of title of Tract 4082 associated with the filing of Tract 4082 (homebuilder), prior to the completion and occupancy of the last production dwelling unit associated with Tract 4082, or April 11, 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 \$441,877, equal to 10% of the estimated cost of the Improvements for the Village "FF" entire area (\$4,418,771) as included in the Engineer's estimate attached to this Agreement as Exhibit "D", to insure SUBDIVIDER'S repair and warranty of the Improvements in accordance with the terms of this Agreement. The Warranty Bond shall be released at the end of the one year guarantee period, provided there are no claims against it are then outstanding.

7. If SUBDIVIDER, in whole or in part, abandons the Improvements, or unnecessarily or unreasonably delays construction of the Improvements, fails to complete construction of the Improvements within the time specified in this Agreement, or fails to repair.

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4082 Village “FF2”

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 4082 as included and described in Exhibit “D” of this Agreement. Performance and Labor & Material securities have been provided with the SIA for Tract 4067 that guarantee the unfinished improvements for Village “FF2”, which includes Tract 4082, in the amount shown in Table 1 below and therefore no additional security is needed for Tract 4082. 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:	\$704,471
Performance Bond (Bond No. 0757364):	\$774,918
Labor & Materials Bond (Bond No. 0757341)	\$387,459

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 4082.

20. The following miscellaneous provisions are applicable to this Agreement:

a. Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the laws of the State of California.

b. Definitions. The definitions and terms are as defined in this Agreement.

c. Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.

d. Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

e. Incorporation of Documents. All documents referred to herein and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated herein and shall be deemed to be part of this Agreement.

f. Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4082 Village "FF2"

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 4082

EXHIBIT B TRACT 4082 AND VILLAGE "FF2" AREA

EXHIBIT C: CITY INSURANCE REQUIREMENTS

EXHIBIT D: UNFINISHED IMPROVEMENT COST ESTIMATE AND VILLAGE "FF"
IMPROVEMENTS COST ESTIMATE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 11th day of April 2022, at Lathrop, California.

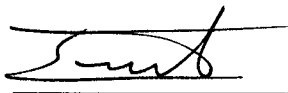
ATTEST: TERESA VARGAS
City Clerk of and for the City
of Lathrop, State of California

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:  _____ 3-23-2022
Salvador Navarrete Date
City Attorney

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4082 Village "FF2"

SUBDIVIDER

River Islands Stage 2B, LLC,
a Delaware limited liability company

BY: _____
Susan Dell'Osso
President

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4082 Village "FF2"

EXHIBIT "A"

FINAL MAP - TRACT 4082

OWNER'S STATEMENT

THE UNDERSIGNED, DOES HEREBY STATE THAT THEY ARE THE OWNERS OF HAVE SOME RECORD TITLE INTEREST IN THE LAND DESCRIBED AND ENRICHED WITHIN THE EXTENSION BOUNDARY LINE OF THE HEREN ENDED FINAL MAP OF TRACT 4082, RIVER ISLANDS-STAGE 2B, VILLAGE FF2, CITY OF LATHROP, CALIFORNIA, CONSISTING OF EIGHT (8) SHEETS, BEING THE ENTIRE TRACT AS SHOWN ON 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 LOTS BEING DESIGNATED ON SAID MAP AS: "PUBLIC RIGHT-OF-WAY", "ROBERTS HILL COURT", "ROBERTS COURT", "PIZZET STREET" AND "WILLOW DRIVE" AS SHOWN ON THIS FINAL MAP.
2. A NON-EXCLUSIVE EASEMENT TO THE CITY OF LATHROP, TOGETHER WITH THE RIGHT TO CONVEY, OIL, RECONSTRUCT, REPAIR AND MAINTAIN POLES, WIRES, CABLES, PIPES, AND CONDUITS AND THEIR APPURTENANCES, UNDER THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS "PUBLIC UTILITY EASEMENT".
3. A NON-EXCLUSIVE EASEMENT TO THE CITY OF LATHROP FOR PURPOSES OF REPAIR AND MAINTENANCE OF THE "GROUND WELL FOR THE AREAS DESIGNATED AS "WELL EASEMENT" (W.E.) AS SHOWN ON THIS FINAL MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

1. TO THE CITY OF LATHROP, IN FEE, PARCELS A AND B FOR PURPOSES OF OPEN SPACE, INCLUDING PUBLIC UTILITIES, STORM DRAIN FACILITIES, SANITARY SEWER FACILITIES, FENCE MAINTENANCE, AND APPURTENANCES THEREOF, FOR THE BENEFIT OF THE PUBLIC, AS SHOWN ON THIS FINAL MAP.
- THE UNDERSIGNED DOES HEREBY BELONG TO THE CITY OF LATHROP ALL WRITERS RIGHT OF ACCESS TO LOTS 1, 2A, 2B, 3A, 40, 41, 54 AND 55, 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 DISTRICTIVE BORDER UPON THIS MAP, HEREBY ARE DELEGATED TO THE CITY OF LATHROP.

OWNER: RIVER ISLANDS STAGE 2B, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____ DATE: _____
SUSAN BULLOCKSIN PRESIDENT

TRUSTEES STATEMENT

DATED THIS _____ DAY OF _____, 2022.

OLD REPUBLIC TITLE COMPANY, AS TRUSTEE, UNDER THE DEED OF TRUST RECORDED DECEMBER 22, 2014, DOCUMENT NUMBER 2014-058684, AND AS AMENDED IN DOCUMENT RECORDED DECEMBER 26, 2017 AS DOCUMENT NUMBER 2017-048202, AND AS AMENDED IN DOCUMENT RECORDED APRIL 15, 2020 AS DOCUMENT NUMBER 2020-048202, OFFICIAL RECORDED AT SAN JOAQUIN COUNTY.

BY: _____ NAME: _____
T.S. _____

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 IDENTIFIED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED 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,

SIGNATURE _____
NAME (PRINT) _____
PRINCIPAL COUNTY OF BUSINESS _____
MY COMMISSION NUMBER _____
MY COMMISSION EXPIRES _____

**TRACT 4082
RIVER ISLANDS - STAGE 2B
VILLAGE FF2**

A PORTION OF PARCELS EL, PESCUDO, BEING A SUBDIVISION OF TRACT 4087 (43 MAP 163) CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA, DATED MARCH, 2022.



CITY CLERK'S STATEMENT

I, TERESA VARGAS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE HEREN ENDED MAP ENTITLED "TRACT 4082, RIVER ISLANDS-STAGE 2B, VILLAGE FF2," CITY OF LATHROP, CALIFORNIA, CONSISTING OF EIGHT (8) SHEETS, THIS INSTRUMENT BEING REFERRED TO AS "SAID CITY COUNCIL APPROVAL MAP," AT A MEETING HEREBY HELD ON _____ DAY OF _____, 2022, AT _____ O'CLOCK _____ P.M., AT THE CITY CLERK'S OFFICE, HAS BEEN PASSED AND ADOPTED AS SAID MEETING APPROVE SAID RESOLUTION NO. _____ ONLY PASSED AND ADOPTED AT SAID MEETINGS APPROVE SAID MAP, AND AUTHORIZED ITS RECORRATION, AND ACCEPTED ON BEHALF OF THE CITY OF LATHROP FOR PUBLIC USE, THE REINFORCEMENT OF ACCESS RIGHTS TO LOTS 1, 2, 2A, 3A, 40, 41, 54 AND 55, ALONG THE LOT LINES AS INDICATED BY THE SYMBOL *|||||* THE DEDICATION IN FEE OF LOTS A AND B, THE DEDICATION AS INDICATED BY THE SYMBOL *|||||* THE DEDICATION OF ALL PUBLIC UTILITY EASEMENTS, WELL EASEMENTS AND ACCESS RIGHTS TO LOTS A AND B, AND THE DEDICATION OF ALL PUBLIC UTILITY EASEMENTS, WELL EASEMENTS AND ACCESS RIGHTS TO LOTS A AND B, AS SHOWN ON SAID MAP SUBJECT TO THE IMPROVEMENTS BEING COMPLETED IN ACCORDANCE WITH CHAPTER 16, TITLE 16.10 OF THE CITY OF LATHROP MUNICIPAL CODE.

A SAID PLEDGMENT TO SECTION 66400(a) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE CITY OF LATHROP DOES HEREBY WAIVE ON ALL OF THE PUBLIC UTILITY EASEMENT PER 16.03, D.N. 2021-01070, S.J.C.R. WITHIN THE BOUNDARY OF PARCELS OF TRACT 4087.

I FURTHER STATE THAT ALL FEES 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.

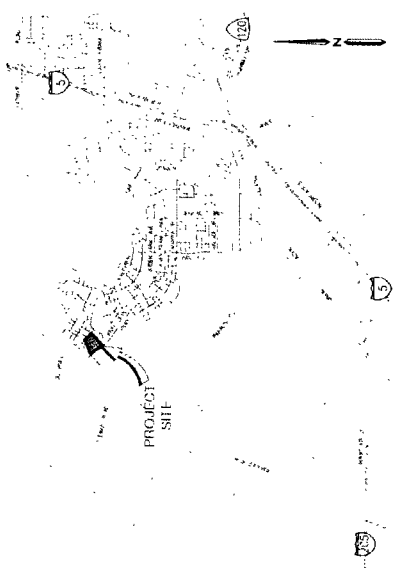
STATE OF CALIFORNIA }
COUNTY OF SAN JOAQUIN }

ON _____, 2022 BEFORE ME, _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO IDENTIFIED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED 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,

SIGNATURE _____
NAME (PRINT) _____
PRINCIPAL COUNTY OF BUSINESS _____
MY COMMISSION NUMBER _____
MY COMMISSION EXPIRES _____



VICINITY MAP
NOT TO SCALE

SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

THIS MAP CONFORMS TO VESTING TENTATIVE MAP NO. 876 RECOMMENDED BY THE PLANNING COMMISSION ON MAY 19, 2021 FOR CITY COUNCIL APPROVAL PER PC RESOLUTION NO. 21-14

DATED THIS _____ DAY OF _____, 2022.

MARK WESSLER, COMMUNITY DEVELOPMENT DIRECTOR
CITY OF LATHROP

CITY ENGINEER'S STATEMENT

I, GIAN FERHARLI, MEMBER STATE MAP 11, AM THE CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF THE CITY OF LATHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS APPEARED ON THE VESTING TENTATIVE MAP NO. 876 RECOMMENDED BY THE PLANNING COMMISSION ON MAY 19, 2021 FOR CITY COUNCIL APPROVAL PER PC RESOLUTION NO. 21-14. I FURTHER STATE THAT THIS FINAL MAP COMPLETES WITH ALL PROMOTIONS OF CHAPTER 2 OF THE CALIFORNIA STATE SUBDIVISION MAP ACT AND THAT THE MAP COMPLETES THE CITY OF LATHROP, AND ANY AMENDMENTS THEREOF, APPLICABLE AT THE TIME OF APPROVAL OF SAID VESTING TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2022.

CLIENT: GERHARDT, S.C.E., 34681
CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA



RECORDERS STATEMENT

FILED THIS _____ DAY OF _____, 2022, AT _____ M.
BOOK _____ OF MAPS AND PLATS, AT PAGE _____ AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.
FEE: _____

BY: _____ ASSISTANT/DEPUTY RECORDER
STEVE BRESTON, ASSESSESSOR-RECORDER-COUNTY CLERK
SAN JOAQUIN COUNTY, CALIFORNIA

CITY SURVEYOR'S STATEMENT

I, DARRYL A. ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF TRACT 4082, RIVER ISLANDS-STAGE 2B, VILLAGE 1ST, CITY OF LAHORE, CALIFORNIA, AND I AM SATISFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2022.



DARRYL A. ALEXANDER, P.L.S. 5071
CITY SURVEYOR

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF RIVER ISLANDS DEVELOPMENT, LLC, ON JANUARY 11, 2022. I HEREBY STATE ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED ON THIS MAP. THEY WILL BE SET IN THESE POSITIONS BEFORE DECEMBER 31, 2023, AND THAT THE MONUMENTS ARE, OR THAT THEY WILL BE, IN SUCH POSITIONS AS TO BE CONFORMANT WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES TO THE APPROVED ANNEKED, EXISTING TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2022.



DYAN CRUMPLER, P.L.S. NO. 7788

TRACT 4082
RIVER ISLANDS - STAGE 2B
VILLAGE #F2

A PORTION OF PARCEL E1, PESQUERA, BEING A SUBDIVISION OF PARCEL 1 OF TRACT 4087 (43 MAP 163), CITY OF LAHORE, SAN JOAQUIN COUNTY, CALIFORNIA, MARCH, 2022.



EASEMENT ABANDONMENT NOTE

ALL OF THE PUBLIC UTILITY EASEMENTS, P.S. 010, D.M. 2001-01377, S.L.C.P. WITHIN THE BOUNDARY OF PARCEL 1 OF TRACT 4082, S BEING ABANDONED BY THIS FINAL MAP, PLEASE REFER TO THE CITY CLERK'S STATEMENT ON SHEET 1.

REFERENCES

- (P1) TRACT 4032, RIVER ISLANDS-STAGE 2B, LARGE LOT FINAL MAP, FILED OCTOBER 8, 2020, IN BOOK 43 OF MAPS AND PLATS, PAGE 142, S.L.C.R. (43 MAP 142)
- (R2) TRACT 4007, RIVER ISLANDS-STAGE 2B, VILLAGE FT., FILED MARCH 19, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 163, S.L.C.R. (43 MAP 163)
- (P2) TRACT 4089, RIVER ISLANDS-STAGE 2B, VILLAGE 1H1, FILED OCTOBER 23, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 198, S.L.C.R. (43 MAP 198)
- (R4) TRACT 4091, RIVER ISLANDS-STAGE 2B, VILLAGE G21, FILED OCTOBER 29, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 197, S.L.C.R. (43 MAP 187)

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:

- 1. BECOMED ISLAND LAMB COMPANY, RESERVATION FOR OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER 2001-0106177, S.L.C.R.

CERTIFICATE OF DEDICATION

THE FOLLOWING REAL PROPERTY IS DEDICATED BY PAVCO ISLANDS STAGE 2B, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS FOLLOWS:

- 1) PARCELS A AND B, FOR PURPOSES OF LANGOSAP, OPEN SPACE INCLUDING PUBLIC UTILITIES AND STORM DRAIN FACILITIES, AND PEDESTRIAN WALKWAYS AND EGRESS.
- THE CITY OF LAHORE 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	DIRECTION	LENGTH
L1	N84°51'07"E	44.95'
L2	N65°05'40"E	236.43'
L3	N67°31'07"E	367.40'
L4	N27°17'13"W	34.35'
L5	N39°05'58"W	4.96'
L6	N39°07'52"W	119.04'
L7	N42°06'57"E	60.01'
L8	N40°21'37"E	218.84'
L9	N84°31'29"W	36.00'
L10	N55°31'50"E	60.14'
L11	N50°58'21"E	34.91'
L12	N50°15'08"E	168.33'
L13	N84°05'15"W	42.91'
L14	N35°35'43"W	497.38'
L15	N50°15'08"E	334.07'

LINE	DIRECTION	LENGTH
L16	N50°15'08"E	17.46'
L17	N50°15'08"E	316.81'
L18	N40°21'37"E	596.78'
L19	N46°02'52"E	7.78'

CURVE	RADIUS	DELTA	LENGTH
C1	555.00	1076.58'	99.61'
C2	635.00	2870.35'	201.96'
C3	1090.00	6738.32'	125.21'
C4	1805.00	7231.91'	232.77'
C5	50.00	8720.55'	68.95'
C6	2670.00	9703.91'	414.08'
C7	2937.00	2740.34'	142.60'
C8	2103.00	4707.15'	155.60'
C9	2100.00	615.25'	228.33'
C10	600.00	1923.15'	203.38'
C11	2650.00	9753.37'	457.52'
C12	1835.00	2739.57'	85.38'
C13	3000.00	4706.03'	214.80'

TRACT 4082 AREA SUMMARY	
LOTS 1 THROUGH 63	5,329 AC±
STREET DEDICATIONS	37,915 AC±
PARCELS A AND B	4,403 AC±
TOTAL:	16,427 AC±

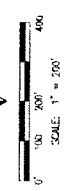
RECITALS

- 1. RIGHT TO FARM STATUTE: PER CITY OF LAHORE MUNICIPAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15.04.01, THE CITY OF LAHORE PERMITS OPERATION OF PROPERLY CONDUCTED AGRICULTURAL OPERATIONS WITHIN THE CITY LIMITS, INCLUDING THOSE THAT UTILIZE CHEMICAL FERTILIZERS AND PESTICIDES, AND HEREBY NOTICES THAT THE PROPERTY YOU ARE SPRAYING MAY BE LOCATED CLOSE TO AGRICULTURAL LANDS AND OPERATIONS. YOU MAY BE SUBJECT TO PESTICIDES AND FROM OTHER AGRICULTURAL ACTIVITIES INCLUDING BUT NOT LIMITED TO CHEMICALS AND SPRAYING, IRRIGATION, PLANNING, HARVESTING, BURNING OF AGRICULTURAL WASTE PRODUCTS, PROTECTION OF SOILS AND ANIMALS FROM DEPRIDATION, AND OTHER ACTIVITIES WHICH MAY GENERATE DUST, SMOKE, NOISE, ODOR, PESTICIDES AND PESTICIDE RESIDUES. YOU ARE ADVISED THAT THIS PROPERTY MAY BE LOCATED ADJACENT TO AGRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION, CONSEQUENTLY, DEPENDING ON THE LOCATION OF YOUR PROPERTY, YOU MAY BE SUBJECT TO AGRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION. YOU ARE ADVISED THAT THIS PROPERTY MAY BE SUBJECT TO AGRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION, CONSEQUENTLY, DEPENDING ON THE LOCATION OF YOUR PROPERTY, YOU MAY BE SUBJECT TO AGRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION.
- 2. A SOIL REPORT ENTITLED "GEOTECHNICAL EXPLORATION, RIVER ISLANDS PHASE 1, LAHORE, CALIFORNIA" REFERENCED AS PROJECT NO. 5044-030101 AND DATED JULY 29, 2020, HAS BEEN PREPARED FOR THIS PROJECT BY ENRJO, INCORPORATED, JOSEPH J. TOOTLE, A.E. NO. 2677, AND IS ON FILE WITH THE CITY OF LAHORE.
- 3. TRACT 4082, RIVER ISLANDS-STAGE 2B, VILLAGE #F2, CONTAINS 60 ESSENTIAL LOTS CONTAINING 8.33 ACRES, MORE OR LESS, PARCELS A AND B CONTAINING 4.40 ACRES, MORE OR LESS, AND ROUGHLY CONTAINING 2.70 ACRES, MORE OR LESS, THAT ARE BEING DEDICATED BY THIS FINAL MAP, AS SHOWN ON THIS FINAL MAP (PLEASE REFER TO THE AREA TABLE BELOW).

- 4. PLEASE SEE INFORMATION CONTAINED IN THE PRECEDING PAGE REPORT, OFFER NUMBER 121457247-LE (VERSION 2), DATED MARCH 4, 2022, PREPARED BY GAO REPUBLIC TITLE COMPANY.

TRACT 4082 RIVER ISLANDS - STAGE 2B VILLAGE FF2

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 1 OF TRACT 4087 (A3 MAP 163)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA,
MARCH 2022



LEGEND

- FOUND MONUMENT PER (R1) AND (R2), RESPECTIVELY
- FOUND 3/4" IRON PIPE WITH CAP STAMPED "PLS 778F HFF (R1), (R2) AND (R3), 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
- MEASURED AND RECORD DATA PER REFERENCE (R1)
 DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2
- MONUMENT TO BOUNDARY
 MONUMENT TO MONUMENT
 RADIAL BEARING
 TOTAL
 BOUNDARY
 DEEDUMENT NUMBER
 PUBLIC UTILITY EASEMENT
 WALL EASEMENT
 W.C.
 U1/U1/RT
 LINE, CURVE, TANGENT LINE
 EASEMENT REFERENCE NUMBER

NOTES

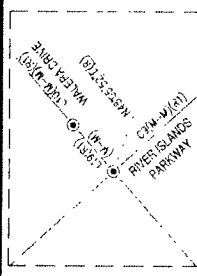
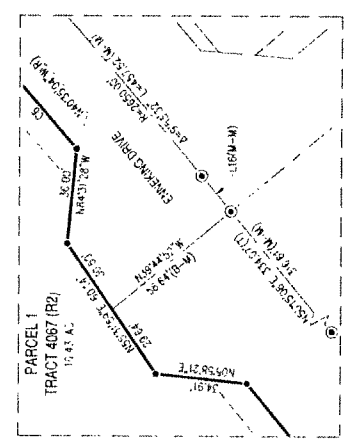
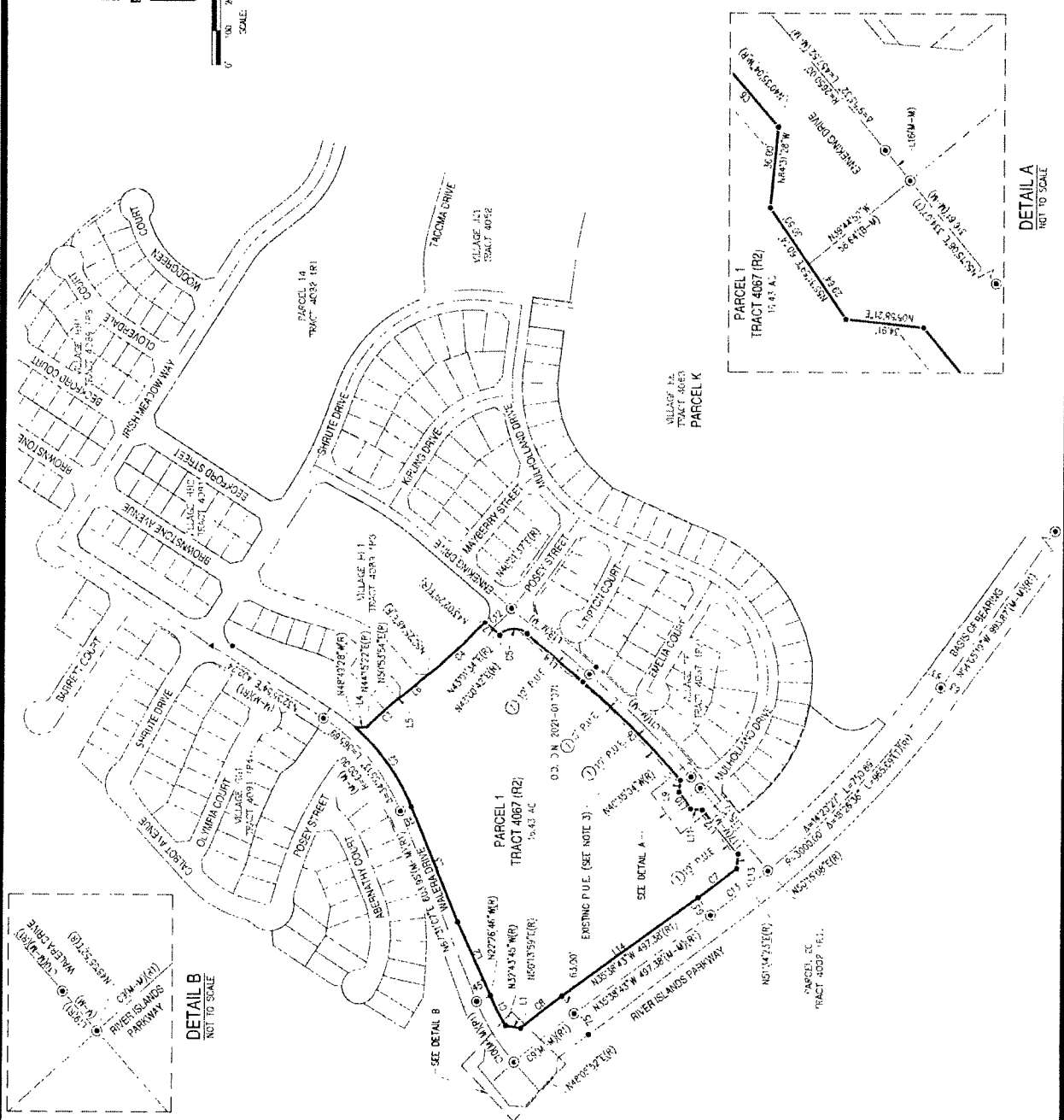
1. SEE SHEET 2 FOR REFERENCES
2. SEE SHEET 2 FOR LINE AND CURVE TABLES
3. ALL OF THE PUBLIC UTILITY EASEMENT PER I.O.D. D.N. 2021-07071, S.I.C.R. WITHIN THE BOUNDARY OF PARCEL 1 OF TRACT 4087 IS BEING ABANDONED BY THIS FINAL MAP. PLEASE REFER TO THE CITY CLERK'S STATEMENT ON SHEET 1.

BASIS OF BEARINGS

THE BEARING OF NORTH 54°05'18" WEST BETWEEN FOUND MONUMENTS ALONG RIVER ISLANDS PARKWAY AS SHOWN ON RIVER ISLANDS PARKWAY PER TRACT 4032 FILED OCTOBER 8, 2020 IN BOOK 43 OF MAPS AND PLATS, AT PAGE 42, RECORDS OF SAN JOAQUIN COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP (ZONE 3, NAD83). ALL DISTANCES SHOWN HEREIN ARE GROUND DISTANCES

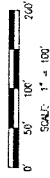
EASEMENTS

1. PUBLIC UTILITY EASEMENT PER I.O.D. D.N. 2021-07071, S.I.C.R. WITHIN ALL OF THE PUBLIC UTILITY EASEMENT WITHIN THE BOUNDARY OF PARCEL 1 OF TRACT 4087 IS BEING ABANDONED BY THIS FINAL MAP. PLEASE REFER TO THE CITY CLERK'S STATEMENT ON SHEET 1



TRACT 4082
RIVER ISLANDS - STAGE 2B
VILLAGE FF2

A PORTION OF RANCHO EL PESQUERO, BEING
 A SUBDIVISION OF PARCEL 1 OF TRACT 4067 (43 MAP 163)
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
 MAP 04-702Z



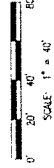
LEGEND

- BOUNDARY
- LOT LINE
- EXISTING ROADWAY EASEMENT
- SHEET NUMBER
- SHEET LIMIT LINE
- RESTRICTED ACCESS



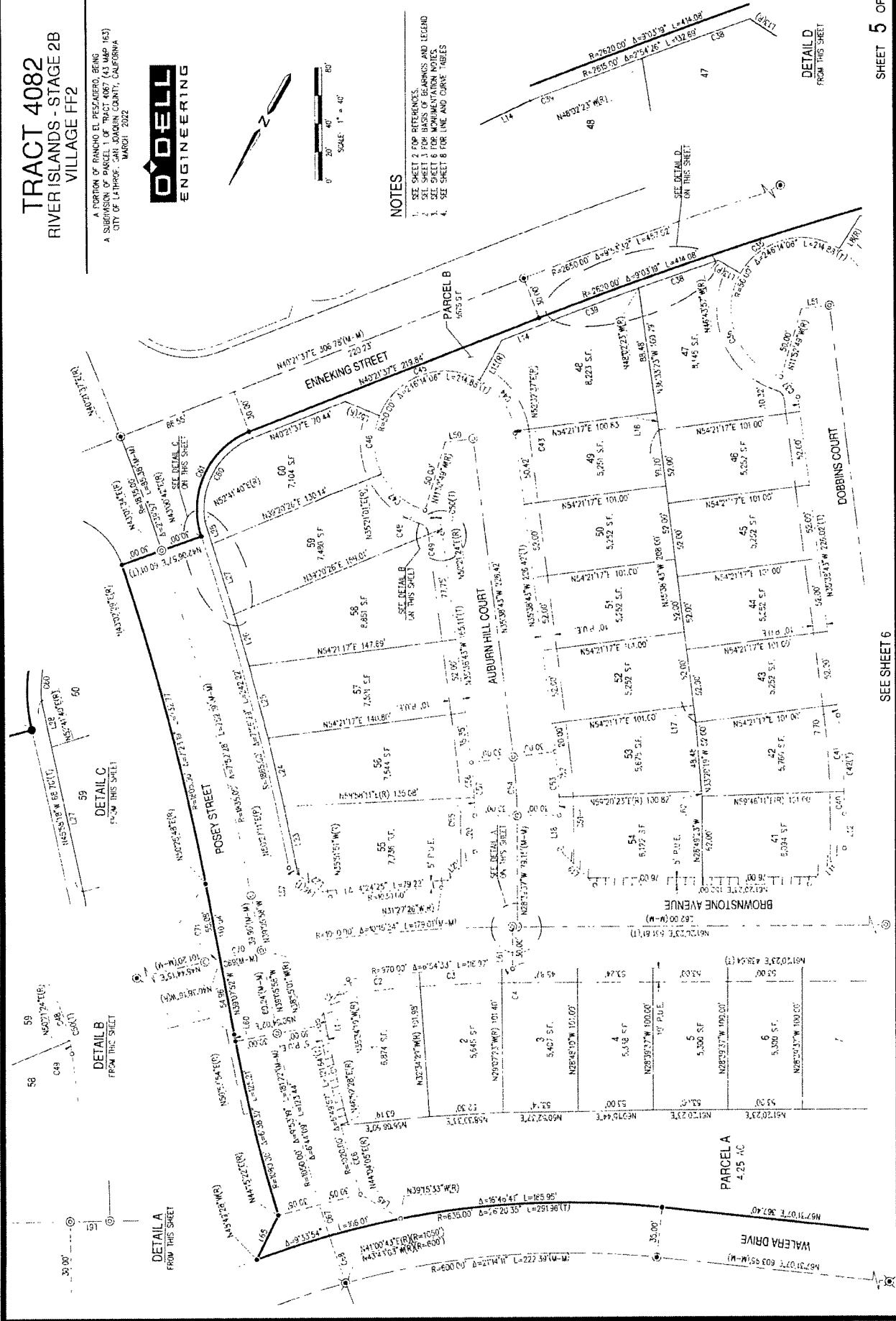
TRACT 4082
RIVER ISLANDS - STAGE 2B
VILLAGE FF2

A PORTION OF RANCHO EL PESCADERO, BEING
 A SUBDIVISION OF PARCEL 1 OF TRACT 4087 (43 MAP 163)
 CITY OF LA HABRA, SAN JOAQUIN COUNTY, CALIFORNIA
 MARCH, 2022



NOTES

1. SEE SHEET 2 FOR REFERENCES.
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND.
3. SEE SHEET 6 FOR DIMENSIONAL NOTES.
4. SEE SHEET 8 FOR LINE AND CURVE TABLES.



DETAIL A
 FROM THIS SHEET

DETAIL B
 FROM THIS SHEET

DETAIL C
 FROM THIS SHEET

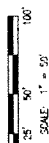
DETAIL D
 FROM THIS SHEET

SEE SHEET 6

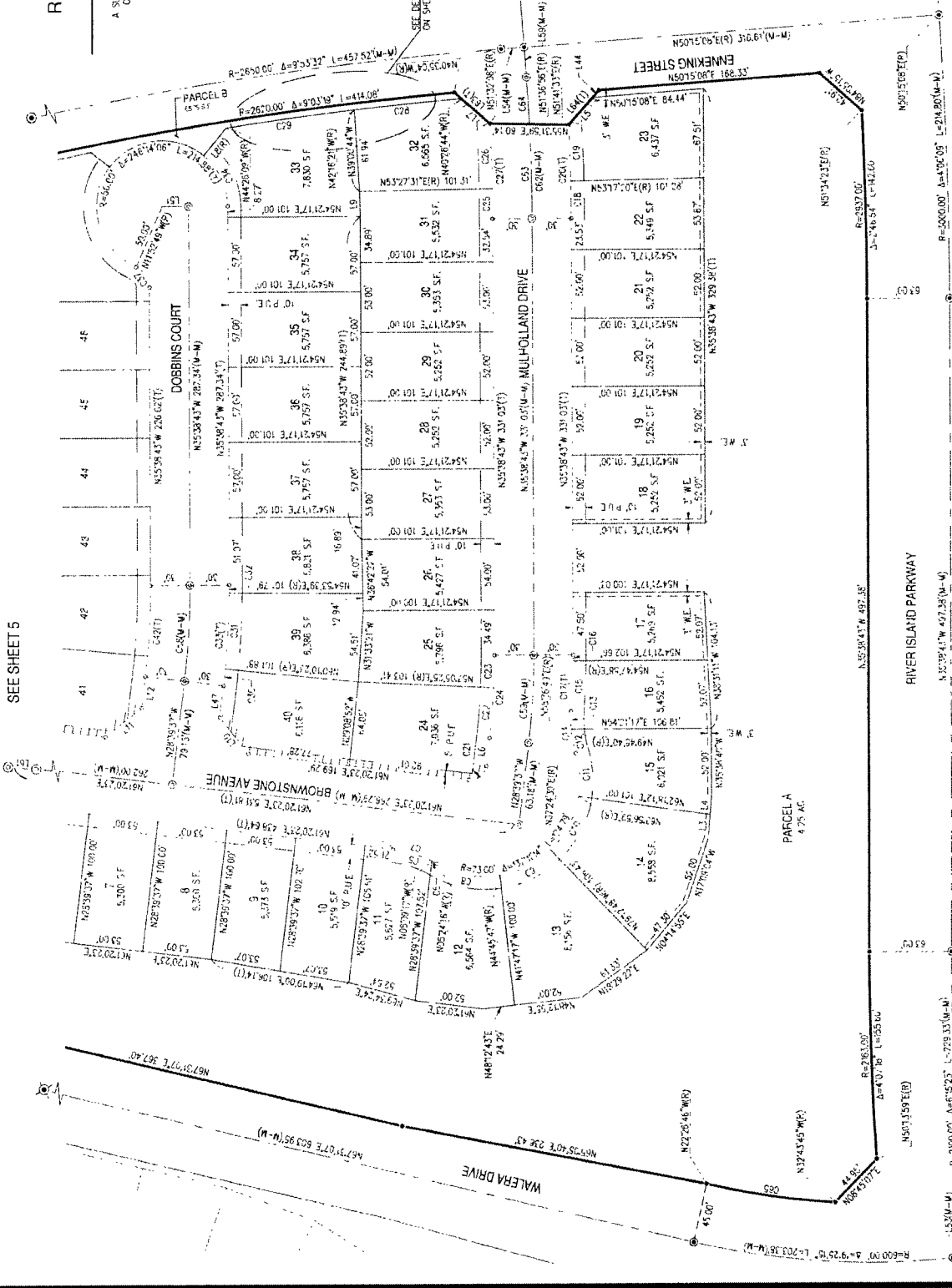
SHEET 5 OF 8

TRACT 4082
RIVER ISLANDS - STAGE 2B
VILLAGE FF2

A PORTION OF RANCHO EL ESCADERO, BEING
 A SUBDIVISION OF PARCEL 1 OF TRACT 4087 (43 MAP 183)
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
 MARCH 2022



SEE SHEET 5



NOTES

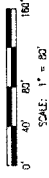
1. SEE SHEET 3 FOR REFERENCES
2. SEE SHEET 2 FOR MONUMENTATION LEGEND
3. SEE SHEET 1 FOR MONUMENTATION NOTES
4. SEE SHEET 4 FOR LINE AND CURVE TABLES

MONUMENTATION NOTES

- FOUND MONUMENT PER TRACTS 4032 (R1) & 4067 (R2)
- ⊗ FOUND MONUMENT PER TRACT 4081 (R4)
- ⊙ FOUND MONUMENT PER TRACT 4069 (R2)
- FOUND 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R1), (R2) AND (R3)
- ▲ FOUND 2-1/2" DPASS DISK STAMPED "PLS 7788" PER (R1)
- ⊕ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊖ SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- ⊗ SET 5/8" x 3/4" REBAR W/ PLASTIC PLUG "PLS 7788"
- ⊙ SET 1 1/2" DPASS DISK STAMPED "PLS 7788" IN SIDEWALK 100' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS.

TRACT 4082
RIVER ISLANDS - STAGE 2B
VILLAGE FF2

A PORTION OF PARISHO EL PESCADERO, BEING
 A SUBDIVISION OF PARCEL 1 OF TRACT 4067 (43 MAP 163)
 CITY OF LA HABRA, SAN JOAQUIN COUNTY, CALIFORNIA
 MARCH, 2022



NOTES

1. SEE SHEET 2 FOR REFERRED'S
2. SEE SHEET 3 FOR EACH OF BEARINGS AND LEGEND.
3. SEE SHEET 6 FOR MONUMENTATION NOTES
4. SEE SHEET 8 FOR LINE AND CURVE TABLES



DETAIL D
 FROM SHEET 5

TRACT 4082
RIVER ISLANDS - STAGE 2B
VILLAGE FF2

A PORTION OF RANCHO EL PESQUERO, BEING
 A SUBDIVISION OF PARCEL 1 OF TRACT 4087 (43 MAP 163)
 CITY OF LATHROP, SAN JUAN COUNTY, CALIFORNIA
 MARCH 2022



LINE AIR CURVE TABLES FOR COURSES SHOWN ON SHEETS 5 THROUGH 7 ONLY

LINE TABLE		LINE TABLE		LINE TABLE	
LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH
L1	S37°05.58'E	3.46'	L17	N44°36.78'E	34.66'
L2	S77°39.67'W	36.43'	L18	N82°51.40'W	38.19'
L3	N45°58.13'W	18.33'	L19	N47°05.10'W	48.91'
L4	N82°59.17'W	13.25'	L20	N41°37.36'W	19.51'
L5	S58°52.71'W	27.75'	L21	S43°11.91'E	52.45'
L6	S26°39.37'E	21.68'	L22	N47°34.98'W	38.21'
L7	N84°31.26'W	29.05'	L23	S45°58.18'E	52.17'
L8	N55°44.81'E	27.01'	L24	S45°58.18'E	16.52'
L9	S37°04.29'E	19.26'	L25	S56°16.50'W	63.19'
L10	N73°39.37'W	35.38'	L26	S58°29.33'W	52.20'
L11	N6°02.23'E	35.36'	L27	S6°52.77'W	53.14'
L12	N28°39.37'W	24.15'	L28	S60°15.06'W	108.14'
L13	S88°70.9'E	18.13'	L29	S60°15.06'W	108.14'
L14	S47°23.7'W	79.13'	L30	S60°15.06'W	108.14'
L15	N6°56.27'E	37.37'	L31	S60°15.06'W	108.14'
L16	S38°12.93'E	12.31'	L32	S81°20.27'W	67.89'
L17	S2°38.43'E	12.20'	L33	S48°17.43'W	24.29'
L18	N28°39.37'W	24.15'	L34	S18°29.27'W	81.33'
L19	S73°59.07'E	35.46'	L35	S47°45.5'W	47.30'
L20	N38°59.37'W	24.41'	L36	S17°09.04'E	52.00'

C.P.C. TABLE		C.P.C. TABLE	
CURVE	RADIUS	DELTA	LENGTH
C1	1020.00	49°34'	71.67'
C2	970.00	2°59.41'	50.70'
C3	970.00	327°16'	58.44'
C4	970.00	0°27.46'	7.92'
C5	97.00	1,202°20'	31.14'
C6	87.00	2,450°0'	4.18'
C7	87.00	1,375°22'	35.31'
C8	73.00	397°31'	58.15'
C9	73.00	347°26'	43.82'
C10	73.00	362°13'	49.93'
C11	73.00	263°29'	33.82'
C12	73.00	1,271°10'	18.76'
C13	87.00	8°37.08'	11.44'
C14	87.00	211°23'	32.20'
C15	540.00	348°53'	36.61'
C16	540.00	0°29.41'	4.50'
C17	540.00	4°33.11'	43.11'
C18	540.00	103°53'	28.46'
C19	1533.00	125°47'	42.43'
C20	1533.00	2°34.44'	71.61'
C21	1210.00	63°27.00'	18.85'
C22	520.00	414°57'	38.26'
C23	520.00	744°09'	24.83'
C24	520.00	6°59.03'	63.39'
C25	14,807.00	0°53.44'	22.98'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C26	1470.00	155°23'	49.34'
C27	1470.00	24°09'	72.23'
C28	2615.00	147°37'	81.86'
C29	2615.00	2°39.49'	88.74'
C30	630.00	109°59'	12.83'
C31	630.00	5°16.44'	58.05'
C32	630.00	0°27.22'	5.93'
C33	630.00	6°53.09'	76.80'
C34	50.00	52°26.28'	44.02'
C35	50.00	97°15.48'	80.51'
C36	50.00	107°31.99'	90.45'
C37	17.00	6°14.06'	19.65'
C38	2615.00	118°26'	59.86'
C39	2615.00	1°36.00'	73.03'
C40	570.00	1°34.17'	15.82'
C41	570.00	57°45.3'	53.87'
C42	271.00	6°39.05'	69.46'
C43	30.00	148°40'	1.92'
C44	50.00	91°38.15'	45.01'
C45	50.00	97°23.27'	84.97'
C46	53.00	48°11.98'	47.81'
C47	50.00	47°33.59'	47.21'
C48	17.00	6°14.11'	18.47'
C49	17.00	3°39.43'	1.15'
C50	17.00	6°14.06'	19.65'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C51	268.00	2°00.00'	12.84'
C52	368.00	4°59.06'	32.02'
C53	368.00	6°59.05'	44.96'
C54	338.00	5°39.05'	41.27'
C55	308.00	2°27.11'	12.74'
C56	308.00	4°36.54'	24.91'
C57	308.00	6°59.05'	37.50'
C58	608.00	6°59.05'	73.15'
C59	550.00	6°59.05'	67.00'
C60	54.00	77°39.97'	73.20'
C61	59.00	6°20.55'	86.92'
C62	1500.00	4°26.07'	107.46'
C63	1500.00	244°21'	71.71'
C64	1500.00	1°21.48'	36.69'
C65	550.00	10°18.58'	97.65'
C66	1020.00	248°23'	48.96'
C67	1090.00	7°41.6'	22.68'
C68	1050.00	1°34.54'	36.10'
C69	1000.00	2°20.44'	40.94'
C70	1000.00	1°15.15'	30.03'
C71	1000.00	3°37.29'	19.97'

LINE TABLE	
LINE	DIRECTION
L51	N61°20.23'E
L52	S33°20.91'E
L53	S58°52.7'W
L54	S58°52.7'W
L55	N27°03.7'W

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4082 Village "FF2"

EXHIBIT "B"

TRACT 4082 VILLAGE "FF2" AREA

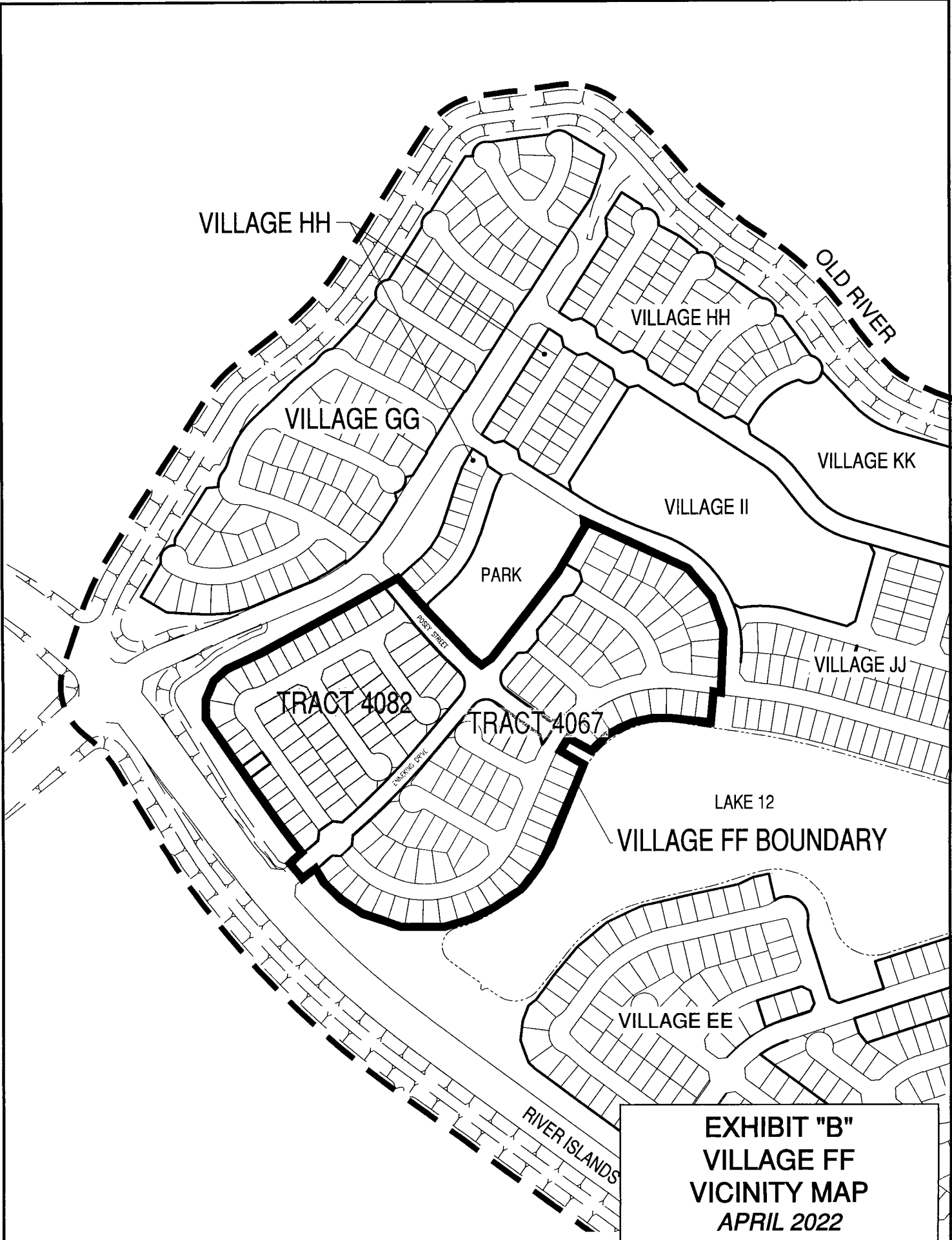


EXHIBIT "B"
VILLAGE FF
VICINITY MAP
APRIL 2022

EXHIBIT "C"

CITY INSURANCE REQUIREMENTS

1. The Subdivider shall obtain commercial general liability insurance companies licensed to do business in the State of California with an A.M. Best Company rating Insurance rating of no less than A:VII which provides coverage for bodily injury, personal injury and property damage liability in the amount of at least \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.

Said insurance coverage shall be evidenced by a certificate of insurance with policy endorsements, executed by an authorized official of the insurer(s). All parties to the Subdivision Improvement Agreement must be named insured on the policy. The policy endorsements to be attached to the certificate must provide all the following:

a. Name the City of Lathrop, its officers, City Council, boards and commissions, and members thereof, its employees and agents as additional insured as respects to any liability arising out of the activities of the named insured. A CG 2010 or CG 2026 endorsement form or the equivalent is the appropriate form.

b. State that "the insurance coverage afforded by this policy shall be primary insurance as respects to the City of Lathrop, its officers, employees and agents. Any insurance or self-insurance maintained by the City of Lathrop, its officers, employees, or agents shall be in excess of the insurance afforded to the named insured by this policy and shall not contribute to any loss.

c. Include a statement that, "the insurer will provide to the City at least thirty (30) days prior notice of cancellation or material change in coverage." The above language can be included on the additional insured endorsement form or on a separate endorsement form.

d. The policy must contain a cross liability or severability of interest clause.

e. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/05/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 333 S Hope St Ste 3750 Los Angeles CA 90071 License#: 0C36861 RIVEISL-01	CONTACT NAME: Michelle Sanchez PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: Michelle.Sanchez@alliant.com <table border="1" style="width: 100%; margin-top: 5px;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : United Specialty Insurance Com</td> <td style="text-align: center;">12537</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : United Specialty Insurance Com	12537	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER: 1647518869** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y		ATN2117764P	3/19/2021	3/19/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: FM 4082
 City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents are included as Additional Insureds as respects to General Liability. General Liability shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by City of Lathrop, its officers, employees and agents.

CERTIFICATE HOLDER City of Lathrop 390 Towne Centre Drive Lathrop CA 95330	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents 390 Towne Centre Drive Lathrop, CA 95330	As Required By Written Contract, Fully Executed Prior To The Named Insured's Work
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

United Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 051 00 (02/20)

PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** of the **COMMERCIAL GENERAL LIABILITY COVERAGE PART**, and supersedes any provision to the contrary:

Primary and Non-Contributory Insurance

Any coverage provided to an Additional Insured under this policy shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless:

- a. (1) The Additional Insured is a Named Insured under such other insurance;
and
 - (2) A fully written contract fully executed prior to the Named Insured's commencement of work for such Additional Insured for the specific project that is the subject of the claim, "suit," or "occurrence" expressly requires that this insurance:
 - (i) apply on a primary and non-contributory basis;
and
 - (ii) would not seek contribution from any other insurance available to the additional insured.
- or
- b. Prior to a loss, you request in writing and we agree in writing that this insurance shall apply on a primary and non-contributory basis.

Name Of Person(s) Or Organization(s)
As Required By Written Contract, Fully Executed Prior To The Named Insured's Work.

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

Policy: ATN217764P

UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 064 00 (01/15)

THIRD PARTY CANCELLATION NOTICE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

If we cancel this policy for any reason other than nonpayment of premium, we will mail notification to the persons or organizations shown in the schedule below (according to the number of days listed below) once the Named Insured has been notified.

If we cancel this coverage for nonpayment of premium, we will mail a copy of such written notice of cancellation to the name and address below at least 10 days prior to the effective date of such cancellation.

Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE

Name and Address of Other Person/Organization

Number of Days Notice

**City of Lathrop, its officers, City Council,
boards and commissions and members thereof,
its employees and agents
390 Towne Centre Drive
Lathrop, CA 95330**

30

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

Subdivision Improvement Agreement (River Islands Stage 2B, LLC)
Tract 4082 Village "FF2"

EXHIBIT "D"

**UNFINISHED IMPROVEMENT COST ESTIMATE
AND VILLAGE "FF2" – FULL IMPROVEMENT COST**

DRAFT ENGINEER'S OPINION OF PROBABLE COST
VILLAGE FF (155 UNITS)
STAGE 2B
RIVER ISLANDS
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

November 27, 2017
Job No.: 25503-47

Item	Description	Quantity	Unit	Unit Price	Amount
<u>STREET WORK</u>					
1	Fine Grading	393,000	SF	\$ 0.45	\$ 176,850.00
2	3" AC Paving	57,200	SF	\$ 1.50	\$ 85,800.00
3	4.5" AC Paving	156,100	SF	\$ 2.25	\$ 351,225.00
4	6" Aggregate Base	12,100	SF	\$ 0.90	\$ 10,890.00
5	7" Aggregate Base	45,100	SF	\$ 1.05	\$ 47,355.00
6	8" Aggregate Base	156,100	SF	\$ 1.20	\$ 187,320.00
7	Vertical Curb and Gutter <i>(with AB cushion)</i>	4,250	LF	\$ 15.00	\$ 63,750.00
8	Roll Curb and Gutter <i>(with AB cushion)</i>	8,450	LF	\$ 15.00	\$ 126,750.00
9	Concrete Sidewalk	65,700	SF	\$ 5.00	\$ 328,500.00
10	Driveway Approach	155	EA	\$ 600.00	\$ 93,000.00
11	Handicap Ramps	20	EA	\$ 2,500.00	\$ 50,000.00
12	Survey Monuments	25	EA	\$ 300.00	\$ 7,500.00
13	Traffic Striping & Signage	6,550	LF	\$ 5.00	\$ 32,750.00
14	Dewatering <i>(budget)</i>	6,550	LF	\$ 75.00	\$ 491,250.00
Subtotal Street Work					\$ 2,052,940.00
<u>STORM DRAIN</u>					
15	Catch Basins <i>(type A inlet)</i>	16	EA	\$ 2,400.00	\$ 38,400.00
16	Catch Basins <i>(type A inlet over type I manhole base)</i>	22	EA	\$ 2,800.00	\$ 61,600.00
17	Catch Basins <i>(type A inlet over type III manhole base)</i>	4	EA	\$ 7,500.00	\$ 30,000.00
18	Catch Basins <i>(type C inlet over type I manhole base)</i>	1	EA	\$ 2,800.00	\$ 2,800.00
19	Catch Basins <i>(type C inlet over type II manhole base)</i>	1	EA	\$ 5,000.00	\$ 5,000.00
20	15" Storm Drain Pipe	1,980	LF	\$ 34.00	\$ 67,320.00
21	18" Storm Drain Pipe	480	LF	\$ 46.00	\$ 22,080.00
22	24" Storm Drain Pipe	760	LF	\$ 65.00	\$ 49,400.00
23	30" Storm Drain Pipe	80	LF	\$ 80.00	\$ 6,400.00
24	48" Storm Drain Pipe	880	LF	\$ 125.00	\$ 110,000.00
25	54" Storm Drain Pipe	130	LF	\$ 130.00	\$ 16,900.00
26	Manholes <i>(type I)</i>	6	EA	\$ 3,000.00	\$ 18,000.00
27	Manholes <i>(type III)</i>	1	EA	\$ 7,500.00	\$ 7,500.00
28	Stub & Plug	2	EA	\$ 1,000.00	\$ 2,000.00
29	Connect To Existing	10	EA	\$ 1,700.00	\$ 17,000.00
Subtotal Storm Drain					\$ 454,400.00

Item	Description	Quantity	Unit	Unit Price	Amount
<u>SANITARY SEWER</u>					
30	8" Sanitary Sewer Pipe	5,560	LF	\$ 28.00	\$ 155,680.00
31	12" Sanitary Sewer Pipe	700	LF	\$ 42.00	\$ 29,400.00
32	Sewer Service	156	EA	\$ 600.00	\$ 93,600.00
33	Manholes (<i>type I</i>)	22	EA	\$ 4,000.00	\$ 88,000.00
34	Manholes (<i>trunk</i>)	6	EA	\$ 6,000.00	\$ 36,000.00
35	Stub & Plug	2	EA	\$ 1,000.00	\$ 2,000.00
36	Connect To Existing	7	EA	\$ 3,000.00	\$ 21,000.00
Subtotal Sanitary Sewer					\$ 425,680.00
<u>WATER SUPPLY</u>					
37	8" Water Line (<i>including all appurtenances</i>)	5,060	LF	\$ 32.00	\$ 161,920.00
38	8" GV	24	EA	\$ 1,550.00	\$ 37,200.00
39	10" Water Line (<i>including all appurtenances</i>)	1,550	LF	\$ 40.00	\$ 62,000.00
40	10" GV	12	EA	\$ 2,500.00	\$ 30,000.00
41	Water Services	156	EA	\$ 2,000.00	\$ 312,000.00
42	ARVs	7	EA	\$ 2,500.00	\$ 17,500.00
43	Blow-Offs	10	EA	\$ 4,000.00	\$ 40,000.00
44	Fire Hydrants	14	EA	\$ 4,000.00	\$ 56,000.00
45	Plug & Stub	2	EA	\$ 1,000.00	\$ 2,000.00
46	Connect To Existing	9	EA	\$ 4,000.00	\$ 36,000.00
Subtotal Water Supply					\$ 754,620.00
<u>NON-POTABLE WATER</u>					
47	10" Non-Potable Water Line (<i>including all appurtenances</i>)	700	LF	\$ 40.00	\$ 28,000.00
48	ARVs	1	EA	\$ 2,500.00	\$ 2,500.00
49	Blow-Offs	1	EA	\$ 4,000.00	\$ 4,000.00
50	Stub & Plug	1	LF	\$ 1,000.00	\$ 1,000.00
51	Connect to Existing	1	EA	\$ 3,000.00	\$ 3,000.00
Subtotal Non-Potable Water					\$ 38,500.00
TOTAL CONSTRUCTION COST (nearest \$1,000)					\$ 3,726,000.00
COST PER LOT					\$ 24,039.00

Notes:

- 1) Unit prices are based on estimated current construction costs and no provision for inflation is included.
- 2) This estimate does not include surveying, engineering, clearing, grading, erosion control, dry utilities, landscaping, irrigation, or street trees.



OPINION OF PROBABLE COST

River Islands Stage 2B -Village FF Pocket Parks (P43 & P44)

Lathrop, CA

100% Submittal

2/17/2021

ITEM DESCRIPTION	UNIT	QUANT.	UNIT COST	AMOUNT
A. Site Preparation				
1 Site Grading (Fine)	SF	20,469	\$0.95	\$19,445.55
SUB-TOTAL				\$19,445.55
B. Flatwork / Surfacing				
1 12" Concrete Mow Curb	LF	466	\$20.00	\$9,320.00
2 Natural colored 6" Conc. Flatwork	SF	1,807	\$12.00	\$21,684.00
SUB-TOTAL				\$31,004.00
C. Furnishings / Equipment / Structures				
1 Benches	EA	6	\$1,015.00	\$6,090.00
2 Trash Receptacles	EA	1	\$575.00	\$575.00
3 Recycling Receptacles	EA	1	\$575.00	\$575.00
7 Pilaster	LF	4	\$1,000.00	\$4,000.00
SUB-TOTAL				\$11,240.00
C. Planting				
1 Drill Seed Lawn	SF	6,889	\$0.06	\$413.34
2 1 Gallon Shrubs	EA	1,265	\$9.70	\$12,270.50
3 15 Gallon Trees	EA	30	\$113.00	\$3,390.00
4 Soil Conditioning & Amendments	SF	18,196	\$0.20	\$3,639.20
5 Bark	SF	11,307	\$0.21	\$2,374.47
6 Root Barrier	LF	222	\$3.70	\$821.40
SUB-TOTAL				\$22,908.91
D. Irrigation Controls & Distribution				
1 Irrigation Sub-Total	SF	18,196	\$1.55	\$28,203.80
SUB-TOTAL				\$28,203.80

TOTAL \$112,802.26

10% Contingency \$11,280.23

Construction Total \$124,082.49

Original Budget (2018-06-22)	
\$218,350	
Red=over budget / Green=under budget	
Lake 12 - PP (P43)*	\$78,400.00
Lake 12 - PP (P44)*	\$126,300.00
Lake 12 - Lake Edge LS	\$13,650.00
Total	\$218,350.00
\$94,268	

NOTES:

1. _____
 Items not included as a part of this estimate:
 A. Permits

- F. Erosion control & siltation cost, SWPPP
 G. Landscaping Fees

- B. Utility Fees
 - C. City fees, bond fees
 - D. Engineering/design fees
 - E. Soils engineering cost
 - H. Joint trench
 - I. Easement acquisitions
 - J. Power Pole Relocation
2. This is a preliminary estimate only and not to be used as a bidding quantity sheet



OPINION OF PROBABLE COST

River Islands Parkway - Village FF - Phase 2 - Streetscape

Lathrop, CA

100% Submittal

2/2/2021

ITEM DESCRIPTION	UNIT	QUANT.	UNIT COST	AMOUNT
A. Site Preparation				
1 Site Grading (Fine)	SF	87,085	\$0.50	\$43,542.50
SUB-TOTAL				\$43,542.50
B. Flatwork / Surfacing / Walls				
1 12" Concrete Mow Curb	LF	150	\$12.00	\$1,800.00
2 Natural colored 6" Conc. Flatwork	SF	70	\$6.00	\$420.00
3 Cobbles/Boulders	SF	104	\$2.20	\$228.80
4 Open Space Rail Fence	LF	723	\$32.00	\$23,136.00
5 Open Space Rail Fence Pilaster	EA	11	\$1,000.00	\$11,000.00
6 Open Space Rail Fence Pilaster with Light	EA	10	\$2,000.00	\$20,000.00
7 Open Space Rail Fence Footing	EA	54	\$500.00	\$27,000.00
SUB-TOTAL				\$83,584.80
C. Features				
1 Removable Bollard	EA	3	\$2,000.00	\$6,000.00
SUB-TOTAL				\$6,000.00
D. Planting				
1 1 Gallon Shrubs	EA	2,572	\$8.25	\$21,219.00
2 15 Gallon Trees	EA	111	\$120.00	\$13,320.00
3 Hydroseed - Wildflower Mix	SF	17,560	\$0.35	\$6,146.00
4 Hydroseed - Bio-Filtration Mix	SF	35,116	\$0.35	\$12,290.60
5 Soil Conditioning & Amendments	SF	86,865	\$0.30	\$26,059.50
6 Bark	SF	34,189	\$0.25	\$8,547.25
7 Root Barrier	LF	1,862	\$6.00	\$11,172.00
SUB-TOTAL				\$98,754.35
E. Irrigation Controls & Distribution				
1 6" Pop-Up Spray Nozzle	EA	48		
2 12" Pop-Up Rotor	EA	105		
3 Tree RWS System	EA	222		
4 Pipe Transition Points	EA	28		
5 Flush Cap and Valve Box	EA	54		
6 Operation Indicator	EA	54		
7 18" o.c. In-line Drip Tubing Irrigation System	LN	24,327		
8 1" Valves/Filter, Boxes & Decoders	EA	30		
9 1" Valves, Boxes & Decoders	EA	15		
10 3/4" Quick Couplers	EA	18		
11 Gate Valve	EA	2		
12 Sch 40 Ball Valve	EA	28		
13 3/4" Lateral Line	LF	1,900		
14 1" Lateral Line	LF	640		
15 1 1/4" Lateral Line	LF	320		
16 1 1/2" Lateral Line	LF	321		
17 Drip Header	LF	166		
18 3" Mainline	LF	1,819		

19 Pipe Sleeve	LF	561		
20 1" Conduit for Control Wires	LF	1,559		
21 Irrigation Sub-Total	SF	86,865	\$2.02	\$175,467.30

SUB-TOTAL \$175,467.30

TOTAL \$407,348.95

10% Contingency \$40,734.90

Construction Total \$448,083.85

Original Budget (2018-06-22)	
\$937,056	
Red=over budget / Green=under budget	
VIL FF (PkwY Strips (14,152 @ \$8/sf)):	\$113,216.00
Vil FF (A163-A):	\$11,440.00
Vil FF (A163-B):	\$36,400.00
Vil FF (A165-A):	\$776,000.00
Total	\$937,056.00
\$488,972	

NOTES:

1. Items not included as a part of this estimate:

<ul style="list-style-type: none"> A. Permits B. Utility Fees C. City fees, bond fees D. Engineering/design fees E. Soils engineering cost 	<ul style="list-style-type: none"> F. Erosion control & siltation cost, SWPPP G. Landscaping Fees H. Joint trench I. Easement acquisitions J. Power Pole Relocation
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2. This is a preliminary estimate only and not to be used as a bidding quantity sheet



OPINION OF PROBABLE COST

River Islands Parkway - Village FF - Stage 2B - Streetscape

Lathrop, CA

100% Submittal

2/2/2021

ITEM DESCRIPTION	UNIT	QUANT.	UNIT COST	AMOUNT
A. Site Preparation				
1 Site Grading (Fine)	SF	25,675	\$0.50	\$12,837.50
SUB-TOTAL				\$12,837.50
B. Flatwork / Surfacing / Walls				
1 12" Concrete Mow Curb	LF	382	\$12.00	\$4,584.00
2 Natural colored 6" Conc. Flatwork	SF	1,251	\$6.00	\$7,506.00
3 Permaloc Edging	LF	37	\$10.00	\$370.00
4 Cobbles/Boulders	SF	104	\$2.20	\$228.80
5 Cobble Set in Concrete	SF	507	\$10.00	\$5,070.00
SUB-TOTAL				\$17,758.80
C. Features				
1 Bench	EA	3	\$2,905.00	\$8,715.00
2 Removable Bollard	EA	3	\$2,000.00	\$6,000.00
SUB-TOTAL				\$14,715.00
D. Planting				
1 1 Gallon Shrubs	EA	1,498	\$8.25	\$12,358.50
2 15 Gallon Trees	EA	61	\$120.00	\$7,320.00
3 Sod - Lawn Grass	SF	1,912	\$0.40	\$764.80
4 Soil Conditioning & Amendments	SF	23,778	\$0.30	\$7,133.40
5 Bark	SF	21,866	\$0.25	\$5,466.50
6 Root Barrier	LF	1,512	\$6.00	\$9,072.00
SUB-TOTAL				\$42,115.20
E. Irrigation Controls & Distribution				
1 6" Pop-Up Spray Nozzle	EA	37		
2 Tree RWS System	EA	122		
3 Pipe Transition Points	EA	25		
4 Flush Cap and Valve Box	EA	48		
5 Operation Indicator	EA	48		
6 18" o.c. In-line Drip Tubing Irrigation System	LN	16,054		
7 1" Valves/Filter, Boxes & Decoders	EA	13		
8 1" Valves, Boxes & Decoders	EA	4		
9 3/4" Quick Couplers	EA	9		
10 Gate Valve	EA	2		
11 Sch 40 Ball Valve	EA	21		
12 3/4" Lateral Line	LF	2,757		
13 Drip Header	LF	227		
14 3" Mainline	LF	1,043		
15 Pipe Sleeve	LF	313		
16 1" Conduit for Control Wires	LF	1,115		
17 Irrigation Sub-Total	SF	22,009	\$2.02	\$44,458.18
SUB-TOTAL				\$44,458.18

TOTAL	\$131,884.68
10% Contingency	\$13,188.47
Construction Total	\$145,073.15

Original Budget (2018-06-22)	
\$182,736	
Red=over budget / Green=under budget	
VIL FF (PkwY Strips (8,722 @ \$8/sf):	\$69,776.00
Vil FF (A164-A):	\$8,640.00
Vil FF (A170-A):	\$17,840.00
Vil FF (A164-B):	\$34,640.00
Vil FF (A170-B):	\$51,840.00
Total	\$182,736.00
\$37,663	

NOTES:

1. _____
Items not included as a part of this estimate:
 - A. Permits
 - B. Utility Fees
 - C. City fees, bond fees
 - D. Engineering/design fees
 - E. Soils engineering cost
 - F. Erosion control & siltation cost, SWPPP
 - G. Landscaping Fees
 - H. Joint trench
 - I. Easement acquisitions
 - J. Power Pole Relocation
2. This is a preliminary estimate only and not to be used as a bidding quantity sheet

ENGINEER'S BOND ESTIMATE
COST TO COMPLETE
RIVER ISLANDS - Stage 2B
VILLAGE FF (155 LOTS)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

February 12, 2021
Job No.: 25503-47

Item	Description	Quantity	Unit	Unit Price	Amount
1	Joint Trench Gas Tie In (0% Completion)	1	LS	\$ 11,700.00	\$ 11,700.00
TOTAL COST TO COMPLETE					\$ 11,700.00

Notes:

- 1) Estimate for cost to complete based on contractor's note for Village FF dated 02/11/2021



OPINION OF PROBABLE COST

River Islands Stage 2B -Village FF Pocket Parks (P43 & P44)

Lathrop, CA

100% Submittal

2/17/2021

ITEM DESCRIPTION	UNIT	QUANT.	UNIT COST	AMOUNT
A. Site Preparation				
1 Site Grading (Fine)	SF	20,469	\$0.95	\$19,445.55
SUB-TOTAL				\$19,445.55
B. Flatwork / Surfacing				
1 12" Concrete Mow Curb	LF	466	\$20.00	\$9,320.00
2 Natural colored 6" Conc. Flatwork	SF	1,807	\$12.00	\$21,684.00
SUB-TOTAL				\$31,004.00
C. Furnishings / Equipment / Structures				
1 Benches	EA	6	\$1,015.00	\$6,090.00
2 Trash Receptacles	EA	1	\$575.00	\$575.00
3 Recycling Receptacles	EA	1	\$575.00	\$575.00
7 Pilaster	LF	4	\$1,000.00	\$4,000.00
SUB-TOTAL				\$11,240.00
C. Planting				
1 Drill Seed Lawn	SF	6,889	\$0.06	\$413.34
2 1 Gallon Shrubs	EA	1,265	\$9.70	\$12,270.50
3 15 Gallon Trees	EA	30	\$113.00	\$3,390.00
4 Soil Conditioning & Amendments	SF	18,196	\$0.20	\$3,639.20
5 Bark	SF	11,307	\$0.21	\$2,374.47
6 Root Barrier	LF	222	\$3.70	\$821.40
SUB-TOTAL				\$22,908.91
D. Irrigation Controls & Distribution				
1 Irrigation Sub-Total	SF	18,196	\$1.55	\$28,203.80
SUB-TOTAL				\$28,203.80

TOTAL \$112,802.26

10% Contingency \$11,280.23

Construction Total \$124,082.49

Original Budget (2018-06-22)	
\$218,350	
Red=over budget / Green=under budget	
Lake 12 - PP (P43)*	\$78,400.00
Lake 12 - PP (P44)*	\$126,300.00
Lake 12 - Lake Edge LS	\$13,650.00
Total	\$218,350.00
\$94,268	

NOTES:

1. _____
 Items not included as a part of this estimate:
 A. Permits

- F. Erosion control & siltation cost, SWPPP
 G. Landscaping Fees

- B. Utility Fees
 - C. City fees, bond fees
 - D. Engineering/design fees
 - E. Soils engineering cost
 - H. Joint trench
 - I. Easement acquisitions
 - J. Power Pole Relocation
2. This is a preliminary estimate only and not to be used as a bidding quantity sheet



OPINION OF PROBABLE COST

River Islands Parkway - Village FF - Stage 2B - Streetscape

Lathrop, CA

100% Submittal

2/2/2021

ITEM DESCRIPTION	UNIT	QUANT.	UNIT COST	AMOUNT
A. Site Preparation				
1 Site Grading (Fine)	SF	25,675	\$0.50	\$12,837.50
SUB-TOTAL				\$12,837.50
B. Flatwork / Surfacing / Walls				
1 12" Concrete Mow Curb	LF	382	\$12.00	\$4,584.00
2 Natural colored 6" Conc. Flatwork	SF	1,251	\$6.00	\$7,506.00
3 Permaloc Edging	LF	37	\$10.00	\$370.00
4 Cobbles/Boulders	SF	104	\$2.20	\$228.80
5 Cobble Set in Concrete	SF	507	\$10.00	\$5,070.00
SUB-TOTAL				\$17,758.80
C. Features				
1 Bench	EA	3	\$2,905.00	\$8,715.00
2 Removable Bollard	EA	3	\$2,000.00	\$6,000.00
SUB-TOTAL				\$14,715.00
D. Planting				
1 1 Gallon Shrubs	EA	1,498	\$8.25	\$12,358.50
2 15 Gallon Trees	EA	61	\$120.00	\$7,320.00
3 Sod - Lawn Grass	SF	1,912	\$0.40	\$764.80
4 Soil Conditioning & Amendments	SF	23,778	\$0.30	\$7,133.40
5 Bark	SF	21,866	\$0.25	\$5,466.50
6 Root Barrier	LF	1,512	\$6.00	\$9,072.00
SUB-TOTAL				\$42,115.20
E. Irrigation Controls & Distribution				
1 6" Pop-Up Spray Nozzle	EA	37		
2 Tree RWS System	EA	122		
3 Pipe Transition Points	EA	25		
4 Flush Cap and Valve Box	EA	48		
5 Operation Indicator	EA	48		
6 18" o.c. In-line Drip Tubing Irrigation System	LN	16,054		
7 1" Valves/Filter, Boxes & Decoders	EA	13		
8 1" Valves, Boxes & Decoders	EA	4		
9 3/4" Quick Couplers	EA	9		
10 Gate Valve	EA	2		
11 Sch 40 Ball Valve	EA	21		
12 3/4" Lateral Line	LF	2,757		
13 Drip Header	LF	227		
14 3" Mainline	LF	1,043		
15 Pipe Sleeve	LF	313		
16 1" Conduit for Control Wires	LF	1,115		
17 Irrigation Sub-Total	SF	22,009	\$2.02	\$44,458.18
SUB-TOTAL				\$44,458.18

TOTAL **\$131,884.68**

10% Contingency **\$13,188.47**

Construction Total **\$145,073.15**

Original Budget (2018-06-22)	
\$182,736	
Red=over budget / Green=under budget	
Vil FF (Pkwy Strips (8,722 @ \$8/sf)):	\$69,776.00
Vil FF (A164-A):	\$8,640.00
Vil FF (A170-A):	\$17,840.00
Vil FF (A164-B):	\$34,640.00
Vil FF (A170-B):	\$51,840.00
Total:	\$182,736.00
\$37,663	

NOTES:

1. _____
 Items not included as a part of this estimate:

<ul style="list-style-type: none"> A. Permits B. Utility Fees C. City fees, bond fees D. Engineering/design fees E. Soils engineering cost 	<ul style="list-style-type: none"> F. Erosion control & siltation cost, SWPPP G. Landscaping Fees H. Joint trench I. Easement acquisitions J. Power Pole Relocation
---	--
2. This is a preliminary estimate only and not to be used as a bidding quantity sheet



OPINION OF PROBABLE COST

River Islands Parkway - Village FF - Phase 2 - Streetscape

Lathrop, CA

100% Submittal

2/2/2021

ITEM DESCRIPTION	UNIT	QUANT.	UNIT COST	AMOUNT
A. Site Preparation				
1 Site Grading (Fine)	SF	87,085	\$0.50	\$43,542.50
			SUB-TOTAL	\$43,542.50
B. Flatwork / Surfacing / Walls				
1 12" Concrete Mow Curb	LF	150	\$12.00	\$1,800.00
2 Natural colored 6" Conc. Flatwork	SF	70	\$6.00	\$420.00
3 Cobbles/Boulders	SF	104	\$2.20	\$228.80
4 Open Space Rail Fence	LF	723	\$32.00	\$23,136.00
5 Open Space Rail Fence Pilaster	EA	11	\$1,000.00	\$11,000.00
6 Open Space Rail Fence Pilaster with Light	EA	10	\$2,000.00	\$20,000.00
7 Open Space Rail Fence Footing	EA	54	\$500.00	\$27,000.00
			SUB-TOTAL	\$83,584.80
C. Features				
1 Removable Bollard	EA	3	\$2,000.00	\$6,000.00
			SUB-TOTAL	\$6,000.00
D. Planting				
1 1 Gallon Shrubs	EA	2,572	\$8.25	\$21,219.00
2 15 Gallon Trees	EA	111	\$120.00	\$13,320.00
3 Hydroseed - Wildflower Mix	SF	17,560	\$0.35	\$6,146.00
4 Hydroseed - Bio-Filtration Mix	SF	35,116	\$0.35	\$12,290.60
5 Soil Conditioning & Amendments	SF	86,865	\$0.30	\$26,059.50
6 Bark	SF	34,189	\$0.25	\$8,547.25
7 Root Barrier	LF	1,862	\$6.00	\$11,172.00
			SUB-TOTAL	\$98,754.35
E. Irrigation Controls & Distribution				
1 6" Pop-Up Spray Nozzle	EA	48		
2 12" Pop-Up Rotor	EA	105		
3 Tree RWS System	EA	222		
4 Pipe Transition Points	EA	28		
5 Flush Cap and Valve Box	EA	54		
6 Operation Indicator	EA	54		
7 18" o.c. In-line Drip Tubing Irrigation System	LN	24,327		
8 1" Valves/Filter, Boxes & Decoders	EA	30		
9 1" Valves, Boxes & Decoders	EA	15		
10 3/4" Quick Couplers	EA	18		
11 Gate Valve	EA	2		
12 Sch 40 Ball Valve	EA	28		
13 3/4" Lateral Line	LF	1,900		
14 1" Lateral Line	LF	640		
15 1 1/4" Lateral Line	LF	320		
16 1 1/2" Lateral Line	LF	321		
17 Drip Header	LF	166		
18 3" Mainline	LF	1,819		

19 Pipe Sleeve	LF	561		
20 1" Conduit for Control Wires	LF	1,559		
21 Irrigation Sub-Total	SF	86,865	\$2.02	\$175,467.30

SUB-TOTAL \$175,467.30

TOTAL \$407,348.95

10% Contingency \$40,734.90

Construction Total \$448,083.85

Original Budget (2018-06-22)	
\$937,056	
Red=over budget / Green=under budget	
Vil FF (Pkwy Strips (14,152 @ \$8/sf)):	\$113,216.00
Vil FF (A163-A):	\$11,440.00
Vil FF (A163-B):	\$36,400.00
Vil FF (A165-A):	\$776,000.00
Total	\$937,056.00
\$488,972	

NOTES:

1. _____

Items not included as a part of this estimate:

A. Permits

B. Utility Fees

C. City fees, bond fees

D. Engineering/design fees

E. Soils engineering cost

F. Erosion control & siltation cost, SWPPP

G. Landscaping Fees

H. Joint trench

I. Easement acquisitions

J. Power Pole Relocation

2.

This is a preliminary estimate only and not to be used as a bidding quantity sheet

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAPS
(RIVER ISLANDS AT LATHROP)**

April 11, 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 4082; Escrow No. 1214022471

Dear Lori:

This letter constitutes the joint escrow instructions ("**Escrow Instructions**") of River Islands Stage 2B, LLC, a Delaware limited liability company ("**RIS2B**") and the City of Lathrop ("**City**") in connection with the above-referenced escrow ("**Escrow**"). The Escrow was opened in connection with recordation of the above-referenced final map ("**Final Map**"). Recordation of the Final Map is subject to the conditions set forth below. The transactions described in these Escrow Instructions are referred to as the "**Transaction**." Old Republic Title Company is referred to as "you" or "**ORTC**."

A. Date for Closings

The Final Map will be recorded at the time designated by RIS2B as set forth below. The Final Map can only be recorded after the City has approved the map in writing. The closing date for the Transaction is intended to occur by December 30, 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 June 30, 2023, 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 4082, executed and acknowledged by the City (provided to title by City).

The documents listed in Items 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.

JOINT ESCROW INSTRUCTIONS RECORDATION OF FINAL MAPS (RIVER ISLANDS AT LATHROP)

C. Funds and Settlement Statement

You also have received, or will receive from RIS2B, prior to the recordation of the Recordation Documents, in immediately available funds, the following amounts, in accordance with the settlement statement prepared by you and approved in writing by both RIS2B and City ("**Settlement Statement**"): recordation costs, escrow fees and other amounts as set forth in the Settlement Statement. Such costs, fees and other amounts are the sole responsibility of RIS2B.

- Funds to be wire transferred directly to the entity set forth below, immediately upon recordation of the Final Map, in accordance with the wire transfer instructions for each entity are as follows: The amount of **\$57,685.98**, 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 **\$3,501.00** multiplied by **16.477** acres (or portion thereof) included in the Final Map, is to be transferred to the City upon recordation of the Final Map. The City's wire instructions are set forth below.

The amounts set forth in Section C are referred to as the "**Closing Funds.**"

D. Closing Requirements

When the following has occurred, you are authorized to close the Escrow at the time(s) and in accordance with the process set forth below:

D.1. You have delivered copies of your Settlement Statement by email transmission to: (a) Susan Dell'Osso (sdelloso@riverislands.com); (b) Debbie Belmar (dbelmar@riverislands.com); (c) Brad Taylor (btaylor@ci.lathrop.ca.us); (d) Salvador Navarrete (snavarrete@ci.lathrop.ca.us); (e) Glenn Gebhardt (ggebhardt@ci.lathrop.ca.us), (f) Sandra Lewis (slewis@ci.lathrop.ca.us), and have confirmation (by telephone or email) from Susan Dell'Osso and Glenn Gebhardt or Brad Taylor that the Settlement Statement is accurate and acceptable;

D.2. You have not received any instructions contrary to these Escrow Instructions;

D.3. The Recordation Documents and all other documents described herein as being held by you or delivered to you have been received by you and have been fully executed and, where applicable, acknowledged, and you have attached all legal descriptions or have confirmed that all exhibits and legal descriptions are attached;

D.4. You are prepared to record the Recordation Documents, as designated, release funds in accordance with the Settlement Statement and complete the Transaction in compliance with these Escrow Instructions;

D.5. You have delivered a copy of these instructions, executed by an authorized signatory of ORTC with authority to bind ORTC, and initialed all pages, by email transmission (with original hard copy to follow by U.S. Mail) to Debbie Belmar and Glenn Gebhardt at the email addresses set forth above; and

D.6. You have received confirmation (by email or other writing) from Susan Dell'Osso and Stephen Salvatore or Glenn Gebhardt to record the Recordation Documents and complete the Transaction.

JOINT ESCROW INSTRUCTIONS RECORDATION OF FINAL MAPS (RIVER ISLANDS AT LATHROP)

E. Closing Process and Priorities

When you have fully satisfied all of the closing requirements set forth in Section D, then you are authorized and instructed to do the following in the chronological order given:

- E.1. Date the Recordation Documents to be recorded;
- E.2. Record the Recordation Documents in the Official Records;
- E.3. Pay the costs associated with the Transaction;
- E.4. Refund any funds delivered to you by RIS2B that are not disbursed

at the time of the final Closing pursuant to these Escrow Instructions to the following entity and address:

River Islands Stage 2B, LLC
73 W. Stewart Road
Lathrop, CA 95330
Attn: Susan Dell'Osso

E.5. Notify Susan Dell'Osso (sdelloso@riverslands.com), Debbie Belmar (dbelmar@riverislands.com), Glenn Gebhardt (ggebhardt@ci.lathrop.ca.us), Brad Taylor (btaylor@ci.lathrop.ca.us), Sandra Lewis (slewis@ci.lathrop.ca.us), Teresa Vargas (tvargas@ci.lathrop.ca.us), Sarah Pimentel (spimentel@ci.lathrop.ca.us), and Jose Molina (JMolina@sjgov.org) of the completion of the Transaction;

E.6. Within five (5) business days after each Recordation Date, deliver by overnight delivery via recognized, national, overnight delivery carrier to: (1) Susan Dell'Osso, River Islands Stage 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.

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAPS
(RIVER ISLANDS AT LATHROP)**

The Escrow Instructions may be modified only in a writing signed by both of the undersigned.

Very truly yours,

Stephen J. Salvatore 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: _____

CITY SURVEYORS STATEMENT

I, CAROL A. ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF TRACT 4082, RIVER ISLANDS-STAGE 2B, VILLAGE FF2, CITY OF LATHROP, CALIFORNIA, AND I AM Satisfied THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2022.

CAROL A. ALEXANDER, P.L.S., 5071
ADVANCED 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 JANUARY 11, 2022. I HEREBY STATE THAT THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED ON THAT THEY WILL BE SUFFICIENTLY Durable TO MARK THE CORNERS AND POINTS THEREON AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED UNRECORDED PENDING TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2022.

OTYAN CRAWFORD, P.L.S., NO. 7188



TRACT 4082
RIVER ISLANDS - STAGE 2B
VILLAGE FF2

A PORTION OF RANCHO EL RESEADERO, BEANS
A SUBDIVISION OF PARCELS 1 OF TRACT 4087 (43 MAP 142)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
MARCH 2022



REFERENCES

- (R1) PLAT 4032, RIVER ISLANDS-STAGE 2B, LARGE LOT FINAL MAP, FILED OCTOBER 8, 2020, IN BOOK 43 OF MAPS AND PLATS, PAGE 140, S.J.C.R. (43 MAP 142)
- (R2) "PLAT 4087, RIVER ISLANDS-STAGE 2B, VILLAGE FF2, FILED MARCH 19, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 185, S.J.C.R. (43 MAP 185)
- (R3) TRACT 4088, RIVER ISLANDS-STAGE 2B, VILLAGE 1B11, FILED OCTOBER 20, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 196, S.J.C.R. (43 MAP 196)
- (R4) TRACT 4089, RIVER ISLANDS-STAGE 2B, VILLAGE 6G1, FILED OCTOBER 29, 2021, IN BOOK 43 OF MAPS AND PLATS, PAGE 197, S.J.C.P. (43 MAP 197)

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66406 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:

- 1. RECORDED ISLAND LAND COMPANY, RESERVATION FOR OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES Lying BELOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER 2003-01048177, S.J.C.R.

EASEMENT ABANDONMENT NOTE

ALL OF THE PUBLIC UTILITY EASEMENT PER .010 LINE 2147-017077, S.J.C.R., WITHIN THE BOUNDARY OF PARCEL 1 OF TRACT 4087 IS BEING ABANDONED BY THIS FINAL MAP. PLEASE REFER TO THE CITY CLERK'S STATEMENT ON SHEET 1.

CERTIFICATE OF DEDICATION

THE FOLLOWING REAL PROPERTIES IS DEDICATED BY RIVER ISLANDS STAGE 2B, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS FOLLOWS:

- 1) PARCELS A AND B: PEP PURPOSES OF LANDSCAPE OPEN SPACE INCLUDING PUBLIC UTILITIES AND STORM DRAIN FACILITIES, AND PEDESTRIAN WALKWAYS AND FORESTS.

THE CITY OF LATHROP SHALL RECONVEY THE PROPERTY TO THE SUBDIVIDER IF THE CITY MAKES A DEDICATION TO THE PUBLIC UNDER SECTION 66477.5 OF THE SAME PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES NOT EXIST.

LINE TABLE with columns: LINE, DIRECTION, LENGTH. Rows 1-15.

LINE TABLE with columns: LINE, DIRECTION, LENGTH. Rows 116-119.

CURVE TABLE with columns: CURVE, RADIUS, DELTA, LENGTH. Rows C1-C13.

TRACT 4082 AREA SUMMARY table with rows: LOTS 1 THROUGH 60, STREET DEDICATIONS, PARCELS A AND B, TOTAL.

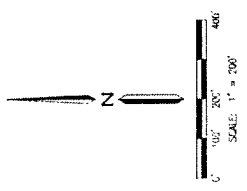
RECITALS

- 1. RIGHT TO FARM STATEMENT: PER CITY OF LATHROP MUNICIPAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15.48.010, THE CITY OF LATHROP PERMITS OPERATION OF PROPERLY CONDUCTED AGRICULTURAL OPERATIONS WITHIN THE CITY LIMITS, INCLUDING THOSE THAT UTILIZE CHEMICAL FERTILIZERS AND PESTICIDES... (text continues)
- 2. A SOILS REPORT ENTITLED "GEOTECHNICAL EXPLORATION, RIVER ISLANDS PHASE 1, LATHROP, CALIFORNIA", REFERENCED AS PROJECT NO. 5044.5.001.01 AND DATED JULY 29, 2005, HAS BEEN PREPARED FOR THIS PROJECT BY SACTO, INCORPORATED, 4057 J STREET, G.E. INC 2877, AND IS ON FILE WITH THE CITY OF LATHROP...
- 3. TRACT 4082, RIVER ISLANDS-STAGE 2B, VILLAGE FF2, CONTAINS 60 RESIDENTIAL LOTS COMPRISING 8.33 ACRES, MORE OR LESS, PARCELS A AND B COMPRISING 4.40 ACRES, MORE OR LESS, AND RESIDUALS COMPRISING 2.70 ACRES, MORE OR LESS, ALL OF WHICH ARE BEING DEDICATED BY THIS FINAL MAP. AS SHOWN ON THIS FINAL MAP PLEASE REFER TO THE AREA TABLE BELOW.

- 4. BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, OFFER NUMBER 22407247-141 (VERSION 2), DATED MARCH 4, 2022, PROVIDED BY CIO REALTY/TITLE COMPANY.

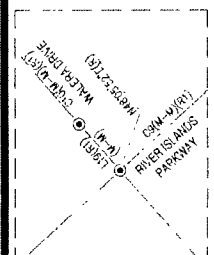
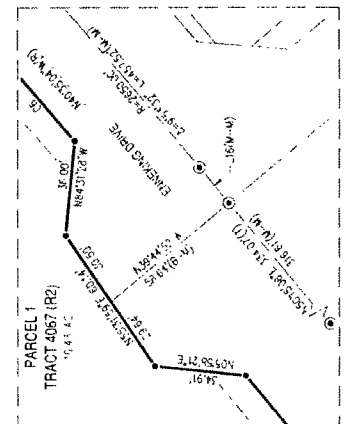
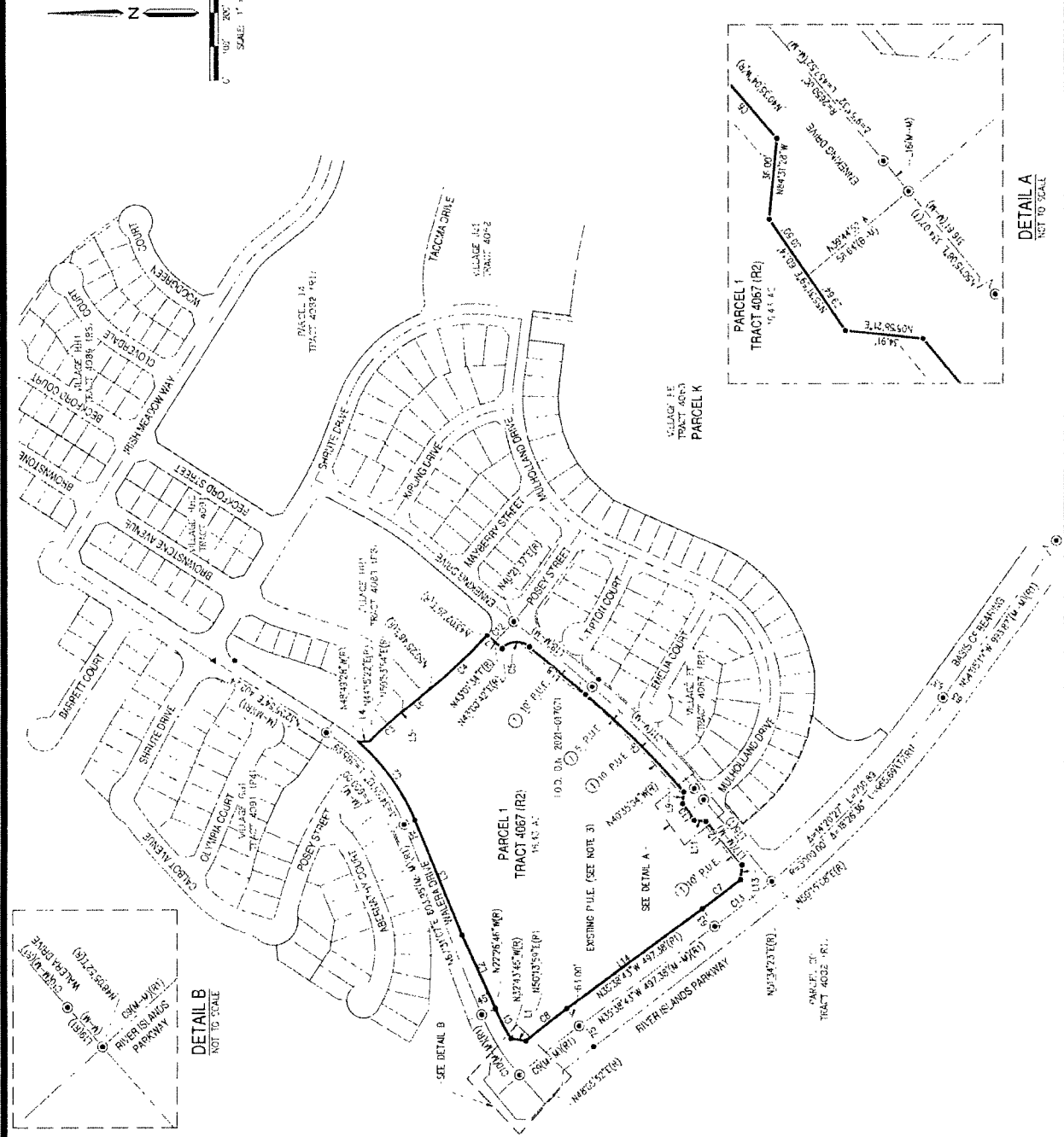
TRACT 4082 RIVER ISLANDS - STAGE 2B VILLAGE FF2

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 1 OF TRACT 4067 (AS MAP 103)
CITY OF LAHOREP, SAN JOAQUIN COUNTY, CALIFORNIA
APRIL, 2022



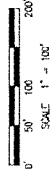
- ### LEGEND
- FOUND MONUMENT PER (R1) AND (R2), RESPECTIVELY
 - FOUND 3/4" IRON PIVOT WITH CAP STAMPED "PLS 7787" PER (R1), (R2) AND (R3), RESPECTIVELY
 - ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7787" PER (R1)
- ### RESTRICTED ACCESS
- BOUNDARY
 - LOT LINE OR RIGHT-OF-WAY LINE
 - EASEMENT LINE
 - CENTERLINE
 - MEASURED AND RECORD DATA PER REFERENCE (R)
 - CURVES REFERENCE (R1)- SEE REFERENCE LIST ON SHEET 2
 - MONUMENT TO BOUNDARY
 - MONUMENT TO MONUMENT
 - RAZEL BEARING
 - TOTAL
 - BOUNDARY
 - DOCUMENT NUMBER
 - PUBLIC UTILITY EASEMENT
 - WALL EASEMENT
 - W.E.
 - W.C.
 - W.C. WITNESS CORNER
 - (1/2) R
 - ① EASEMENT REFERENCE NUMBER

- ### NOTES
1. SEE SHEET 2 FOR REFERENCES.
 2. SEE REFERENCE LIST FOR ALL MONUMENTS AND CURVES.
 3. ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.
- ### PARCEL 1 OF TRACT 4067 (AS MAP 103)
- THE BOUNDARY OF PARCEL 1 OF TRACT 4067 IS BEING APPROVED BY THIS FINAL MAP. PLEASE REFER TO THE CITY CLERK'S STATEMENT ON SHEET 1.
- ### BASIS OF BEARINGS
- THE BEARING OF NORTH 54°05'10" WEST BETWEEN FOUND MONUMENTS ALONG RIVER ISLANDS PARKWAY AS SHOWN ON RIVER ISLANDS PARKWAY 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 (PAGE 3).
- ### EASEMENTS
- ① PUBLIC UTILITY EASEMENT PER I.O.D. D.N. 2021-071074, S.L.C.R. 2021-071074, FILED OCTOBER 8, 2021, 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 FINAL MAP. PLEASE REFER TO THE CITY CLERK'S STATEMENT ON SHEET 1.



TRACT 4082
RIVER ISLANDS - STAGE 2B
VILLAGE FF2

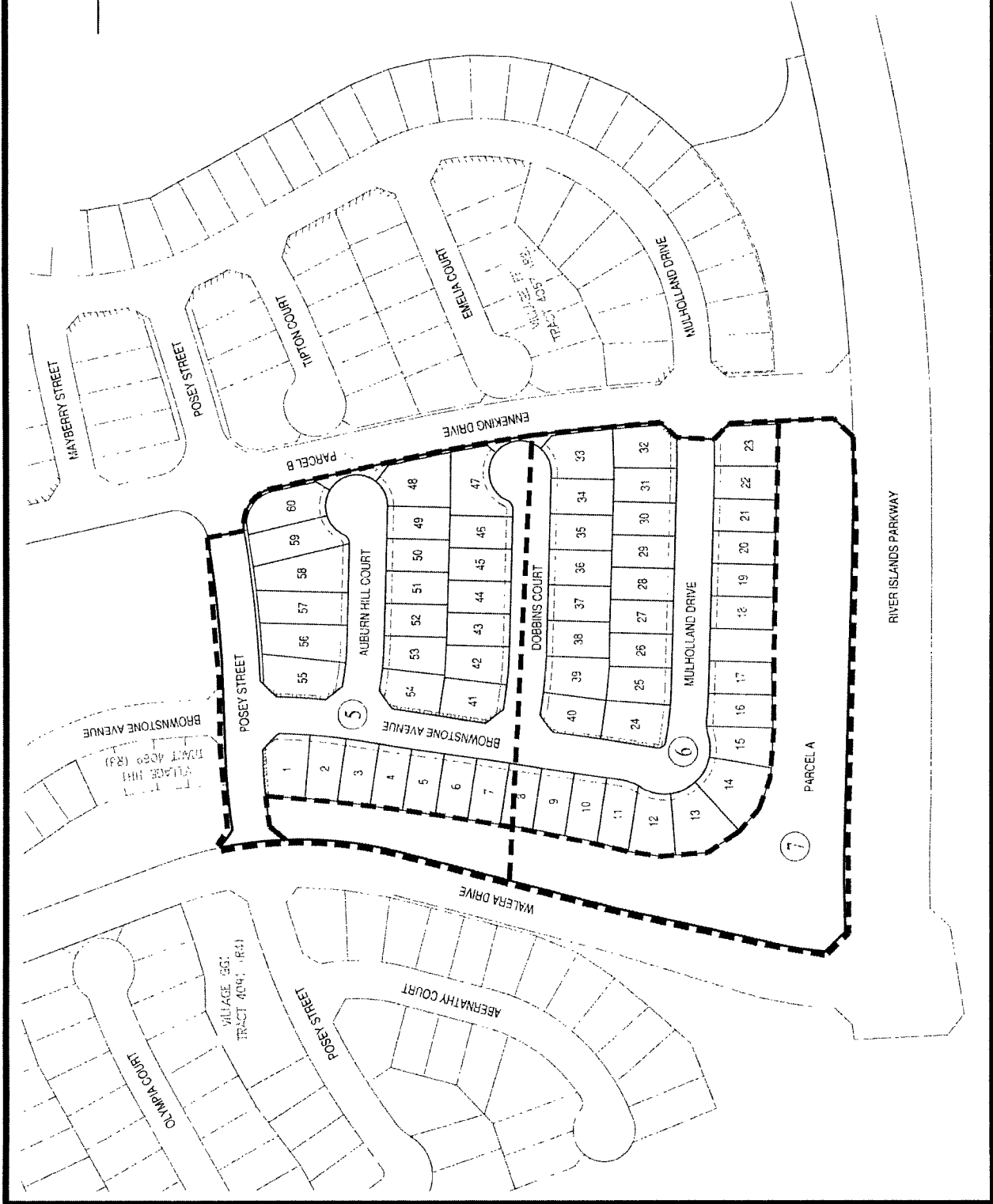
A PORTION OF RANCHO EL PESQUERO, BEING
 A SUBDIVISION OF PARCEL 1 OF TRACT 4067, (43 MAP 163)
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
 MARCH 2002.



LEGEND

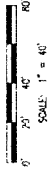
- BOUNDARY
- LOT LINE
- EXISTING ROADWAY EASIMENT
- SHEET NUMBER
- SHEET LIMIT LINE
- RESTRICTED ACCESS

7



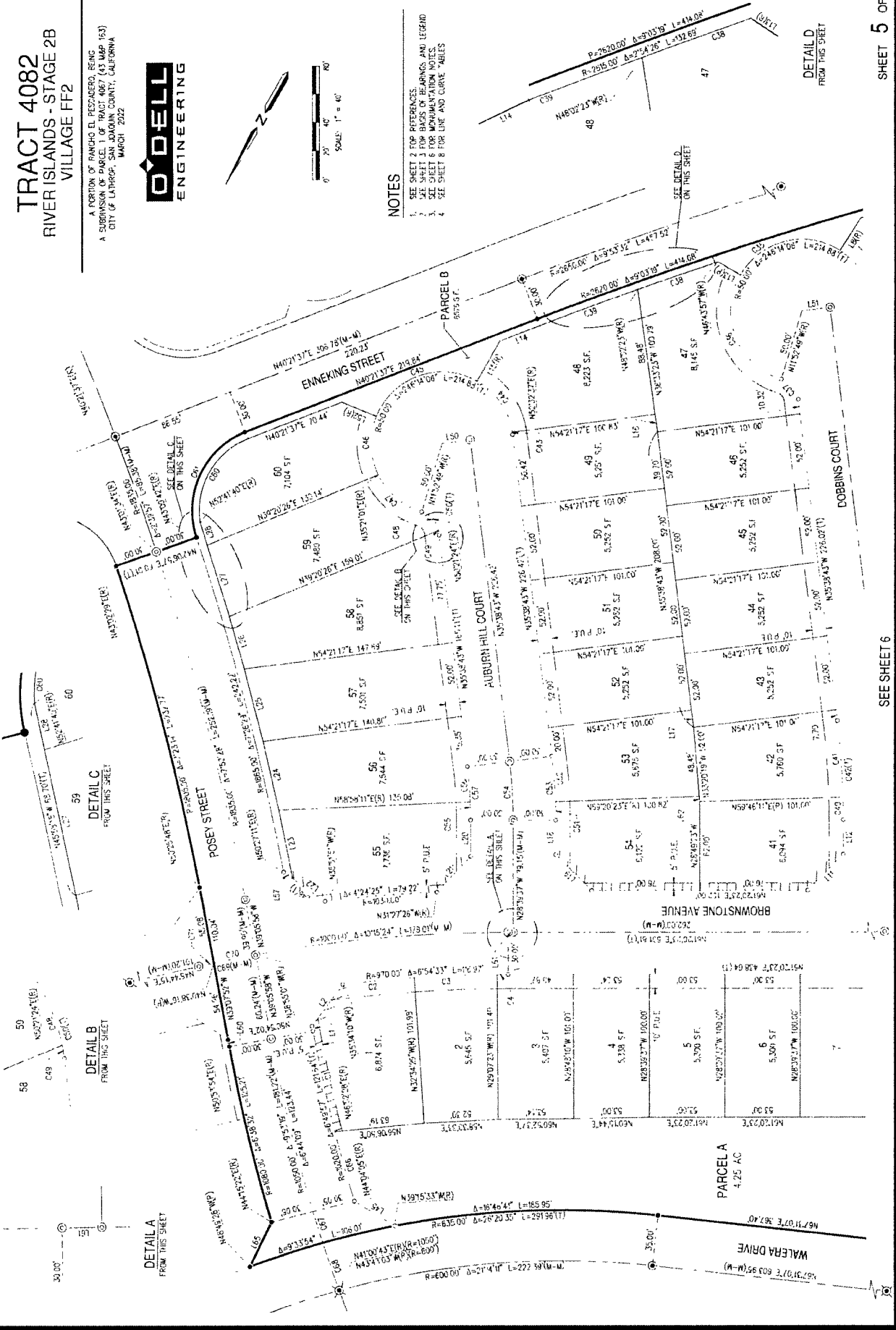
TRACT 4082 RIVER ISLANDS - STAGE 2B VILLAGE FF2

A PORTION OF RANCHO D. PESQUERA, BEING
A SUBDIVISION OF PARCEL 1 OF TRACT 4067 (43 MAP 163)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
MARCH 2022



NOTES

1. SEE SHEET 2 FOR REFERENCES.
2. SEE SHEET 5 FOR CROSS SECTIONS, DIMENSIONS AND LEGEND.
3. SEE SHEET 6 FOR MONUMENTATION NOTES.
4. SEE SHEET 8 FOR LINE AND CURVE TABLES.



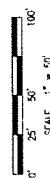
DETAIL D
FROM THIS SHEET

SEE SHEET 6

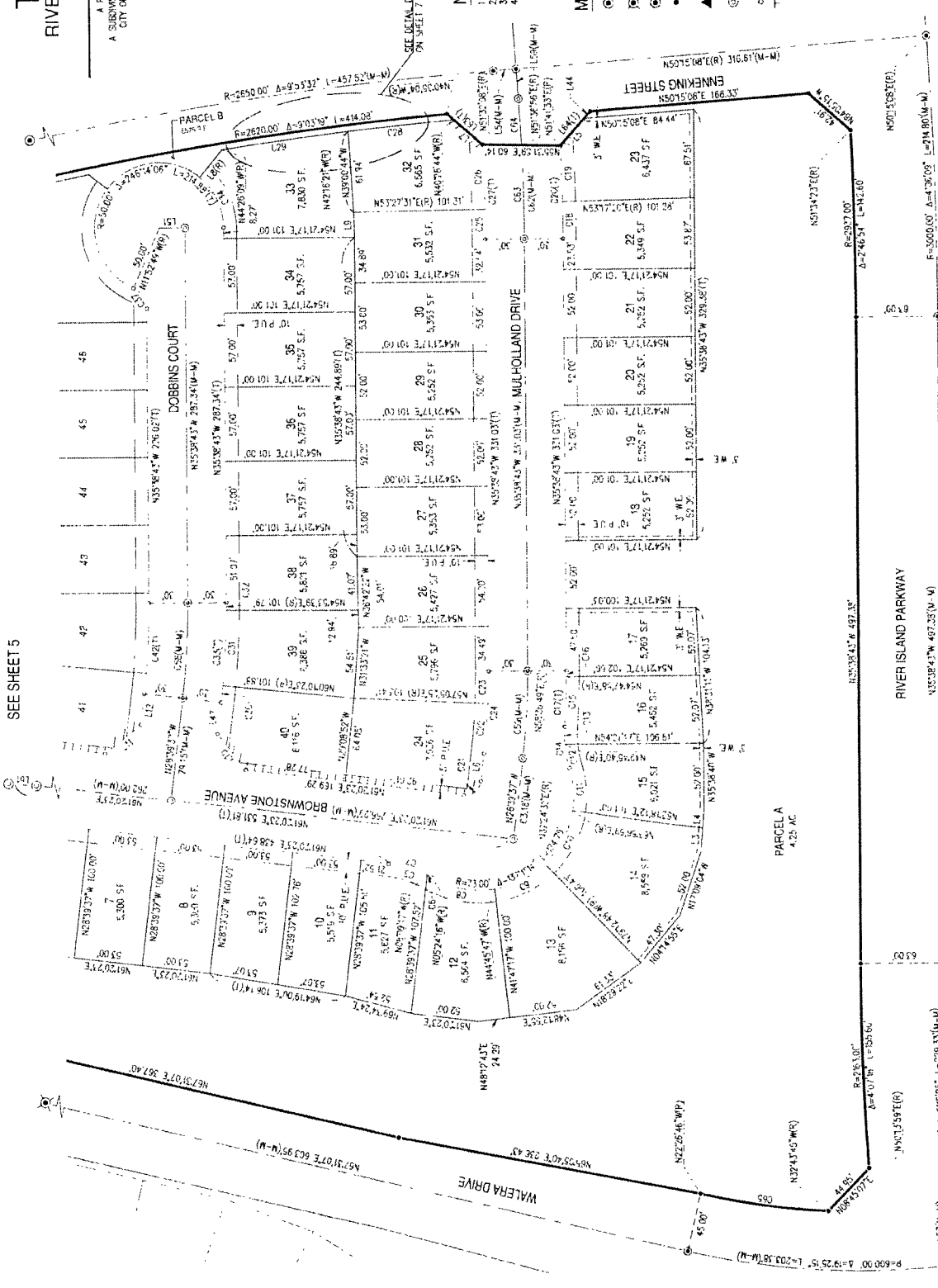
SHEET 5 OF 8

TRACT 4082 RIVER ISLANDS - STAGE 2B VILLAGE FF2

A PORTION OF RANCHO EL PESQUERO, BEING
A SUBDIVISION OF PARCEL 1 OF TRACT 4081 (43 MAP 163)
CITY OF LAHOREP, SAN JOAQUIN COUNTY, CALIFORNIA
MAP NO. 8022



SEE SHEET 5



NOTES

1. SEE SHEET 2 FOR PREFERENCES
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND LEGEND.
3. SEE SHEET 6 FOR MONUMENTATION NOTES.
4. SEE SHEET 6 FOR LINE AND CURVE TABLES.

MONUMENTATION NOTES

- ⊙ FOUND MONUMENT PER IACIS 4032 (R1) & 4067 (R2)
- ⊙ FOUND MONUMENT PER TRACT 4081 (P4)
- ⊙ FOUND MONUMENT PER TRACT 4089 (R3)
- ⊙ FOUND 3/4" IRON PIPE WITH PLASTIC PLUG PLUS 7788" PER (P1), (R2) AND (R3)
- ▲ FOUND 2-1/2" BRASS DISK STAMPED PLUS 7788" PER (R1)
- ⊙ SET STANDARD CITY OF LAHOREP MONUMENT WELL STAMPED "PLUS 7788"
- SET 3/4" IRON PIPE WITH PLASTIC PLUG PLUS 7788"
- ⊕ SET 5/8" x 24" REDAR W/ PLASTIC PLUG PLUS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 1 1/2" BRASS DISK STAMPED PLUS 7788" IN SIDEWALK 1.00' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS.

TRACT 4082 RIVER ISLANDS - STAGE 2B VILLAGE FF2

A PORTION OF RANCHO EL PESQUERO, BEING
A SUBDIVISION OF PARCEL 1 OF TRACT 4067 (AS MAP 163)
CITY OF LA HABRA, SAN JOAQUIN COUNTY, CALIFORNIA
MARCH 2022



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 8 FOR USE AND CURVE TABLES.



DETAIL D
FROM SHEET 6

TRACT 4082
RIVER ISLANDS - STAGE 2B
VILLAGE FF2

A PORTION OF RANCHO EL PESQUERO, BEING
 A SUBDIVISION OF PARCEL 1 OF TRACT 4087 (43 MAP 163)
 CITY OF LAHORE, SAN JOAQUIN COUNTY, CALIFORNIA
 MARCH 2022



LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 5 THROUGH 7 ONLY

LINE	DIRECTION	LENGTH
L1	S37°56'38"E	34.61
L2	S72°05'56"W	36.43
L3	N05°56'13"W	19.33
L4	N40°56'13"W	13.82
L5	S25°52'17"W	27.75
L6	S28°39'37"E	21.08
L7	N84°31'28"W	29.05
L8	N35°41'08"E	22.01
L9	S37°04'20"E	19.06
L10	N29°29'37"W	30.36
L11	N16°20'33"E	35.36
L12	N28°29'37"W	24.15
L13	S82°10'07"E	18.13
L14	S42°21'37"W	30.13
L15	N0°36'22"E	32.37
L16	S28°33'33"E	12.31
L17	S31°36'43"E	17.93
L18	N28°29'37"W	24.15
L19	S73°29'37"E	35.36
L20	N28°29'37"W	24.15

LINE	DIRECTION	LENGTH
L21	N44°56'18"E	34.49
L22	N92°51'40"W	28.97
L23	N07°05'03"W	48.81
L24	N41°27'36"W	49.54
L25	S43°11'19"E	52.45
L26	N44°14'38"W	38.01
L27	S45°58'18"E	50.17
L28	S45°58'18"E	16.27
L29	S05°06'50"W	61.37
L30	S58°30'32"W	52.30
L31	S60°22'37"W	53.14
L32	S20°15'44"W	53.00
L33	S41°16'00"E	109.14
L34	S69°24'24"W	52.54
L35	S81°20'23"W	52.00
L36	S48°12'43"W	24.29
L37	S49°12'55"W	57.27
L38	S102°32'27"W	61.33
L39	S4°44'55"W	47.30
L40	S17°08'04"E	52.00

LINE	DIRECTION	LENGTH
L41	S30°36'31"E	50.17
L42	S76°18'49"E	52.00
L43	S28°31'17"E	114.12
L44	S52°23'27"W	7.31
L45	S87°35'44"E	33.24
L46	N82°31'40"W	36.15
L47	N22°39'37"W	24.15
L48	N44°31'25"W	36.00
L49	S52°23'27"W	34.97
L50	S54°21'17"W	29.90
L51	S54°21'17"W	20.00
L52	S83°22'53"W	28.13
L53	N48°15'52"E	7.78
L54	N35°11'08"E	17.40
L55	N27°10'37"W	34.39
L56	N52°15'09"E	84.44
L57	N45°21'43"W	7.97
L58	S24°31'28"E	6.89
L59	S33°44'52"E	17.93
L60	S39°25'59"W	4.46

CURVE	RADIUS	DELTA	LENGTH
C1	1470.00	107°13"	71.67
C2	3720.00	239°44"	10.70
C3	3720.00	327°06"	53.44
C4	3720.00	02°46"	7.23
C5	8700.00	273°03"	31.14
C6	8700.00	245°00"	4.19
C7	8700.00	233°52"	25.31
C8	73.00	391°23"	50.15
C9	73.00	44°27'01"	43.97
C10	73.00	26°25'13"	46.93
C11	73.00	76°27'29"	33.92
C12	87.00	122°11'0"	18.75
C13	3700.00	89°10'	13.44
C14	8700.00	211°21'	32.20
C15	580.00	3°48'34"	26.61
C16	580.00	02°54'4"	4.50
C17	580.00	4°52'3"	43.11
C18	1500.00	103°37'	28.46
C19	1500.00	135°42'	42.13
C20	1500.00	2°29'44"	11.62
C21	12.00	93°00'00"	18.85
C22	50.00	414°51'	38.50
C23	50.00	74°03'	74.63
C24	50.00	63°00'	63.27
C25	140.00	053°46'	22.94

CURVE	RADIUS	DELTA	LENGTH
C26	1470.00	155°58"	49.34
C27	1470.00	249°09"	72.33
C28	2515.00	147°37'	81.86
C29	2515.00	229°46'	58.74
C30	630.00	109°59'	12.83
C31	630.00	57°14'	58.05
C32	630.00	03°22'	5.37
C33	630.00	55°50'	76.80
C34	50.00	52°26'23"	44.02
C35	50.00	97°15'43"	80.51
C36	50.00	107°14'0"	90.35
C37	17.00	667°42'	19.65
C38	2515.00	178°26'	59.64
C39	2515.00	136°00'	73.03
C40	570.00	134°12'	15.67
C41	570.00	52°43'	53.87
C42	570.00	62°30'	54.48
C43	50.00	114°40'	1.98
C44	50.00	51°25'15"	45.03
C45	50.00	97°27'23"	84.99
C46	50.00	49°15'58"	42.01
C47	50.00	47°13'50"	41.27
C48	17.00	92°14'11"	18.47
C49	17.00	33°15'3"	1.19
C50	1.00	957°40'	19.65

CURVE	RADIUS	DELTA	LENGTH
C51	368.00	239°06'	12.84
C52	368.00	459°06'	12.22
C53	368.00	529°05'	44.36
C54	338.00	222°11'	12.74
C55	368.00	436°54'	24.91
C56	305.00	659°05'	37.55
C57	600.00	659°05'	61.20
C58	550.00	659°05'	61.20
C59	54.00	77°39'57"	73.20
C60	79.00	57°29'55"	88.97
C61	550.00	436°09'	107.40
C62	1500.00	244°21'	71.71
C63	1500.00	121°48'	35.59
C64	555.00	107°53'	49.61
C65	1000.00	249°23'	49.36
C66	1000.00	114°16'	22.68
C67	1000.00	134°54'	35.17
C68	1000.00	220°44'	40.44
C69	1000.00	144°14'	50.13
C70	1340.00	337°29'	10.90

LINE	DIRECTION	LENGTH
L61	N67°20'23"E	3.52
L62	S33°01'07"E	3.52
L63	N84°31'26"W	36.00
L64	S55°52'17"W	34.91
L65	N27°10'37"W	34.39

ITEM 4.13

CITY MANAGER'S REPORT APRIL 11, 2022 CITY COUNCIL REGULAR MEETING

ITEM: APPROVAL OF FINAL MAP, STREET NAMES, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 108 UNITS (1 LOT) IN TRACT 4115 VILLAGE "CC" WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS

RECOMMENDATION: Adopt Resolution Approving Final Map for Tract 4115 Village "CC" within the Lakeside East District of River Islands, Totaling 108 Single Family Condominium Units (1 Lot), Street Names, CFD Annexation No. 26, and Subdivision Improvement Agreement with River Islands Stage 2A, LLC

SUMMARY:

On June 1, 2015, the City Council approved an amendment to Vesting Tentative Map Tract 3694 (VTM 3694), Phase 1 of River Islands at Lathrop, by Resolution No. 15-3912 and an Amendment to the West Lathrop Specific Plan and River Islands Urban Design Concept by Ordinance No. 15-344.

The proposed Final Map Tract 4115 is different from other final maps approved for the East Village District in that it will create a large lot utilized for medium density single family condominium dwelling units that are "clustered" three unit packs. Van Daele Homes is the builder and the tract name is "Hideaway II". A Vicinity map and a Layout/Unit Map Exhibit is included as Attachment "B".

Staff recommends that the City Council approve the proposed Final Map 4115, Village "CC", Subdivision Improvement Agreement (Attachment "D") with River Islands Stage 2A, LLC (River Islands), proposed street names, and approval of City of Lathrop CFD-2013 Annexation No. 26.

BACKGROUND:

The land for Tract 4115 is within the geographic boundaries of VTM 3694 approved by Council on March 27, 2007, and amended on June 1, 2015 with updated conditions of approval. On December 2, 2020, the City of Lathrop Planning Commission approved a Neighborhood Design Plan (NDP) and Architectural Guidelines and Design Standards (AG/DS) for the Lakeside East District, known as Stage 2A, within Phase 1 of the project.

This proposed Final Map 4115 is considered a condominium map. As a result, the homebuilder, Van Daele Homes, must also obtain Bureau of Real Estate (BRE) approval from the State in order to construct the project and must create a

APRIL 11, 2022 CITY COUNCIL REGULAR MEETING**APPROVAL OF FINAL MAP, STREET NAMES, CFD ANNEXATION, AND SIA FOR 108 UNITS (1 LOT) IN TRACT 4115 VILLAGE "CC" WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS**

Homeowners Association (HOA) for the project to maintain privately owned improvements after completion, including the on-site private streets.

As part of the Final Map, streets and street names are typically included in the approval, however, the streets are privately owned for Tract 4115. The City is still required to approve street names for addressing purposes. The street names shown in Attachment "C" have been reviewed and approved by the Lathrop-Manteca Fire Department and the San Joaquin Sheriff Department.

As required by the City's subdivision ordinance, all final maps must include a Subdivision Improvement Agreement (SIA) to guarantee certain off-site and on-site improvements associated with the Final Map.

Performance and labor & material securities were provided with the SIA for Tract 4022 that guarantee the unfinished improvements for Village "CC", including both Tract 4022 and 4115.

The SIA for Tract 4115 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 4115, the Final Map will not trigger any additional offsite improvements or security.

The public improvements will be processed by staff at a later date and the private improvements will be constructed immediately after the improvement plans have been approved.

Before the Final Maps are recorded, River Islands must also satisfy the Escrow Instructions (Attachment "E") that guarantee all required payments to the Sierra Club are made under the terms of the 3rd Amendment to the Development Agreement.

Tract 4115 will need to be annexed into Community Facility District No 2013-1 (River Islands Public Services and Facilities) with Annexation No. 26 for maintenance purposes. River Islands has signed the appropriate documentation to commit to the annexation and the Final Map recordation is contingent on the completion of the annexation.

REASON FOR RECOMMENDATION:

Completion of the unfinished improvements is required prior to the first occupancy of the first production home building final permit in Tract 4115. Prior to acceptance of public improvements within Tract 4115, River Islands shall provide a one-year maintenance and repair bond to secure the developers obligation to maintain all

APRIL 11, 2022 CITY COUNCIL REGULAR MEETING

APPROVAL OF FINAL MAP, STREET NAMES, CFD ANNEXATION, AND SIA FOR 108 UNITS (1 LOT) IN TRACT 4115 VILLAGE "CC" WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS

improvements and repair or correct any defective work. River Islands has provided the tract map, the tract improvement plans, all required documents and all fees for Tract 4115.

This includes the following documents and fees:

Documents	Status
1. Final Map ready for signature	Completed
2. Subdivision Improvement Agreement	Completed
3. Performance Security – Uncompleted Landscaping and Miscellaneous Improvements provided with Tract 4022	Completed
4. Labor and Materials Security – Uncompleted Landscaping and Miscellaneous Improvements provided with Tract 4022	Completed
5. Street Improvement, Landscape, Light & Joint Trench	Completed
6. Geotechnical Report	Completed
7. Agreement for Backbone Improvements and Parks (Agreement for Dedication, Inspection and Guarantee of Streets and Public Improvements)	Completed
8. Approval of 3 rd Amendment to Development Agreement that guarantees creation of CFD for City Maintenance and Shortfalls, and Guarantee of Developer CFDs for Developer/other public agency Maintenance	Completed
9. Allocation of Water and Sewer capacity	Completed
10. Recommendation for approval from Stewart Tract Design Review Committee	Completed
11. Submitted Certificate of Insurance, Tax Letter	Completed
12. Submitted Preliminary Guarantee of Title	Completed
13. Escrow Instructions	Completed
14. Village "CC" - Annexation No. 26 of City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities)	Approval Pending with this item
Fees	Status
1. Final Map plan check fee	Paid
2. Improvement Plans - Plan check and inspection fees	Paid
3. Sierra Club Settlement fee	To be paid in escrow

APRIL 11, 2022 CITY COUNCIL REGULAR MEETING

APPROVAL OF FINAL MAP, STREET NAMES, CFD ANNEXATION, AND SIA FOR 108 UNITS (1 LOT) IN TRACT 4115 VILLAGE "CC" WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS

FISCAL IMPACT:

There is no fiscal 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 4115 village "CC" within the Lakeside East District of River Islands, Totaling 108 single family condominium units (1 lot), street names, CFD annexation No. 26, and Subdivision Improvement Agreement with River Islands Stage 2A, LLC.
- B. Vicinity/Exhibit Map - Village "CC" & Hideaway II Layout/Unit
- C. Proposed Street Name Exhibit
- D. Subdivision Improvement Agreement between the City of Lathrop and River Islands Stage 2A, LLC, a Delaware limited liability company, for Tract 4115, Village "CC"
- E. Escrow Instructions - Final Map Tract 4115 Village "CC", including the Annexation No. 26 of City of Lathrop Community Facilities District No. 2013-1
- F. Final Map – Tract 4115 Village "CC"

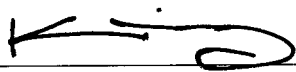
CITY MANAGER'S REPORT
APRIL 11, 2022 CITY COUNCIL REGULAR MEETING
APPROVAL OF FINAL MAP, STREET NAMES, CFD ANNEXATION, AND SIA FOR
108 UNITS (1 LOT) IN TRACT 4115 VILLAGE "CC" WITHIN LAKESIDE EAST
DISTRICT OF RIVER ISLANDS

APPROVALS:




Brad Taylor
Land Development Manager

3/30/2022
Date



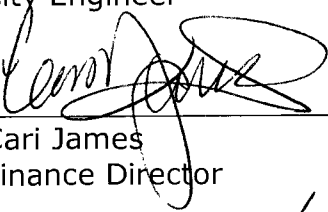
Michael King
Director of Public Works

3.31.2022
Date




Glenn Gebhardt
City Engineer

3/30/22
Date



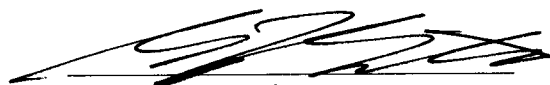
Cari James
Finance Director

3/31/2022
Date



Salvador Navarrete
City Attorney

3.31.2022
Date



Stephen J. Salvatore
City Manager

4.4.22
Date

RESOLUTION NO. 22-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING FINAL MAP FOR TRACT 4115 VILLAGE "CC" WITHIN THE LAKESIDE EAST DISTRICT OF RIVER ISLANDS, TOTALING 108 SINGLE FAMILY CONDOMINIUM UNITS (1 LOT), STREET NAMES, CFD ANNEXATION NO. 26, AND SUBDIVISION IMPROVEMENT AGREEMENT WITH RIVER ISLANDS STAGE 2A, LLC

WHEREAS, on March 27, 2007, the City Council approved Vesting Tentative Map (VTM) No. 3694 with Conditions of Approval for residential and commercial development that is consistent with the West Lathrop Specific Plan (WLSP) and the River Islands Urban Design Concept (UDC); and

WHEREAS, on June 1, 2015, the City Council approved amendments to the VTM, WLSP, and UDC, with amended conditions of approval; and

WHEREAS, on December 2, 2020, the City of Lathrop Planning Commission approved a Neighborhood Design Plan (NDP) and Architectural Guidelines and Design Standards (AG/DS) for the Lakeside East District, known as Stage 2A, within Phase 1 of the project; and

WHEREAS, the proposed Final Map is part of the Lakeside East District of River Islands, consisting of 1 buildable lot to accommodate 108 condominium units (3 unit packs); and

WHEREAS, Tract 4115 is considered a condominium map, therefore the homebuilder, Van Daele Homes, must also obtain Bureau of Real Estate (BRE) approval from the State in order to construct the project and must create a Homeowners Association (HOA) for the project to maintain privately owned improvements after completion, including the on-site private streets; and

WHEREAS, part of the Final Map, streets and street names are typically included in the approval, however, the streets are privately owned for Tract 4115. The City is still required to approve street names for addressing purposes. The street names shown in Attachment "C" of the City Manager's Report have been reviewed and approved by the Lathrop-Manteca Fire Department and the San Joaquin Sheriff Department; and

WHEREAS, required by the City's subdivision ordinance, all final maps must include a Subdivision Improvement Agreement (SIA) to guarantee certain off-site and on-site improvements associated with the Final Map; and

WHEREAS, performance and labor & material securities were provided with the SIA for Tract 4022 that guarantee the unfinished improvements for Village "CC", including both Tract 4022 and 4115; and

WHEREAS, the SIA for Tract 4115 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 4115, the Final Map will not trigger any additional offsite improvements or security; and

WHEREAS, the public improvements will be processed by staff at a later date and the private improvements will be constructed immediately after the improvement plans have been approved; and

WHEREAS, prior to acceptance of public improvements within Tract 4115, River Islands shall provide a one-year maintenance and repair bond to secure the developers obligation to maintain all improvements and repair or correct any defective work; and

WHEREAS, River Islands will satisfy the escrow requirements to fund the Settlement Fee prior to recordation of the Final Map for Tract 4115; and

WHEREAS, Tract 4115 will need to be annexed into Community Facility District No 2013-1 (River Islands Public Services and Facilities) with Annexation No. 26 for maintenance purposes.

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 4115 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 proposed street names as shown in Attachment “C” of the City Manager’s Report, incorporated by reference herein.
3. The City Manager, or their designee, is authorized to execute a Subdivision Improvement Agreement with River Islands Stage 2A, LLC, Annexation of the City of Lathrop Community Facilities District No. 2013-1 No. 26 (River Islands Public Services and Facilities), in substantially the form as attached to the April 11, 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 11th day of April 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

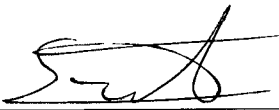
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

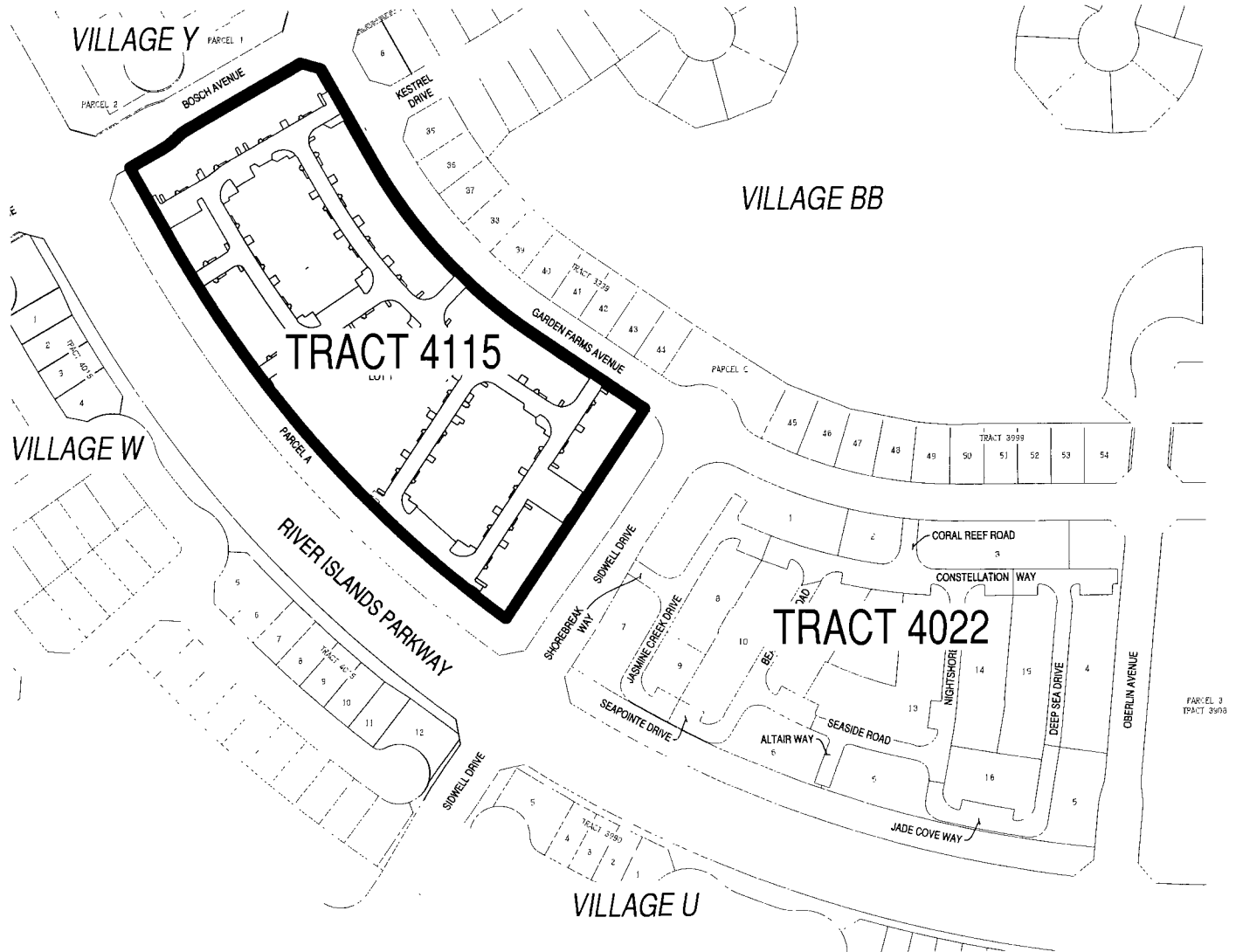
Teresa Vargas, City Clerk

APPROVED AS TO FORM:

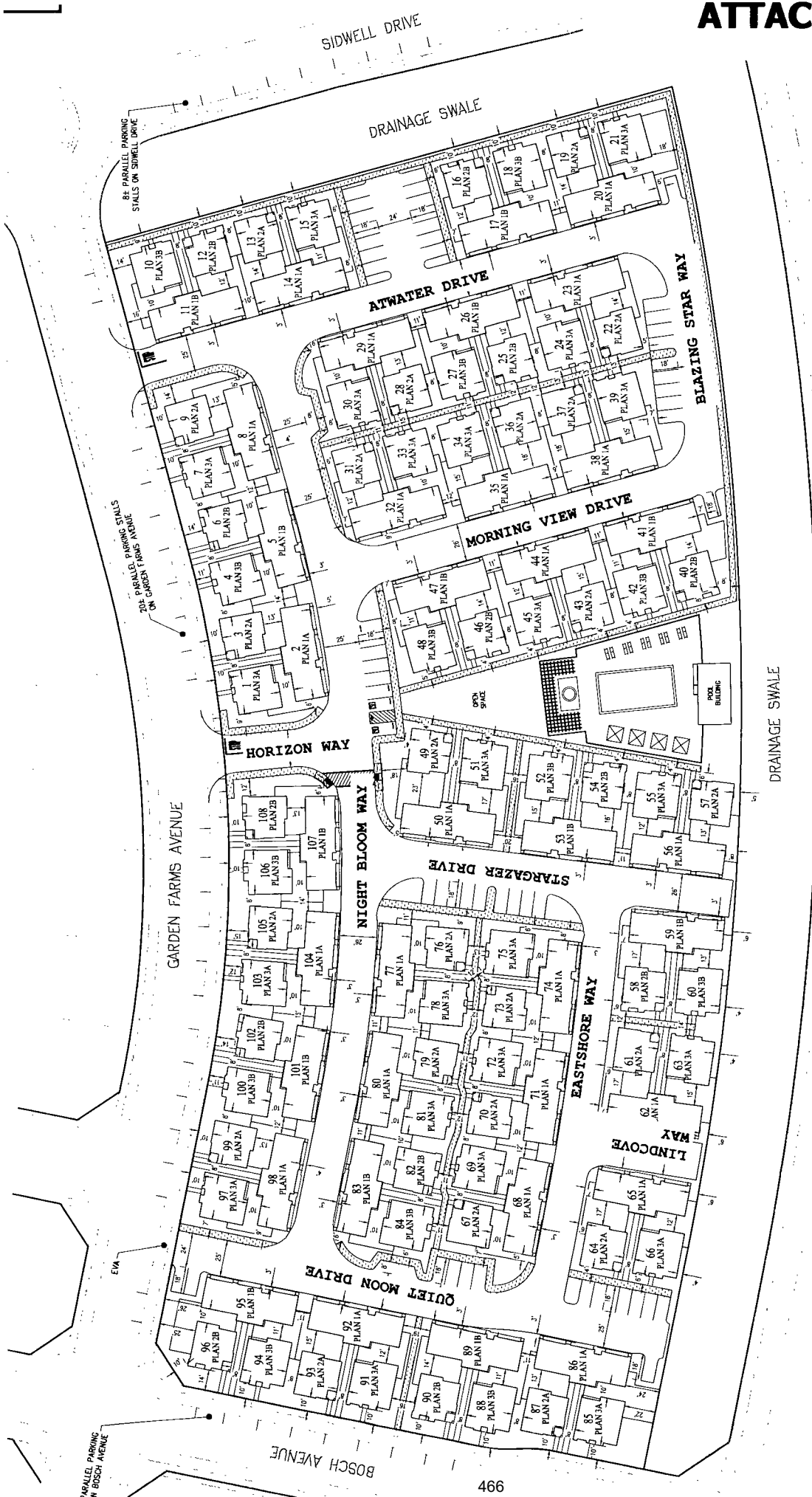


Salvador Navarrete, City Attorney

ATTACHMENT B



VILLAGE CC
VICINITY MAP
APRIL 2022



RIVER ISLANDS PARKWAY
 TRACT 4115 PROPOSED STREET NAMES



RIVER ISLANDS PARKWAY
TRACT 4115 UNIT LAYOUT

SUBDIVISION IMPROVEMENT AGREEMENT

BY AND BETWEEN THE CITY OF LATHROP AND

RIVER ISLANDS STAGE 2A, LLC, A DELAWARE LIMITED LIABILITY COMPANY

FOR TRACT 4115 VILLAGE "CC" 108 UNITS (1 LOT)

RECITALS

A. This Agreement is made and entered into this **11th day of April 2022**, by and between the **CITY OF LATHROP**, a municipal corporation of the State of California (hereinafter "CITY") and **River Islands Stage 2A, LLC**, a Delaware limited liability company, (hereinafter "SUBDIVIDER").

B. 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 4115. However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with Tract 4115 (Village "CC") 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 4022 that guarantee the unfinished improvements for Village "CC", which includes Tract 4115, in the amount shown in Section 8, and therefore no additional security is needed for Tract 4115.

C. SUBDIVIDER has completed a portion of the joint trench improvements for Tract 4115 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 4115 and Village "CC" 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 4115 are required security as outlined in this Agreement is required.

NOW THEREFORE in consideration of CITY'S pending approval and acceptance of the Improvements upon their satisfactory completion, and in consideration of SUBDIVIDER'S construction of Improvements in strict accordance with the terms of this Agreement, all applicable laws, statutes, ordinances, rules and regulations currently in force and effect in CITY, the terms and conditions of which are incorporated herein by this reference, the parties hereto mutually covenant and agree as follows:

Subdivision Improvement Agreement (River Islands Stage 2A, LLC)
Tract 4115 Village "CC"

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 4115 that is conveyed to a private interest not associated with the transfer of title of Tract 4115 associated with the filing of Tract 4115 (homebuilder), prior to the completion and occupancy of the last production dwelling unit associated with Tract 4115, or April 11, 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 \$138,089, equal to 10% of the estimated cost of the Improvements for the Village "CC" entire area (\$1,380,890) as included in the Engineer's estimate attached to this Agreement as Exhibit "D", to insure SUBDIVIDER'S repair and warranty of the Improvements in accordance with the terms of this Agreement. The Warranty Bond shall be released at the end of the one year guarantee period, provided there are no claims against it are then outstanding.

7. If SUBDIVIDER, in whole or in part, abandons the Improvements, or unnecessarily or unreasonably delays construction of the Improvements, fails to complete construction of the Improvements within the time specified in this Agreement, or fails to repair.

Subdivision Improvement Agreement (River Islands Stage 2A, LLC)
Tract 4115 Village "CC"

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 4115 as included and described in Exhibit "D" of this Agreement. Performance and Labor & Material securities have been provided with the SIA for Tract 4021 that guarantee the unfinished improvements for Village "CC", which includes Tract 4115, in the amount shown in Table 1 below and therefore no additional security is needed for Tract 4115. 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:	\$1,380,890
Performance Bond (Bond No. 0757340):	$\$1,380,890 \times 120\% = \$1,657,068$
Labor & Materials Bond (Bond No. 0757340)	$\$1,518,979 \times 50\% = \$828,534$

9. Any alteration(s) made to the plans and specifications, which are a part of this Agreement, or any provision of this Agreement shall not operate to release any surety or sureties from liability on any bond or bonds attached hereto and made a part thereof. The above referenced sureties hereby consent to such alterations and waive the provisions of California Civil Code Section 2819.

10. Neither the CITY nor any of its officers, employees or agents shall be liable to SUBDIVIDER, and/or SUBDIVIDER'S agents, contractors or subcontractors for any error or omission arising out of or in connection with any work to be performed under this Agreement.

11. Neither the CITY nor any of its officers, employees, or agents, shall be liable to the SUBDIVIDER or to any person, entity, or organization, for any injury or damage that may result to any person or property by or from any cause in, on, or about the subdivision of all or any part of the land covered by this Agreement.

12. SUBDIVIDER hereby agrees to, and shall hold CITY, its elective and appointive boards, commissions, officers, agents and employees (collectively, "Indemnitees"), harmless from any liability for damage or claims which may arise from SUBDIVIDER and/or SUBDIVIDER'S contractors, subcontractors, agents, or employees' operations under this Agreement, whether such operations be by SUBDIVIDER or by any SUBDIVIDER contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, SUBDIVIDER or any of SUBDIVIDER'S contractors or subcontractors. SUBDIVIDER shall, at its own cost and expense, defend any and all actions, suits, or legal proceedings or any type that may be brought or instituted against CITY and indemnities on any claim or demand, of any nature whatsoever, and pay or satisfy any judgment that may be rendered against CITY and the Indemnitees in any such action, suit or legal proceedings, resulting from or alleged to have resulted from SUBDIVIDER'S performance or non-performance of his duties and obligations under this Agreement, or from the negligent act or omission of himself, his agents, contractors, representatives, servants or employees. The promises and Agreement to indemnify and hold harmless set forth in this section is not conditioned or dependent on whether or not any indemnity has prepared, supplied or approved any plan or specification in connection with this work or subdivision, whether or not any such indemnity has insurance or indemnification covering any of these matters. CITY does not, and shall not; waive any rights against SUBDIVIDER which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by CITY of any deposit with CITY by SUBDIVIDER. The aforesaid hold harmless agreement by SUBDIVIDER shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not CITY has prepared, supplied or approved of, plans and/or specifications for the subdivision.

13. Neither SUBDIVIDER nor any of SUBDIVIDER'S agents, contractors or subcontractors are, or shall be, considered to be agents of CITY in connection with the performance of SUBDIVIDER'S obligations under this Agreement.

14. Prior to acceptance of the Improvements by the City Council, the SUBDIVIDER shall be solely responsible for maintaining the quality of the Improvements, and maintaining safety at the project site. The SUBDIVIDER'S obligation to provide the Improvements shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Improvements as complete. The CITY and SUBDIVIDER have formed Community Facilities Districts to finance maintenance and improvements. The CITY expects to preserve the ability to use future special taxes of the CFD for payment of the cost of acquisition of the Improvements, which may require that acceptance of improvements by CITY be subject to the provisions of an acquisition agreement to be entered into by the CITY and SUBDIVIDER providing that CITY expects to be paid or reimbursed acquisition costs through future CFD special taxes. SUBDIVIDER shall cooperate to facilitate such method of acquisition.

Subdivision Improvement Agreement (River Islands Stage 2A, LLC)
Tract 4115 Village "CC"

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 4115.

20. The following miscellaneous provisions are applicable to this Agreement:

a. Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the laws of the State of California.

b. Definitions. The definitions and terms are as defined in this Agreement.

c. Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.

d. Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

e. Incorporation of Documents. All documents referred to herein and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated herein and shall be deemed to be part of this Agreement.

f. Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.

Subdivision Improvement Agreement (River Islands Stage 2A, LLC)
Tract 4115 Village "CC"

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 4115

EXHIBIT B TRACT 4115 AND VILLAGE "CC" AREA

EXHIBIT C: CITY INSURANCE REQUIREMENTS

**EXHIBIT D: UNFINISHED IMPROVEMENT COST ESTIMATE AND VILLAGE "CC"
IMPROVEMENTS COST ESTIMATE**

Subdivision Improvement Agreement (River Islands Stage 2A, LLC)
Tract 4115 Village "CC"

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 11th day of April 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:  _____ 3-31-2022
Salvador Navarrete Date
City Attorney

Subdivision Improvement Agreement (River Islands Stage 2A, LLC)
Tract 4115 Village "CC"

SUBDIVIDER

River Islands Stage 2A, LLC,
a Delaware limited liability company

BY: _____
Susan Dell'Osso
President

Subdivision Improvement Agreement (River Islands Stage 2A, LLC)
Tract 4115 Village "CC"

EXHIBIT "A"

FINAL MAP - TRACT 4115

OWNER'S STATEMENT

THE UNDERSIGNED DOES HEREBY STATE THAT THEY ARE THE OWNERS OF ALL THE LAND DELINEATED AND DESCRIBED IN THE ATTACHED MAP ENTITLED "TRACT 4115, RIVER ISLANDS - STAGE 2A, VILLAGE CC (WEST) FOR CONDOMINIUM PURPOSES" CITY OF LATHROP, CALIFORNIA, CONSISTING OF EIGHTEEN (18) SHEETS, AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

- 1. 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 "PUBLIC UTILITY EASEMENT" (P.U.E.)
- 2. A NON-EXCLUSIVE EASEMENT TO THE CITY OF LATHROP, TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN SANITARY SEWER FACILITIES AND THEIR APPURTENANCES UPON, OVER AND UNDER THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS "SANITARY SEWER EASEMENT" (S.S.E.)
- 3. A NON-EXCLUSIVE EASEMENT TO THE CITY OF LATHROP, TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN DOMESTIC WATERLINE FACILITIES AND THEIR APPURTENANCES UPON, OVER AND UNDER THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS "WATERLINE EASEMENT" (W.L.E.)
- 4. A NON-EXCLUSIVE EASEMENT TO THE CITY OF LATHROP FOR EMERGENCY VEHICLE ACCESS PURPOSES OVER THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS "EMERGENCY VEHICLE ACCESS EASEMENT" (E.V.A.E.)

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

- 1. TO THE CITY OF LATHROP, PARCEL A FOR PURPOSES OF OPEN SPACE, INCLUDING PUBLIC UTILITIES, STORM DRAIN FACILITIES, FENCE, MAINTENANCE, AND APPURTENANCES HERETO, FOR THE BENEFIT OF THE PUBLIC, 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 BOUNDARY UPON THIS MAP, HEREBY ARE DEDICATED TO THE CITY OF LATHROP.

OWNER: RIVER ISLANDS STAGE 2A, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: SUSAN DELL'OSSO, PRESIDENT

TRUSTEE'S STATEMENT

DATED THIS _____ DAY OF _____, 2022, OLD REPUBLIC TITLE COMPANY, AS TRUSTEE, UNDER THE DEED OF TRUST RECORDED DECEMBER 22, 2016, AS DOCUMENT NUMBER 2016-160886, AND AS AMENDED IN DOCUMENT RECORDED DECEMBER 26, 2017 AS DOCUMENT NUMBER 2017-150771, AND FURTHER AMENDED IN DOCUMENT RECORDED APRIL 15, 2020 AS DOCUMENT NUMBER 2020-046095, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY

BY: _____

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

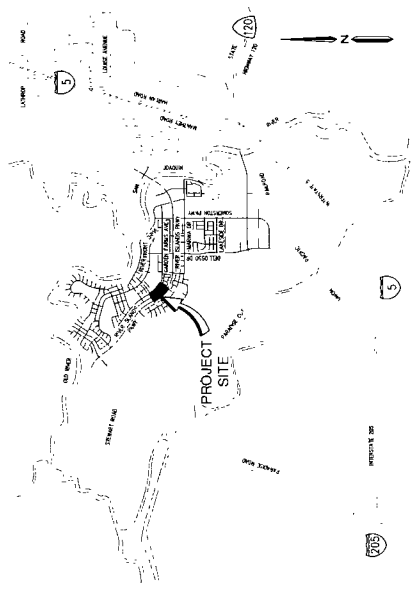
ON _____, 2022 BEFORE ME, _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) 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, NAME (PRINT) _____, PRINCIPAL COUNTY OF BUSINESS _____, MY COMMISSION NUMBER _____, MY COMMISSION EXPIRES _____.

**TRACT 4115
RIVER ISLANDS - STAGE 2A
VILLAGE CC (WEST)
FOR CONDOMINIUM PURPOSES**

A PORTION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL 1 OF TRACT 4022 (43 MAP 135) CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA, MARCH 2022



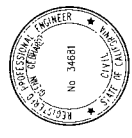
VICINITY MAP
NOT TO SCALE

CITY ENGINEERS STATEMENT

I, GLENN GEBHARDT, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF TRACT 4115, RIVER ISLANDS-STAGE 2A, VILLAGE CC (WEST), FOR CONDOMINIUM PURPOSES, CITY OF LATHROP, CALIFORNIA, CONSISTING OF EIGHTEEN (18) SHEETS, AND SUBSTANTIALLY THE SAME AS IT APPEARED ON THE AMENDED VESTING TENTATIVE MAP NO. 3894, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA STATE SUBDIVISION MAP ACT AND APPLICABLE ORDINANCES OF THE CITY OF LATHROP, AND ANY AMENDMENTS THERE TO, APPLICABLE AT THE TIME OF APPROVAL OF AMENDED VESTING TENTATIVE MAP

DATED THIS _____ DAY OF _____, 2022

GLENN GEBHARDT, R.C.E. 34881
CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA



SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

THIS MAP CONFORMS TO VESTING TENTATIVE MAP NO. 3894 APPROVED BY THE PLANNING COMMISSION DATED THIS _____ DAY OF _____, 2022

MARK MESSNER, COMMUNITY DEVELOPMENT DIRECTOR
CITY OF LATHROP

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

STEVE J. BECKELMANN, ASSISTANT/DEPUTY RECORDER
ASSESSOR-RECORDER-COUNTY CLERK
SAN JOAQUIN COUNTY, CALIFORNIA

TRACT 4115
RIVER ISLANDS - STAGE 2A
VILLAGE CC (WEST)
FOR CONDOMINIUM PURPOSES
 NUMBER OF CONDOMINIUMS NOT TO EXCEED 108 UNITS

A PORTION OF RANCHO EL PESCADERO, BEING
 A SUBDIVISION OF PARCEL 1 OF TRACT 4022 (43 MAP 136)
 IN BOOK 43 MAPS AND PLATS, PAGE 52, S.J.C.R. (43 MAP 136)
 CITY OF LATHROP, WASHINGTON COUNTY, CALIFORNIA
 MAP 001-046177, S.J.C.R. MARCH 2022



CITY SURVEYOR'S STATEMENT

I, DARRYL A. ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4115, RIVER ISLANDS-STAGE 2A, VILLAGE CC (WEST)", FOR CONDOMINIUM PURPOSES, CITY OF LATHROP, CALIFORNIA, AND I AM SATISFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2022.

DARRYL A. ALEXANDER, P.L.S. 5071
 ACTING CITY SURVEYOR



SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE 41, THE REQUEST OF RIVER ISLANDS DEVELOPMENT, LLC, ON SEPTEMBER 12, 2017. 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, 2022, AND THAT THE MONUMENTS ARE, OR THAT THEY WILL BE, SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRAINED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2022.

DYLAN CRAWFORD, P.L.S. NO. 7788



NOTES

- 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 NOTIFIED THAT THE PROPERTY YOU ARE PURCHASING MAY BE LOCATED CLOSE TO AGRICULTURAL LANDS AND OPERATIONS. YOU MAY BE SUBJECT TO INCONVENIENCE OR DISCOMFORT ARISING FROM THE LAWFUL AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTICIDES AND FROM OTHER ACTIVITIES WHICH MAY GENERATE DUST, SMOKE, NOISE, ODOUR, ROBERTS AND PESTS. BE AWARE ALSO, THAT THIS PROPERTY MAY BE LOCATED ADJACENT TO AGRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION. CONSEQUENTLY, INCONVENIENCES OR DISCOMFORT AS NORMAL AND NECESSARY ASPECT OF LIVING IN AN AGRICULTURALLY ACTIVE REGION. SOILS REPORT DATED 10/20/2021, GEOTECHNICAL EXPLORATION, RIVER ISLANDS PHASE II, LATHROP, CALIFORNIA, REFERENCED AS JOSEF J. DODDLE, G.E. NO. 2677, AND IS ON FILE WITH THE CITY OF LATHROP.
- "TRACT 4115, RIVER ISLANDS, STAGE 2A, VILLAGE CC (WEST)", FOR CONDOMINIUM PURPOSES, CONTAINS 1 LOT FOR CONDOMINIUM PURPOSES; AND 1 LETTERED PARCEL, CONTAINING 9.38 ACRES, MORE OR LESS, INCLUDING RIGHT OF WAYS ALL AS SHOWN ON SAID MAP HEREIN (PLEASE REFER TO THE AREA SUMMARY TABLE BELOW)
- "TRACT 4015, RIVER ISLANDS, STAGE 2A, VILLAGE W FINAL MAP, FILED OCTOBER 18, 2019, IN BOOK 43 MAPS AND PLATS, PAGE 108, S.J.C.R. (43 MAP 108)

TRACT 4115 AREA SUMMARY	
LOT 1	7.56 AC±
PARCEL A	1.82 AC±
TOTAL	9.38 AC±

- LOT 1 OF THIS TRACT MAP, IS FOR CONDOMINIUM PURPOSES AS DEFINED BY SECTION 4125 OF THE CALIFORNIA CIVIL CODE, THAT WILL CONTAIN 108 UNITS.
- BASED ON PARCEL MAP 19-01-PM, RIVER ISLANDS STAGE 2A, VILLAGE Y, FILED SEPTEMBER 25, 2019, IN BOOK 26 OF PARCEL MAPS AT PAGE 147, S.J.C.R. (26 PM 147)
- TRACT 3997, RIVER ISLANDS, STAGE 2A, VILLAGE Y FINAL MAP, FILED JUNE 28, 2019, IN BOOK 43 MAPS AND PLATS, PAGE 54, S.J.C.R. (43 MAP 54)
- TRACT 3995, RIVER ISLANDS, STAGE 2A, VILLAGE U FINAL MAP, FILED OCTOBER 2, 2019, IN BOOK 43 MAPS AND PLATS, PAGE 105, S.J.C.R. (43 MAP 105)
- TRACT 4022, RIVER ISLANDS, STAGE 2A, VILLAGE CC FINAL MAP, FILED JULY 7, 2020, IN BOOK 43 MAPS AND PLATS, PAGE 136, S.J.C.R. (43 MAP 136)
- TRACT 3989, RIVER ISLANDS, STAGE 2A, VILLAGE Y FINAL MAP, FILED MARCH 27, 2019, IN BOOK 43 MAPS AND PLATS, PAGE 78, S.J.C.R. (43 MAP 78)
- TRACT 3988, RIVER ISLANDS, STAGE 2A, VILLAGE U FINAL MAP, FILED NOVEMBER 2, 2018, IN BOOK 43 MAPS AND PLATS, PAGE 54, S.J.C.R. (43 MAP 54)
- TRACT 3908, RIVER ISLANDS, STAGE 2A, VILLAGE U FINAL MAP, FILED SEPTEMBER 20, 2018, IN BOOK 43 MAPS AND PLATS, PAGE 52, S.J.C.R. (43 MAP 52)
- TRACT 3999, RIVER ISLANDS, STAGE 2A, VILLAGE Y FINAL MAP, FILED MARCH 27, 2019, IN BOOK 43 MAPS AND PLATS, PAGE 78, S.J.C.R. (43 MAP 78)
- TRACT 3988, RIVER ISLANDS, STAGE 2A, VILLAGE U FINAL MAP, FILED NOVEMBER 2, 2018, IN BOOK 43 MAPS AND PLATS, PAGE 54, S.J.C.R. (43 MAP 54)
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- TRACT 4015, RIVER ISLANDS, STAGE 2A, VILLAGE W FINAL MAP, FILED OCTOBER 18, 2019, IN BOOK 43 MAPS AND PLATS, PAGE 108, S.J.C.R. (43 MAP 108)

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 2001-046177, S.J.C.R.

REFERENCES

- TRACT 3908, RIVER ISLANDS, STAGE 2A, VILLAGE U FINAL MAP, FILED SEPTEMBER 20, 2018, IN BOOK 43 MAPS AND PLATS, PAGE 52, S.J.C.R. (43 MAP 52)
- TRACT 3989, RIVER ISLANDS, STAGE 2A, VILLAGE Y FINAL MAP, FILED MARCH 27, 2019, IN BOOK 43 MAPS AND PLATS, PAGE 78, S.J.C.R. (43 MAP 78)
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TRACT 4115
RIVER ISLANDS - STAGE 2A
VILLAGE CC (WEST)
FOR CONDOMINIUM PURPOSES
 NUMBER OF CONDOMINIUMS NOT TO EXCEED 108 UNITS

A PORTION OF RANCHO EL PESCADERO, BEING
 A SUBDIVISION OF PARCEL 1 OF TRACT 4022 (43 MAP 136)
 SAN JUAN COUNTY, CALIFORNIA
 MARCH 2022

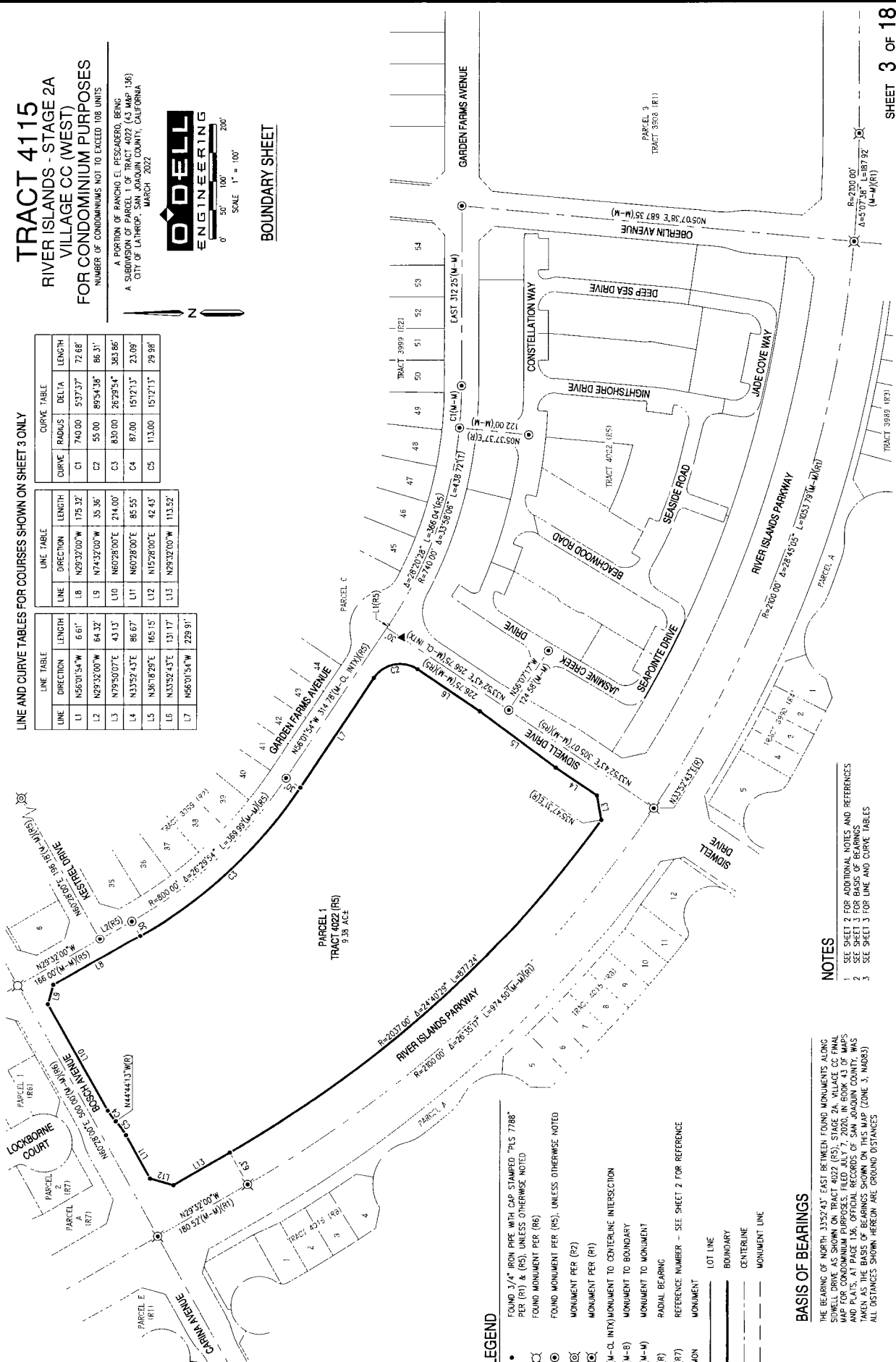


SCALE 1" = 100'

BOUNDARY SHEET

LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEET 3 ONLY

LINE TABLE			CURVE TABLE			
LINE	DIRECTION	LENGTH	CURVE	RADIUS	DELTA	LENGTH
L1	N56°01'54"W	6.61'	C1	740.00'	537°37'	72.68'
L2	N29°32'00"W	175.32'	C2	55.00'	89°54'38"	86.31'
L3	N79°50'07"E	43.13'	C3	830.00'	26°29'54"	383.86'
L4	N33°52'43"E	86.67'	C4	87.00'	15°12'13"	23.09'
L5	N36°18'29"E	165.15'	C5	113.00'	15°12'13"	29.98'
L6	N33°52'43"E	131.17'				
L7	N56°01'54"W	229.91'				



NOTES

- SEE SHEET 2 FOR ADDITIONAL NOTES AND REFERENCES
- ALL DISTANCES AND BEARINGS ARE GROUND DISTANCES
- SEE SHEET 3 FOR LINE AND CURVE TABLES

BASIS OF BEARINGS

THE BEARING OF NORTH 33°52'43" EAST BETWEEN FOUND MONUMENTS ALONG THE BOUNDARY OF PARCEL 1 OF TRACT 4022 (43 MAP 136) SAN JUAN COUNTY, CALIFORNIA WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP (ZONE 3, NAD83)

- LEGEND**
- FOUND 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788" PER (R1) & (R5), UNLESS OTHERWISE NOTED
 - FOUND MONUMENT PER (R6)
 - FOUND MONUMENT PER (R5), UNLESS OTHERWISE NOTED
 - MONUMENT PER (R2)
 - MONUMENT PER (R1)
 - (M-B) MONUMENT TO BOUNDARY
 - (M-W) MONUMENT TO MONUMENT
 - (R) RADIAL BEARING
 - (R7) REFERENCE NUMBER - SEE SHEET 2 FOR REFERENCE
 - MON MONUMENT
 - LOT LINE
 - BOUNDARY
 - CENTERLINE
 - MONUMENT LINE

TRACT 4115
RIVER ISLANDS - STAGE 2A
VILLAGE CC (WEST)
FOR CONDOMINIUM PURPOSES
 NUMBER OF CONDOMINIUMS NOT TO EXCEED 108 UNITS

A PORTION OF RANCHO EL PESCADERO, BEING
 A SUBDIVISION OF PARCEL 1 OF TRACT 4022 (43 MAP 136)
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
 MARCH 2022



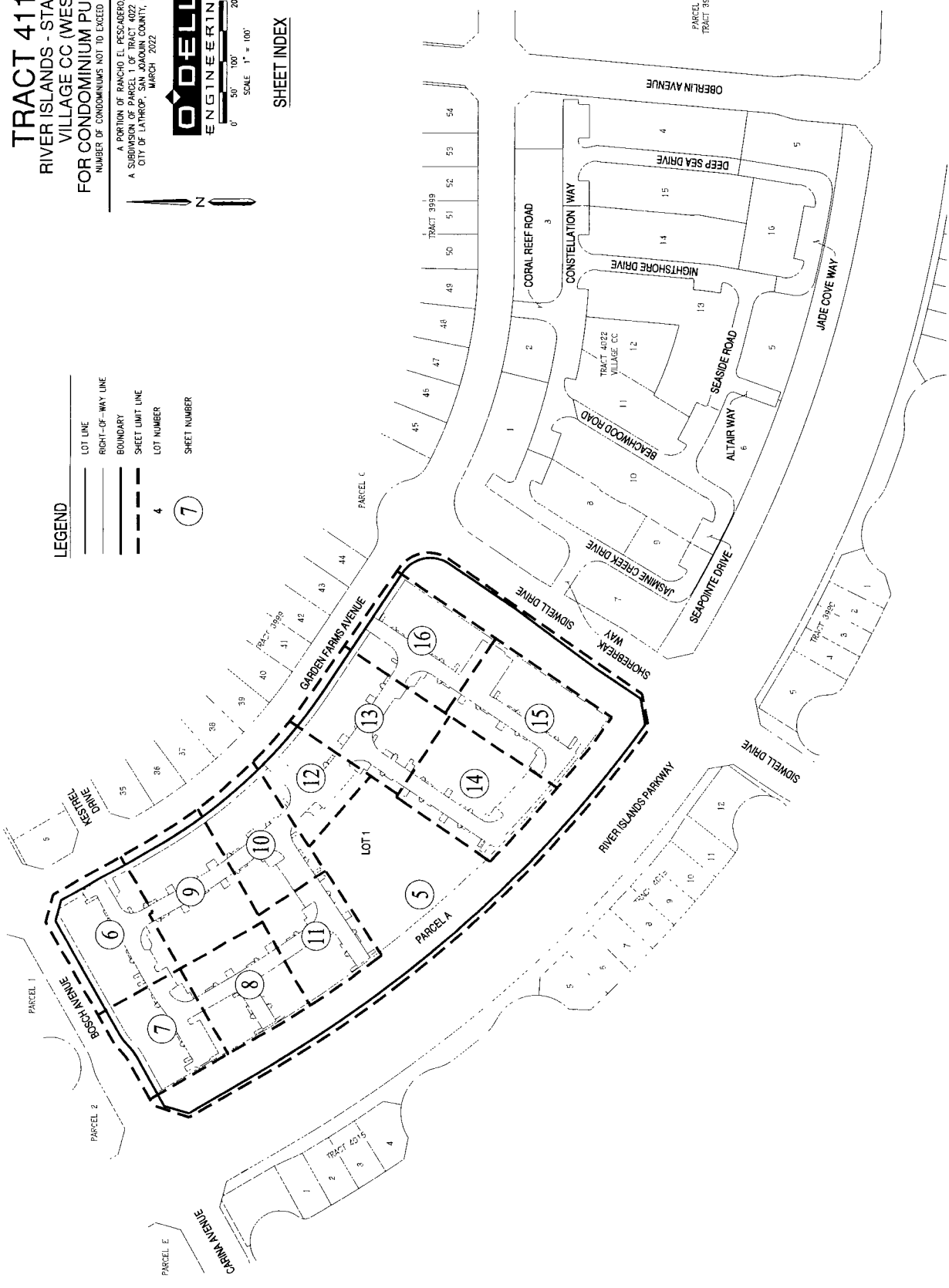
SCALE 1" = 100'



SHEET INDEX

LEGEND

	LOT LINE
	RIGHT-OF-WAY LINE
	BOUNDARY
	SHEET LIMIT LINE
	LOT NUMBER
	SHEET NUMBER



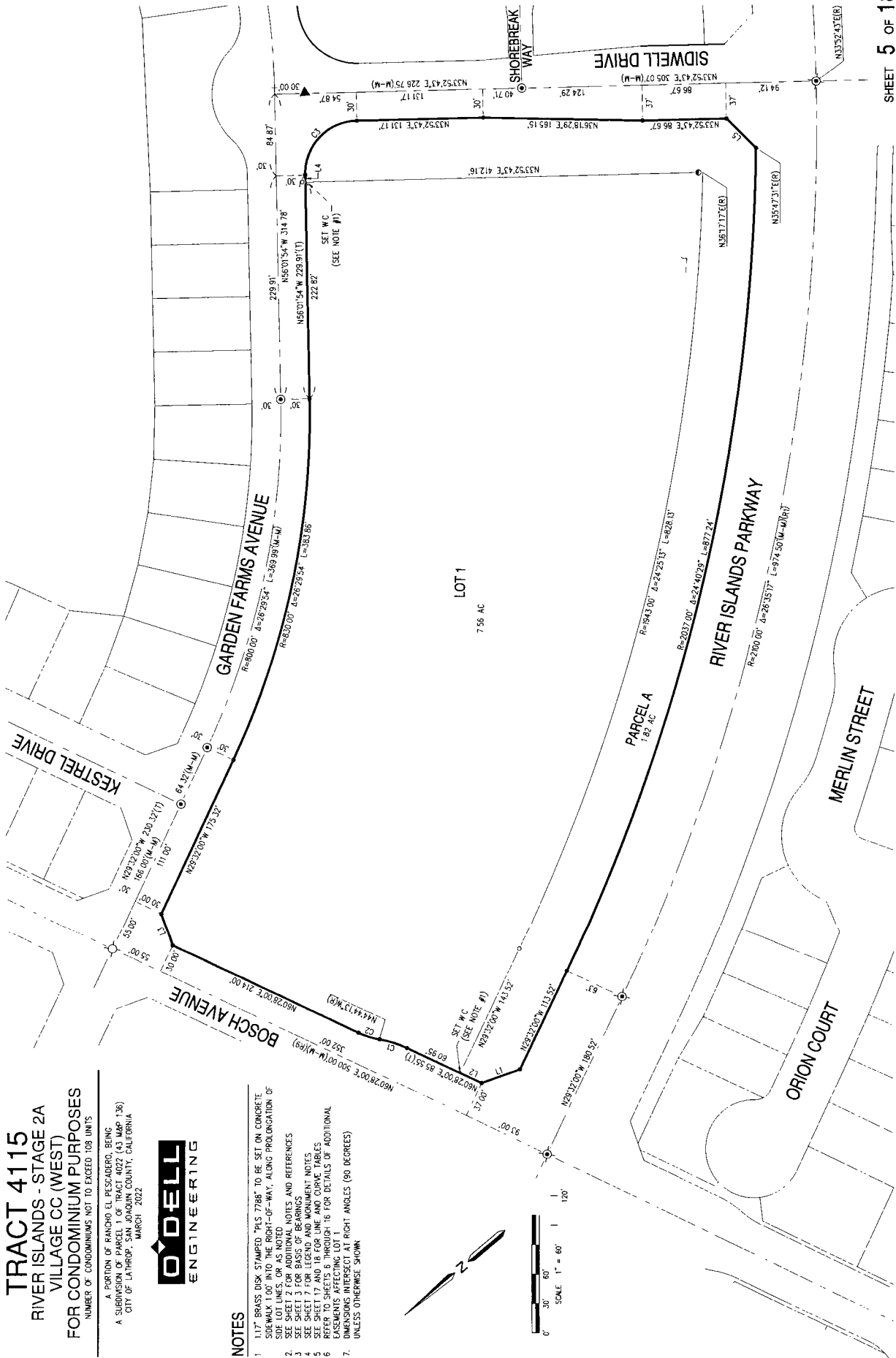
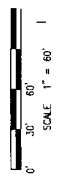
TRACT 4115
RIVER ISLANDS - STAGE 2A
VILLAGE CC (WEST)
FOR CONDOMINIUM PURPOSES
 NUMBER OF CONDOMINIUMS NOT TO EXCEED 108 UNITS

A PORTION OF RANCHO EL PESCADERO, BEING
 A SUBDIVISION OF PARCELS 1222 (R&P, 136)
 CITY OF LA HABRA, SAN JOAQUIN COUNTY, CALIFORNIA
 MARCH, 2022



NOTES

1. 1 1/2" BRASS DISK STAMPED "PLS 7788" TO BE SET ON CONCRETE. SEE MONUMENT NOTES FOR LOCATION AND SETTING OF MONUMENTS. MONUMENTS TO BE SET AT CORNERS AND AT MIDPOINTS OF LONG SIDES OF ALL LOTS, ALONG PROLONGATION OF SIDE LOT LINES, OR AS NOTED OTHERWISE.
2. SEE SHEET 2 FOR ADDITIONAL NOTES AND REFERENCES
3. SEE SHEET 3 FOR BASIS OF BEARINGS
4. SEE SHEET 7 FOR LEGEND AND MONUMENT TABLES
5. SEE SHEET 17 AND 18 FOR LINE AND CURVE TABLES
6. DIMENSIONS ARE SHOWN THROUGHOUT FOR DETAILS OF ADDITIONAL DIMENSIONS REFLECTING ALL RIGHT ANGLES (90 DEGREES)
7. UNLESS OTHERWISE SHOWN

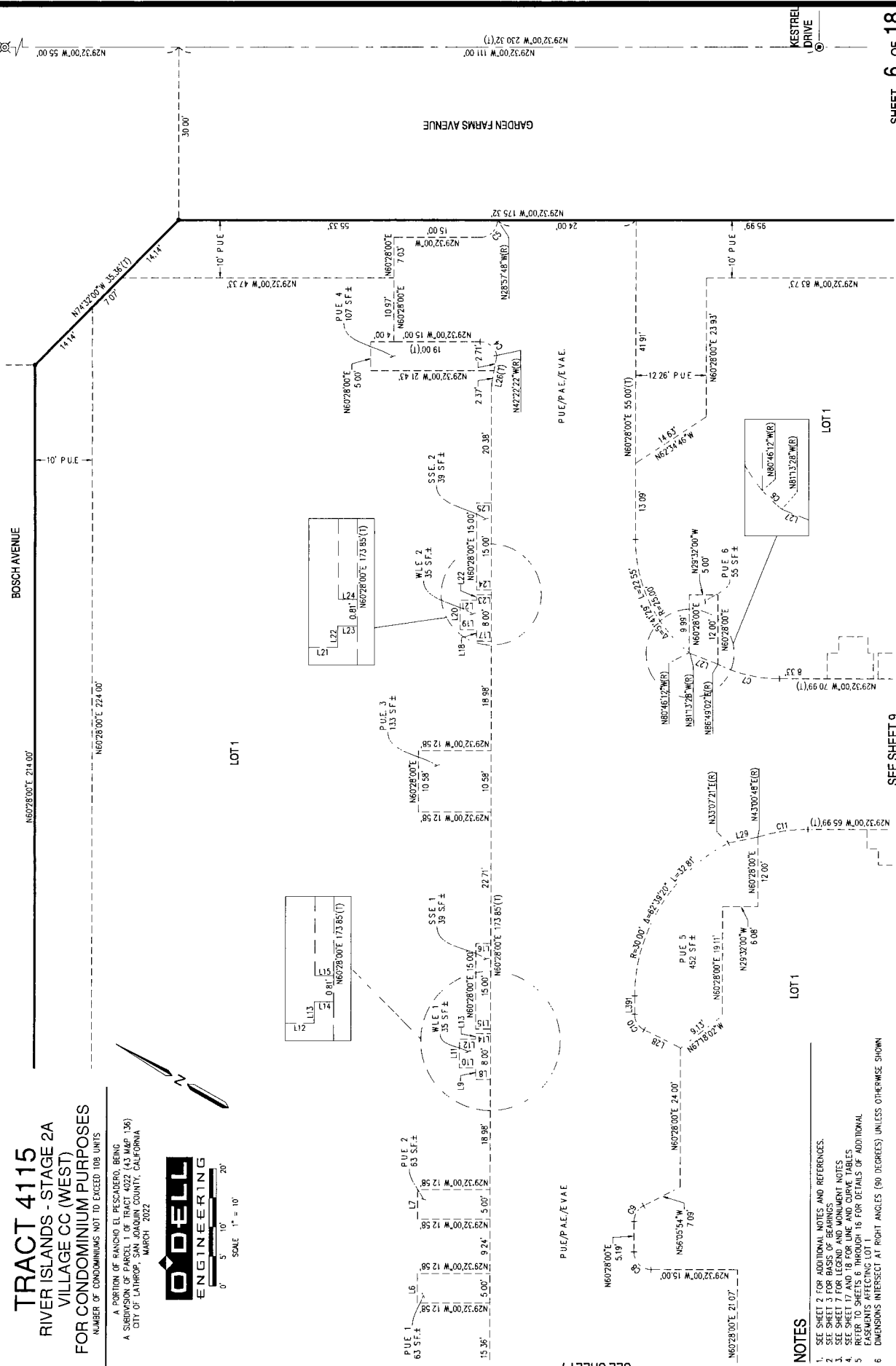


TRACT 4115
RIVER ISLANDS - STAGE 2A
VILLAGE CC (WEST)
FOR CONDOMINIUM PURPOSES
 NUMBER OF CONDOMINIUMS NOT TO EXCEED 108 UNITS

A PORTION OF ELSHOLZ, EL PESQUERO, BEING
 A SUBDIVISION OF PARCELS 14, 15, 16, 17, 18, 19, 20,
 CITY OF LAHORE, SAN JOAQUIN COUNTY, CALIFORNIA
 MARCH, 2022



SCALE 1" = 10'
 0' 5' 10' 20'



NOTES

1. SEE SHEET 2 FOR ADDITIONAL NOTES AND REFERENCES.
2. SEE SHEET 3 FOR BASIS OF BEARINGS AND DISTANCES.
3. SEE SHEET 4 FOR DIMENSIONS OF COMMON AREAS.
4. SEE SHEET 17 AND 18 FOR LINK AND CURVE TABLES.
5. REFER TO SHEETS 6 THROUGH 16 FOR DETAILS OF ADDITIONAL EASEMENTS AFFECTING LOT 1.
6. DIMENSIONS INTERSECT AT RIGHT ANGLES (90 DEGREES) UNLESS OTHERWISE SHOWN.

SEE SHEET 9

SHEET 6 OF 18

TRACT 4115

RIVER ISLANDS - STAGE 2A

VILLAGE CC (WEST)

FOR CONDOMINIUM PURPOSES

NUMBER OF CONDOMINIUMS NOT TO EXCEED 108 UNITS

A PORTION OF RANCHO EL PESCADEÑO, BEING
 A SUBDIVISION OF PARCEL 1 OF TRACT 4022 (43 MAP 136)
 CITY OF LAHOMA, SANGRA COUNTY, CALIFORNIA
 MARCH 2022

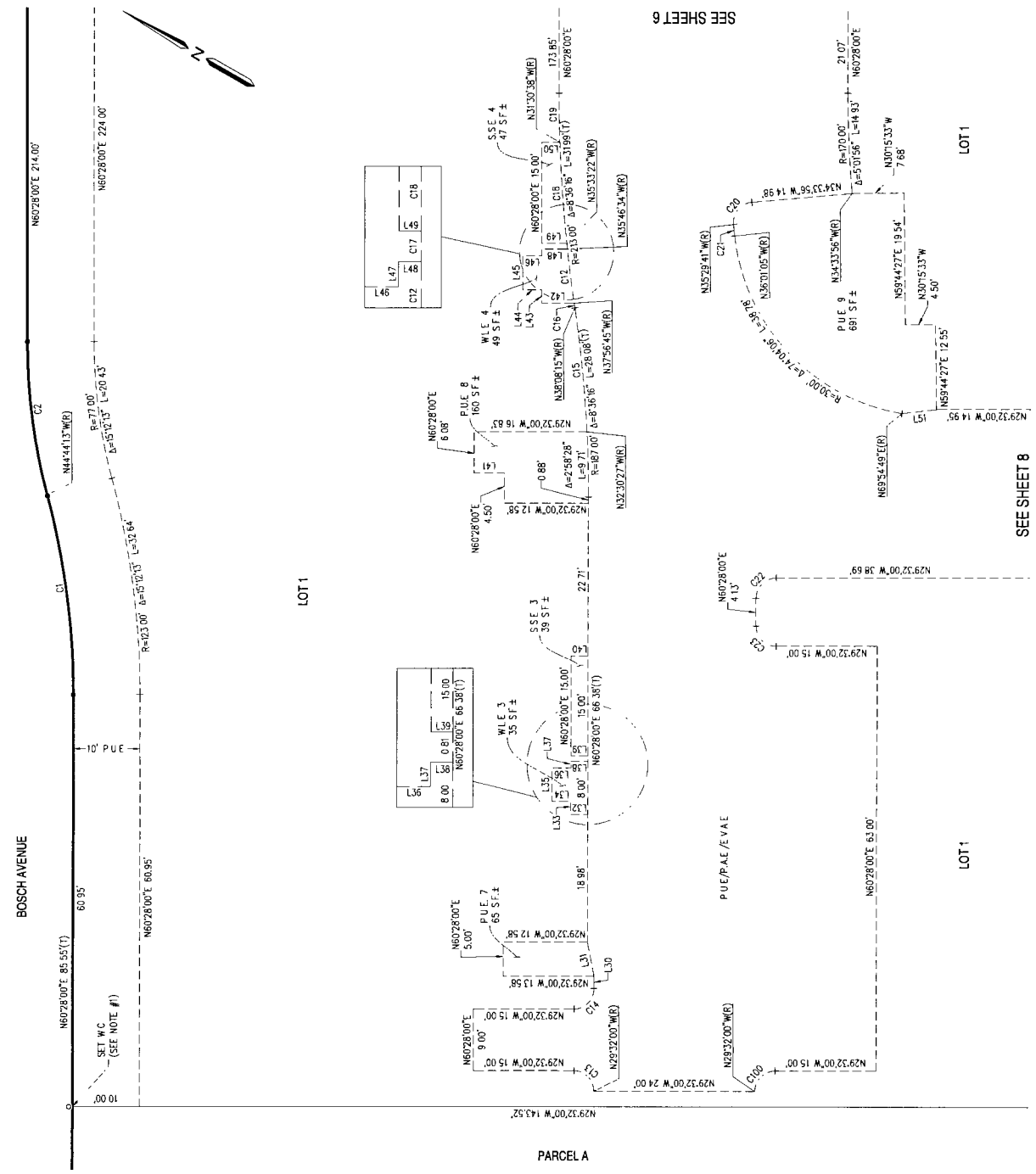


LEGEND

- ⊙ FOUND MONUMENT WELL STAMPED "PLS 7788" PER (R5)
- SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788", 3" W.C. ALONG PROPERTY LINE
- ⊗ FOUND MONUMENT PER (R2)
- ⊗ FOUND MONUMENT PER (R1)
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" TO BE SET PER (R1) & (R5)
- △ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R5)
- 200.00(R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2
- (M-W) MONUMENT TO MONUMENT
- (M-B) MONUMENT TO BOUNDARY
- (T) TOTAL
- (R) RADIAL
- E.V.A.E. EMERGENCY VEHICLE ACCESS EASEMENT
- P.A.E. PUBLIC ACCESS EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- S.S.E. SANITARY SEWER EASEMENT
- W.L.E. WATERLINE EASEMENT
- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY
- EASEMENT LINE
- MONUMENT LINE

NOTES

- 1 1 1/2" BRASS DISK STAMPED "PLS 7788" TO BE SET ON CONCRETE SIDE OF LOT LINES FOR AS NOTED -OF-WAT, ALONG PROLONGATION OF
- 2 SEE SHEET 2 FOR ADDITIONAL NOTES AND REFERENCES.
- 3 SEE SHEET 3 FOR BASIS OF BEARINGS
- 4 SEE SHEET 17 AND 18 FOR LINE AND CURVE TABLES
- 5 REFER TO SHEETS 6 THROUGH 16 FOR DETAILS OF ADDITIONAL EASEMENTS AFFECTING LOT 1
- 6 CURVE ANGLES ARE SHOWN AS RIGHT ANGLES (90 DEGREES) UNLESS OTHERWISE SHOWN



SEE SHEET 6

SEE SHEET 8

TRACT 4115
RIVER ISLANDS - STAGE 2A
VILLAGE CC (WEST)
FOR CONDOMINIUM PURPOSES
 NUMBER OF CONDOMINIUMS NOT TO EXCEED 108 UNITS

A PORTION OF RANCHO EL PESCADERO, BEING
 A SUBDIVISION OF PARCEL 1 OF TRACT 4027 (43 MAP 136)
 CITY OF LAHROP, SAN JOAQUIN COUNTY, CALIFORNIA
 MAP 031 2022



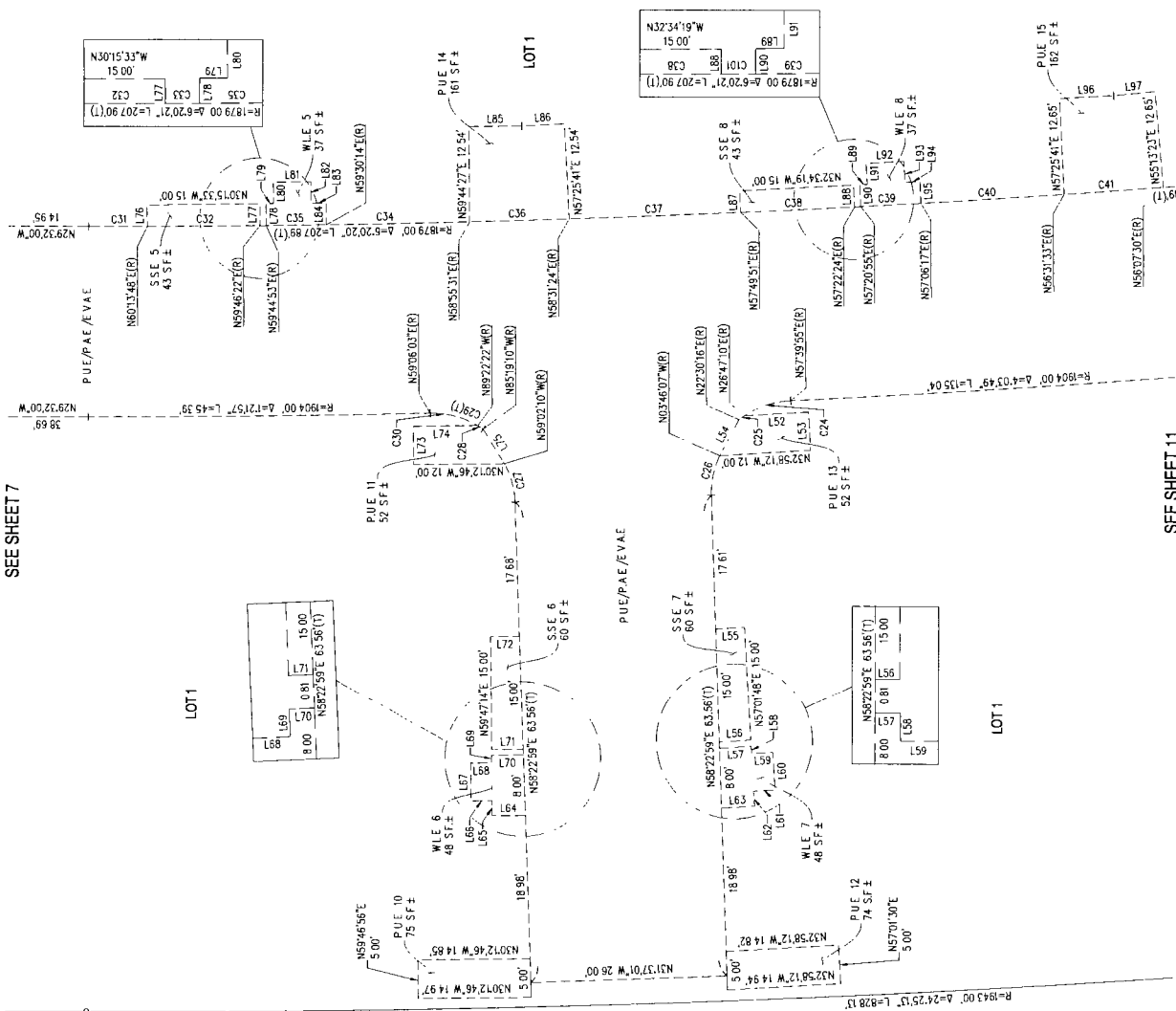
SCALE 1" = 10'

LEGEND

- ⊙ FOUND MONUMENT WELL STAMPED "PLS 7788" PER (R5)
- SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788", 3" W.C. ALONG PROPERTY LINE
- ⊗ FOUND MONUMENT PER (R2)
- ⊗ FOUND MONUMENT PER (R1)
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" TO BE SET PER (R1) & (R5)
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R5)
- 200.00'(R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2
- (M-W) MONUMENT TO MONUMENT
- (M-B) MONUMENT TO BOUNDARY
- (T) TOTAL
- (R) RADIAL
- (E) E.V.A.E. EMERGENCY VEHICLE ACCESS EASEMENT
- (P.A.E) PUBLIC ACCESS EASEMENT
- (P.U.E) PUBLIC UTILITY EASEMENT
- (S.S.E) SANITARY SEWER EASEMENT
- (W.L.E) WATERLINE EASEMENT
- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY
- EASEMENT LINE
- MONUMENT LINE

NOTES

1. SEE SHEET 2 FOR ADDITIONAL NOTES AND REFERENCES
2. SEE SHEET 7 FOR BASIS OF BEARINGS.
3. SEE SHEET 7 FOR BASIS OF DISTANCES.
4. REFER TO SHEETS 6 THROUGH 16 FOR DETAILS OF ADDITIONAL EASEMENTS AFFECTING LOT 1
5. DIMENSIONS INTERSECT AT RIGHT ANGLES (90 DEGREES) UNLESS OTHERWISE SHOWN



SEE SHEET 9

SEE SHEET 7

SEE SHEET 11

PARCEL A

TRACT 4115
RIVER ISLANDS - STAGE 2A
VILLAGE CC (WEST)
FOR CONDOMINIUM PURPOSES
 NUMBER OF CONDOMINIUMS NOT TO EXCEED 108 UNITS

A PORTION OF RANCHO EL PESCADERO, BEING
 A SUBDIVISION OF PARCEL 1 OF TRACT 4022 (43 MAP 136)
 SACRAMENTO COUNTY, CALIFORNIA
 MAP CP 2022

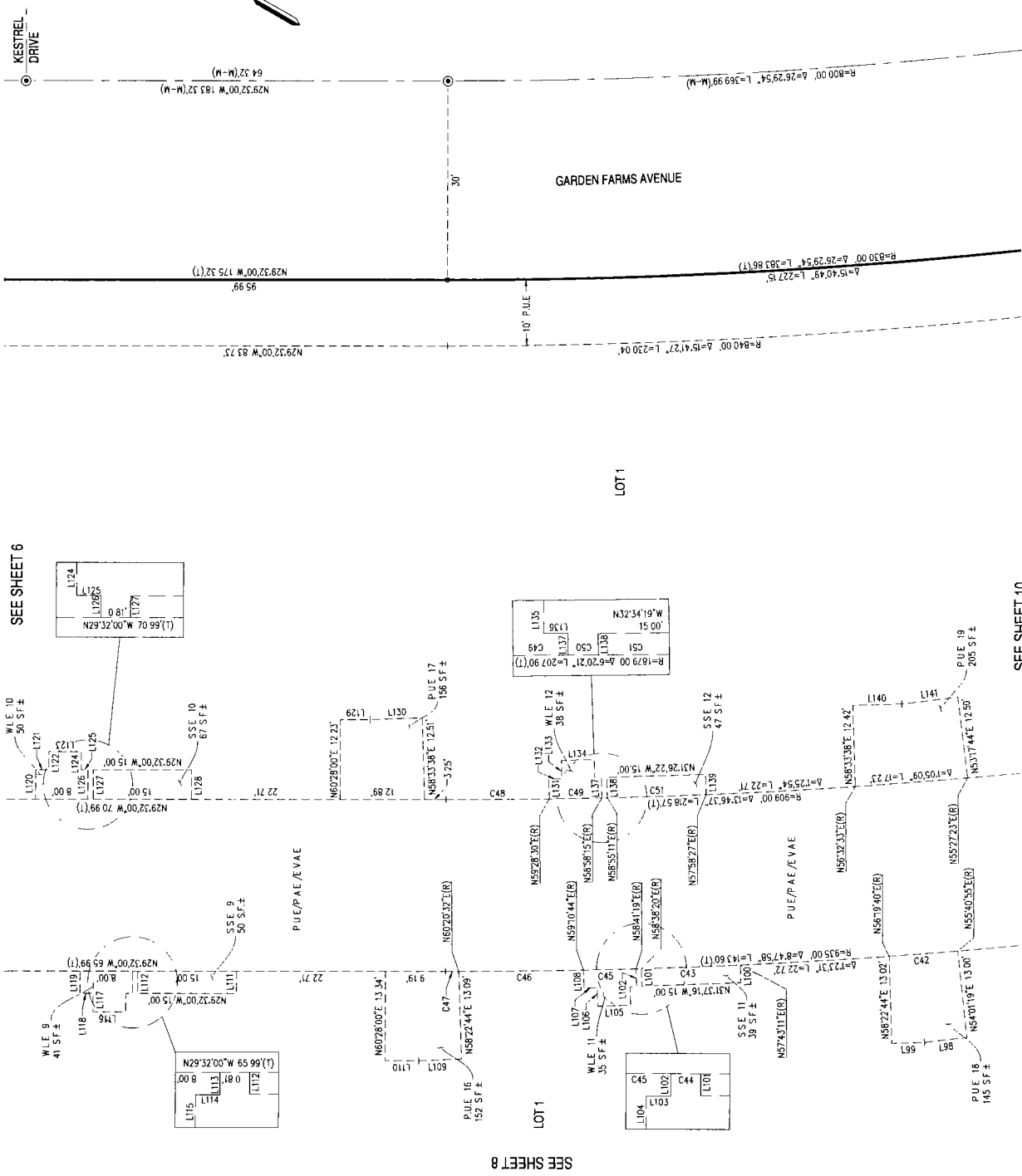


LEGEND

- ⊙ FOUND MONUMENT WELL STAMPED "PLS 7788" PER (RS)
- SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788", 3" W.C. ALONG PROPERTY LINE
- ⊗ FOUND MONUMENT PER (R2)
- ⊘ FOUND MONUMENT PER (R1)
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" TO BE SET PER (R1) & (RS)
- △ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (RS)
- 200.00'(R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2
- (M-M) MONUMENT TO MONUMENT
- (M-B) MONUMENT TO BOUNDARY
- (T) TOTAL
- (R) RADIAL
- EVAE EMERGENCY VEHICLE ACCESS EASEMENT
- PAE PUBLIC ACCESS EASEMENT
- PUU PUBLIC UTILITY EASEMENT
- SSE SANITARY SEWER EASEMENT
- WLE WATERLINE EASEMENT
- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY
- EASEMENT LINE
- MONUMENT LINE

NOTES

1. SEE SHEET 2 FOR ADDITIONAL NOTES AND REFERENCES
2. SEE SHEET 16 FOR ADDITIONAL NOTES AND REFERENCES
3. SEE SHEET 17 AND 18 FOR LINK AND CURVE TABLES
4. REFER TO SHEETS 6 THROUGH 16 FOR DETAILS OF ADDITIONAL EASEMENTS AFFECTING LOT 1
5. DIMENSIONS INTERSECT AT RIGHT ANGLES (90 DEGREES) UNLESS OTHERWISE SHOWN.



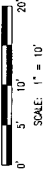
SEE SHEET 6

SEE SHEET 8

SEE SHEET 10

TRACT 4115
RIVER ISLANDS - STAGE 2A
VILLAGE CC (WEST)
FOR CONDOMINIUM PURPOSES
 NUMBER OF CONDOMINIUMS NOT TO EXCEED 108 UNITS

A PORTION OF RANCHO EL PESCADERO, BEING
 A SUBDIVISION OF PARCEL 4022, TRACT 4022 (S3 M&P 136)
 CITY OF LAHORE, SAN JOAQUIN COUNTY, CALIFORNIA
 MARCH 2022



LEGEND

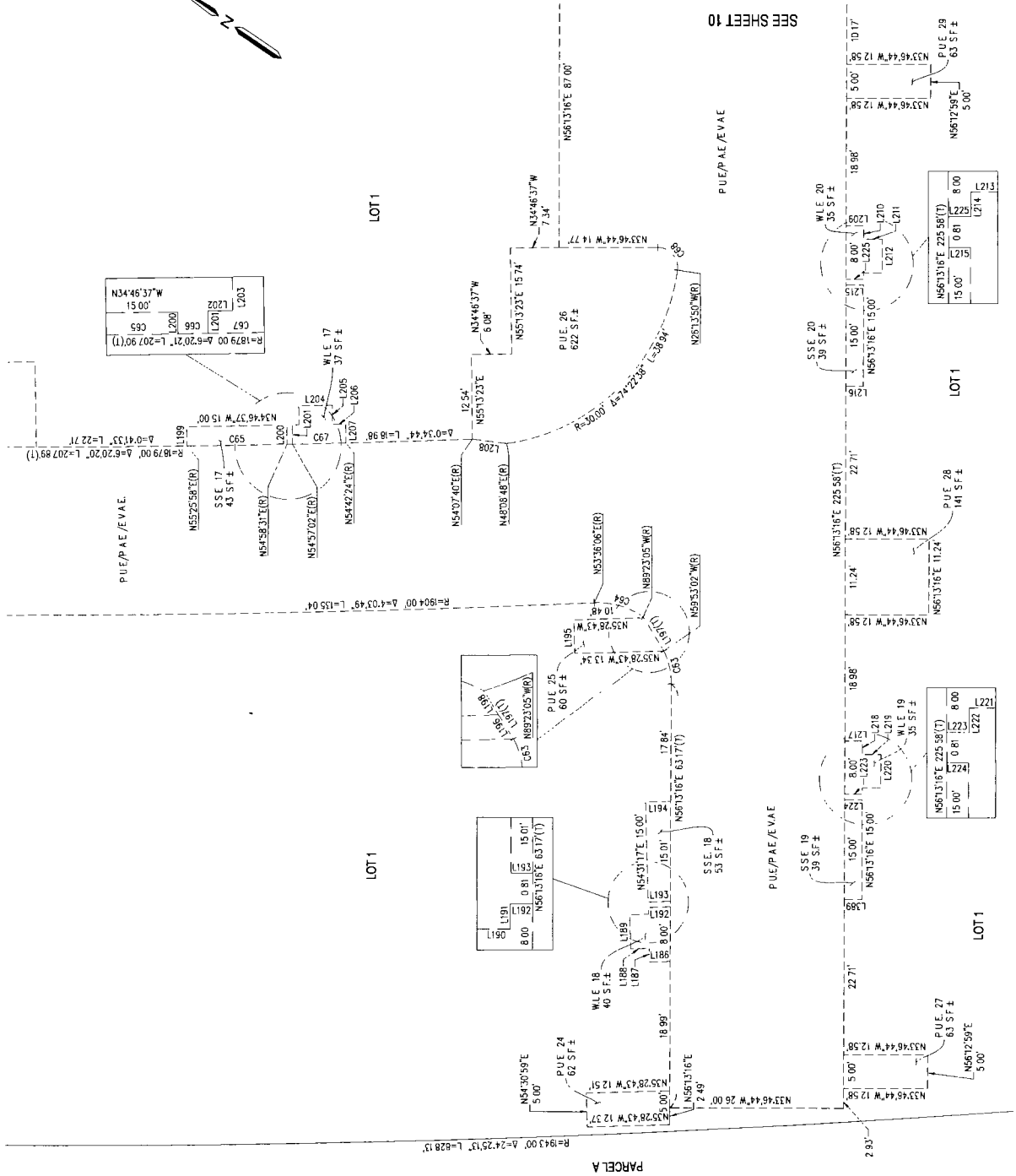
- ⊙ FOUND MONUMENT WELL STAMPED "PLS 7788" PER (R5)
- SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788", 3" WC ALONG PROPERTY LINE
- ⊗ FOUND MONUMENT PER (R2)
- ⊗ FOUND MONUMENT PER (R1)
- △ FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" TO BE SET PER (R1) & (R5)
- ▲ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R5)
- 200.00'(R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2
- (M-W) MONUMENT TO MONUMENT
- (M-B) MONUMENT TO BOUNDARY
- (T) TOTAL
- (R) RADIAL
- EVAE EMERGENCY VEHICLE ACCESS EASEMENT
- P.A.E. PUBLIC ACCESS EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- S.S.E. SANITARY SEWER EASEMENT
- W.L.E. WATERLINE EASEMENT
- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY
- EASEMENT LINE
- MONUMENT LINE

NOTES

1. SEE SHEET 2 FOR ADDITIONAL NOTES AND REFERENCES
2. SEE SHEET 3 FOR BASIS OF BEARINGS
3. SEE SHEET 17 AND 18 FOR LINE AND CURVE TABLES
4. REFER TO SHEETS 6 THROUGH 16 FOR DETAILS OF ADDITIONAL EASEMENTS AFFECTING LOT 1.
5. DIMENSIONS INTERSECT AT RIGHT ANGLES (90 DEGREES) UNLESS OTHERWISE SHOWN

SEE SHEET 8

SEE SHEET 10



TRACT 4115
RIVER ISLANDS - STAGE 2A
VILLAGE CC (WEST)
FOR CONDOMINIUM PURPOSES
 NUMBER OF CONDOMINIUMS NOT TO EXCEED 108 UNITS

A PORTION OF RANCHO EL PESADERO, BEING
 MAP 427 (43 PAGES)
 A SUBDIVISION OF THE CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
 MARCH 2022

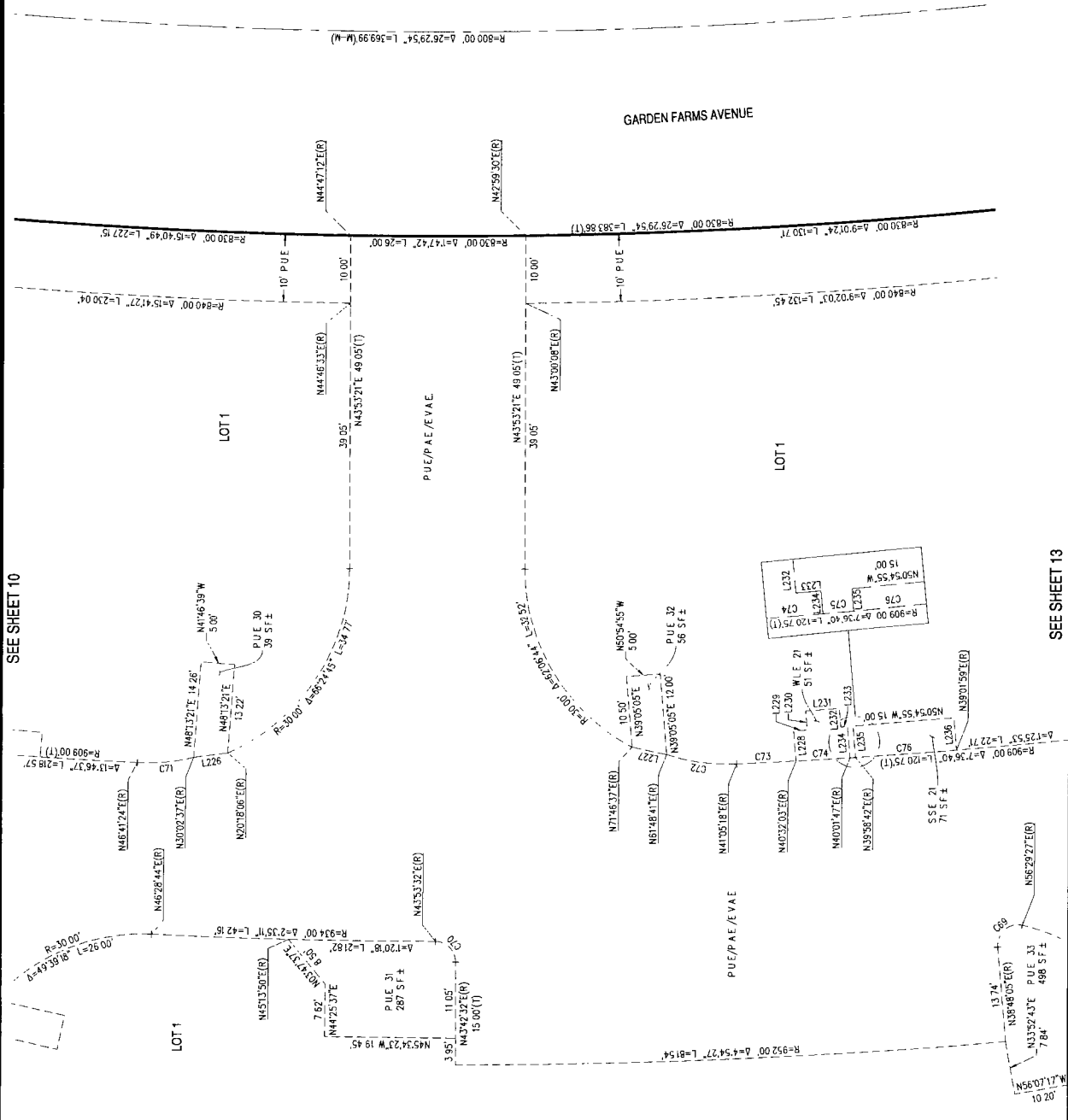


LEGEND

- ⊙ FOUND MONUMENT WELL STAMPED "PLS 7788" PER (R5)
- SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788", 3" W.C. ALONG PROPERTY LINE
- ⊗ FOUND MONUMENT PER (R2)
- ⊗ FOUND MONUMENT PER (R1)
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" TO BE SET PER (R1) & (R5)
- △ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R5)
- 200.00/(R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) DEDOTES REFERENCE (R1)- SEE REFERENCE LIST ON SHEET 2
- (M-W) MONUMENT TO MONUMENT
- (M-B) MONUMENT TO BOUNDARY
- (T) TOTAL
- (R) RADIAL
- E.V.A.E. EMERGENCY VEHICLE ACCESS EASEMENT
- P.A.E. PUBLIC ACCESS EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- S.S.E. SANITARY SEWER EASEMENT
- W.L.E. WATERLINE EASEMENT
- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY
- EASEMENT LINE
- MONUMENT LINE

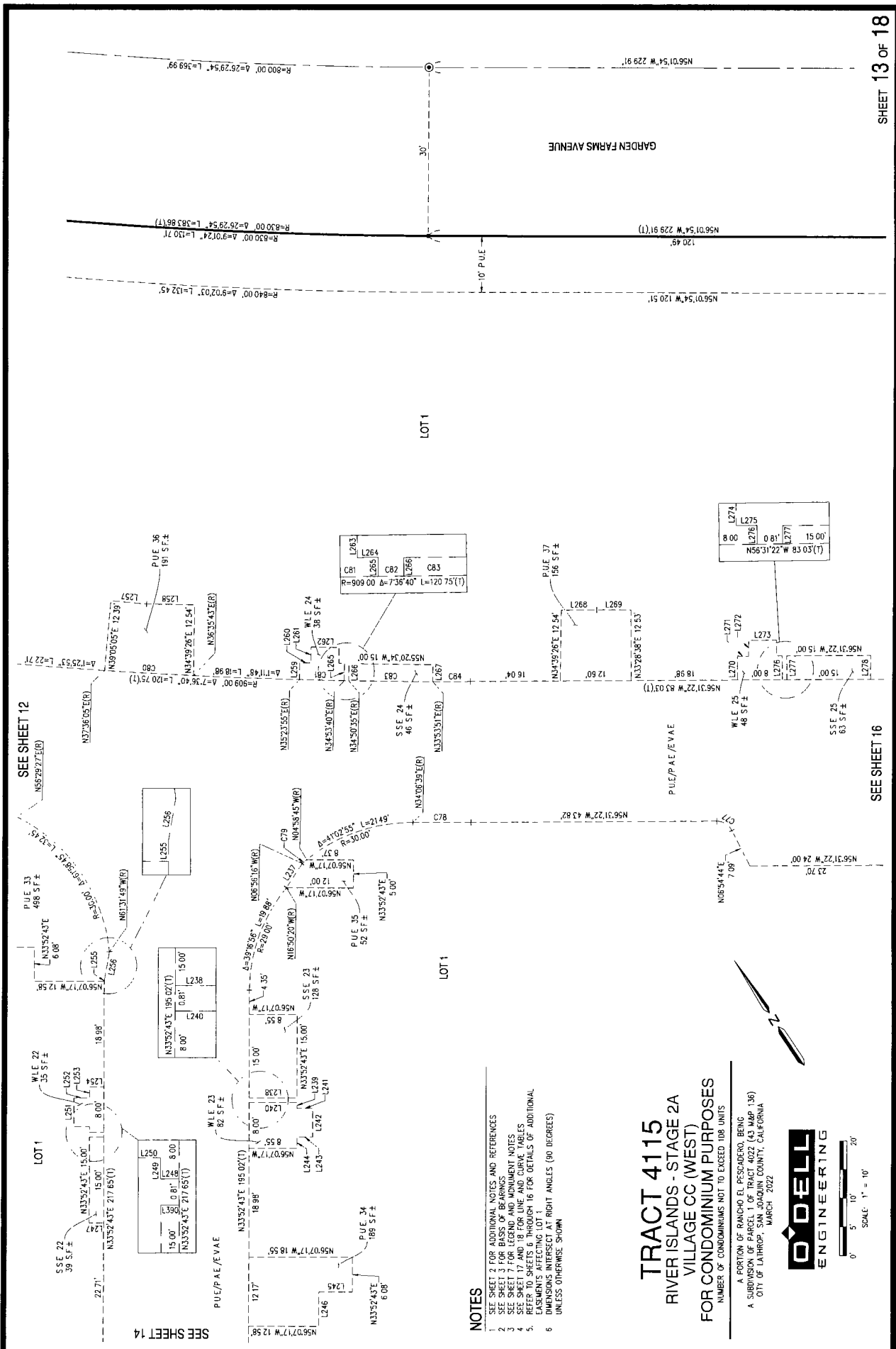
NOTES

1. SEE SHEET 2 FOR ADDITIONAL NOTES AND REFERENCES
2. SEE SHEET 3 FOR BASIS OF BEARINGS
3. SEE SHEET 17 AND 18 FOR LINE AND CURVE TABLES
4. REFER TO SHEETS 6 THROUGH 16 FOR DETAILS OF ADDITIONAL EASEMENTS AFFECTING LOT 1.
5. UNLESS OTHERWISE SHOWN, IMPASSONS SUBJECT AT RIGHT ANGLES (90 DEGREES)



SEE SHEET 10

SEE SHEET 13

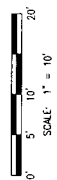


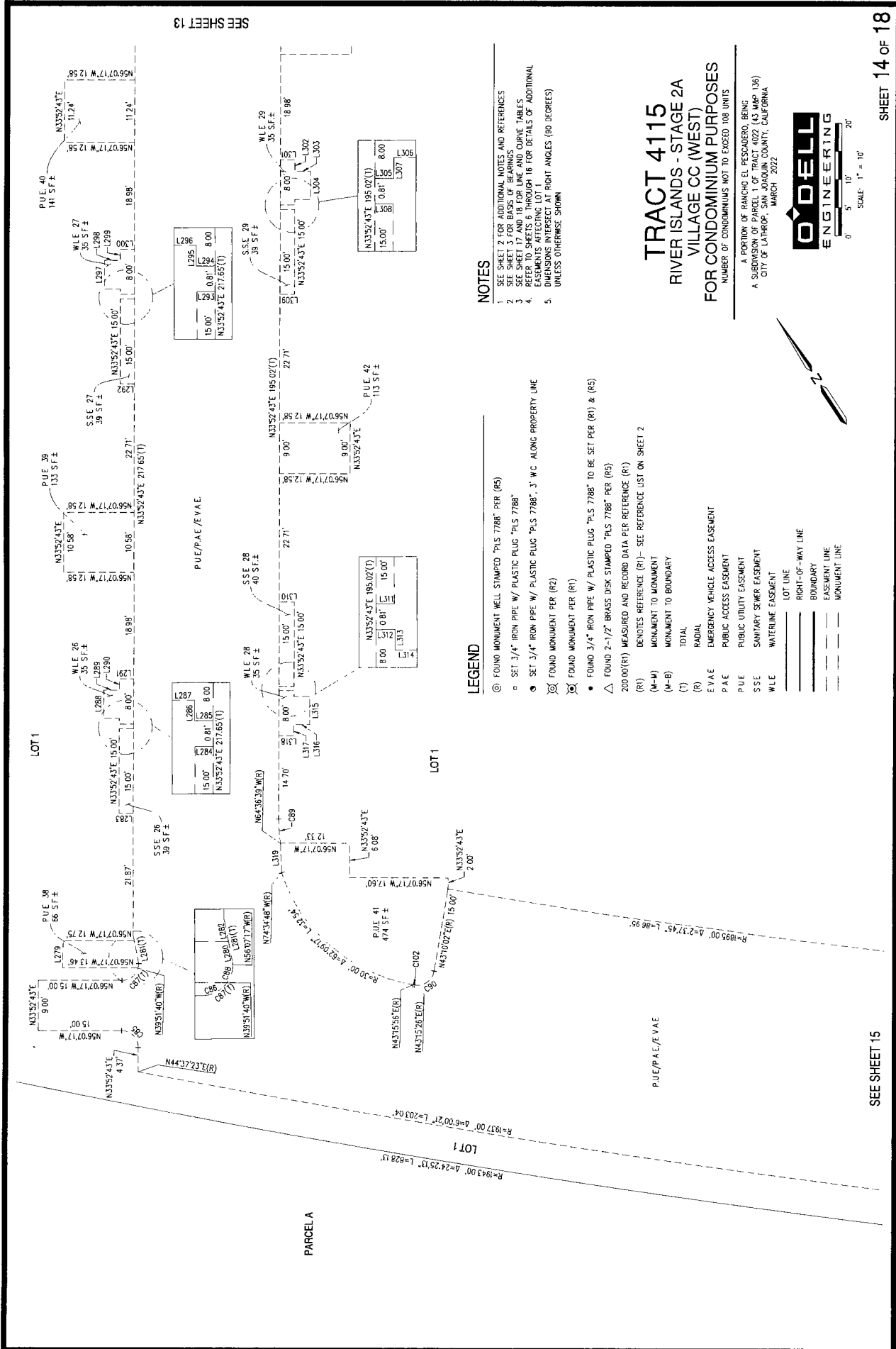
NOTES

1. SEE SHEET 2 FOR ADDITIONAL NOTES AND REFERENCES
2. SEE SHEET 3 FOR BASIS OF BEARINGS
3. SEE SHEET 4 FOR LEGEND AND MONUMENT NOTES
4. SEE SHEET 7 FOR LEGEND AND MONUMENT NOTES
5. REFER TO SHEETS 6 THROUGH 16 FOR DETAILS OF ADDITIONAL CASPER'S INTERLOCK LOT
6. CASPER'S INTERLOCK LOT RIGHT ANGLES (90 DEGREES) UNLESS OTHERWISE SHOWN

TRACT 4115
RIVER ISLANDS - STAGE 2A
VILLAGE CC (WEST)
FOR CONDOMINIUM PURPOSES
 NUMBER OF CONDOMINIUMS NOT TO EXCEED 108 UNITS

A PORTION OF RANCHO EL PESCADERO, BEING
 COUNTY OF SAN DIEGO, STATE OF CALIFORNIA
 CITY OF LAHOLTA, SAN JOAQUIN COUNTY, CALIFORNIA
 MARCH 2022





SEE SHEET 13

SEE SHEET 15

NOTES

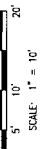
1. SEE SHEET 2 FOR ADDITIONAL NOTES AND REFERENCES
2. SEE SHEET 3 FOR BASIS OF BEARINGS
3. SEE SHEET 17 AND 18 FOR LINE AND CURVE TABLES
4. REFER TO SHEETS 6 THROUGH 16 FOR DETAILS OF ADDITIONAL CONDOMINIUM UNITS
5. DIMENSIONS INTERSECT AT RIGHT ANGLES (90 DEGREES) UNLESS OTHERWISE SHOWN

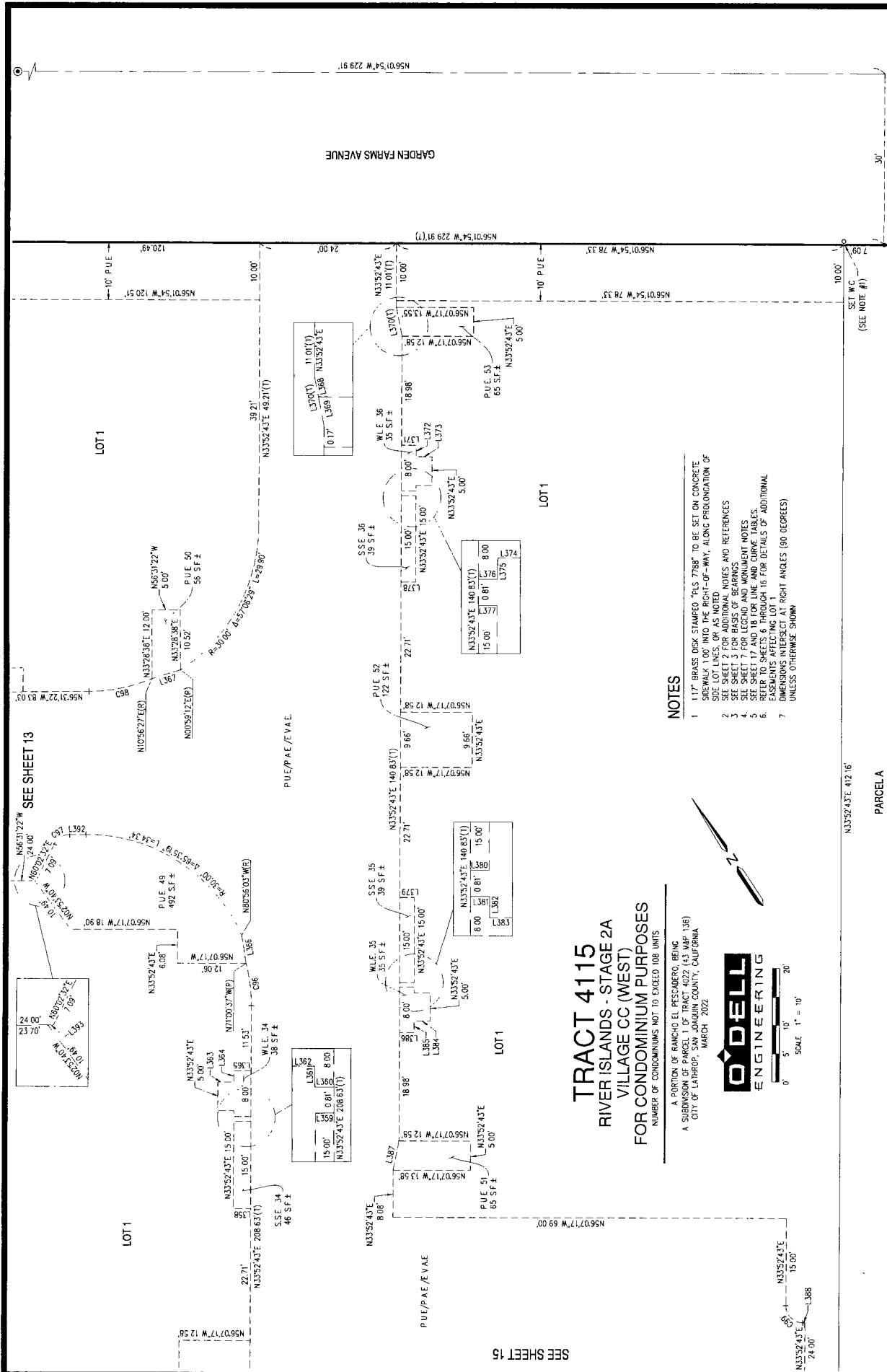
LEGEND

- ⊙ FOUND MONUMENT WELL STAMPED "PLS 7788" PER (R5)
 - SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
 - SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788", 3" W.C. ALONG PROPERTY LINE
- ⊗ FOUND MONUMENT PER (R2)
- ⊘ FOUND MONUMENT PER (R1)
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" TO BE SET PER (R1) & (R5)
- △ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R5)
- 200.00'(R) MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2
- (M-W) MONUMENT TO MONUMENT
- (M-B) MONUMENT TO BOUNDARY
- (T) TOTAL
- (R) RADIAL
- E.V.A.E. EMERGENCY VEHICLE ACCESS EASEMENT
- P.A.E. PUBLIC ACCESS EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- S.S.E. SANITARY SEWER EASEMENT
- W.L.E. WATERLINE EASEMENT

**TRACT 4115
RIVER ISLANDS - STAGE 2A
VILLAGE CC (WEST)
FOR CONDOMINIUM PURPOSES**

NUMBER OF CONDOMINIUMS NOT TO EXCEED 108 UNITS
A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 1 OF TRACT 4022 (43 MAP 136)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
MARCH 2022





- NOTES**
1. 11" BRASS DISK STAMPED "OLS 7788" TO BE SET ON CONCRETE SIDEWALK INTO THE RIGHT-OF-WAY, ALONG PROLONGATION OF SIDE LOT LINES, OR AS NOTED.
 2. SEE SHEET 2 FOR ADDITIONAL NOTES AND REFERENCES.
 3. SEE SHEET 3 FOR BASIS OF BEARINGS.
 4. SEE SHEET 7 FOR LEGEND AND MONUMENT NOTES.
 5. SEE SHEET 17 AND 18 FOR LINE AND CURVE TABLES.
 6. SEE SHEET 19 FOR DETAILS OF ADDITIONAL EASEMENTS AFFECTING LOT 16.
 7. DIMENSIONS INTERSECT AT RIGHT ANGLES (90 DEGREES) UNLESS OTHERWISE SHOWN.

**TRACT 4115
RIVER ISLANDS - STAGE 2A
VILLAGE CC (WEST)
FOR CONDOMINIUM PURPOSES**
NUMBER OF CONDOMINIUMS NOT TO EXCEED 108 UNITS

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 1 OF TRACT 4022 (43 MBP 136)
CITY OF LA BREA, SAN DIEGO COUNTY, CALIFORNIA
MARCH 2022



SCALE 1" = 10'
0' 5' 10' 20'

SEE SHEET 15

PARCEL A

(SEE NOTE #1)

TRACT 4115
RIVER ISLANDS - STAGE 2A
VILLAGE CC (WEST)
FOR CONDOMINIUM PURPOSES
 NUMBER OF CONDOMINIUMS NOT TO EXCEED 108 UNITS

A PORTION OF RANCHO EL PESQUERO, BEING
 SUBDIVISION MAP NO. 4022 (4) M&P (18)
 CITY OF LAKELAND, SAN JOAQUIN COUNTY, CALIFORNIA
 MARCH 2022



LINE TABLES FOR COURSES SHOWN ON SHEETS 5 THROUGH 16 UNITS

LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE					
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH			
L1	S1528.00"W	42.43'	L71	N2932.00"W	2.80'	L81	S3015.15"E	5.00'	L101	N5822.44"W	2.80'	L281	S2234.08"W	5.10'	L361	S3258.12"E	2.80'	L641	N2932.00"W	2.80'	L921	N5513.23"E	2.80'
L2	S6028.00"W	24.60'	L72	S6028.00"W	2.80'	L82	S5942.27"E	2.80'	L102	S5922.44"W	2.80'	L282	S2234.08"W	5.10'	L362	S3258.12"E	2.80'	L642	S6028.00"W	2.80'	L922	N5513.23"E	2.80'
L3	N7432.00"W	35.36'	L73	N2932.00"W	2.58'	L83	S3015.15"E	2.80'	L103	N3137.16"W	1.00'	L283	S5607.17"E	2.80'	L363	S3352.43"E	2.80'	L643	S6028.00"W	2.58'	L923	N5513.23"E	2.80'
L4	S5601.54"E	7.09'	L74	S2932.00"E	2.58'	L84	S5942.27"E	2.80'	L104	S5822.44"W	2.80'	L284	N5607.17"E	2.80'	L364	S3352.43"E	2.80'	L644	S6028.00"W	2.58'	L924	N5513.23"E	2.80'
L5	N7950.07"E	43.13'	L75	N2932.00"W	2.58'	L85	N3015.33"W	7.03'	L105	N3137.16"W	5.00'	L285	N5607.17"E	2.80'	L365	S3352.43"E	2.80'	L645	S6028.00"W	2.58'	L925	N5513.23"E	2.80'
L6	N6028.00"E	5.00'	L76	S7036.52"W	5.00'	L86	N3234.19"W	5.65'	L106	N5822.44"E	2.80'	L286	N5607.17"E	2.80'	L366	S3352.43"E	2.80'	L646	S6028.00"W	5.00'	L926	N5513.23"E	2.80'
L7	S6028.00"E	5.00'	L77	N0813.47"W	5.00'	L87	S5725.41"E	2.84'	L107	N3137.16"W	2.80'	L287	S6028.00"E	4.49'	L367	S3352.43"E	2.80'	L647	S6028.00"W	5.00'	L927	N5513.23"E	2.80'
L8	S2932.00"E	2.58'	L78	N0236.06"W	7.09'	L88	N5725.41"E	2.88'	L108	N5822.44"E	2.80'	L288	N5607.17"E	2.80'	L368	S3352.43"E	2.80'	L648	S6028.00"W	2.58'	L928	N5513.23"E	2.80'
L9	S6028.00"W	2.00'	L79	S4035.98"E	5.18'	L89	S3234.19"E	1.00'	L109	N3147.47"W	6.54'	L289	N5607.17"E	2.80'	L369	S3352.43"E	2.80'	L649	S6028.00"W	2.00'	L929	N5513.23"E	2.80'
L10	S2932.00"E	2.80'	L80	S6028.00"W	1.75'	L90	N5725.41"E	2.88'	L110	N2932.00"W	5.16'	L290	N5607.17"E	2.80'	L370	S3352.43"E	2.80'	L650	S6028.00"W	1.75'	L930	N5513.23"E	2.80'
L11	S6028.00"W	5.00'	L81	S4909.25"W	5.10'	L91	N5725.41"E	2.80'	L111	N6028.00"E	3.34'	L291	N5607.17"E	2.80'	L371	S3352.43"E	2.80'	L651	S6028.00"W	5.00'	L931	N5513.23"E	2.80'
L12	N2932.00"W	2.80'	L82	N2932.00"W	3.85'	L92	S3234.19"E	5.00'	L112	S6028.00"W	3.34'	L292	N5607.17"E	2.80'	L372	S3352.43"E	2.80'	L652	N2932.00"W	2.80'	L932	N5513.23"E	2.80'
L13	N2932.00"W	2.80'	L83	N2932.00"W	3.76'	L93	S3234.19"E	5.00'	L113	S6028.00"W	3.34'	L293	N5607.17"E	2.80'	L373	S3352.43"E	2.80'	L653	N2932.00"W	2.80'	L933	N5513.23"E	2.80'
L14	N2932.00"W	2.58'	L84	N8848.53"E	5.92'	L94	S3234.19"E	2.00'	L114	N2932.00"W	1.00'	L294	N5607.17"E	2.80'	L374	S3352.43"E	2.80'	L654	N2932.00"W	2.58'	L934	N5513.23"E	2.80'
L15	S2932.00"E	2.58'	L85	N3234.19"W	3.81'	L95	S5725.41"E	2.85'	L115	S6028.00"W	2.80'	L295	N5607.17"E	2.80'	L375	S3352.43"E	2.80'	L655	S2932.00"E	2.58'	L935	N5513.23"E	2.80'
L16	N2932.00"E	2.58'	L86	S3234.19"W	4.17'	L96	N3234.19"W	7.14'	L116	N2932.00"W	5.00'	L296	N5607.17"E	2.80'	L376	S3352.43"E	2.80'	L656	N2932.00"E	2.58'	L936	N5513.23"E	2.80'
L17	S2932.00"E	2.58'	L87	S3234.19"W	4.17'	L97	N3506.16"W	5.51'	L117	N6028.00"E	2.80'	L297	N5607.17"E	2.80'	L377	S3352.43"E	2.80'	L657	S2932.00"E	2.58'	L937	N5513.23"E	2.80'
L18	S6028.00"W	2.00'	L88	S5701.46"W	1.00'	L98	N3506.16"W	5.51'	L118	N2932.00"W	2.00'	L298	N5607.17"E	2.80'	L378	S3352.43"E	2.80'	L658	S6028.00"W	2.00'	L938	N5513.23"E	2.80'
L19	S2932.00"E	2.80'	L89	S3234.19"E	2.80'	L99	N3371.16"W	5.00'	L119	N6028.00"E	3.34'	L299	N5607.17"E	2.80'	L379	S3352.43"E	2.80'	L659	S2932.00"E	2.80'	L939	N5513.23"E	2.80'
L20	S6028.00"W	5.00'	L90	S5701.46"W	5.00'	L100	N6822.44"E	2.65'	L120	S6028.00"W	4.49'	L300	S607.17"E	2.80'	L380	S3352.43"E	2.80'	L660	S6028.00"W	5.00'	L940	N5513.23"E	2.80'

LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE					
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH			
L161	S5401.19"W	2.80'	L201	N6513.23"E	2.86'	L241	S5607.17"E	2.80'	L281	S2234.08"W	5.10'	L321	N5607.17"E	2.80'	L361	S3352.43"E	2.80'	L401	N5607.17"E	2.80'	L441	N5607.17"E	2.80'
L162	N3558.41"W	5.00'	L202	N4146.39"W	1.00'	L242	S3352.43"W	5.00'	L282	S2234.08"W	5.10'	L322	N5607.17"E	2.80'	L362	S3352.43"E	2.80'	L402	N5607.17"E	2.80'	L442	N5607.17"E	2.80'
L163	N5401.19"E	2.80'	L203	N6513.23"E	2.80'	L243	N5607.17"E	2.80'	L283	S5607.17"E	2.80'	L323	N5607.17"E	2.80'	L363	S3352.43"E	2.80'	L403	N5607.17"E	2.80'	L443	N5607.17"E	2.80'
L164	N3558.41"W	2.00'	L204	S3446.37"E	5.00'	L244	S3352.43"W	2.00'	L284	N5607.17"E	2.80'	L324	N5607.17"E	2.80'	L364	S3352.43"E	2.80'	L404	N5607.17"E	2.80'	L444	N5607.17"E	2.80'
L165	N5401.19"E	2.64'	L205	S5513.23"W	2.80'	L245	S5607.17"E	5.97'	L285	N5607.17"E	2.80'	L325	N5607.17"E	2.80'	L365	S3352.43"E	2.80'	L405	N5607.17"E	2.80'	L445	N5607.17"E	2.80'
L166	S5371.44"W	3.07'	L206	S3446.37"E	2.00'	L246	N3352.43"E	6.08'	L286	S3439.26"E	3.05'	L326	N5607.17"E	2.80'	L366	S3352.43"E	2.80'	L406	N5607.17"E	2.80'	L446	N5607.17"E	2.80'
L167	N3542.16"W	2.00'	L207	S5513.23"W	2.81'	L247	S5607.17"E	2.58'	L287	N3439.26"E	2.98'	L327	N5607.17"E	2.80'	L367	S3352.43"E	2.80'	L407	N5607.17"E	2.80'	L447	N5607.17"E	2.80'
L168	S5371.44"W	2.80'	L208	N2615.19"W	5.18'	L248	N5607.17"E	2.58'	L288	N5631.22"W	6.26'	L328	N5607.17"E	2.80'	L368	S3352.43"E	2.80'	L408	N5607.17"E	2.80'	L448	N5607.17"E	2.80'
L169	N3642.16"W	5.00'	L209	N3346.44"W	2.58'	L249	N3352.43"E	1.00'	L289	N5631.22"W	6.08'	L329	N5607.17"E	2.80'	L369	S3352.43"E	2.80'	L409	N5607.17"E	2.80'	L449	N5607.17"E	2.80'
L170	N5371.44"E	2.80'	L210	N6513.16"E	2.00'	L250	N6507.17"E	2.80'	L290	N5631.22"W	6.26'	L330	N5607.17"E	2.80'	L370	S3352.43"E	2.80'	L410	N5607.17"E	2.80'	L450	N5607.17"E	2.80'
L171	N3542.16"W	1.00'	L211	N3346.44"W	2.80'	L251	N6507.17"E	5.00'	L291	N5631.22"W	6.26'	L331	N5607.17"E	2.80'	L371	S3352.43"E	2.80'	L411	N5607.17"E	2.80'	L451	N5607.17"E	2.80'
L172	N5371.44"E	3.12'	L212	N6513.16"E	5.00'	L252	S5607.17"E	2.80'	L292	N5631.22"W	6.26'	L332	N5607.17"E	2.80'	L372	S3352.43"E	2.80'	L412	N5607.17"E	2.80'	L452	N5607.17"E	2.80'
L173	S5371.44"E	3.12'	L213	N3346.44"E	2.80'	L253	N6507.17"E	2.80'	L293	N5631.22"W	6.26'	L333	N5607.17"E	2.80'	L373	S3352.43"E	2.80'	L413	N5607.17"E	2.80'	L453	N5607.17"E	2.80'
L174	N5371.44"E	3.10'	L214	N6513.16"E	1.00'	L254	S5607.17"E	2.80'	L294	N5631.22"W	6.26'	L334	N5607.17"E	2.80'	L374	S3352.43"E	2.80'	L414	N5607.17"E	2.80'	L454	N5607.17"E	2.80'
L175	N3642.16"W	6.71'	L215	N3346.44"W	2.58'	L255	N6507.17"E	2.80'	L295	N5631.22"W	6.26'	L335	N5607.17"E	2.80'	L375	S3352.43"E	2.80'	L415	N5607.17"E	2.80'	L455	N5607.17"E	2.80'
L176	N4146.39"W	8.51'	L216	N3346.44"E	2.58'	L256	S4330.03"W	5.17'	L296	N5631.22"W	6.26'	L336	N5607.17"E	2.80'	L376	S3352.43"E	2.80'	L416	N5607.17"E	2.80'	L456	N5607.17"E	2.80'
L177	S4813.21"W	3.66'	L217	N6513.16"E	2.80'	L257	N5054.55"W	6.41'	L297	N5631.22"W	6.26'	L337	N5607.17"E	2.80'	L377	S3352.43"E	2.80'	L417	N5607.17"E	2.80'	L457	N5607.17"E	2.80'
L178	N4146.39"W	2.00'	L218	N6513.16"E	8.55'	L258	N5054.55"W	6.41'	L298	N5631.22"W	6.26'	L338	N5607.17"E	2.80'	L378	S3352.43"E	2.80'	L418	N5607.17"E	2.80'	L458	N5607.17"E	2.80'
L179	S4813.21"W	2.80'	L219	N3346.44"W	2.80'	L259	S3439.26"E	2.98'	L299	N5631.22"W	6.26'	L339	N5607.17"E	2.80'	L379	S3352.43"E	2.80'	L419	N5607.17"E	2.80'	L459	N5607.17"E	2.80'
L180	N4146.39"W	5.00'	L220	N6513.16"E	5.00'	L260	N5203.34"W	2.00'	L300	S607.17"E	2.80'	L380	S3352.43"E	2.80'	L420	N5607.17"E	2.80'	L460	N5607.17"E	2.80'			

LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 5 THROUGH 16 ONLY

LINE #	DIRECTION	LENGTH
L321	N22°34'08"E	5.10'
L322	N56°07'17"W	2.58'
L323	N56°07'17"W	2.58'
L324	S56°07'17"E	2.58'
L325	S33°52'43"W	1.00'
L326	S56°07'17"E	2.80'
L327	N56°07'17"W	2.80'
L328	S33°52'43"W	2.00'
L329	N56°07'17"W	2.58'
L330	N56°07'17"W	2.58'
L331	S56°07'17"E	2.58'
L332	S56°07'17"E	2.58'
L333	S33°52'43"W	1.00'
L334	S56°07'17"E	2.80'
L335	N56°07'17"W	2.80'
L336	S33°52'43"W	2.00'
L337	N56°07'17"W	2.58'
L338	S45°11'19"W	2.38'
L339	S45°11'19"W	2.72'
L340	N33°52'43"E	0.06'

LINE #	DIRECTION	LENGTH
L341	N32°18'20"E	5.22'
L342	S56°07'17"E	2.58'
L343	S56°07'17"E	2.58'
L344	N56°07'17"W	2.58'
L345	N33°52'43"E	1.00'
L346	N56°07'17"W	2.80'
L347	S56°07'17"E	2.80'
L348	N33°52'43"E	2.00'
L349	S56°07'17"E	2.58'
L350	S56°07'17"E	2.58'
L351	N56°07'17"W	2.58'
L352	N56°07'17"W	2.58'
L353	N33°52'43"E	1.00'
L354	N56°07'17"W	2.80'
L355	S56°07'17"E	2.80'
L356	N33°52'43"E	2.00'
L357	S56°07'17"E	2.58'
L358	S56°07'17"E	3.04'
L359	N56°07'17"W	3.04'
L360	N56°07'17"W	3.04'

LINE #	DIRECTION	LENGTH
L361	N33°52'43"E	1.00'
L362	N56°07'17"W	2.80'
L363	S56°07'17"E	2.80'
L364	N33°52'43"E	2.00'
L365	S56°07'17"E	3.04'
L366	N25°04'27"E	5.20'
L367	N7°01'22"W	5.21'
L368	S22°34'08"W	0.17'
L369	S22°34'08"W	4.93'
L370	N22°34'08"E	5.10'
L371	N56°07'17"W	2.58'
L372	N33°52'43"E	2.00'
L373	N56°07'17"W	2.80'
L374	S56°07'17"E	2.80'
L375	N33°52'43"E	1.00'
L376	S56°07'17"E	2.58'
L377	N56°07'17"W	2.58'
L378	S56°07'17"E	2.58'
L379	N56°07'17"W	2.58'
L380	S56°07'17"E	2.58'

LINE #	DIRECTION	LENGTH
L381	S56°07'17"E	2.58'
L382	S33°52'43"W	1.00'
L383	S56°07'17"E	2.80'
L384	N56°07'17"W	2.80'
L385	S33°52'43"W	2.00'
L386	N56°07'17"W	2.58'
L387	N45°11'19"E	5.10'
L388	N56°07'17"W	0.33'
L389	S33°46'44"E	2.58'
L390	N56°07'17"W	2.58'
L391	N60°28'00"E	3.19'
L392	N56°31'22"W	2.91'
L393	N56°31'22"W	0.30'

TRACT 4115
RIVER ISLANDS - STAGE 2A
VILLAGE CC (WEST)
FOR CONDOMINIUM PURPOSES
 NUMBER OF CONDOMINIUMS NOT TO EXCEED 108 UNITS

A PORTION OF RANCHO EL PESCADERO, BEING
 ACRES, MORE OR LESS, MAP NO. 422 (43 MOUNTAIN)
 A SUBDIVISION IN THE CITY OF LATHROP, SAKA
 COUNTY, CALIFORNIA
 MARCH 2022



CURVE #	RADIUS	DELTA	LENGTH
C1	113.00'	151°21'3"	29.98'
C2	87.00'	151°21'3"	23.08'
C3	55.00'	89°54'38"	86.31'
C4	3.00'	77°09'37"	4.04'
C5	3.00'	89°25'48"	4.68'
C6	25.00'	0°27'17"	0.20'
C7	24.00'	26°21'01"	11.04'
C8	3.00'	90°00'00"	4.71'
C9	3.00'	63°26'06"	3.32'
C10	3.00'	63°26'06"	3.32'
C11	29.00'	172°71'3"	8.83'
C12	213.00'	2°10'11"	8.07'
C13	3.00'	90°00'00"	4.71'
C14	3.00'	90°00'00"	4.71'
C15	187.00'	53°48'	18.38'
C16	213.00'	0°11'30"	0.71'
C17	213.00'	0°12'11"	0.82'
C18	213.00'	402°44'	15.04'
C19	213.00'	1°56'39"	7.35'
C20	3.00'	90°55'45"	4.76'

CURVE #	RADIUS	DELTA	LENGTH
C21	188.00'	0°31'24"	1.72'
C22	3.00'	90°00'00"	4.71'
C23	3.00'	90°00'00"	4.71'
C24	12.00'	30°52'45"	6.47'
C25	12.00'	41°6'54"	0.90'
C26	11.00'	27°50'54"	5.35'
C27	11.00'	27°25'09"	5.26'
C28	12.00'	40°12'	0.85'
C29	12.00'	35°54'48"	7.45'
C30	12.00'	31°31'35"	6.60'
C31	1879.00'	0°14'12"	7.76'
C32	1879.00'	0°7'27"	15.00'
C33	1879.00'	0°07'29"	0.81'
C34	1879.00'	0°34'44"	18.98'
C35	1879.00'	0°14'38"	8.00'
C36	1879.00'	0°24'07"	13.18'
C37	1879.00'	0°41'33"	22.71'
C38	1879.00'	0°27'27"	15.00'
C39	1879.00'	0°14'38"	8.00'
C40	1879.00'	0°34'44"	18.98'

CURVE #	RADIUS	DELTA	LENGTH
C41	1879.00'	0°24'03"	13.14'
C42	935.00'	0°38'44"	10.54'
C43	935.00'	0°55'09"	15.00'
C44	935.00'	0°02'59"	0.81'
C45	935.00'	0°29'25"	8.00'
C46	935.00'	1°09'48"	18.99'
C47	935.00'	0°07'28"	2.03'
C48	909.00'	0°59'30"	15.73'
C49	909.00'	0°10'15"	8.00'
C50	909.00'	0°03'04"	0.81'
C51	909.00'	0°56'44"	15.00'
C52	29.00'	20°42'42"	10.48'
C53	3.00'	95°27'46"	5.05'
C54	935.00'	0°55'09"	15.00'
C55	935.00'	0°02'59"	0.81'
C56	935.00'	0°29'25"	8.00'
C57	909.00'	0°30'15"	8.00'
C58	909.00'	0°03'04"	0.81'
C59	909.00'	0°56'44"	15.00'
C60	909.00'	0°30'15"	8.00'

CURVE #	RADIUS	DELTA	LENGTH
C61	909.00'	0°03'04"	0.81'
C62	909.00'	0°56'44"	15.00'
C63	11.00'	26°06'18"	5.01'
C64	12.00'	37°00'48"	7.75'
C65	1879.00'	0°27'27"	15.00'
C66	1879.00'	0°07'29"	0.81'
C67	1879.00'	0°14'38"	8.00'
C68	3.00'	97°52'53"	5.11'
C69	3.00'	89°48'00"	5.64'
C70	3.00'	107°41'22"	4.70'
C71	29.00'	16°38'47"	8.43'
C72	29.00'	20°43'24"	10.49'
C73	909.00'	0°33'15"	8.79'
C74	909.00'	0°30'16"	8.00'
C75	909.00'	0°03'04"	0.81'
C76	909.00'	0°56'44"	15.00'
C77	3.00'	63°26'06"	3.32'
C78	934.00'	0°38'01"	10.33'
C79	30.00'	1°57'31"	1.03'
C80	909.00'	1°00'22"	15.96'

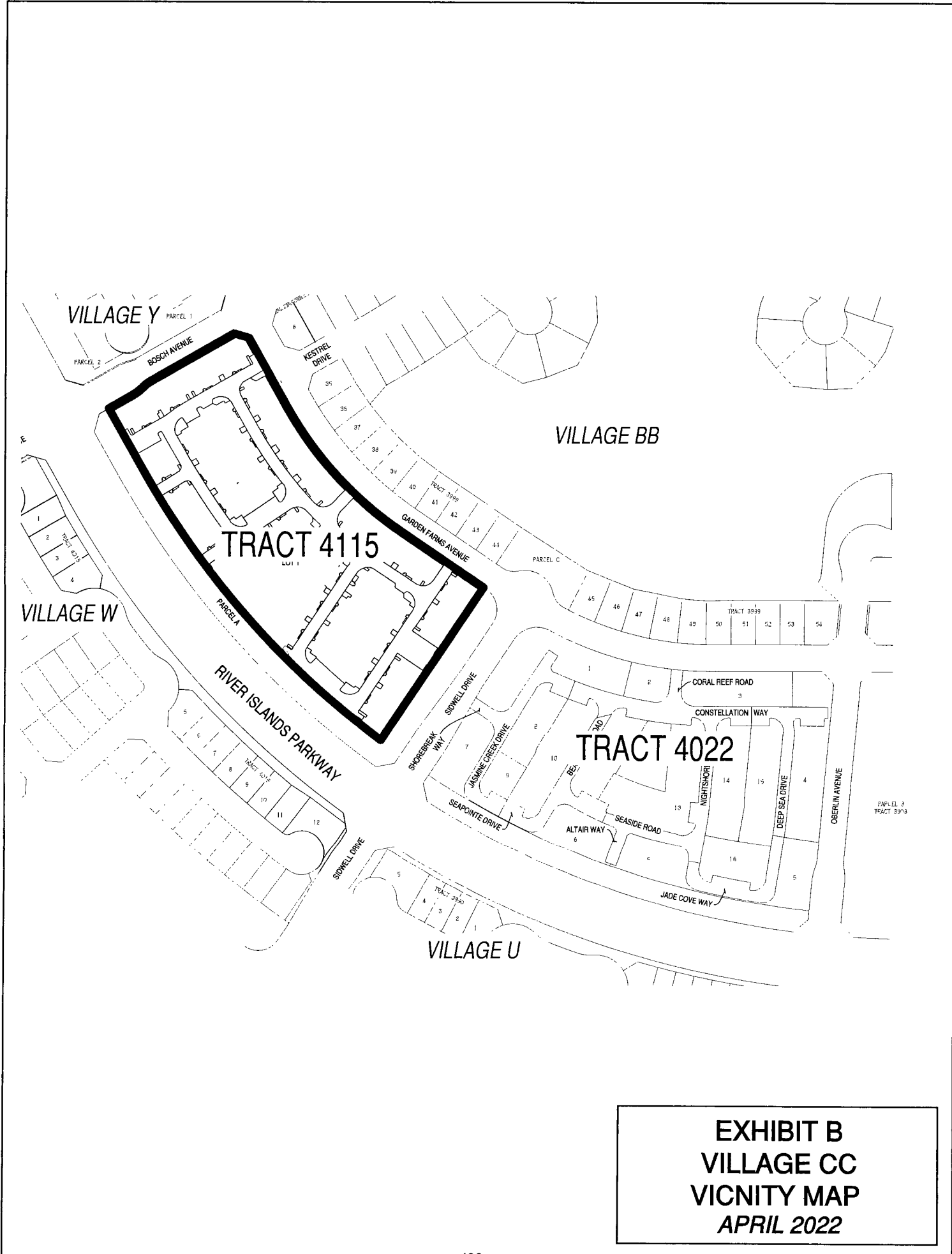
CURVE #	RADIUS	DELTA	LENGTH
C81	909.00'	0°30'15"	8.00'
C82	909.00'	0°03'04"	0.81'
C83	909.00'	0°56'44"	15.00'
C84	909.00'	0°25'14"	5.67'
C85	3.00'	90°00'00"	4.71'
C86	3.00'	73°44'23"	3.86'
C87	3.00'	90°00'00"	4.71'
C88	3.00'	161°53'7"	0.85'
C89	29.00'	8°29'23"	4.30'
C90	3.00'	90°05'24"	4.72'
C91	3.00'	90°00'00"	4.71'
C92	3.00'	90°00'00"	4.71'
C93	3.00'	90°00'00"	4.71'
C94	3.00'	90°05'24"	4.72'
C95	29.00'	4°26'28"	2.25'
C96	29.00'	145°31'7"	7.54'
C97	3.00'	63°26'06"	3.32'
C98	29.00'	22°32'11"	11.41'
C99	3.00'	90°00'00"	4.71'
C100	3.00'	90°00'00"	4.71'

CURVE #	RADIUS	DELTA	LENGTH
C101	1879.00'	0°01'29"	0.81'
C102	1913.00'	0°00'30"	0.28'
C103	1913.00'	0°02'36"	1.44'

Subdivision Improvement Agreement (River Islands Stage 2A, LLC)
Tract 4115 Village "CC"

EXHIBIT "B"

TRACT 4115 VILLAGE "CC" AREA



**EXHIBIT B
VILLAGE CC
VICINITY MAP
APRIL 2022**

EXHIBIT "C"

CITY INSURANCE REQUIREMENTS

1. The Subdivider shall obtain commercial general liability insurance companies licensed to do business in the State of California with an A.M. Best Company rating Insurance rating of no less than A:VII which provides coverage for bodily injury, personal injury and property damage liability in the amount of at least \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.

Said insurance coverage shall be evidenced by a certificate of insurance with policy endorsements, executed by an authorized official of the insurer(s). All parties to the Subdivision Improvement Agreement must be named insured on the policy. The policy endorsements to be attached to the certificate must provide all the following:

a. Name the City of Lathrop, its officers, City Council, boards and commissions, and members thereof, its employees and agents as additional insured as respects to any liability arising out of the activities of the named insured. A CG 2010 or CG 2026 endorsement form or the equivalent is the appropriate form.

b. State that "the insurance coverage afforded by this policy shall be primary insurance as respects to the City of Lathrop, its officers, employees and agents. Any insurance or self-insurance maintained by the City of Lathrop, its officers, employees, or agents shall be in excess of the insurance afforded to the named insured by this policy and shall not contribute to any loss.

c. Include a statement that, "the insurer will provide to the City at least thirty (30) days prior notice of cancellation or material change in coverage." The above language can be included on the additional insured endorsement form or on a separate endorsement form.

d. The policy must contain a cross liability or severability of interest clause.

e. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents 390 Towne Centre Drive Lathrop, CA 95330	As Required By Written Contract, Fully Executed Prior To The Named Insured's Work
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

United Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 051 00 (02/20)

PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** of the **COMMERCIAL GENERAL LIABILITY COVERAGE PART**, and supersedes any provision to the contrary:

Primary and Non-Contributory Insurance

Any coverage provided to an Additional Insured under this policy shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless:

- a. (1) The Additional Insured is a Named Insured under such other insurance;
and
 - (2) A fully written contract fully executed prior to the Named Insured's commencement of work for such Additional Insured for the specific project that is the subject of the claim, "suit," or "occurrence" expressly requires that this insurance:
 - (i) apply on a primary and non-contributory basis;
and
 - (ii) would not seek contribution from any other insurance available to the additional insured.
- or
- b. Prior to a loss, you request in writing and we agree in writing that this insurance shall apply on a primary and non-contributory basis.

Name Of Person(s) Or Organization(s)
As Required By Written Contract, Fully Executed Prior To The Named Insured's Work.

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

Policy: ATN217764P

UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 064 00 (01/15)

THIRD PARTY CANCELLATION NOTICE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

If we cancel this policy for any reason other than nonpayment of premium, we will mail notification to the persons or organizations shown in the schedule below (according to the number of days listed below) once the Named Insured has been notified.

If we cancel this coverage for nonpayment of premium, we will mail a copy of such written notice of cancellation to the name and address below at least 10 days prior to the effective date of such cancellation.

Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE

Name and Address of Other Person/Organization

**City of Lathrop, its officers, City Council,
boards and commissions and members thereof,
its employees and agents
390 Towne Centre Drive
Lathrop, CA 95330**

Number of Days Notice

30

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

Subdivision Improvement Agreement (River Islands Stage 2A, LLC)
Tract 4115 Village "CC"

EXHIBIT "D"

**UNFINISHED IMPROVEMENT COST ESTIMATE
AND VILLAGE "CC" – FULL IMPROVEMENT COST**

ENGINEER'S BOND ESTIMATE
COST TO COMPLETE
RIVER ISLANDS - VILLAGE CC
VAN DAELE HOMES HIDEAWAY (PUBLIC IMPROVEMENTS)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

January 27, 2020
Job No.: 25504-09

Item	Description	Quantity	Unit	Unit Price	Amount
<i>COST TO COMPLETE (PUBLIC)</i>					
1	Landscape [Offsite] <i>(0% Completion)</i>	1	LS	\$ 474,150.00	\$ 474,150.00
2	Sanitary Sewer [Onsite] <i>(0% Completion)</i>	1	LS	\$ 238,180.00	\$ 238,180.00
3	Water Supply [Onsite] <i>(0% Completion)</i>	1	LS	\$ 346,910.00	\$ 346,910.00
4	Joint Trench [Onsite] <i>(0% Completion)</i>	1	LS	\$ 308,000.00	\$ 308,000.00
5	Signing & Striping [Offsite] <i>(0% Completion)</i>	1	LS	\$ 13,650.00	\$ 13,650.00
TOTAL COST TO COMPLETE (PUBLIC) \$					1,380,890.00

DRAFT ENGINEER'S OPINION OF PROBABLE COST
VAN DAELE HOMES HIDEAWAY (PUBLIC IMPROVEMENTS)
RIVER ISLANDS - VILLAGE CC
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

1/27/2020
 Job No.: 25504-09

Item	Description	Quantity	Unit	Unit Price	Amount
<u>LANDSCAPE</u>					
1	Sidwell Drive (River Islands Pkwy to Garden Farms Ave)	5,410	SF	\$ 8.00	\$ 43,280.00
2	Oberlin Avenue (River Islands Pkwy to Garden Farms Ave)	13,190	SF	\$ 8.00	\$ 105,520.00
3	Garden Farms Avenue (south side of Bosch Ave to Oberlin Ave)	12,050	SF	\$ 8.00	\$ 96,400.00
4	Swale (Sidwell Dr to Oberlin Ave)	45,790	SF	\$ 5.00	\$ 228,950.00
Subtotal Landscape					\$ 474,150.00
<u>SANITARY SEWER</u>					
5	8" PVC	2,310	LF	\$ 28.00	\$ 64,680.00
6	Manholes	17	EA	\$ 4,000.00	\$ 68,000.00
7	Sanitary Sewer Services ²	41	EA	\$ 2,500.00	\$ 102,500.00
8	Connect to Existing	1	EA	\$ 3,000.00	\$ 3,000.00
Subtotal Sanitary Sewer					\$ 238,180.00
<u>POTABLE WATER</u>					
9	8" PVC	3,080	LF	\$ 32.00	\$ 98,560.00
10	8" GV	27	EA	\$ 1,550.00	\$ 41,850.00
11	Blow-Off	5	EA	\$ 4,000.00	\$ 20,000.00
12	ARV	1	EA	\$ 2,500.00	\$ 2,500.00
13	Fire Hydrants	3	EA	\$ 4,000.00	\$ 12,000.00
14	Water Services ³	41	EA	\$ 4,000.00	\$ 164,000.00
15	Connect to Existing	2	EA	\$ 4,000.00	\$ 8,000.00
Subtotal Potable Water					\$ 346,910.00
<u>JOINT TRENCH</u>					
16	Joint Trench per POD	40	EA	\$ 7,700.00	\$ 308,000.00
Subtotal Joint Trench					\$ 308,000.00
<u>SIGNING & STRIPING</u>					
1	Sidwell Drive (River Islands Pkwy to Garden Farms Ave)	490	LF	\$ 5.00	\$ 2,450.00
2	Oberlin Avenue (River Islands Pkwy to Garden Farms Ave)	1,630	LF	\$ 5.00	\$ 8,150.00
3	Garden Farms Avenue (south side of Bosch Ave to Oberlin Ave)	610	LF	\$ 5.00	\$ 3,050.00
Subtotal Landscape					\$ 13,650.00
TOTAL CONSTRUCTION COST					\$ 1,380,890.00

Notes:
 1) Unit prices are based on estimated current construction costs and no provision for inflation is included.
 2) Unit price assumed to include one 6" sanitary sewer lateral, four sewer cleanouts, and three 4" sanitary sewer laterals to each pod.
 3) Unit price assumed to include one 2" water service and one water manifold with three 1" water meters and one 1-1/2" fire service for each pod

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAPS
(RIVER ISLANDS AT LATHROP)**

April 11, 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 4115; Escrow No. 1214021507

Dear Lori:

This letter constitutes the joint escrow instructions ("**Escrow Instructions**") of River Islands Stage 2A, LLC, a Delaware limited liability company ("**RIS2A**") and the City of Lathrop ("**City**") in connection with the above-referenced escrow ("**Escrow**"). The Escrow was opened in connection with recordation of the above-referenced final map ("**Final Map**"). Recordation of the Final Map is subject to the conditions set forth below. The transactions described in these Escrow Instructions are referred to as the "**Transaction**." Old Republic Title Company is referred to as "you" or "**ORTC**."

A. Date for Closings

The Final Map will be recorded at the time designated by RIS2A as set forth below. The Final Map can only be recorded after the City has approved the map in writing. The closing date for the Transaction is intended to occur by December 30, 2022, at the time designated in writing by RIS2A, subject to satisfaction of the conditions set forth below (each a "**Closing**"). If the Final Map has not been recorded by June 30, 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 RIS2A for recordation in the Official Records of San Joaquin County, California ("**Official Records**").

B.1. One original Final Map for Tract 4115, executed and acknowledged by the City (provided to title by City).

B.2. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for the City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities) Annexation No. 26 (provided to title by City).

B.3. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for Island Reclamation District 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance Services) (provided to title by RIS2A).

B.4. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for River Islands Public Financing Authority Community Facilities District No. 2013-1 (River Islands Public Services) (provided to title by RIS2A).

B.5. A fully executed and acknowledged Amendment to Notice of Special Tax Lien for the River Islands Public Financing Authority Community Facilities District No. 2016-1 (River Islands Supplemental) (provided to title by RIS2A).

JOINT ESCROW INSTRUCTIONS RECORDATION OF FINAL MAPS (RIVER ISLANDS AT LATHROP)

The documents listed in Items B.1, B.2, B.3, B.4 and B.5 above are referred to as the **“Recordation Documents.”** The Recordation Documents shall be recorded in the order referred to above. The date on which the Recordation Documents are recorded in the Official Records is the Recordation Date.

Prior to recording the Recordation Documents, please confirm that you have received copies or originals of the following documents: (i) Unanimous Approval of Annexation to a Community Facilities District and Related Matters, City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities); (ii) Consent to, and Ballot in favor of, Annexation of Real Property to the River Islands Public Financing Authority Community Facilities District No. 2013-1 (River Islands Public Services); (iii) Consent to, and Ballot in favor of, Annexation of Real Property to Island Reclamation District No. 2062 Community Facilities District No. 2013-1 (Levee and Lake Maintenance); and (iv) Consent to, and Ballot in favor of, Annexation of Real Property to the River Islands Public Financing Authority Community Facilities District No. 2016-1 (River Islands Supplemental). The original City of Lathrop Unanimous Approval must be delivered to the City of Lathrop. The original Consents and Ballots for River Islands Public Financing Authority CFD Nos. 2013-1 and 2016-1 and Island Reclamation District No. 2013-1 must be delivered to Jeanne Zolezzi at Herum\Crabtree\Suntag, 5757 Pacific Ave., Suite 222, Stockton, CA 95207. Copies should be sent via email to Cari James (cjames@ci.lathrop.ca.us), Cindy Yan at Goodwin Consulting Group, cindy@goodwinconsultinggroup.net, Susan Dell’Osso (sdelloso@riverislands.com) and Debbie Belmar (dbelmar@riverislands.com) together with conformed copies of the amendments to notices of special tax that are recorded as part of the Recordation Documents.

C. Funds and Settlement Statement

You also have received, or will receive from RIS2A, prior to the recordation of the Recordation Documents, in immediately available funds, the following amounts, in accordance with the settlement statement prepared by you and approved in writing by both RIS2A and City (**“Settlement Statement”**): recordation costs, escrow fees and other amounts as set forth in the Settlement Statement. Such costs, fees and other amounts are the sole responsibility of RIS2A.

- Funds to be wire transferred directly to the entity set forth below, immediately upon recordation of the Final Map, in accordance with the wire transfer instructions for each entity are as follows: The amount of **\$32,839.38**, 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 **\$3,501.00** multiplied by **9.38** acres (or portion thereof) included in the Final Map, is to be transferred to the City upon recordation of the Final Map. The City’s wire instructions are set forth below.

The amounts set forth in Section C are referred to as the **“Closing Funds.”**

D. Closing Requirements

When the following has occurred, you are authorized to close the Escrow at the time(s) and in accordance with the process set forth below:

D.1. You have delivered copies of your Settlement Statement by email transmission to: (a) Susan Dell’Osso (sdelloso@riverislands.com); (b) Debbie Belmar (dbelmar@riverislands.com); (c) Brad Taylor (btaylor@ci.lathrop.ca.us); (d) Salvador

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAPS
(RIVER ISLANDS AT LATHROP)**

Navarrete (snavarrete@ci.lathrop.ca.us; (e) Glenn Gebhardt (ggebhardt@ci.lathrop.ca.us), (f) Sandra Lewis (slewis@ci.lathrop.ca.us), and have confirmation (by telephone or email) from Susan Dell'Osso and Glenn Gebhardt or Brad Taylor that the Settlement Statement is accurate and acceptable;

D.2. You have not received any instructions contrary to these Escrow Instructions;

D.3. The Recordation Documents and all other documents described herein as being held by you or delivered to you have been received by you and have been fully executed and, where applicable, acknowledged, and you have attached all legal descriptions or have confirmed that all exhibits and legal descriptions are attached;

D.4 You are prepared to record the Recordation Documents, as designated, release funds in accordance with the Settlement Statement and complete the Transaction in compliance with these Escrow Instructions;

D.5. You have delivered a copy of these instructions, executed by an authorized signatory of ORTC with authority to bind ORTC, and initialed all pages, by email transmission (with original hard copy to follow by U.S. Mail) to Debbie Belmar and Glenn Gebhardt at the email addresses set forth above; and

D.6. You have received confirmation (by email or other writing) from Susan Dell'Osso and Stephen Salvatore or Glenn Gebhardt to record the Recordation Documents and complete the Transaction.

E. Closing Process and Priorities

When you have fully satisfied all of the closing requirements set forth in Section D, then you are authorized and instructed to do the following in the chronological order given:

- E.1. Date the Recordation Documents to be recorded;
- E.2. Record the Recordation Documents in the Official Records;
- E.3. Pay the costs associated with the Transaction;

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAPS
(RIVER ISLANDS AT LATHROP)**

E.4. Refund any funds delivered to you by RIS2A that are not disbursed at the time of the final Closing pursuant to these Escrow Instructions to the following entity and address:

River Islands Stage 2A, LLC
73 W. Stewart Road
Lathrop, CA 95330
Attn: Susan Dell’Osso

E.5. Notify Susan Dell’Osso (sdelloso@riverslands.com), Debbie Belmar (dbelmar@riverislands.com), Glenn Gebhardt (ggebhardt@ci.lathrop.ca.us), Brad Taylor (btaylor@ci.lathrop.ca.us), Sandra Lewis (slewis@ci.lathrop.ca.us), Teresa Vargas (tvargas@ci.lathrop.ca.us), Sarah Pimentel (spimentel@ci.lathrop.ca.us), and Jose Molina (JMolina@sigov.org) of the completion of the Transaction;

E.6. Within five (5) business days after each Recordation Date, deliver by overnight delivery via recognized, national, overnight delivery carrier to: (1) Susan Dell’Osso, River Islands Stage 2A, 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 2A, LLC

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAPS
(RIVER ISLANDS AT LATHROP)**

ESCROW INSTRUCTIONS
ACKNOWLEDGEMENT AND AGREEMENT:

Receipt of the foregoing Escrow Instructions from RIS2A and the City is hereby acknowledged. The undersigned agrees, for itself, and on behalf of ORTC, to proceed in strict accordance with these Escrow Instructions. The undersigned represents and warrants to RIS2A and the City that the undersigned is authorized to execute this Acknowledgement and Agreement, for itself, and on behalf of ORTC.

Old Republic Title Company

By: _____
Its: _____
Date: _____

**RECORDING REQUESTED BY AND
AFTER RECORDATION RETURN TO:**

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

Recorded for the benefit of the City of Lathrop
 pursuant to Government Code Section 27383

TWENTY-SIXTH AMENDMENT TO NOTICE OF SPECIAL TAX LIEN

City of Lathrop
 Community Facilities District No. 2013-1
 (River Islands Public Services and Facilities)
 Annexation No. 26

Pursuant to the requirements of Section 3117.5 of the Streets and Highways Code of California and the Mello-Roos Community Facilities Act of 1982, as amended, Section 53311, *et seq.*, of the California Government Code (the "Act"), the undersigned City Clerk of the City of Lathrop (the "City"), County of San Joaquin, State of California, hereby gives notice that a lien to secure payment of a special tax is hereby imposed by the City Council of the City on the property described in Exhibit A hereto. The special tax secured by this lien is authorized to be levied for the purpose of paying principal and interest on bonds, the proceeds of which are being used to finance the acquisition and construction of all or a portion of the public facilities authorized to be funded by the City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities) (the "CFD"), and to pay costs of the public services and facilities authorized to be funded by the CFD, both as described in Exhibit A to the Notice of Special Tax Lien heretofore recorded in the Office of the County Recorder for the County of San Joaquin, State of California (the "County Recorder") on November 18, 2013 as Document No. 2013-143754 (the "Original Notice"), and said special tax is to be levied according to the Rate and Method of Apportionment of Special Tax set forth in Exhibit B to the Notice of Special Tax Lien, to which recorded Notice of Special Tax Lien reference is hereby made and the provisions of which are hereby incorporated herein in full by this reference. An Amended Notice of Special Tax Lien reflecting the Amended Rate and Method of Apportionment of Special Tax was subsequently recorded at the County Recorder on October 23, 2015 as Document No. 2015-127760 (the "Amended Notice").

This Twenty-Sixth Amendment to Notice of Special Tax Lien amends the Notice of Special Tax Lien to add to the territory within the City of Lathrop Community Facilities District No. 2013-1 (River Islands Public Services and Facilities) certain real property identified in Exhibit A hereto (the "Property") and shown within the future annexation area on the boundary map of the community facilities district recorded on June 1, 2013, in Book 6 of Maps of Assessment and Community Facilities Districts at Page 42 (Document No. 2013-136637), in the Office of the

County Recorder, which map is the final boundary map of the community facilities district. The Property is being annexed into Tax Zone 1 of the community facilities district, as described in the Amended and Restated Rate and Method of Apportionment of Special Tax attached as Exhibit A to the Amended Notice, with the maximum special tax rates identified in Exhibit B hereto.

The assessor's tax parcel(s) numbers of all parcels or any portion thereof which are included in this Twenty-Sixth Amendment to Notice of Special Tax Lien, together with the name(s) of the owner(s) thereof, as they appear on the latest secured assessment roll as of the date of recording hereof or as are otherwise known to the Authority are as set forth in Exhibit A hereto which is by this reference made a part hereof.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property or interests therein subject to the special tax lien, interested persons should contact the Finance Director, City of Lathrop, 390 Towne Centre Drive, Lathrop, California 95330; Telephone: (209) 941-7327.

Dated: _____, 2022.

By: _____
City Clerk,
City of Lathrop

EXHIBIT A

CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES)
ANNEXATION NO. 26
ASSESSOR'S PARCEL NUMBER(S) AND OWNER(S) OF LAND
WITHIN ANNEXATION NO. 26 TO CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES)

Name(s) of Property Owner(s)	San Joaquin County Assessor's Parcel No.
RIVER ISLANDS STAGE 2A, LLC 73 W. STEWART RD., LATHROP, CA 95330	210-570-01

EXHIBIT B
CITY OF LATHROP
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(RIVER ISLANDS PUBLIC SERVICES AND FACILITIES)
ANNEXATION NO. 26

MAXIMUM SERVICES SPECIAL TAX FOR ZONE 1 OF THE CFD

The table below identifies the Maximum Services Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event:

Type of Property	Lot Size	Maximum Services Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2013-14)*	Maximum Services Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2013-14)*
<u>Residential Property:</u>			
Single Family Detached Property	Greater than 7,000 SqFt	\$328.74 per SFD Lot	\$155.91 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$265.42 per SFD Lot	\$125.88 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$243.51 per SFD Lot	\$115.49 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$206.98 per SFD Lot	\$98.16 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	\$192.37 per SFD Lot	\$91.23 per SFD Lot
Single Family Attached Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Multi-Family Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

** On July 1, 2014, and on each July 1 thereafter, all figures shown in the table above shall be increased by the Escalation Factor.*

MAXIMUM FACILITIES SPECIAL TAX FOR ZONE 1 OF THE CFD

The table below identifies the Maximum Facilities Special Tax for Developed Property within Tax Zone 1, both before and after the Trigger Event:

Type of Property	Lot Size	Maximum Facilities Special Tax in Tax Zone 1 Prior to the Trigger Event (Fiscal Year 2013-14)*	Maximum Facilities Special Tax in Tax Zone 1 After the Trigger Event (Fiscal Year 2013-14)*
<u>Residential Property:</u>			
Single Family Detached Property	Greater than 7,000 SqFt	\$0.00 per SFD Lot	\$172.83 per SFD Lot
Single Family Detached Property	5,801 to 7,000 SqFt	\$0.00 per SFD Lot	\$139.54 per SFD Lot
Single Family Detached Property	4,801 to 5,800 SqFt	\$0.00 per SFD Lot	\$128.02 per SFD Lot
Single Family Detached Property	4,000 to 4,800 SqFt	\$0.00 per SFD Lot	\$108.82 per SFD Lot
Single Family Detached Property	Less Than 4,000 SqFt	\$0.00 per SFD Lot	\$101.14 per SFD Lot
Single Family Attached Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Multi-Family Property	Not Applicable	\$0.00 per Unit	\$0.00 per Unit
Non-Residential Property	Not Applicable	\$0.00 per Non-Residential Square Foot	\$0.00 per Non-Residential Square Foot

** On July 1, 2014, and on each July 1 thereafter until the first Fiscal Year after the Trigger Event, all figures shown in the table above shall be increased by the Escalation Factor. On July 1 of the first Fiscal Year after the Trigger Event, and on each July 1 thereafter, the Maximum Facilities Special Taxes shall increase by two percent (2%) of the amount in effect in the prior Fiscal Year.*

CONSENT TO, AND BALLOT IN FAVOR OF, ANNEXATION OF REAL PROPERTY TO THE RIVER ISLANDS PUBLIC FINANCING AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2016-1 (RIVER ISLANDS SUPPLEMENTAL)

To: Board of Directors of the River Islands
Public Financing Authority, in its capacity
as the legislative body for the River Islands
Public Financing Authority Community
Facilities District No. 2016-1 (River Islands
Supplemental)

The undersigned hereby states and certifies, under penalty of perjury, as follows:

1. The undersigned is the owner (the "Owner"), or the legally authorized representative of the Owner, of fee title to the real property identified by San Joaquin County Assessor's parcel number(s) listed below (the "Property"), and possesses all legal authority necessary to execute this consent to, and ballot in favor of (the "Consent and Ballot"), the annexation of the Property to the River Islands Public Financing Authority Community Facilities District No. 2016-1 (River Islands Supplemental) (the "CFD").

2. The Owner understands that the Board of Directors of the River Islands Public Financing Authority (the "Board") has conducted proceeding pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Law") to form the CFD to finance various facilities (the "Facilities") described in Exhibit A hereto. The Owner also understands that the proceedings for the formation of the CFD authorized the Board to levy an annual special tax (the "Special Tax") on property in the CFD as specified in the Amended Rate and Method of Apportionment of Special Tax (the "Rate and Method") for the CFD, a copy of which is attached hereto as Exhibit B, and authorized the annexation of property to the CFD, without additional public hearings, upon approval of the fee title owner of the property to be annexed as permitted by Section 53339.7(a) of the Law.

The Owner has been advised that a Notice of Special Tax Lien was recorded against the real property initially included within the boundaries of the CFD in the Office of the San Joaquin County Recorder (the "County Recorder") on September 19, 2016 as Document No. 2016-112901 (the "Original Notice"), and a First Amendment to Notice of Special Tax Lien was recorded in the Office of the County Recorder on February 16, 2017, as Document No. 2017-020077.

3. The Owner hereby irrevocably consents to, approves, and votes (for purposes of Article XIII A of the California Constitution) in favor of the annexation of the Property to Tax Zone 3 of the CFD (as such Tax Zone is described in the Rate and Method, and as the Maximum Special Tax rates for such Zone 3 are set forth in Exhibit C hereto), and irrevocably consents to, approves and votes in favor of the annual levy of the Special Tax on the Property pursuant to the Rate and Method to finance the Facilities and for the other authorized purposes of the CFD. The Owner acknowledges that the Secretary of the River Islands Public Financing Authority will record, or cause to be recorded, against the Property in the Office of the County Recorder an amendment to

the Original Notice as required by Section 3117.5 of the California Streets and Highways Code, which will impose a continuing lien on the Property to secure each levy of the Special Tax, and that under the Law said lien (a) will be coequal with the lien for ad valorem real property taxes levied by the County of San Joaquin on the Property, and (b) will be senior to any lien of any mortgage on the Property whether such mortgage lien was recorded prior to or after the recordation of the amendment to the Original Notice.

4. The Owner hereby irrevocably waives any right the Owner may otherwise have to protest or challenge the validity of the proceedings of the Board to form the CFD and to authorize the annexation of any property (including the Property) to the CFD, and any necessity, requirement or right for further public hearings or any election pertaining to the annexation of the Property to the CFD or the levy of the Special Tax on the Property.

5. The Owner hereby agrees to provide written notice of the annexation of the Property to the CFD, and of the authority of the Board to levy the Special Tax on the Property pursuant to the Rate and Method, to any subsequent purchaser of the Property to the extent required by applicable law.

The Property subject to this Consent and Ballot, and to be annexed to the CFD, consist of the following San Joaquin County Assessor's Parcel(s):

See Exhibit D

The full legal name of the fee title Owner of the Property is:

River Islands Stage 2A, LLC

The foregoing Consent and Ballot is hereby executed this _____ day of _____, 2022, in _____, California.

By: _____
(signature)

Susan Dell'Osso
(type name of person executing Consent and Ballot)

Its: President
(insert legal capacity of person executing Consent and Ballot)

EXHIBIT A

RIVER ISLANDS PUBLIC FINANCING AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2016-1 (RIVER ISLANDS SUPPLEMENTAL)

DESCRIPTION OF FACILITIES AUTHORIZED TO BE FUNDED BY THE DISTRICT

The following generally described public infrastructure and related improvements within, in the vicinity or otherwise incident to the development of the area generally known as River Islands at Lathrop:

Lake improvements, discharge facilities and intake facilities, including grading, pumps, shore improvements, aeration facilities, CDS units, pipes and other necessary infrastructure required to provide storm water, flood retention and recreational facilities.

Bio Retention Basins and BMP improvements, including planting, irrigation and other improvements necessary for storm water storage and cleansing.

Roadway improvements, including grading, fill, pavement section, joint trench, water, sewer, reclaimed water and other utility improvements necessary for or incident to road construction. Also including landscaping, street lights and signage, monuments and traffic signals.

Bridge improvements, including design, construction, utility connections, roadway approaches and other incidental improvements required for construction of bridges.

Water system infrastructure, including tanks, pump stations, distribution lines and other improvements necessary for delivery of potable or reclaimed water.

Sewer system infrastructure and improvements, including treatment facilities, sanitary sewer collection lines and force mains, effluent holding and storage, spray fields, pump stations, lift stations, and other improvements necessary for delivery and treatment of sanitary sewer service.

Public parks, as well as landscaping and recreational features along rivers, lakes, within parks and along and including pathways and other public areas.

Electrical system improvements, including offsite improvements, overhead facilities, substations, relocation and removal of electrical poles, undergrounding of service facilities and associated improvements to service the development.

Natural gas facilities upgrades and extensions, including pipeline extension and gas transmission regulator stations.

Telecommunications facilities, including fiber optic cable on and off site and other required infrastructure.

Grading for and construction of levees.

Public safety facilities, including but not limited to fire stations and related appurtenances, also including related site improvements, plus related equipment with a useful life of five years or more.

Elementary schools, middle schools and high schools and related appurtenances, including sports fields, parking and other customary amenities.

Environmental mitigation and related appurtenances related to the facilities and improvements eligible to be funded by the District.

All or a portion of any amount necessary to eliminate any fixed special assessment liens, or to pay, repay, or defease any obligation to pay or any indebtedness secured by any tax, fee, charge, or assessment levied within the area of the District and any property annexed thereto or to pay debt service on any such indebtedness.

The foregoing improvements may include the acquisition of right of way and land, the cost of design, engineering and planning, the costs of any environmental review or traffic studies, survey or other reports, landscaping and irrigation, soils testing, soil preparation including deep dynamic compaction, dewatering, permits, plan check and inspection fees, other public fees, insurance, legal and related overhead costs, coordination and supervision and any other costs or appurtenances related to any of the foregoing.

OTHER

The District may also finance any of the following:

1. Bond related expenses, including underwriter's discount, reserve fund, capitalized interest, structuring agent, bond, disclosure and underwriter's counsel and all other incidental expenses.
2. Administrative fees of the Authority and the Bond trustee or fiscal agent related to the District and the Bonds.
3. Reimbursement of costs related to the formation of the District advanced by the Authority or any landowner or developer within the District, as well as reimbursement of any costs advanced by the Authority or any landowner or developer within the District, for facilities, fees or other purposes or costs of the District.

EXHIBIT B

RIVER ISLANDS PUBLIC FINANCING AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2016-1
(RIVER ISLANDS SUPPLEMENTAL)

AMENDED RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in the River Islands Public Financing Authority Community Facilities District No. 2016-1 (River Islands Supplemental) shall be levied and collected according to the tax liability determined by the Board of Directors or its designee, through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in CFD No. 2016-1, unless exempted by law or by the provisions of Section F below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed into the CFD.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Accessory Unit" means a second residential unit of limited size (e.g., granny cottage, second unit) that shares a Parcel with a single-family detached unit.

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map or other parcel map recorded with the County.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, (commencing with Section 53311), Division 2 of Title 5 of the California Government Code.

"Administrative Expenses" means any or all of the following: the fees and expenses of any fiscal agent or trustee (including any fees or expenses of its counsel) employed in connection with any Bonds, and the expenses of the Authority in carrying out its duties with respect to CFD No. 2016-1 and the Bonds, including, but not limited to, levying and collecting the Special Tax, the fees and expenses of legal counsel, charges levied by the County Auditor's Office, Tax Collector's Office, and/or Treasurer's Office, costs related to annexing property into the CFD, costs related to property owner inquiries regarding the Special Tax, amounts needed to pay rebate to the federal government with respect to the Bonds, costs associated with complying with any continuing disclosure requirements for the Bonds and the Special Tax, and all other costs and expenses of the Authority, Lathrop Irrigation District, and Island Reclamation District No. 2062 in any way related to the establishment or administration of the CFD.

"Administrator" means the person or firm designated by the Authority to administer the Special Tax according to the Amended RMA.

"Amended RMA" means this Amended Rate and Method of Apportionment of Special Tax.

“Assessor’s Parcel” or “Parcel” means a lot or parcel shown on an Assessor’s Parcel Map with an assigned Assessor’s Parcel number.

“Assessor’s Parcel Map” means an official map of the County Assessor designating parcels by Assessor’s Parcel number.

“Association Property” means any property within the CFD that is owned by a homeowners association or property owners association, excluding Association Property under the pad or footprint of a Unit.

“Authority” means the River Islands Public Financing Authority.

“Authorized Facilities” means those public facilities authorized to be funded by the CFD as set forth in the CFD formation proceedings.

“Board of Directors” or “Board” means the Board of Directors of the River Islands Public Financing Authority.

“Bonds” means bonds or other debt (as defined in the Act), whether in one or more series, issued, insured or assumed by CFD No. 2016-1, including debt issued by agencies other than the Authority (as referenced in Section 53313.5(g) of the Act), to pay for public infrastructure and/or improvements that will serve property included within, or intended to be annexed into, the CFD.

“Capitalized Interest” means funds in any capitalized interest account available to pay debt service on Bonds.

“CFD” or “CFD No. 2016-1” means the River Islands Public Financing Authority Community Facilities District No. 2016-1 (River Islands Supplemental).

“CFD Formation” means the date on which the Resolution of Formation to form CFD No. 2016-1 was adopted by the Board of Directors.

“City” means the City of Lathrop.

“City Council” means the City Council of the City of Lathrop.

“County” means the County of San Joaquin.

“Developed Property” means, in any Fiscal Year, all Taxable Property in CFD No. 2016-1 for which a building permit for new construction was issued by the City on or prior to June 30 of the preceding Fiscal Year.

“Excess Public Property” means the acres of Public Property that exceeds the acreage exempted in Section F below. In any Fiscal Year in which a Special Tax must be levied on Excess Public Property pursuant to Step 4 in Section D below, Excess Public Property shall be those Assessor’s

Parcel(s) that most recently became Public Property based on the dates on which Final Maps recorded creating such Public Property.

“Final Map” means a final map, or portion thereof, recorded by the County pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq.*) that creates individual lots on which building permits for new construction may be issued without further subdivision and for which no further subdivision is anticipated pursuant to a Tentative Map approved for the property or, if no Tentative Map has been approved, pursuant to a then current specific plan or other land use plan for the property.

“First Transfer Date” means for a Parcel of Residential Property, the date of the first transfer of ownership to a private homeowner after a building permit for new construction has been issued.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Master Developer” means River Islands Development, and its successors and assignees.

“Maximum Special Tax” means the greatest amount of Special Tax that can be levied in any Fiscal Year determined in accordance with Section C below.

“Other Property” means, in any Fiscal Year, all Parcels of Developed Property that are not Residential Property.

“Proportionately” means the following: (i) for Developed Property, the ratio of the actual Special Tax levied in any Fiscal Year to the Maximum Special Tax authorized to be levied in that Fiscal Year is equal for all Assessor’s Parcels of Developed Property; (ii) for Undeveloped Property, the ratio of the actual Special Tax to the Maximum Special Tax is equal for all Assessor’s Parcels of Undeveloped Property; (iii) for Association Property, the ratio of the actual Special Tax to the Maximum Special Tax is equal for all Assessor’s Parcels of Association Property; and (iv) for Excess Public Property, the ratio of the actual Special Tax to the Maximum Special Tax is equal for all Assessor’s Parcels of Excess Public Property.

“Public Property” means, in any Fiscal Year: (i) all Parcels within the boundaries of the CFD that are owned by or irrevocably offered for dedication to the federal government, the State of California, the City or any other public agency; and (ii) all Parcels within the boundaries of the CFD that are encumbered by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement.

“Purchase Agreement” means an agreement between the Master Developer and a homebuilder.

“Required Coverage” means the amount by which the Maximum Special Tax revenues must exceed the debt service on the Bonds and required Administrative Expenses, as set forth in the Indenture, Certificate of Special Tax Consultant, or other formation or bond document that sets forth the minimum required debt service coverage.

“Residential Property” means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of a residential structure consisting of one or more Units.

“Special Tax” means a Special Tax levied in any Fiscal Year to pay the Special Tax Requirement.

“Special Tax Requirement” means the amount necessary in any Fiscal Year: (i) to pay principal and interest on Bonds which are due in the calendar year that begins in such Fiscal Year; (ii) to create and/or replenish reserve funds for the Bonds to the extent such replenishment has not been included in the computation of Special Tax Requirement in a previous Fiscal Year; (iii) to cure any delinquencies in the payment of principal or interest on Bonds which have occurred in the prior Fiscal Year; (iv) to pay Administrative Expenses; and (v) if the Administrator determines Special Tax revenues are available after items (i) through (iv) have been funded, to directly pay the costs of Authorized Facilities that have not been paid by the proceeds of previously issued Bonds to the extent that the inclusion of such amounts does *not* increase the Special Tax levied on Undeveloped Property. The amounts referred to in clauses (i) and (ii) of the preceding sentence may be reduced in any Fiscal Year by: (i) interest earnings on or surplus balances in funds and accounts for the Bonds to the extent that such earnings or balances are available to apply against debt service pursuant to a Bond indenture, Bond resolution, or other legal document that sets forth these terms; (ii) proceeds from the collection of penalties associated with delinquent Special Taxes; and (iii) any other revenues available to pay debt service on the Bonds as determined by the Administrator.

“Taxable Property” means all of the Assessor’s Parcels within the boundaries of the CFD which are not exempt from the Special Tax pursuant to law or Section F below.

“Tax Zone” means a mutually exclusive geographic area within which the Special Tax may be levied pursuant to this Amended RMA. *All of the property within CFD No. 2016-1 at the time of CFD Formation is within Tax Zone 1.* Additional Tax Zones may be created when property is annexed to the CFD, and a separate Maximum Special Tax shall be identified for property within the new Tax Zone at the time of such annexation. The Assessor’s Parcels included within a new Tax Zone established when such Parcels are annexed to the CFD shall be identified by Assessor’s Parcel number in the Unanimous Approval Form that is signed by the owner(s) of the Parcels at the time of annexation.

“Tentative Map” means a map that is made for the purpose of showing the design of a proposed subdivision and the conditions pertaining thereto and is not based on a detailed survey of the property within the map and is not recorded at the County Recorder’s Office to create legal lots.

“Unanimous Approval Form” means that form executed by the record owner of fee title to a Parcel or Parcels annexed into the CFD that constitutes the property owner’s approval and unanimous vote in favor of annexing into the CFD and the levy of the Special Tax against his/her Parcel or Parcels pursuant to this Amended RMA.

“Undeveloped Property” means, in any Fiscal Year, all Parcels of Taxable Property within the CFD that are not Developed Property, Association Property, or Excess Public Property.

“Unit” means an individual single family detached residential unit or an individual residential rental unit within a duplex, triplex, fourplex, townhome, condominium structure, or apartment complex. An Accessory Unit that shares a Parcel with a single-family detached unit shall not be considered a separate Unit for purposes of this Amended RMA

B. DATA FOR ANNUAL ADMINISTRATION

On or about July 1 of each Fiscal Year, the Administrator shall identify the current Assessor’s Parcel numbers for all Taxable Property. The Administrator shall also determine: (i) within which Tax Zone each Parcel is located, (ii) whether each Assessor’s Parcel is Developed Property, Undeveloped Property, Association Property, or Excess Public Property, (iii) for Developed Property, which Parcels are Residential Property or Other Property, and (iv) the Special Tax Requirement. In addition, the Administrator shall keep a record of all Parcels for which the Maximum Special Tax has been reduced pursuant to Section C.3 of the Amended RMA as well as the resulting Maximum Special Tax for each Parcel.

In any Fiscal Year, if it is determined that (i) a Final Map for a portion of property in the CFD was recorded after the last date upon which the Assessor will incorporate the newly-created Parcels into the then current tax roll, and (ii) because of the date the Final Map was recorded, the Assessor does not yet recognize the new Parcels created by the Final Map, the Administrator shall calculate the Special Tax for the property affected by recordation of the Final Map by determining the Special Tax that applies separately to each newly-created Parcel, then applying the sum of the individual Special Taxes to the original Parcel that was subdivided by recordation of the Final Map.

C. MAXIMUM SPECIAL TAX

1. Tax Zone 1

Table 1 below identifies the Maximum Special Tax for Taxable Property within Tax Zone 1 at CFD Formation and all Parcels that annex into Tax Zone 1 after CFD Formation.

**TABLE 1
TAX ZONE 1
MAXIMUM SPECIAL TAXES**

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2016-17 *</i>
Residential Property	\$0 per Unit
Other Property	\$10 per Acre
Undeveloped Property	\$10 per Acre

**On July 1, 2017, and on each July 1 thereafter, the Maximum Special Taxes shown in Table 1 above shall be increased by an amount equal to two percent (2%) of the amount in effect for the prior Fiscal Year.*

2. Additional Tax Zones

If property is annexed into the CFD and a separate Tax Zone is established for such property, Maximum Special Tax rates will be identified for Taxable Property in the new Tax Zone in the Unanimous Approval Form signed by the annexing property owner.

3. Changes to the Maximum Special Tax

Prior to the First Transfer Date, the Maximum Special Tax for a Parcel of Residential Property may be reduced *once* if the Administrator determines that the Maximum Special Tax for a Parcel of Residential Property would result in a total effective tax rate, including property tax, tax overrides, and other direct special taxes and assessments, greater than the percentage of the estimated sales price specified in the Purchase Agreement. Notwithstanding the forgoing, the Maximum Special Tax shall *not* be reduced for any Parcel if such a reduction reduces debt service coverage on outstanding Bonds below the Required Coverage.

The Special Tax reduction required pursuant to this section shall be made without a vote of the qualified electors in the CFD and shall be reflected in an amended Notice of Special Tax Lien against the Parcel in question which the CFD shall cause to be recorded by executing a certificate in substantially the form attached herein as Exhibit 1.

Pursuant to Section 53321 (d) of the Act, the Special Tax levied against a Parcel used for private residential purposes shall under no circumstances increase more than ten percent (10%) as a consequence of delinquency or default by the owner of any other Parcel or Parcels and shall, in no event, exceed the Maximum Special Tax in effect for the Fiscal Year in which the Special Tax is being levied.

D. METHOD OF LEVY OF THE SPECIAL TAX

Each Fiscal Year, the Administrator shall determine the Special Tax Requirement to be collected in that Fiscal Year, and the Special Tax shall be levied according to the steps outlined below.

- Step 1:** The Special Tax shall be levied Proportionately on each Parcel of Developed Property within the CFD up to 100% of the Maximum Special Tax for each Parcel for such Fiscal Year determined pursuant to Section C;
- Step 2:** If additional revenue is needed after Step 1, and after applying Capitalized Interest to the Special Tax Requirement, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property within the CFD, up to 100% of the Maximum Special Tax for Undeveloped Property for such Fiscal Year determined pursuant to Section C;
- Step 3:** If additional revenue is needed after applying the first two steps, the Special Tax shall be levied Proportionately on each Parcel of Association Property within the CFD, up to 100% of the Maximum Special Tax for Undeveloped Property for such Fiscal Year determined pursuant to Section C;

Step 4: If additional revenue is needed after applying the first three steps, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Excess Public Property, exclusive of property exempt from the Special Tax pursuant to Section F below, up to 100% of the Maximum Special Tax for Undeveloped Property for such Fiscal Year determined pursuant to Section C.

E. COLLECTION OF SPECIAL TAX

The Special Taxes for CFD No. 2016-1 shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that prepayments are permitted as set forth in Section G below and provided further that the Authority may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner, and may collect delinquent Special Taxes through foreclosure or other available methods.

The Special Tax shall be levied and collected until principal and interest on Bonds have been paid and Authorized Facilities have been completed. However, in no event shall a Special Tax be levied after Fiscal Year 2080-81.

F. EXEMPTIONS

Notwithstanding any other provision of this Amended RMA, no Special Tax shall be levied on any Parcel of Public Property at CFD Formation, except as otherwise provided in the Act. A separate amount of public acreage may be exempted each time property annexes into the CFD, and such additional exemption shall only apply to property within the annexation area. A Special Tax may be levied on Excess Public Property pursuant to Step 4 of Section D; however, a public agency may require that the special tax obligation on land conveyed to it that would be classified as Excess Public Property be prepaid pursuant to Section G below.

G. PREPAYMENT OF SPECIAL TAX

The following definitions apply to this Section G:

"Final Bond Sale" means, at any point in time, the last series of Bonds issued by the CFD, which issuance uses up virtually all of the remaining capacity available from the Maximum Special Tax revenues that can be generated within the CFD, as determined by the Authority. If additional Bonds are expected to be issued after outstanding Bonds retire, the "Final Bond Sale" may not be the last series of Bonds ever issued by the CFD, but instead the last sale of Bonds that can be issued before some or all of the outstanding Bonds retire.

"Outstanding Bonds" means all outstanding Bonds issued on behalf of the CFD prior to the date of prepayment, with the following exception: if a Special Tax has been levied against, or already paid by, an Assessor's Parcel making a prepayment, and a portion of the Special Tax will be used to pay a portion of the next principal payment on the Bonds that remain outstanding (as determined by the Administrator), that next principal payment shall be subtracted from the total Bond principal that remains outstanding, and

the difference shall be used as the amount of Outstanding Bonds for purposes of this prepayment formula.

The Special Tax obligation applicable to an Assessor's Parcel in the CFD may be prepaid and the obligation of the Assessor's Parcel to pay the Special Tax permanently satisfied as described herein, provided that a prepayment may be made only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Special Tax obligation shall provide the Authority with written notice of intent to prepay. Within 30 days of receipt of such written notice, the Authority or its designee shall notify such owner of the prepayment amount for such Assessor's Parcel.

1. Full Prepayment Prior to Final Bond Sale

As of the proposed date of prepayment, the Prepayment Amount shall be determined by application of the following steps:

- Step 1.** Compute the total Maximum Special Tax that could be collected from the Assessor's Parcel prepaying the Special Tax in the Fiscal Year in which prepayment would be received by the Authority.
- Step 2.** Estimate the bonding capacity based on the Maximum Special Tax determined in Step 1 and an assumed bond term of 30 years using, as the interest rate for the bonding capacity calculation, the greater of (i) the current interest rate as determined by the Administrator based on discussions with industry professionals or (ii) the average true interest cost (TIC) on the Outstanding Bonds as identified by the Administrator. Notwithstanding the foregoing, if at any point in time the Administrator determines that the Maximum Special Tax revenue that could be collected from Taxable Property after the proposed prepayment is less than 110% of debt service on Bonds that will remain outstanding after defeasance or redemption of Bonds from proceeds of the estimated prepayment, the amount of the prepayment shall be increased until the amount of Bonds defeased or redeemed is sufficient to reduce remaining annual debt service to a point at which 110% debt service coverage is realized.
- Step 3.** Determine the costs of computing the prepayment amount and the costs of recording any notices to evidence the prepayment (the "*Administrative Fees and Expenses*").
- Step 4.** The Special Tax prepayment is equal to the sum of the amounts computed pursuant to Steps 2 and 3 (the "*Prepayment Amount*").

2. Full Prepayment After Final Bond Sale

Prepayment must be made not less than 75 days prior to any redemption date for Bonds to be redeemed with the proceeds of such prepaid Special Taxes. The Prepayment Amount shall be calculated as follows: (capitalized terms as defined below):

	Bond Redemption Amount
plus	Redemption Premium
plus	Defeasance Requirement
plus	Administrative Fees and Expenses
<u>less</u>	<u>Reserve Fund Credit</u>
equals	Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount shall be determined by application of the following steps:

- Step 1.** Compute the total Maximum Special Tax that could be collected from the Assessor's Parcel prepaying the Special Tax in the Fiscal Year in which prepayment would be received by the Authority.
- Step 2.** Divide the Maximum Special Tax from Step 1 by the Maximum Special Tax revenues that could be collected in that Fiscal Year.
- Step 3.** Multiply the quotient computed pursuant to Step 2 by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (*the "Bond Redemption Amount"*).
- Step 4.** Multiply the Bond Redemption Amount computed pursuant to Step 3 by the applicable redemption premium, if any, on the Outstanding Bonds to be redeemed (*the "Redemption Premium"*).
- Step 5.** Compute the amount needed to pay interest on the Bond Redemption Amount starting with the first Bond interest payment date after which the prepayment has been received until the earliest redemption date for the Outstanding Bonds. However, if Bonds are callable at the first interest payment date after the prepayment has been received, Steps 5, 6 and 7 of this prepayment formula will not apply.
- Step 6.** Compute the amount of interest the Authority reasonably expects to derive from reinvestment of the Bond Redemption Amount plus the Redemption Premium from the first Bond interest payment date after which the prepayment has been received until the redemption date for the Outstanding Bonds.
- Step 7.** Take the amount computed pursuant to Step 5 and subtract the amount computed pursuant to Step 6 (*the "Defeasance Requirement"*).
- Step 8.** Determine the costs of computing the prepayment amount, the costs of redeeming Bonds, and the costs of recording any notices to evidence the prepayment and the redemption (*the "Administrative Fees and Expenses"*).
- Step 9.** If and to the extent so provided in the indenture pursuant to which the Outstanding Bonds to be redeemed were issued, a reserve fund credit shall be

calculated as a reduction in the applicable reserve fund for the Outstanding Bonds to be redeemed pursuant to the prepayment (the "*Reserve Fund Credit*").

Step 10. The Special Tax prepayment is equal to the sum of the amounts computed pursuant to Steps 3, 4, 7, and 8, less the amount computed pursuant to Step 9 (the "*Prepayment Amount*").

3. *Partial Prepayments*

A partial prepayment may be made in an amount equal to any percentage of full prepayment desired by the party making a partial prepayment, except that the full amount of administrative fees and expenses determined in Step 3 of Section G.1 or Step 8 of Section G.2 shall be included in the partial prepayment. The Maximum Special Tax that can be levied on an Assessor's Parcel after a partial prepayment is made is equal to the Maximum Special Tax that could have been levied prior to the prepayment, reduced by the percentage of a full prepayment (less the amount collected for administrative fees and expenses) that the partial prepayment (less the amount collected for administrative fees and expenses) represents, all as determined by or at the direction of the Administrator.

H. INTERPRETATION OF SPECIAL TAX FORMULA

The Authority reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the Authority's discretion. Interpretations may be made by the Authority by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Amended RMA.

I. APPEAL OF SPECIAL TAX LEVY

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the Administrator not later than one calendar year after having paid the Special Tax that is disputed. The Administrator shall promptly review the appeal and, if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and decide the appeal. If the property owner disagrees with the Administrator's decision relative to the appeal, the owner may then file a written appeal with the Board whose subsequent decision shall be binding. If the decision of the Administrator (if the appeal is not filed with the Board) or the Board (if the appeal is filed with the Board) requires the Special Tax to be modified or changed in favor of the property owner, no cash refund shall be made for prior years' Special Tax levies, but an adjustment shall be made to the next Special Tax levy(ies). This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

EXHIBIT 1

RIVER ISLANDS PUBLIC FINANCING AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2016-1
(RIVER ISLANDS SUPPLEMENTAL)

CERTIFICATE OF MODIFICATION OF SPECIAL TAX

1. Pursuant to Section C.3 of the Amended Rate and Method of Apportionment of Special Tax (the "Amended Rate and Method") for the River Islands Public Financing Authority Community Facilities District No. 2016-1 (River Islands Supplemental) ("CFD No. 2016-1"), the Maximum Special Tax for a Parcel of Residential Property within CFD No. 2016-1 has been modified as follows:

Assessor's Parcel Number	Maximum Special Tax Fiscal Year 2016-17 *
XXX-XX-XXX	\$[] per Unit

** On July 1, 2017, and on each July 1 thereafter, the Maximum Special Taxes shown in the table above shall be increased by an amount equal to two percent (2%) of the amount in effect for the prior Fiscal Year.*

2. The Maximum Special Tax for Residential Property may only be modified prior to the First Transfer Date (i.e., the date of the first transfer of ownership to a private homeowner after a building permit for new construction was issued).
3. Upon execution of this Certificate by CFD No. 2016-1, CFD No. 2016-1 shall cause an amended notice of Special Tax lien for CFD No. 2016-1 to be recorded reflecting the modifications set forth herein.

The undersigned acknowledges receipt of this certificate and of the modification of the Maximum Special Tax as set forth in this Certificate. Capitalized undefined terms used herein have the meanings ascribed thereto in the Amended Rate and Method.

River Islands Public Financing Authority
Community Facilities District No. 2016-1 (River Islands Supplemental)

By: _____ Date: _____

EXHIBIT C

RIVER ISLANDS PUBLIC FINANCING AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2016-1
(RIVER ISLANDS SUPPLEMENTAL)

MAXIMUM SPECIAL TAXES FOR ZONE 3 OF THE CFD

The table below identifies the Maximum Special Tax for Taxable Property within Tax Zone 3 and all Parcels that annex into Tax Zone 3.

TAX ZONE 3
MAXIMUM SPECIAL TAXES

<i>Type of Property</i>	<i>Maximum Special Tax Fiscal Year 2016-17 *</i>
Residential Property	\$5,000 per Unit
Other Property	\$0 per Acre
Undeveloped Property	\$0 per Acre

* *On July 1, 2017, and on each July 1 thereafter, the Maximum Special Taxes shown in Table 1 above shall be increased by an amount equal to two percent (2%) of the amount in effect for the prior Fiscal Year.*

EXHIBIT D

RIVER ISLANDS PUBLIC FINANCING AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2016-1
(RIVER ISLANDS SUPPLEMENTAL)
ANNEXATION NO. 11

ASSESSOR'S PARCEL NUMBER(S) AND OWNER(S) OF LAND WITHIN
ANNEXATION NO. 11 TO RIVER ISLANDS PUBLIC FINANCING AUTHORITY
COMMUNITY FACILITIES DISTRICT NO. 2016-1
(RIVER ISLANDS SUPPLEMENTAL)

Name(s) of Property Owner(s)	San Joaquin County Assessor's Parcel No.
River Islands Stage 2A, LLC	210-570-01

OWNERS STATEMENT

THE UNDERSIGNED, DOES HEREBY STATE THAT THEY ARE THE OWNERS OF ALL THE LAND DELINEATED AND DESCRIBED WITHIN THE EXTERIOR BOUNDARY LINE OF THE HEREIN EMBODIED FINAL MAP ENTITLED, "TRACT 4115, RIVER ISLANDS, STAGE 2A, VILLAGE CC (WEST), FOR CONDOMINIUM PURPOSES", CITY OF LATHROP, CALIFORNIA, CONSISTING OF EIGHTEEN (18) STRIPS OF LAND AS SHOWN ON THIS FINAL MAP ENTITLED "TRACT 4022 (43 MAP 136) FOR CONDOMINIUM PURPOSES" RECORDED IN SAN JOAQUIN COUNTY, CALIFORNIA.

- 1. A NON-EXCLUSIVE EASEMENT TO THE CITY OF LATHROP, TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN, SANITARY SEWER FACILITIES AND THEIR APPURTENANCES, UPON, OVER AND UNDER THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS "PUBLIC UTILITY EASEMENT" (P.U.E.)
2. A NON-EXCLUSIVE EASEMENT TO THE CITY OF LATHROP, TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN, SANITARY SEWER FACILITIES AND THEIR APPURTENANCES, UPON, OVER AND UNDER THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS "SANITARY SEWER EASEMENT" (S.S.E.)
3. A NON-EXCLUSIVE EASEMENT TO THE CITY OF LATHROP, TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN, DOMESTIC WATERLINE FACILITIES AND THEIR APPURTENANCES, UPON, OVER AND UNDER THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS "WATERLINE EASEMENT" (W.L.E.)
4. A NON-EXCLUSIVE EASEMENT TO THE CITY OF LATHROP, FOR EMERGENCY VEHICLE ACCESS PURPOSES OVER THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS "EMERGENCY VEHICLE ACCESS EASEMENT" (E.V.A.E.)

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES TO THE CITY OF LATHROP, PARCEL A FOR PURPOSES OF OPEN SPACE, INCLUDING PUBLIC UTILITIES, STORM DRAIN FACILITIES, FENCE MAINTENANCE, AND APPURTENANCES THEREOF, FOR THE BENEFIT OF THE PUBLIC, 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 BOUNDARY UPON THIS MAP, HEREBY ARE DEDICATED TO THE CITY OF LATHROP.

OWNER: RIVER ISLANDS STAGE 2A, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: SUSAN BELL'ROSSO, PRESIDENT, DATE: _____

TRUSTEES STATEMENT

DATED THIS _____ DAY OF _____, 2022. OLD REPUBLIC TITLE COMPANY, AS TRUSTEE, UNDER THE DEED OF TRUST RECORDED DECEMBER 22, 2016, IN SAN JOAQUIN COUNTY, CALIFORNIA, WITH THE COUNTY CLERK'S OFFICE, RECORDS NUMBER 2016-046005, AND AS AMENDED IN DOCUMENT RECORDED DECEMBER 26, 2017 AS DOCUMENT NUMBER 2017-046005, AND AS AMENDED IN DOCUMENT RECORDED APRIL 13, 2020 AS DOCUMENT NUMBER 2020-046005, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

BY: _____, NAME: _____, TITLE: _____

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

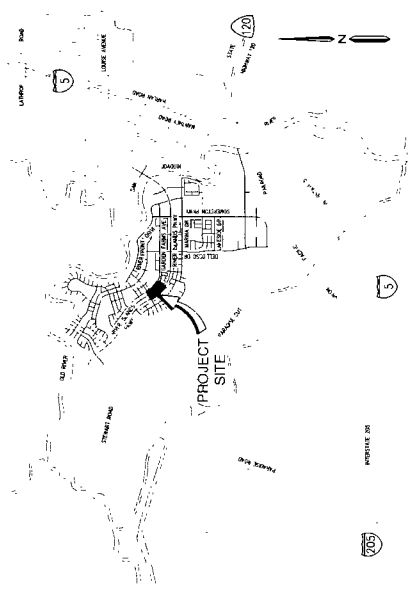
ON _____, 2022 BEFORE ME, _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/HER AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/HER SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT. WITNESS MY HAND.

SIGNATURE: _____, NAME (PRINT): _____, TITLE: _____, MY COMMISSION NUMBER: _____, MY COMMISSION EXPIRES: _____

TRACT 4115 RIVER ISLANDS - STAGE 2A VILLAGE CC (WEST) FOR CONDOMINIUM PURPOSES

A POSITION OF RANCHO EL PESCADERO, BEING A SUBDIVISION OF PARCEL L OF TRACT 4022 (43 MAP 136) CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA MARCH, 2022



VICINITY MAP NOT TO SCALE

CITY ENGINEERS 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 4115, RIVER ISLANDS, STAGE 2A, VILLAGE CC (WEST), FOR CONDOMINIUM PURPOSES, CITY OF LATHROP, CALIFORNIA, AND THAT THE SUBMISSION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE AMENDED KESTING TENTATIVE MAP NO. 3894, 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 KESTING TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2022

GLENN GERHARDT, R.C.E. 34861 CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA



SECRETARY OF THE PLANNING COMMISSIONS STATEMENT

THIS MAP CONFORMS TO KESTING TENTATIVE MAP NO. 3894 APPROVED BY THE PLANNING COMMISSION DATED THIS _____ DAY OF _____, 2022

MARK WIESLER, COMMUNITY DEVELOPMENT DIRECTOR CITY OF LATHROP

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2022, AT _____ OF MAPS AND PLATS, AT PAGE _____, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.

STEVE J. BOSTON, 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

TRACT 4115 RIVER ISLANDS - STAGE 2A VILLAGE CC (WEST) FOR CONDOMINIUM PURPOSES NUMBER OF CONDOMINIUMS NOT TO EXCEED 108 UNITS

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 1 OF TRACT 4027 (43 MAP 136)
IN SAN JUAN COUNTY, CALIFORNIA
MARCH, 2022



CITY SURVEYOR'S STATEMENT

I, DARRYL A. ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF TRACT 4115, RIVER ISLANDS-STAGE 2A, VILLAGE CC (WEST), FOR CONDOMINIUM PURPOSES, CITY OF LATHROP, CALIFORNIA, AND I AM SATISFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2022.

DARRYL A. ALEXANDER, P.L.S. NO. 5071
ACTING CITY SURVEYOR



SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF RIVER ISLANDS DEVELOPMENT, LLC. ON SEPTEMBER 12, 2017, I HEREBY STATE ALL THE MONUMENTS ARE OF THE CHARACTER AND LOCATION POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2022, AND THAT THE MONUMENTS WILL BE SET IN THOSE POSITIONS AND THAT THE MONUMENTS WILL BE RE-TRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2022.

DIYAN CRAWFORD, P.L.S. NO. 7788



SIGNATURE OMISSIONS

PURSUANT TO SECTION 6630.6 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 2001-06177, S.J.C.R.

REFERENCES

- (R1) TRACT 3008, RIVER ISLANDS, STAGE 2A, LARGE LOT FINAL MAP, FILED SEPTEMBER 20, 2018, IN BOOK 43 MAPS AND PLATS, PAGE 52, S.J.C.R. (43 MAP 52)
- (R2) TRACT 3999, RIVER ISLANDS, STAGE 2A, VILLAGE V FINAL MAP, FILED MARCH 27, 2019, IN BOOK 43 MAPS AND PLATS, PAGE 78, S.J.C.R. (43 MAP 78)
- (R3) TRACT 3989, RIVER ISLANDS, STAGE 2A, VILLAGE U FINAL MAP, FILED NOVEMBER 2, 2018, IN BOOK 43 MAPS AND PLATS, PAGE 54, S.J.C.R. (43 MAP 54)
- (R4) TRACT 3990, RIVER ISLANDS, STAGE 2A, VILLAGE U FINAL MAP, FILED OCTOBER 2, 2019, IN BOOK 43 MAPS AND PLATS, PAGE 105, S.J.C.R. (43 MAP 105)
- (R5) TRACT 4022, RIVER ISLANDS, STAGE 2A, VILLAGE CC FINAL MAP, FILED JULY 7, 2020, IN BOOK 43 MAPS AND PLATS, PAGE 136, S.J.C.R. (43 MAP 136)
- (R6) PARCEL MAP 19-01-PM, RIVER ISLANDS STAGE 2A VILLAGE Y, FILED SEPTEMBER 25, 2019, IN BOOK 28 OF PARCEL MAPS AT PAGE 147, S.J.C.R. (28 PM 147)
- (R7) TRACT 3997, RIVER ISLANDS, STAGE 2A, VILLAGE Y FINAL MAP, FILED JUNE 28, 2019, IN BOOK 43 MAPS AND PLATS, PAGE 94, S.J.C.R. (43 MAP 94)
- (R8) TRACT 4015, RIVER ISLANDS, STAGE 2A, VILLAGE W FINAL MAP, FILED OCTOBER 18, 2019, IN BOOK 43 MAPS AND PLATS, PAGE 106, S.J.C.R. (43 MAP 106)

NOTES

1. RIGHT TO FARM STATEMENT:
PER CITY OF LATHROP MUNICIPAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15.46.04, THE CITY OF LATHROP PERMITS OPERATION OF PROPERLY CONDUCTED AGRICULTURAL OPERATIONS WITHIN THE CITY LIMITS, INCLUDING THOSE THAT UTILIZE FERTILIZERS AND PESTICIDES. YOU ARE HEREBY NOTICED THAT THE PROPERTY YOU ARE PURCHASING MAY BE LOCATED CLOSE TO AGRICULTURAL OPERATIONS. YOU SHOULD BE AWARE OF THE POTENTIAL FOR DISCOMFORT ARISING FROM THE LAIDL AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTICIDES, INCLUDING HARVESTING, BURNING OF AGRICULTURAL WASTE PRODUCTS, CULTIVATION, PLOWING, SPRAYING, IRRIGATION, PRUNING, 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, DISCOMFORT MAY BE EXPERIENCED FROM AGRICULTURAL OPERATIONS LOCATED OUTSIDE THE CITY'S JURISDICTION. A SOILS REPORT ENTITLED "GEOCHEMICAL EVALUATION, RIVER ISLANDS PHASE 1, LATHROP, CALIFORNIA," REFERRED AS PROJECT NO. 50445 001.01 AND DATED JULY 29, 2005, HAS BEEN PREPARED FOR THIS PROJECT BY ENGeo, INCORPORATED, JOSSEF J. TOTTLE, D.E. NO. 2677, AND IS ON FILE WITH THE CITY OF LATHROP.
2. TRACT 4115, RIVER ISLANDS, STAGE 2A, VILLAGE CC (WEST), FOR CONDOMINIUM PURPOSES, CONTAINS 1 LOT FOR CONDOMINIUM PURPOSES, CONTAINING 8.38 ACRES, MORE OR LESS, INCLUDING RIGHT OF WAYS AS SHOWN ON SAID MAP HEREIN. (PLEASE REFER TO THE AREA SUMMARY TABLE BELOW)

TRACT 4115 AREA SUMMARY	
LOT 1	7.56 AC±
PARCEL A	1.82 AC±
TOTAL	9.38 AC±

4. LOT 1 OF THIS TRACT MAP IS FOR CONDOMINIUM PURPOSES AS DEFINED BY SECTION 4125 OF THE CALIFORNIA CIVIL CODE, THAT WILL CONTAIN 108 UNITS.
5. BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT ORDER NUMBER 161402150-LR (VERSION 2), DATED JANUARY 24, 2022, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

TRACT 4115

RIVER ISLANDS - STAGE 2A

VILLAGE CC (WEST)

FOR CONDOMINIUM PURPOSES

NUMBER OF CONDOMINIUMS NOT TO EXCEED 108 UNITS

A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 1 OF TRACT 4022 (R5)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
MARCH, 2022



SCALE 1" = 100'

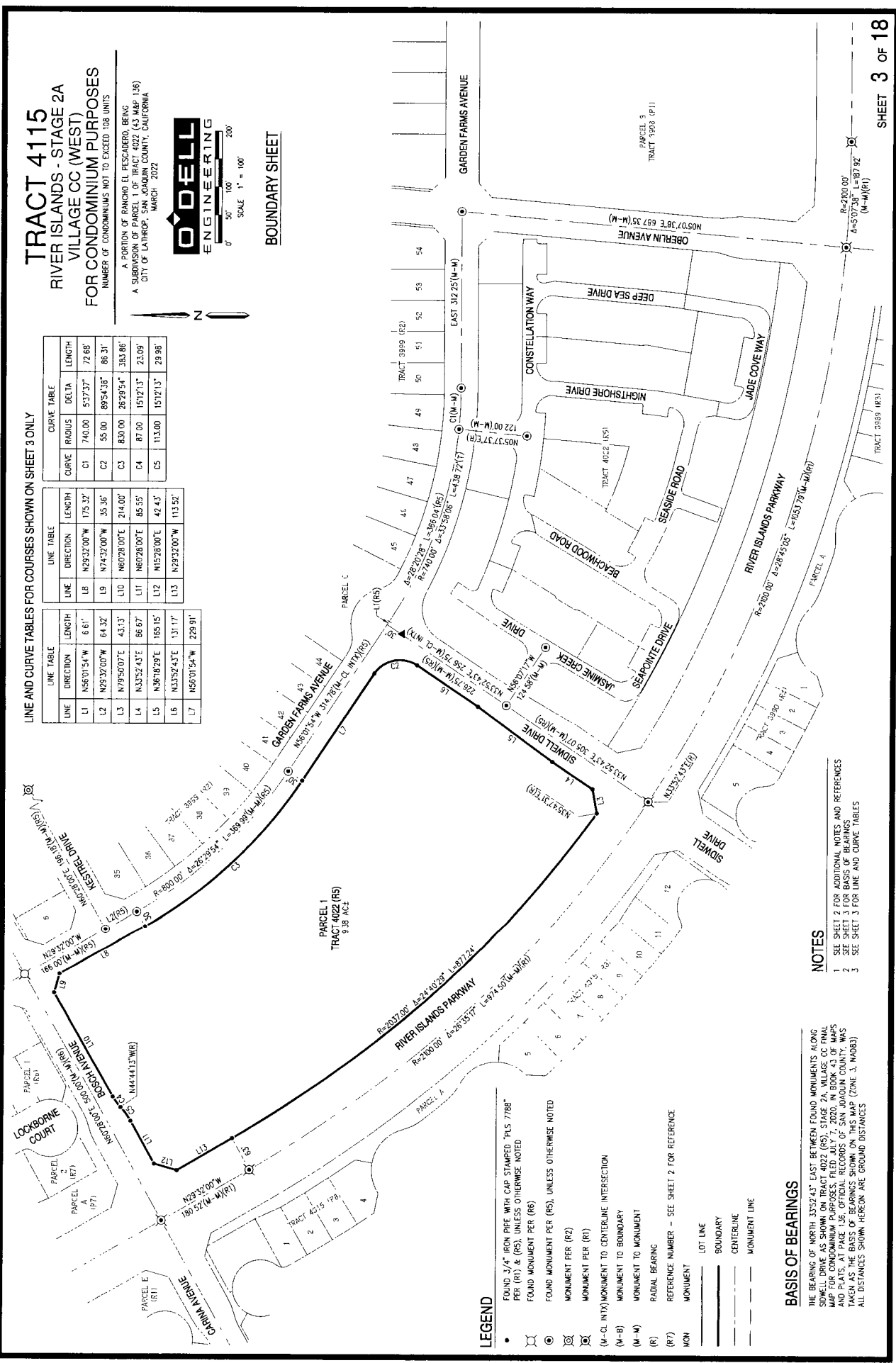
BOUNDARY SHEET

LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEET 3 ONLY

LINE	DIRECTION	LENGTH
L1	N56°01'54"W	6.61'
L2	N49°32'00"W	64.32'
L3	N79°50'07"E	43.13'
L4	N33°52'43"E	86.67'
L5	N86°16'29"E	165.15'
L6	N43°32'43"E	131.17'
L7	N65°01'54"W	229.91'

LINE	DIRECTION	LENGTH
L8	N29°32'00"W	175.37'
L9	N74°32'00"W	35.36'
L10	N60°28'00"E	214.00'
L11	N60°28'00"E	65.55'
L12	N15°28'00"E	42.43'
L13	N29°32'00"W	113.52'

CURVE	RADIUS	DELTA	LENGTH
C1	740.00'	53°37'37"	72.68'
C2	55.00'	89°54'36"	86.31'
C3	830.00'	28°29'54"	363.86'
C4	87.00'	151°21'13"	23.09'
C5	113.00'	151°21'13"	29.96'



- #### NOTES
- SEE SHEET 2 FOR ADDITIONAL NOTES AND REFERENCES
 - SEE SHEET 3 FOR BASIS OF BEARINGS
 - SEE SHEET 3 FOR LINE AND CURVE TABLES

BASIS OF BEARINGS

THE BEARING OF NORTH 3352'43" EAST BETWEEN FOUND MONUMENTS ALONG SOWELL DRIVE AS SHOWN ON TRACT 4022 (R5), STAGE 2A, VILLAGE CC FINAL MAP FOR CONDOMINIUM PURPOSES, FILED JULY 7, 2020, IN BOOK 43 OF MAPS AND PLATS, AT PAGE 106, OPTICAL RECORDS OF SAN JOAQUIN COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP (ZONE 3, NAD83). ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

- #### LEGEND
- FOUND 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788" PER (R1) & (R5), UNLESS OTHERWISE NOTED
 - FOUND MONUMENT PER (R6)
 - FOUND MONUMENT PER (R5), UNLESS OTHERWISE NOTED
 - MONUMENT PER (R2)
 - MONUMENT PER (R1)
 - (M-CL INTX) MONUMENT TO CENTERLINE INTERSECTION
 - (M-B) MONUMENT TO BOUNDARY
 - (M-M) MONUMENT TO MONUMENT
 - (R) RADIAL BEARING
 - REFERENCE NUMBER - SEE SHEET 2 FOR REFERENCE
 - MON MONUMENT
 - LOT LINE
 - BOUNDARY
 - CENTERLINE
 - MONUMENT LINE

TRACT 4115
RIVER ISLANDS - STAGE 2A
VILLAGE CC (WEST)
FOR CONDOMINIUM PURPOSES
 NUMBER OF CONDOMINIUMS NOT TO EXCEED 108 UNITS

A PORTION OF RANCHO EL PESCADERO, BEING
 A SUBDIVISION OF PARCEL 7 OF TRACT 4027 (43 MAP 196)
 CITY OF LARCHMONT, SAN BERNARDINO COUNTY, CALIFORNIA
 MARCH, 2022

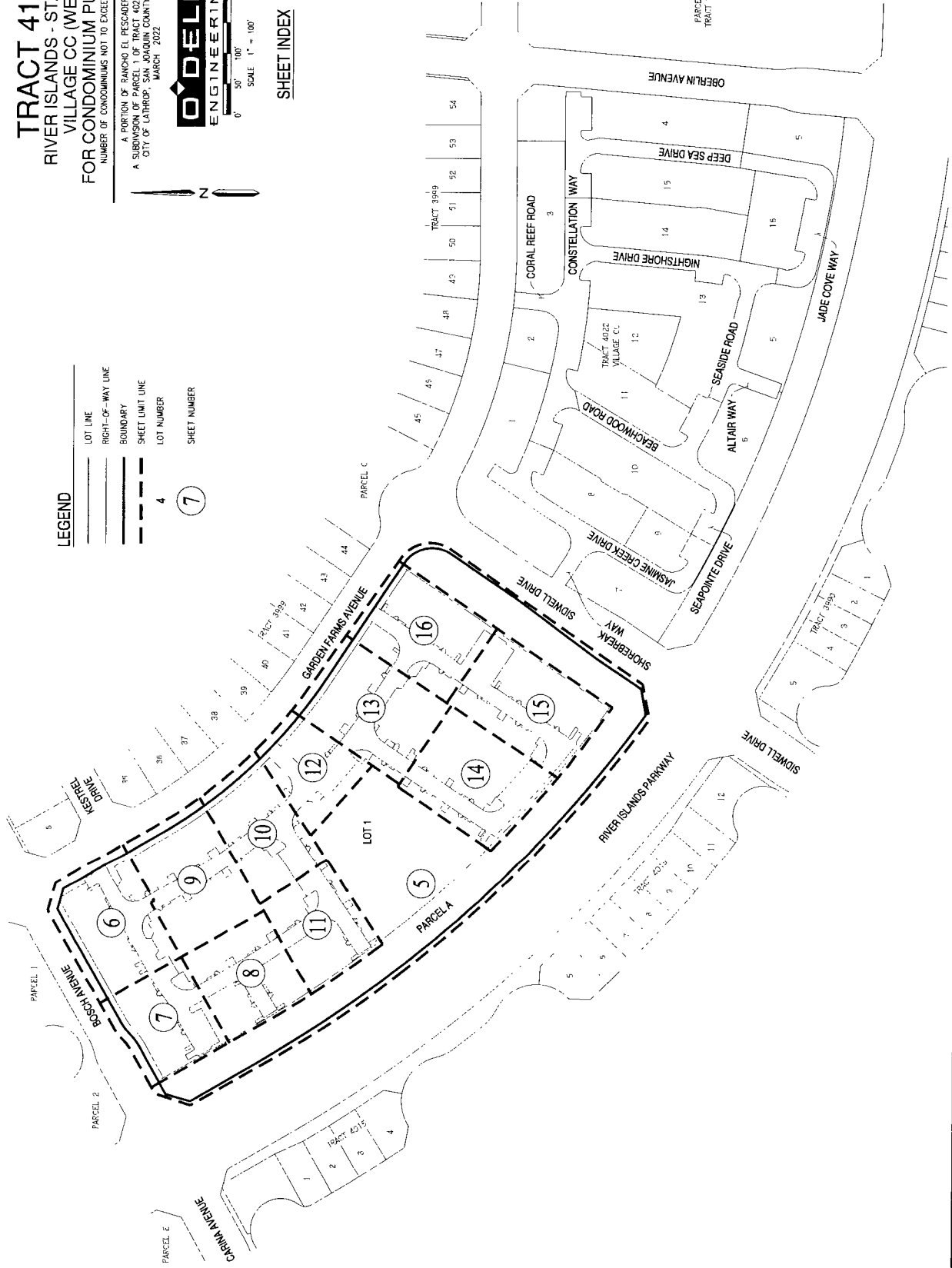


0' 50' 100' 200'
 SCALE 1" = 100'

SHEET INDEX

LEGEND

- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY
- SHEET LIMIT LINE
- LOT NUMBER
- SHEET NUMBER



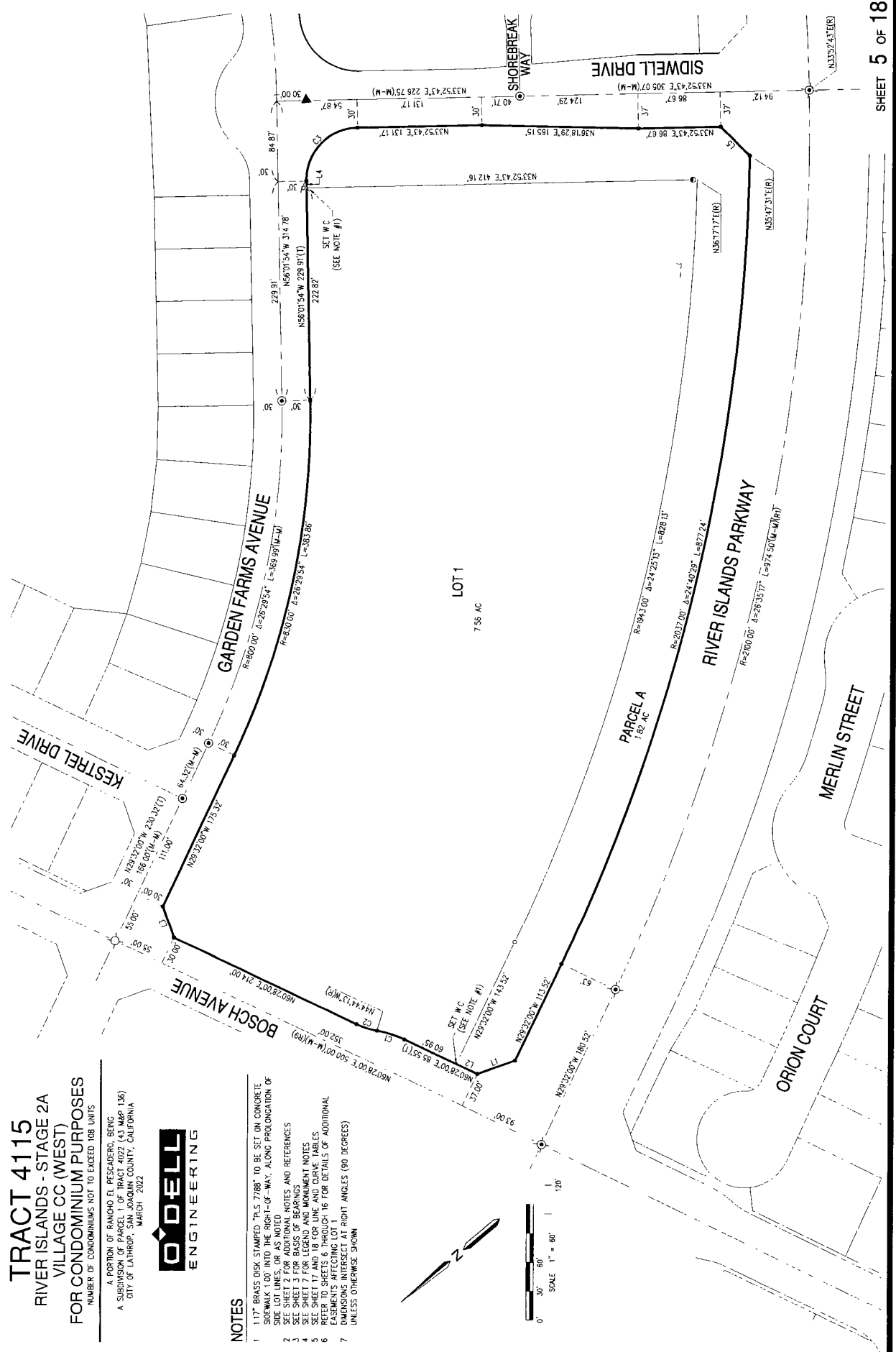
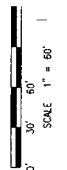
TRACT 4115
RIVER ISLANDS - STAGE 2A
VILLAGE CC (WEST)
FOR CONDOMINIUM PURPOSES
 NUMBER OF CONDOMINIUMS NOT TO EXCEED 108 UNITS

A PORTION OF RANCHO EL PESCADERO, BEING
 A SUBDIVISION OF PARCEL 1 OF TRACT 4022 (43 MAP 136)
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
 MARCH 2022



NOTES

- 1 117" BRASS DISK STAMPED "PLS 7188" TO BE SET ON CONCRETE SIDEWALK 1'00" INTO THE RIGHT-OF-WAY, ALONG PROLONGATION OF SIDE LOT LINES, OR AS NOTED
- 2 SEE SHEET 2 FOR ADDITIONAL NOTES AND REFERENCES
- 3 SEE SHEET 3 FOR ADDITIONAL NOTES AND REFERENCES
- 4 SEE SHEET 7 FOR LEGEND, DIMENSION TABLES AND NOTES
- 5 SEE SHEET 17 AND 18 FOR LINE AND CURVE TABLES
- 6 REFER TO SHEETS 6 THROUGH 16 FOR DETAILS OF ADDITIONAL EASEMENTS AFFECTING LOT 1
- 7 DIMENSIONS INTERSECT AT RIGHT ANGLES (90 DEGREES) UNLESS OTHERWISE SHOWN



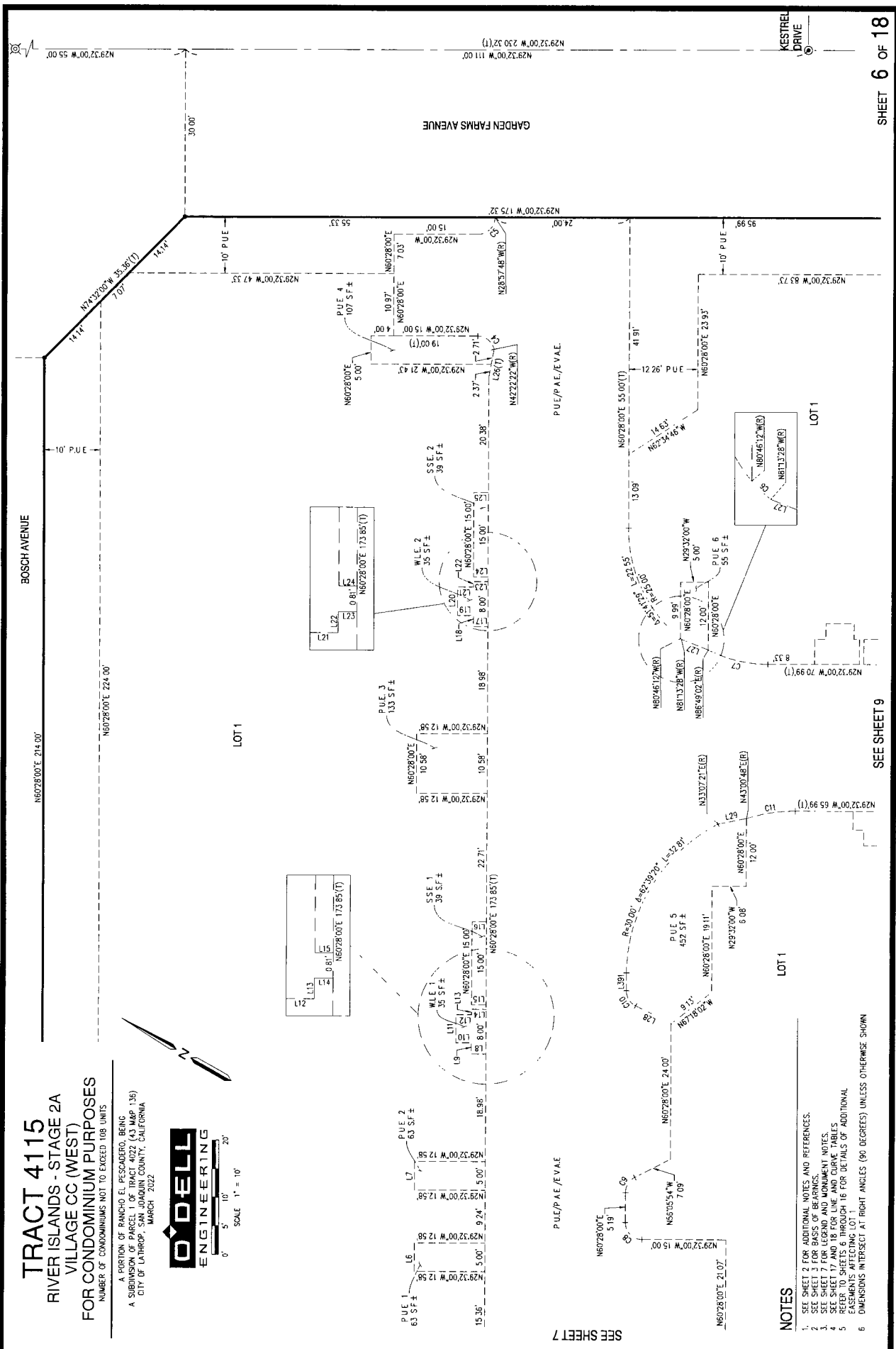
TRACT 4115
RIVER ISLANDS - STAGE 2A
VILLAGE CC (WEST)
FOR CONDOMINIUM PURPOSES

NUMBER OF CONDOMINIUMS NOT TO EXCEED 108 UNITS

A PORTION OF RANCHO EL PESCADERO, BEING
 A SUBDIVISION OF PARCEL 1 OF TRACT 4122 (4.3 MAP 135)
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
 MARCH 2022



SCALE 1" = 10'



SEE SHEET 7

SEE SHEET 9

NOTES

1. SEE SHEET 3 FOR ADDITIONAL NOTES AND REFERENCES.
2. SEE SHEET 3 FOR BASIS OF BEARINGS.
3. SEE SHEET 7 FOR LEGEND AND MONUMENT NOTES.
4. SEE SHEET 17 AND 18 FOR LINE AND CURVE TABLES.
5. REFER TO SHEETS 6 THROUGH 16 FOR DETAILS OF ADDITIONAL EASEMENTS AFFECTING LOT.
6. DIMENSIONS INTERSECT AT RIGHT ANGLES (90 DEGREES) UNLESS OTHERWISE SHOWN.

TRACT 4115
RIVER ISLANDS - STAGE 2A
VILLAGE CC (WEST)
FOR CONDOMINIUM PURPOSES
 NUMBER OF CONDOMINIUMS NOT TO EXCEED 108 UNITS

A PORTION OF RANCHO CL RESERVOIR, BEING
 A SUBDIVISION OF PARCEL 1 OF TRACT 4022 (AS MAP 118)
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
 MARCH 2022

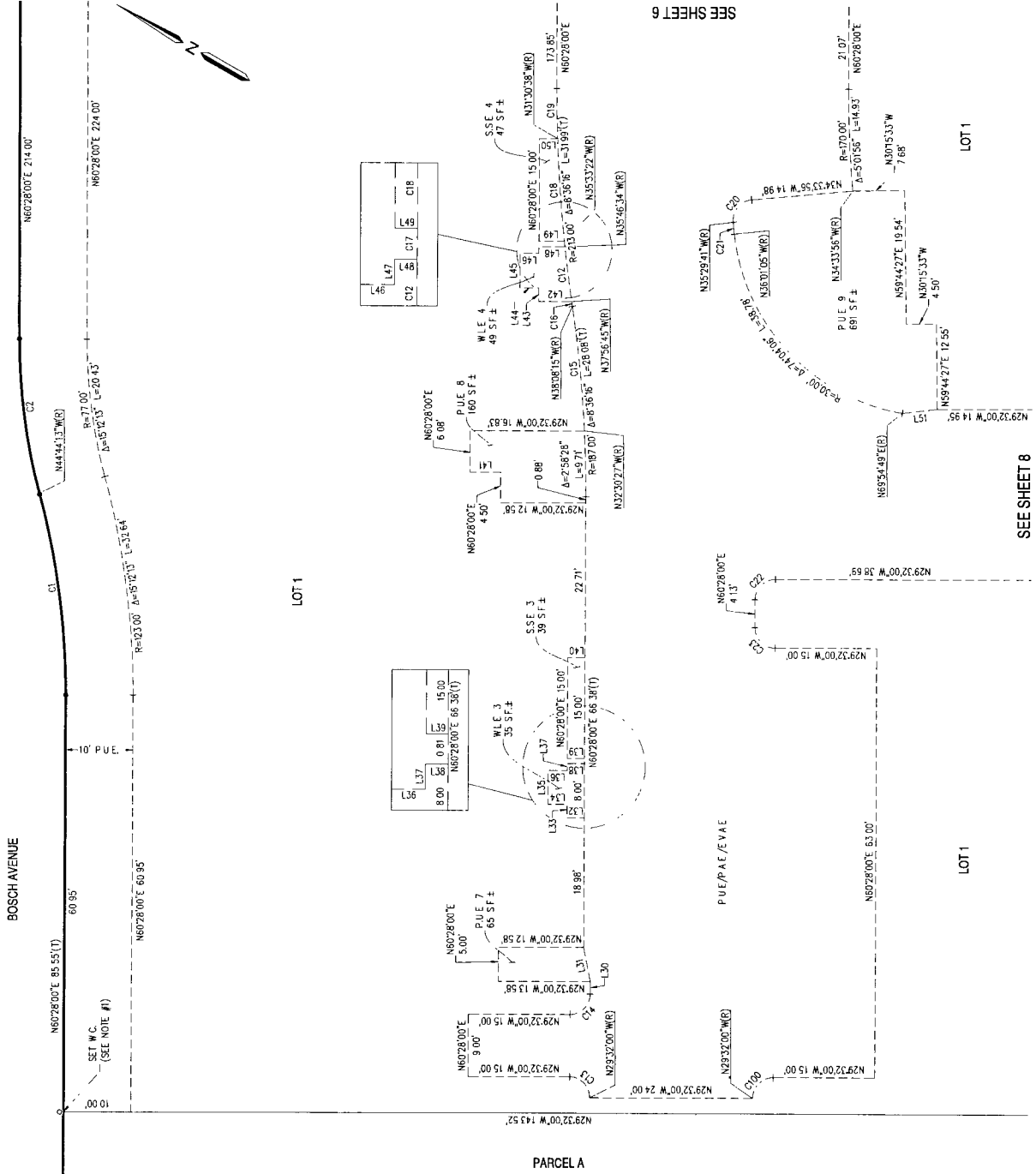


LEGEND

- ⊙ FOUND MONUMENT WELL STAMPED "PLS 7788" PER (R5)
- SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788", 3" W.C. ALONG PROPERTY LINE
- ⊗ FOUND MONUMENT PER (R2)
- ⊗ FOUND MONUMENT PER (R1)
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" TO BE SET PER (R1) & (R5)
- △ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R5)
- 200.00 (R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2
- (M-M) MONUMENT TO MONUMENT
- (M-B) MONUMENT TO BOUNDARY
- (T) TOTAL
- (R) RADIAL
- E.V.A.E. EMERGENCY VEHICLE ACCESS EASEMENT
- P.A.E. PUBLIC ACCESS EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- S.S.E. SANITARY SEWER EASEMENT
- W.L.E. WATERLINE EASEMENT
- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY
- EASEMENT LINE
- MONUMENT LINE

NOTES

- 1 117" BRASS DISK STAMPED "PLS 7788" TO BE SET ON CONCRETE SIDEWALK 1.00' INTO THE RIGHT-OF-WAY, ALONG PROLONGATION OF SIDE LOT LINES, OR AS NOTED
- 2 SEE SHEET 2 FOR ADDITIONAL NOTES AND REFERENCES
- 3 SEE SHEET 3 FOR BASIS OF BEARINGS
- 4 BEARINGS ARE SET 17' AND 18' FOR LINE AND CURVE TABLES
- 5 SEE SHEET 16 FOR DETAILS OF ADDITIONAL EASEMENTS AFFECTING LOT 1
- 6 DIMENSIONS INTERSECT AT RIGHT ANGLES (90 DEGREES) UNLESS OTHERWISE SHOWN.



SEE SHEET 6

SEE SHEET 8

TRACT 4115
RIVER ISLANDS - STAGE 2A
VILLAGE CC (WEST)
FOR CONDOMINIUM PURPOSES
 NUMBER OF CONDOMINIUMS NOT TO EXCEED 108 UNITS

A PORTION OF RANCHO EL PESCADERO, BEING
 A SUBDIVISION OF PARCEL 1 OF TRACT 4022 (43 MAP 136)
 SAN DIEGO COUNTY, CALIFORNIA
 CITY OF LA JOLLA
 MAP 0202



SCALE 1" = 10'

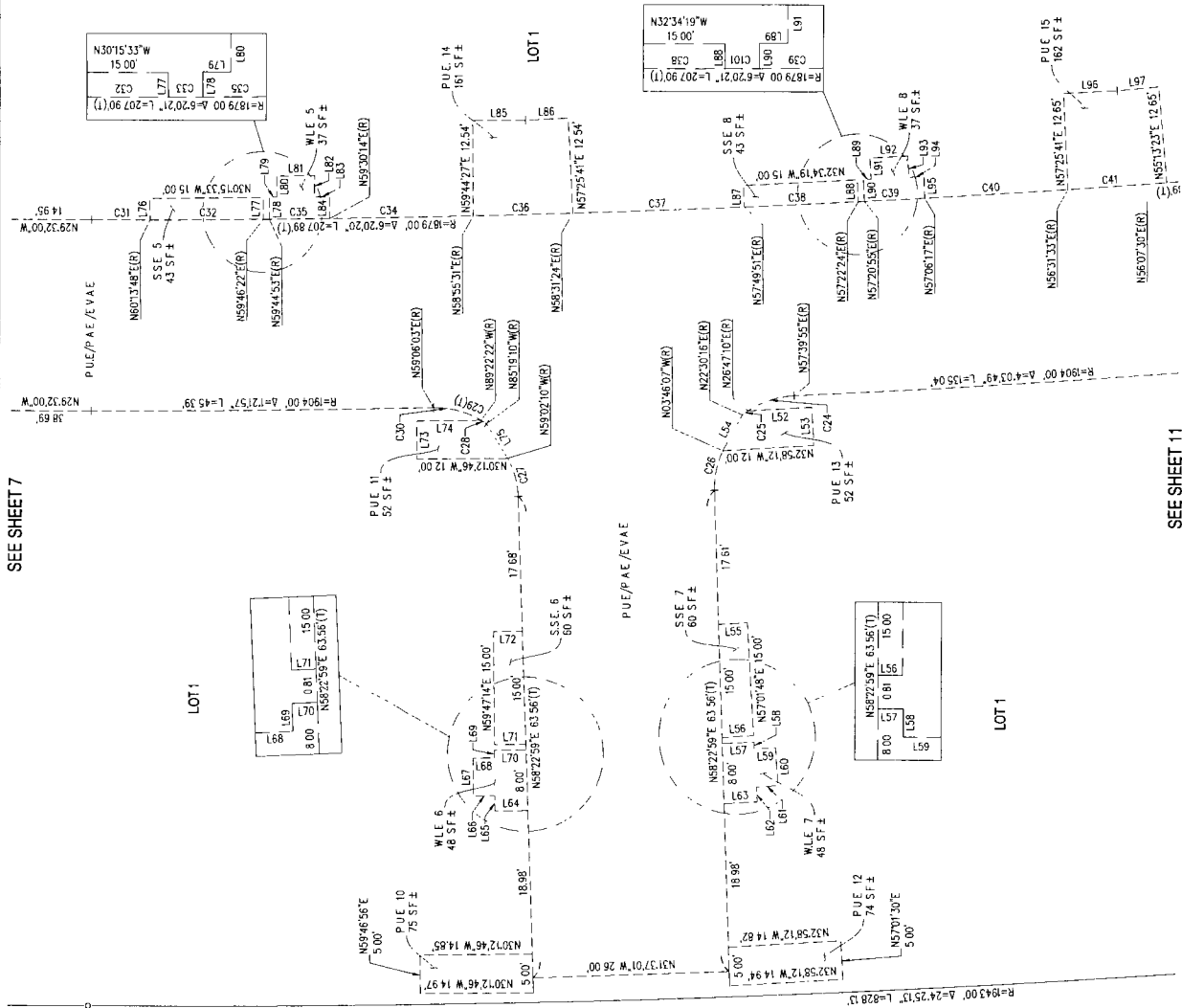


LEGEND

- ⊙ FOUND MONUMENT WELL STAMPED "PLS 7788" PER (R5)
- SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788", 3" W.C. ALONG PROPERTY LINE
- ⊗ FOUND MONUMENT PER (R2)
- ⊗ FOUND MONUMENT PER (R1)
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" TO BE SET PER (R1) & (R5)
- △ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R6)
- 200.00'(R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2
- (M-W) MONUMENT TO MONUMENT
- (M-B) MONUMENT TO BOUNDARY
- (T) TOTAL
- (R) RADIAL
- E.V.A.E. EMERGENCY VEHICLE ACCESS EASEMENT
- P.A.E. PUBLIC ACCESS EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- S.S.E. SANITARY SEWER EASEMENT
- W.L.E. WATERLINE EASEMENT
- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY
- EASEMENT LINE
- MONUMENT LINE

NOTES

1. SEE SHEET 2 FOR ADDITIONAL NOTES AND REFERENCES.
2. SEE SHEET 3 FOR EASEMENT SCHEDULES.
3. SEE SHEET 37 AND 118 FOR CURVE TABLES.
4. REFER TO SHEETS 6 THROUGH 16 FOR DETAILS OF ADDITIONAL EASEMENTS AFFECTING LOT 1.
5. DIMENSIONS INTERSECT AT RIGHT ANGLES (90 DEGREES) UNLESS OTHERWISE SHOWN.

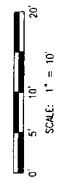


PARCEL A

TRACT 4115
RIVER ISLANDS - STAGE 2A
VILLAGE CC (WEST)
FOR CONDOMINIUM PURPOSES

NUMBER OF CONDOMINIUMS NOT TO EXCEED 108 UNITS

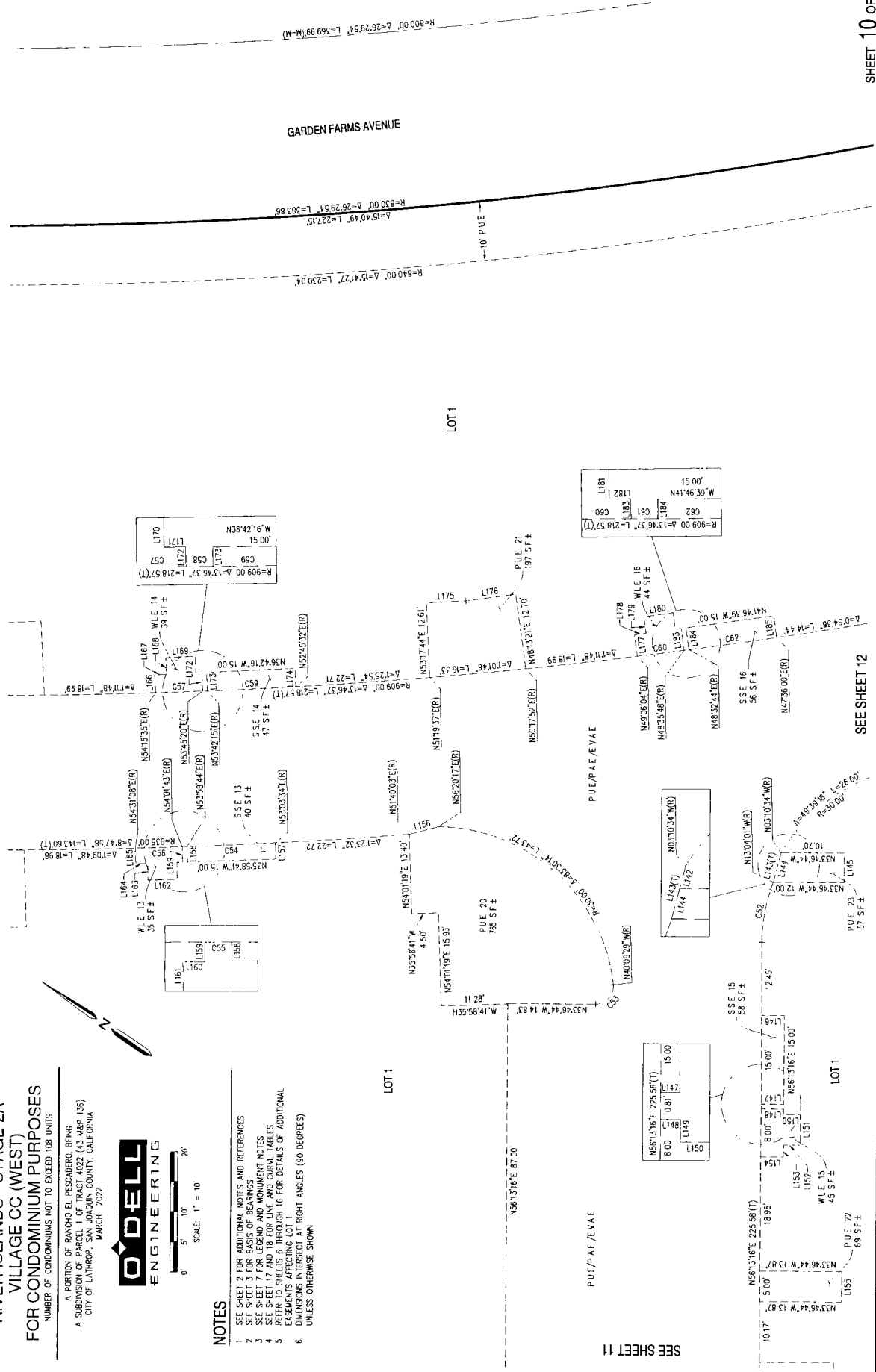
A PORTION OF RANCHO EL PESCADERO, BEING
 A SUBDIVISION OF PARCEL 1 OF TRACT 4022 (4.3 MAP 136)
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
 MARCH 2022



NOTES

1. SEE SHEET 2 FOR ADDITIONAL NOTES AND REFERENCES
2. SEE SHEET 3 FOR BASIS OF BEARINGS
3. SEE SHEET 4 FOR EASEMENTS AND MONUMENT NOTES
4. SEE SHEET 17 AND 18 FOR EASEMENTS AND MONUMENT NOTES
5. REFER TO SHEETS 6 THROUGH 16 FOR DETAILS OF ADDITIONAL EASEMENTS AFFECTING LOT 1
6. DIMENSIONS INTERSECT AT RIGHT ANGLES (90 DEGREES) UNLESS OTHERWISE SHOWN

SEE SHEET 9



SEE SHEET 12

SEE SHEET 11

TRACT 4115

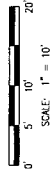
RIVER ISLANDS - STAGE 2A

VILLAGE CC (WEST)

FOR CONDOMINIUM PURPOSES

NUMBER OF CONDOMINIUMS NOT TO EXCEED 108 UNITS

A PORTION OF RANCHO EL PESCADERO, BEING
 A SUBDIVISION OF PARCEL 1 OF TRACT 4022 (43 MAP 116)
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
 MARCH, 2022



LEGEND

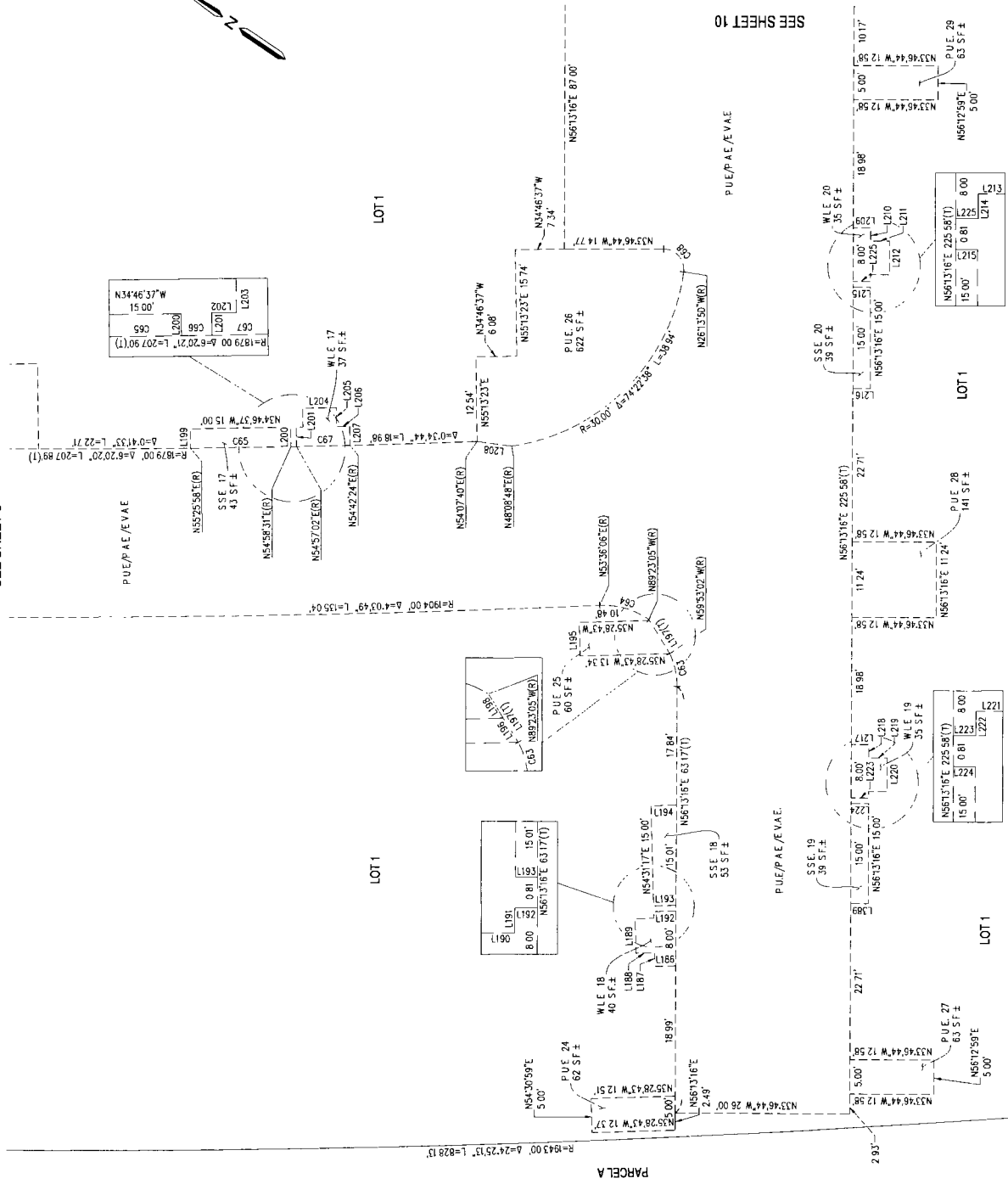
- ⊙ FOUND MONUMENT WELL STAMPED "PLS 7788" PER (R5)
 - SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
 - SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788", 3" WC ALONG PROPERTY LINE
 - ⊗ FOUND MONUMENT PER (R2)
 - ⊘ FOUND MONUMENT PER (R1)
 - FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" TO BE SET PER (R1) & (R5)
 - △ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R5)
 - 200.00'(R) MEASURED AND RECORD DATA PER REFERENCE (R1)
 - (R1) DENIES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2
 - (M-M) MONUMENT TO MONUMENT
 - (M-B) MONUMENT TO BOUNDARY
 - (T) TOTAL
 - (R) RADIAL
 - EVAE EMERGENCY VEHICLE ACCESS EASEMENT
 - P.A.E. PUBLIC ACCESS EASEMENT
 - P.U.E. PUBLIC UTILITY EASEMENT
 - S.S.E. SANITARY SEWER EASEMENT
 - W.L.E. WATERLINE EASEMENT
- LOT LINE
 - RIGHT-OF-WAY LINE
 - BOUNDARY
 - EASEMENT LINE
 - MONUMENT LINE

NOTES

1. SEE SHEET 2 FOR ADDITIONAL NOTES AND REFERENCES
2. SEE SHEET 3 FOR BASIS OF BEARINGS
3. SEE SHEET 17 AND 18 FOR LINE AND CURVE TABLES
4. SEE SHEET 16 FOR DETAILS OF ADDITIONAL EASEMENTS AFFECTING LOT
5. DIMENSIONS INTERSECT AT RIGHT ANGLES (90 DEGREES) UNLESS OTHERWISE SHOWN

SEE SHEET 8

SEE SHEET 10



TRACT 4115

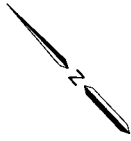
RIVER ISLANDS - STAGE 2A

VILLAGE CC (WEST)

FOR CONDOMINIUM PURPOSES

NUMBER OF CONDOMINIUMS NOT TO EXCEED 108 UNITS

A PORTION OF RANCHO EL PESQUERO, BEING
A SUBDIVISION OF PARCELS 1 OF TRACT 4022 (43 MAP 186)
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
MARCH, 2022



SCALE: 1" = 10'

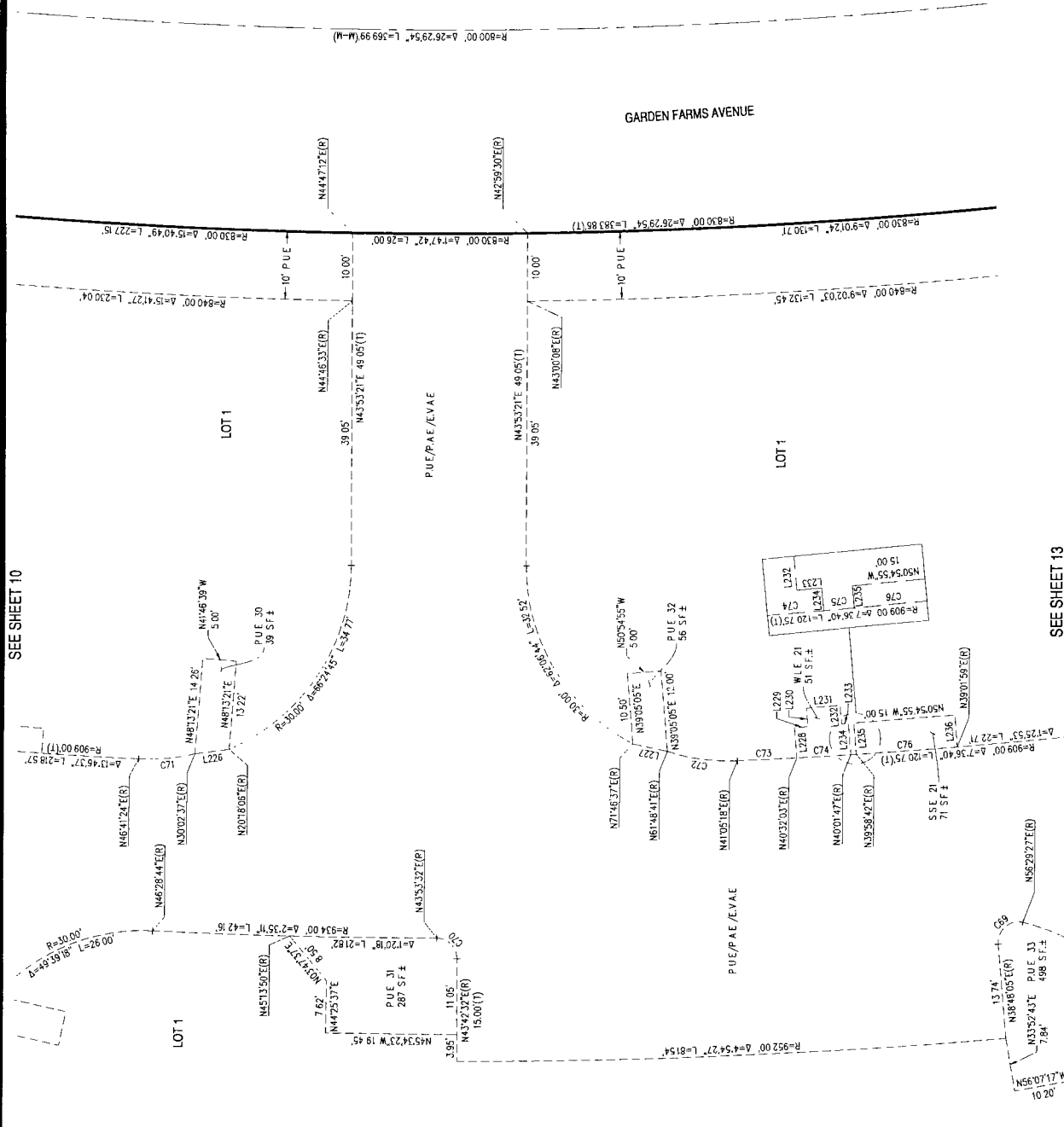
LEGEND

- ⊙ FOUND MONUMENT WELL STAMPED "PLS 7788" PER (R5)
- SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788", 3" W/C ALONG PROPERTY LINE
- ⊗ FOUND MONUMENT PER (R2)
- ⊘ FOUND MONUMENT PER (R1)
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" TO BE SET PER (R1) & (R5)
- △ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R9)
- 200.00'(R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) DDDIES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2
- (M-M) MONUMENT TO MONUMENT
- (M-B) MONUMENT TO BOUNDARY
- (T) TOTAL
- (R) RADIAL
- E.V.A.E. EMERGENCY VEHICLE ACCESS EASEMENT
- P.A.E. PUBLIC ACCESS EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- S.S.E. SANITARY SEWER EASEMENT
- W.L.E. WATERLINE EASEMENT
- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY
- EASEMENT LINE
- MONUMENT LINE

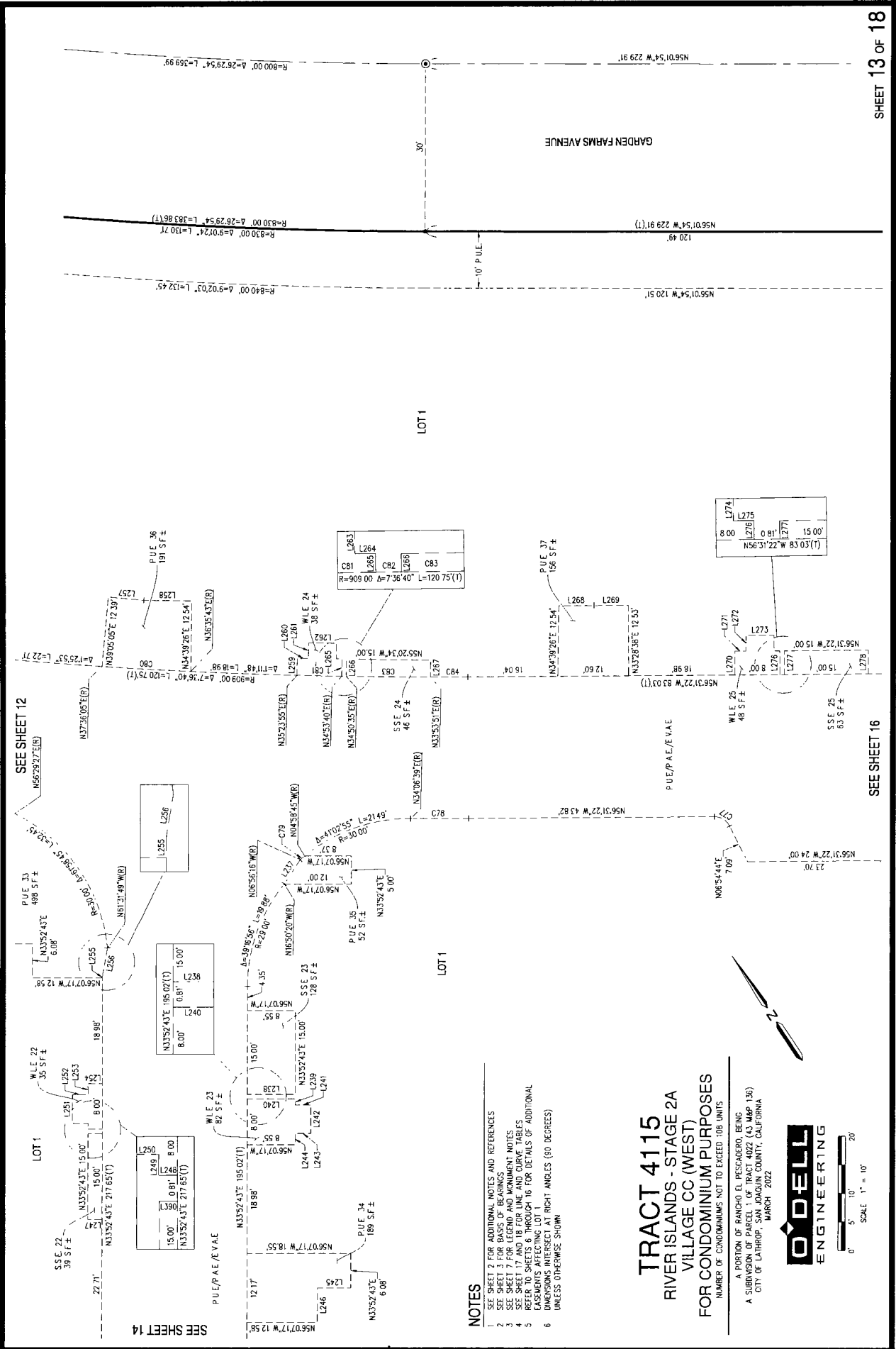
NOTES

1. SEE SHEET 2 FOR ADDITIONAL NOTES AND REFERENCES.
2. SEE SHEET 3 FOR BASIS OF BEARINGS.
3. SEE SHEET 17 AND 18 FOR LINE AND CURVE TABLES.
4. REFER TO SHEETS 6 THROUGH 16 FOR DETAILS OF ADDITIONAL EASEMENTS.
5. DIMENSIONS INTERSECT AT RIGHT ANGLES (90 DEGREES) UNLESS OTHERWISE SHOWN.

SEE SHEET 10



SEE SHEET 13

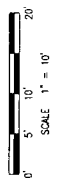


NOTES

- 1 SEE SHEET 2 FOR ADDITIONAL NOTES AND REFERENCES
- 2 SEE SHEET 3 FOR BASIS OF BEARINGS
- 3 SEE SHEET 7 FOR LEGEND AND MONUMENT NOTES
- 4 SEE SHEET 17 AND 18 FOR LINE AND CURVE TABLES
- 5 REFER TO SHEETS 6, 7 THROUGH 16 FOR DETAILS OF ADDITIONAL DIMENSIONS INTERSECT AT RIGHT ANGLES (90 DEGREES)
- 6 UNLESS OTHERWISE SHOWN

TRACT 4115
RIVER ISLANDS - STAGE 2A
VILLAGE CC (WEST)
FOR CONDOMINIUM PURPOSES

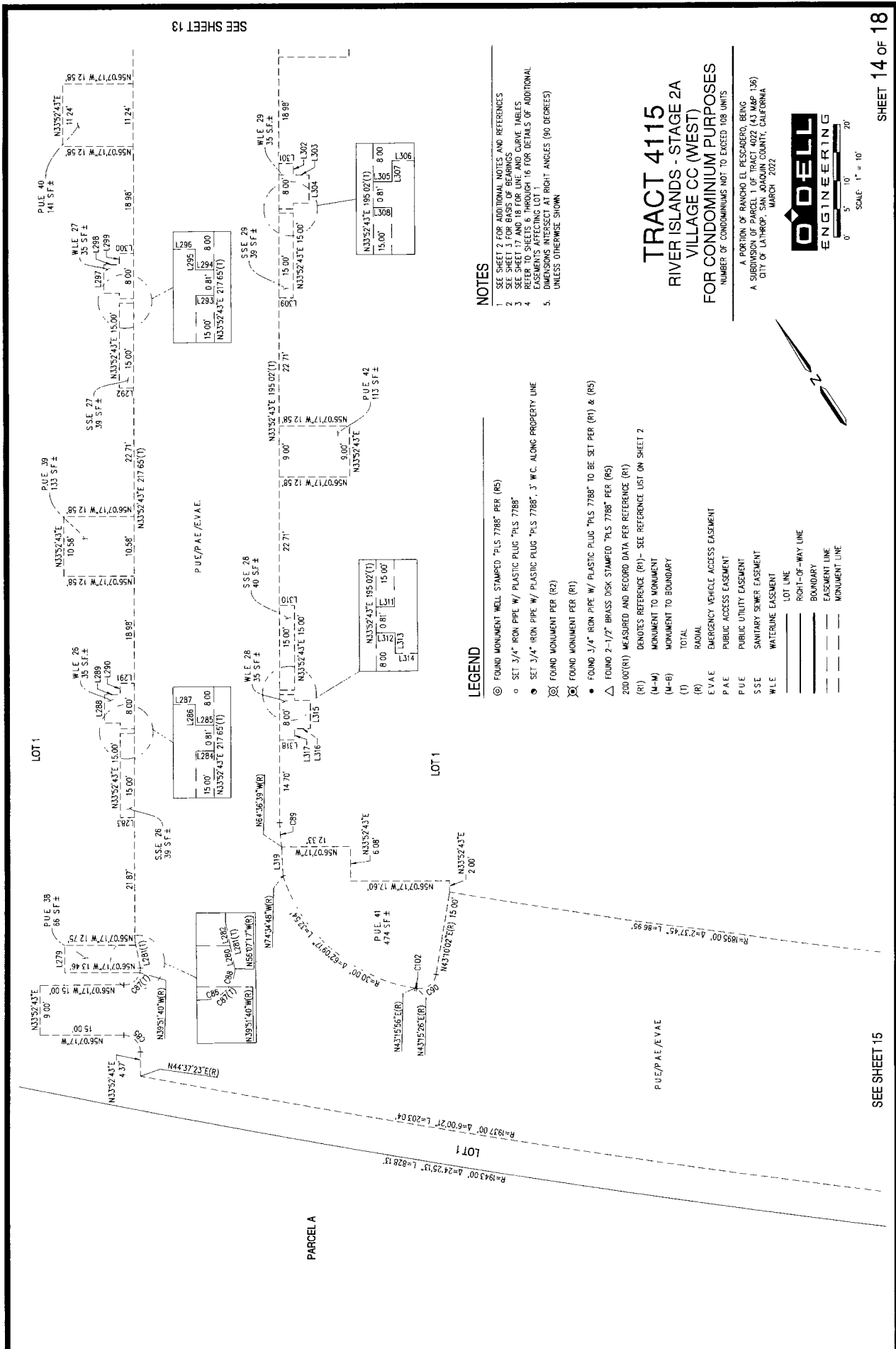
NUMBER OF CONDOMINIUMS NOT TO EXCEED 108 UNITS
 A PORTION OF RANCHO EL PESQUERO, BEING
 A SUBDIVISION OF PARCEL 1 OF TRACT 4022 (AS MAP 136)
 CITY OF LAHROP, SAN JOAQUIN COUNTY, CALIFORNIA
 MARCH, 2022



SEE SHEET 16

SEE SHEET 12

SEE SHEET 14



SEE SHEET 13

SEE SHEET 15

NOTES

1. SEE SHEET 2 FOR ADDITIONAL NOTES AND REFERENCES
2. SEE SHEET 3 FOR BASIS OF BEARINGS
3. SEE SHEET 17 AND 18 FOR LINE AND CURVE TABLES
4. SEE SHEET 16 FOR DETAILS OF ADDITIONAL EASEMENTS AFFECTING LOT DIMENSIONS INTERSECT AT RIGHT ANGLES (90 DEGREES) UNLESS OTHERWISE SHOWN.

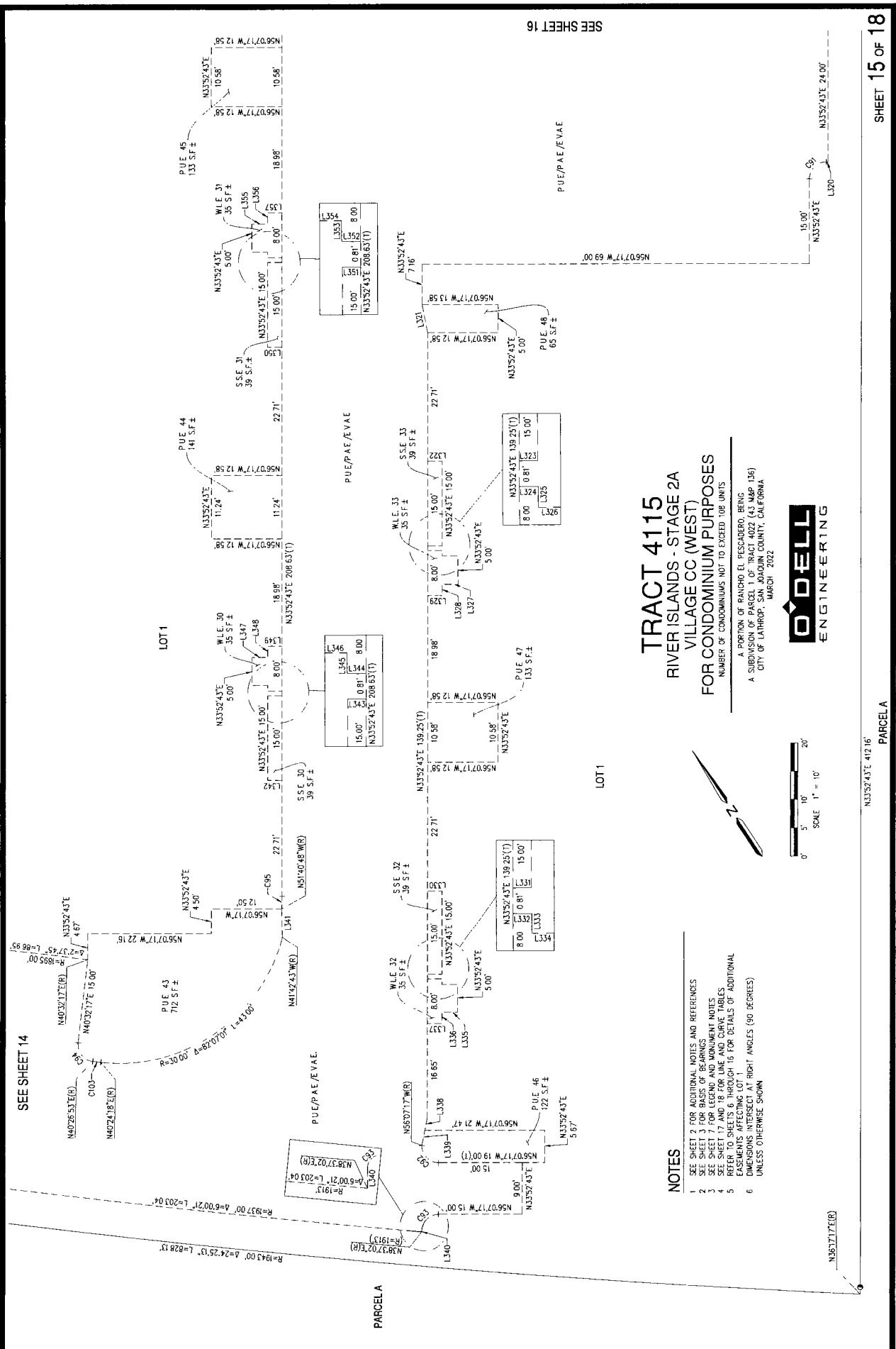
LEGEND

- ⊙ FOUND MONUMENT WELL STAMPED "PLS 7788" PER (R5)
- SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788"
- SET 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788", 3" W.C. ALONG PROPERTY LINE
- ⊗ FOUND MONUMENT PER (R1)
- ⊗ FOUND MONUMENT PER (R2)
- FOUND 3/4" IRON PIPE W/ PLASTIC PLUG "PLS 7788" TO BE SET PER (R1) & (R5)
- △ FOUND 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R5)
- 200.00'(R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2
- (M-W) MONUMENT TO MONUMENT
- (M-B) MONUMENT TO BOUNDARY
- (T) TOTAL
- (R) RADIAL
- EVAE EMERGENCY VEHICLE ACCESS EASEMENT
- P.A.E. PUBLIC ACCESS EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- S.S.E. SANITARY SWIMMER EASEMENT
- W.L.E. WATERLINE EASEMENT
- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY
- EASEMENT LINE
- MONUMENT LINE

**TRACT 4115
RIVER ISLANDS - STAGE 2A
VILLAGE CC (WEST)
FOR CONDOMINIUM PURPOSES**

NUMBER OF CONDOMINIUMS NOT TO EXCEED 108 UNITS
A PORTION OF RANCHO EL PESCADERO, BEING
A SUBDIVISION OF PARCEL 1 OF TRACT 4022 (43 MAP 136)
CITY OF LA HABRA, SAN JUANQUI COUNTY, CALIFORNIA
MARCH 2022



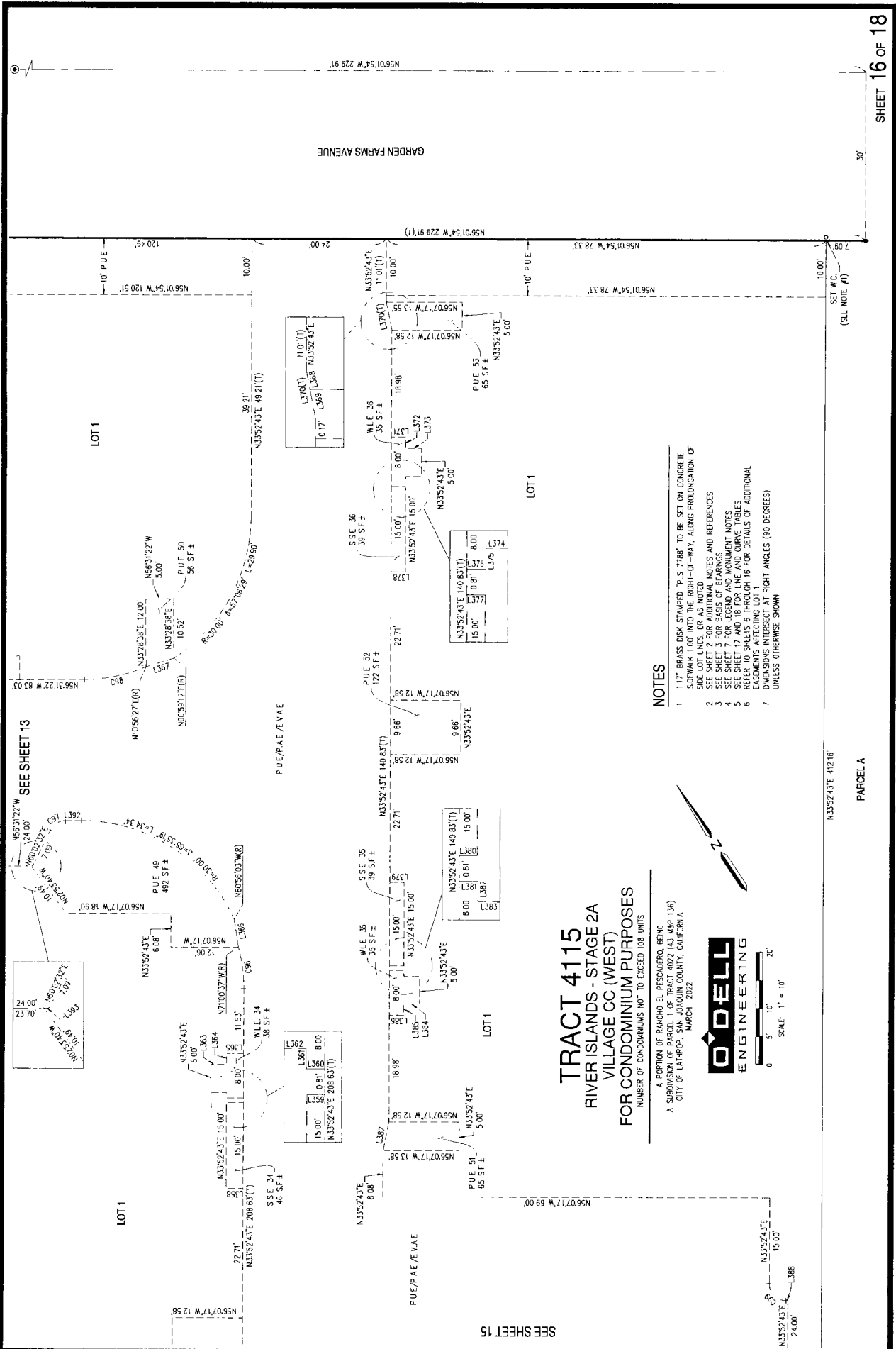


TRACT 4115
RIVER ISLANDS - STAGE 2A
VILLAGE CC (WEST)
FOR CONDOMINIUM PURPOSES
 NUMBER OF CONDOMINIUMS NOT TO EXCEED 108 UNITS

A PORTION OF RANCHO EL PESCADERO, BEING
 A SUBDIVISION OF PARCEL OF TRACT 4022 (43 A&P 136)
 CITY OF LANHARP, SAN JOAQUIN COUNTY, CALIFORNIA
 MARCH, 2022



- NOTES**
- SEE SHEET 2 FOR ADDITIONAL NOTES AND REFERENCES
 - SEE SHEET 3 FOR BASIS OF BEARINGS
 - SEE SHEET 7 FOR LEGEND AND MONUMENT NOTES
 - SEE SHEET 17 AND 18 FOR LINE AND CURVE TABLES
 - REFER TO SHEETS 6 THROUGH 15 FOR DETAILS OF ADDITIONAL EASEMENTS ATTACHED TO LOT 1
 - UNLESS OTHERWISE SHOWN RIGHT ANGLES (90 DEGREES)



SEE SHEET 13

SEE SHEET 15

TRACT 4115
RIVER ISLANDS - STAGE 2A
VILLAGE CC (WEST)
FOR CONDOMINIUM PURPOSES

A PORTION OF RANCHO EL PESQUERO, BEING
 A SUBDIVISION OF PARCEL 1 OF TRACT 4022 (A3 MAP 136)
 CITY OF LAHOMA, SAN JOAQUIN COUNTY, CALIFORNIA
 MARCH, 2022



NOTES

- 1 117" BRASS DISK STAMPED "PLS 7788" TO BE SET ON CONCRETE SIDEWALK 1'00" INTO THE RIGHT-OF-WAY, ALONG PROLONGATION OF SIDE LOT LINES, OR AS NOTED
- 2 SEE SHEET 2 FOR ADDITIONAL NOTES AND REFERENCES
- 3 SEE SHEET 3 FOR BASIS OF BEARINGS
- 4 SEE SHEET 4 FOR BEARING AND DISTANCE NOTES
- 5 SEE SHEET 17 AND 18 FOR LINK AND CURVE TABLES
- 6 REFER TO SHEETS 6 THROUGH 16 FOR DETAILS OF ADDITIONAL EASEMENTS AFFECTING LOT 1
- 7 DIMENSIONS INTERSECT AT RIGHT ANGLES (90 DEGREES) UNLESS OTHERWISE SHOWN

N335243E 412.16

PARCEL A

SET W.C.
(SEE NOTE #1)

30'

GARDEN FARMS AVENUE

LOT 1

LOT 1

LOT 1

LOT 1

PUE/PAE/EVAE

PUE/PAE/EVAE



TRACT 4115
RIVER ISLANDS - STAGE 2A
VILLAGE CC (WEST)
FOR CONDOMINIUM PURPOSES

NUMBER OF CONDOMINIUMS NOT TO EXCEED 108 UNITS

A PORTION OF RANCHO EL PESCADERO, BEING
 A SUBDIVISION OF PARCEL 1 OF TRACT 4022 (43 MAP 136)
 CITY OF LAHROP, SAN JOAQUIN COUNTY, CALIFORNIA
 MARCH, 2022



LINE TABLES FOR COURSES SHOWN ON SHEETS 5 THROUGH 16 ONLY

LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L1	S15728.00°W	42.43'	L21	N2932.00°W	2.80'	L41	N2932.00°W	4.50'	L61	N3258.72°W	2.80'	L81	S3015.33°E	5.00'	L101	S5872.44°W	2.60'	L121	N2932.00°W	2.80'	L141	N3642.16°W	8.82'
L2	S6028.00°W	24.60'	L22	S2932.00°W	2.80'	L42	S2932.00°W	4.88'	L62	S5740.46°W	2.00'	L82	S5944.22°W	2.80'	L102	S5872.44°W	2.60'	L122	S6028.00°W	2.80'	L142	N7047.45°E	0.02'
L3	N7432.00°W	35.36'	L23	N2932.00°W	2.58'	L43	S5028.00°W	2.00'	L63	N2932.00°W	4.37'	L83	S3015.33°E	2.00'	L103	N3137.16°W	1.00'	L123	N2932.00°W	5.00'	L143	N7047.45°E	5.18'
L4	S5801.54°E	7.08'	L24	S2932.00°W	2.58'	L44	S2932.00°W	2.80'	L64	S3072.46°E	4.38'	L84	S5944.22°W	2.88'	L104	S5872.44°W	2.80'	L124	N6028.00°E	2.80'	L144	S7047.45°W	5.17'
L5	N7950.07°E	43.13'	L25	N2932.00°W	2.58'	L45	S6028.00°W	5.00'	L65	S5947.44°W	2.00'	L85	N3015.33°E	7.03'	L105	N3137.16°W	5.00'	L125	N2932.00°W	1.00'	L145	N5872.59°E	5.00'
L6	N6028.00°E	5.00'	L26	N2932.00°W	5.08'	L46	N2932.00°W	2.80'	L66	S5947.44°W	2.80'	L86	N5725.41°E	5.65'	L106	N5872.44°E	2.80'	L126	N6028.00°E	4.49'	L146	N3146.44°W	3.87'
L7	S6028.00°W	2.58'	L27	N0913.47°W	5.18'	L47	S6028.00°W	1.00'	L67	S3072.46°E	2.80'	L87	N5725.41°E	2.88'	L107	N6028.00°E	4.49'	L127	S6028.00°W	4.49'	L147	S3146.44°E	3.87'
L8	S6028.00°W	2.58'	L28	N0258.06°W	7.09'	L48	N2932.00°W	3.85'	L68	N3072.46°W	2.80'	L88	N5725.41°E	2.88'	L108	N5872.44°E	2.68'	L128	N6028.00°E	4.49'	L148	S3146.44°E	3.87'
L9	S6028.00°W	2.00'	L29	S4059.58°E	5.18'	L49	S2932.00°W	3.76'	L69	S5947.44°W	1.00'	L89	S3234.19°E	1.00'	L109	N3147.47°W	6.54'	L129	N2932.00°W	4.50'	L149	S5613.16°W	1.00'
L10	S2932.00°E	2.80'	L30	S6028.00°W	1.75'	L49	S2932.00°W	2.71'	L70	N3072.46°W	4.16'	L90	N5725.41°E	2.88'	L110	N2932.00°W	3.34'	L130	N3176.22°W	2.80'	L150	S3346.44°E	2.80'
L11	S6028.00°W	5.00'	L31	S4909.25°W	5.10'	L50	N2932.00°W	2.71'	L71	S3072.46°E	4.16'	L91	N5725.41°E	2.88'	L111	N6028.00°E	3.34'	L131	S5813.16°W	2.00'	L151	S5613.16°W	5.00'
L12	N2932.00°W	2.80'	L32	S2932.00°E	2.58'	L51	N2932.00°W	8.44'	L72	N3072.46°W	3.80'	L92	S3234.19°E	5.00'	L112	S6028.00°W	3.34'	L132	N3176.22°W	2.00'	L152	N3346.44°W	2.80'
L13	S6028.00°W	1.00'	L33	S6028.00°W	2.80'	L52	N5701.30°E	5.00'	L73	S5946.56°W	5.00'	L93	S3234.19°E	2.00'	L113	S6028.00°W	3.34'	L133	S5813.16°W	2.00'	L153	N3346.44°W	3.87'
L14	N2932.00°W	2.58'	L34	S2932.00°E	2.80'	L53	N6848.53°E	5.32'	L74	N3072.46°W	8.52'	L94	S3234.19°E	2.00'	L114	N6028.00°W	3.34'	L134	N3176.22°W	2.80'	L154	N3346.44°W	3.87'
L15	S2932.00°E	2.58'	L35	S6028.00°W	5.00'	L54	N6848.53°E	5.32'	L75	S5946.56°W	5.00'	L95	S3234.19°E	2.85'	L115	S6028.00°W	2.80'	L135	N5813.16°W	2.80'	L155	N5872.59°E	5.00'
L16	N2932.00°W	2.58'	L36	S6028.00°W	2.80'	L55	N3258.12°W	3.81'	L76	S5944.22°W	2.83'	L96	N3234.19°E	7.14'	L116	N2932.00°W	5.00'	L136	N3176.22°W	1.00'	L156	S4928.50°E	5.12'
L17	S2932.00°E	2.58'	L37	N2932.00°W	2.80'	L56	S3258.12°E	4.17'	L77	S5944.22°W	2.83'	L97	N3234.19°E	5.51'	L117	N2932.00°W	2.80'	L137	N5813.16°W	2.80'	L157	N5401.19°E	2.74'
L18	S6028.00°W	2.00'	L38	N2932.00°W	2.58'	L57	S3258.12°E	4.17'	L78	N5944.22°E	2.89'	L98	N3258.12°E	6.53'	L118	N2932.00°W	2.00'	L138	N5813.16°W	2.80'	L158	S5401.19°W	2.81'
L19	S2932.00°E	2.80'	L39	S2932.00°E	2.58'	L58	S3258.12°E	2.80'	L79	S3072.46°W	1.00'	L99	N3137.16°W	5.00'	L119	N6028.00°E	3.34'	L139	N5813.16°W	2.80'	L159	S5401.19°W	2.81'
L20	S6028.00°W	5.00'	L40	N2932.00°W	2.58'	L59	S3258.12°E	2.80'	L80	N5944.22°E	2.80'	L100	N5872.44°E	2.65'	L120	S6028.00°W	4.49'	L140	N3176.22°W	7.48'	L160	N3558.41°W	1.00'

LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L161	S5401.19°W	2.80'	L201	N5513.23°E	2.86'	L241	S5872.44°W	2.80'	L281	S2234.08°W	5.10'	L321	N5872.44°W	2.80'	L361	N5607.17°W	2.58'	L401	N5607.17°W	2.58'	L441	N5607.17°W	2.58'
L162	N3558.41°W	5.00'	L202	S3446.37°E	1.00'	L242	S3352.43°W	5.00'	L282	N2234.08°W	0.86'	L322	N5872.44°W	2.80'	L362	N5607.17°W	2.58'	L402	N5607.17°W	2.58'	L442	N5607.17°W	2.58'
L163	N5401.19°E	2.80'	L203	N5513.23°E	2.80'	L243	S3352.43°W	2.80'	L283	S5607.17°E	2.58'	L323	N5872.44°W	2.80'	L363	N5607.17°W	2.58'	L403	N5607.17°W	2.58'	L443	N5607.17°W	2.58'
L164	N3558.41°W	2.00'	L204	S3446.37°E	5.00'	L244	S3352.43°W	2.80'	L284	N5607.17°W	2.58'	L324	N5872.44°W	2.80'	L364	N5607.17°W	2.58'	L404	N5607.17°W	2.58'	L444	N5607.17°W	2.58'
L165	N5401.19°E	2.64'	L205	S5513.23°W	2.80'	L245	S3352.43°W	5.97'	L285	N5607.17°W	2.58'	L325	N5872.44°W	2.80'	L365	N5607.17°W	2.58'	L405	N5607.17°W	2.58'	L445	N5607.17°W	2.58'
L166	S5317.44°W	3.02'	L206	S3446.37°E	2.00'	L246	N3352.43°E	6.08'	L286	N3352.43°E	1.00'	L326	N5872.44°W	2.80'	L366	N5607.17°W	2.58'	L406	N5607.17°W	2.58'	L446	N5607.17°W	2.58'
L167	N3642.16°W	2.00'	L207	S5513.23°W	2.81'	L247	S5872.44°W	2.58'	L287	N5607.17°W	2.58'	L327	N5872.44°W	2.80'	L367	N5607.17°W	2.58'	L407	N5607.17°W	2.58'	L447	N5607.17°W	2.58'
L168	S5317.44°W	2.80'	L208	N2635.95°W	5.18'	L248	N3352.43°E	2.58'	L288	N5607.17°W	2.58'	L328	N5872.44°W	2.80'	L368	N5607.17°W	2.58'	L408	N5607.17°W	2.58'	L448	N5607.17°W	2.58'
L169	N3642.16°W	5.00'	L209	N3346.44°W	2.58'	L249	N5054.55°W	2.00'	L289	N5607.17°W	2.58'	L329	N5872.44°W	2.80'	L369	N5607.17°W	2.58'	L409	N5607.17°W	2.58'	L449	N5607.17°W	2.58'
L170	N5317.44°E	2.80'	L210	N5613.16°E	2.00'	L250	S3905.05°W	2.80'	L290	N5607.17°W	2.58'	L330	N5872.44°W	2.80'	L370	N5607.17°W	2.58'	L410	N5607.17°W	2.58'	L450	N5607.17°W	2.58'
L171	N3642.16°W	1.00'	L211	N3346.44°W	2.80'	L251	N5054.55°W	5.00'	L291	N5607.17°W	2.58'	L331	N5872.44°W	2.80'	L371	N5607.17°W	2.58'	L411	N5607.17°W	2.58'	L451	N5607.17°W	2.58'
L172	N5317.44°E	3.12'	L212	N5613.16°E	2.80'	L252	N5054.55°W	2.80'	L292	N5607.17°W	2.58'	L332	N5872.44°W	2.80'	L372	N5607.17°W	2.58'	L412	N5607.17°W	2.58'	L452	N5607.17°W	2.58'
L173	S5317.44°W	3.12'	L213	S3346.44°E	2.80'	L253	N3352.43°E	2.00'	L293	N5607.17°W	2.58'	L333	N5872.44°W	2.80'	L373	N5607.17°W	2.58'	L413	N5607.17°W	2.58'	L453	N5607.17°W	2.58'
L174	N5317.44°E	3.10'	L214	N5613.16°E	1.00'	L254	N3905.05°E	4.67'	L294	N5607.17°W	2.58'	L334	N5872.44°W	2.80'	L374	N5607.17°W	2.58'	L414	N5607.17°W	2.58'	L454	N5607.17°W	2.58'
L175	N3642.16°W	6.71'	L215	N3346.44°W	2.58'	L255	S3905.05°W	0.17'	L295	S3352.43°E	1.00'	L335	N5872.44°W	2.80'	L375	N5607.17°W	2.58'	L415	N5607.17°W	2.58'	L455	N5607.17°W	2.58'
L176	N4146.39°W	8.51'	L216	S3346.44°E	2.58'	L256	S4332.03°W	5.17'	L296	S4332.03°W	4.21'	L336	N5872.44°W	2.80'	L376	N5607.17°W	2.58'	L416	N5607.17°W	2.58'	L456	N5607.17°W	2.58'
L177	N4146.39°W	3.66'	L217	N3346.44°W	2.58'	L257	N5054.55°W	6.41'	L297	S3352.43°E	2.00'	L337	N5872.44°W	2.80'	L377	N5607.17°W	2.58'	L417	N5607.17°W	2.58'	L457	N5607.17°W	2.58'
L178	N4146.39°W	2.00'	L218	N5613.16°E	1.00'	L258	N5203.14°W	8.80'	L298	N5203.14°W	8.80'	L338	S5607.17°E	2.80'	L378	N5607.17°W	2.58'	L418	N5607.17°W	2.58'	L458	N5607.17°W	2.58'
L179	S4813.21°W	2.80'	L219	N3346.44°W	2.80'	L259	S3438.26°W	2.98'	L299	S3438.26°W	2.98'	L339	N3352.43°E	2.00'	L379	N5607.17°W	2.58'	L419	N5607.17°W	2.58'	L459	N5607.17°W	2.58'
L180	N4146.39°W	5.00'	L220	N5613.16°E	5.00'	L260	N5203.14°W	2.00'	L300	N5203.14°W	2.00'	L340	S2234.08°W	4.24'	L380	N5607.17°W	2.58'	L420	N5607.17°W	2.58'	L460	N5607.17°W	2.58'

TRACT 4115
RIVER ISLANDS - STAGE 2A
VILLAGE CC (WEST)
FOR CONDOMINIUM PURPOSES

NUMBER OF CONDOMINIUMS NOT TO EXCEED 108 UNITS
 A PORTION OF RANCHO EL PESQUERO, BEING
 A SUBDIVISION OF PARCEL 1 OF TRACT 4022 (43 MAP 136)
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA
 MARCH 2022



LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 5 THROUGH 16 ONLY

LINE TABLE		
LINE #	DIRECTION	LENGTH
L321	N2234°08'E	5.10'
L322	N560717'W	2.58'
L323	S560717'E	2.58'
L324	S560717'E	2.58'
L325	S3352°43'W	1.00'
L326	S560717'E	2.80'
L327	N560717'W	2.80'
L328	S3352°43'W	2.00'
L329	N560717'W	2.58'
L330	N560717'W	2.58'
L331	S560717'E	2.58'
L332	S560717'E	2.58'
L333	S3352°43'W	1.00'
L334	S560717'E	2.80'
L335	N560717'W	2.80'
L336	S3352°43'W	2.00'
L337	N560717'W	2.58'
L338	S4511°19'W	2.38'
L339	S4511°19'W	2.72'
L340	N3352°43'E	0.06'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L341	N3218°20'E	5.22'
L342	S560717'E	2.58'
L343	N560717'W	2.58'
L344	N560717'W	2.58'
L345	N3352°43'E	1.00'
L346	N560717'W	2.80'
L347	S560717'E	2.80'
L348	N3352°43'E	2.00'
L349	S560717'E	2.58'
L350	S560717'E	2.58'
L351	N560717'W	2.58'
L352	N560717'W	2.58'
L353	N3352°43'E	1.00'
L354	N560717'W	2.80'
L355	S560717'E	2.80'
L356	N3352°43'E	2.00'
L357	S560717'E	2.58'
L358	S560717'E	3.04'
L359	N560717'W	3.04'
L360	N560717'W	3.04'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L361	N3352°43'E	1.00'
L362	N560717'W	2.80'
L363	S560717'E	2.80'
L364	N3352°43'E	2.00'
L365	S560717'E	3.04'
L366	N560717'W	2.58'
L367	N4511°19'E	5.10'
L368	N560717'W	0.33'
L369	S2234°08'W	4.93'
L370	N2234°08'E	5.10'
L371	N560717'W	2.58'
L372	N3352°43'E	2.00'
L373	N560717'W	2.80'
L374	S560717'E	2.80'
L375	N3352°43'E	1.00'
L376	S560717'E	2.58'
L377	N560717'W	2.58'
L378	S560717'E	2.58'
L379	N560717'W	2.58'
L380	S560717'E	2.58'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L381	S560717'E	2.58'
L382	S3352°43'W	1.00'
L383	S560717'E	2.80'
L384	N560717'W	2.80'
L385	S3352°43'W	2.00'
L386	N560717'W	2.58'
L387	N4511°19'E	5.10'
L388	N560717'W	0.33'
L389	S3346°44'E	2.58'
L390	N560717'W	2.58'
L391	N6280°00'E	3.19'
L392	N5631°22'W	2.91'
L393	N5631°22'W	0.30'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	113.00'	151213.3	29.98'
C2	87.00'	157213.3	23.09'
C3	55.00'	865438	86.31'
C4	3.00'	770937	4.04'
C5	3.00'	892546	4.68'
C6	25.00'	02717	0.20'
C7	24.00'	282101	11.04'
C8	3.00'	900000	4.71'
C9	3.00'	637806	3.32'
C10	3.00'	637806	3.32'
C11	29.00'	172713.3	8.83'
C12	213.00'	210111	8.07'
C13	3.00'	900000	4.71'
C14	3.00'	900000	4.71'
C15	187.00'	53746	18.38'
C16	213.00'	01130	0.71'
C17	213.00'	01311	0.82'
C18	213.00'	40244	15.04'
C19	213.00'	15836	7.35'
C20	3.00'	905545	4.76'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C21	188.00'	03124	1.72'
C22	3.00'	900000	4.71'
C23	3.00'	900000	4.71'
C24	12.00'	305245	6.47'
C25	12.00'	41654	0.96'
C26	11.00'	275854	5.35'
C27	11.00'	272589	5.26'
C28	12.00'	40312	0.85'
C29	12.00'	353448	7.45'
C30	12.00'	313135	6.60'
C31	1879.00'	0412	7.76'
C32	1879.00'	02727	15.06'
C33	1879.00'	00729	0.81'
C34	1879.00'	03444	19.98'
C35	1879.00'	01438	8.00'
C36	1879.00'	02407	13.18'
C37	1879.00'	04133	22.71'
C38	1879.00'	07737	15.03'
C39	1879.00'	01438	8.00'
C40	1879.00'	03444	18.98'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C41	1879.00'	07403	13.14'
C42	935.00'	03844	10.54'
C43	935.00'	05509	15.00'
C44	935.00'	00259	0.81'
C45	935.00'	07925	8.00'
C46	935.00'	10948	18.99'
C47	935.00'	00728	2.03'
C48	909.00'	05930	15.73'
C49	909.00'	03015	8.00'
C50	909.00'	00304	0.81'
C51	909.00'	05644	15.00'
C52	29.00'	204242	10.48'
C53	3.00'	962246	5.05'
C54	935.00'	05509	15.00'
C55	935.00'	00259	0.81'
C56	935.00'	07925	8.00'
C57	909.00'	03015	8.00'
C58	909.00'	00304	0.81'
C59	909.00'	05644	15.00'
C60	909.00'	03015	8.00'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C61	909.00'	00304	0.81'
C62	909.00'	05644	15.00'
C63	11.00'	26308	5.01'
C64	12.00'	370049	7.75'
C65	1879.00'	02727	15.06'
C66	1879.00'	07029	0.81'
C67	1879.00'	07438	8.00'
C68	3.00'	973253	5.11'
C69	3.00'	107422	5.64'
C70	3.00'	894800	4.70'
C71	29.00'	163847	8.43'
C72	29.00'	204324	10.49'
C73	909.00'	03315	8.79'
C74	909.00'	03016	8.00'
C75	909.00'	00304	0.81'
C76	909.00'	05644	15.00'
C77	3.00'	637806	3.32'
C78	534.00'	03801	10.33'
C79	30.00'	15731	1.03'
C80	909.00'	10022	15.98'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C81	909.00'	03015	8.00'
C82	909.00'	07304	0.81'
C83	909.00'	05644	15.00'
C84	909.00'	02514	6.67'
C85	3.00'	900000	4.71'
C86	3.00'	734423	3.86'
C87	3.00'	900000	4.71'
C88	29.00'	82923	4.30'
C89	3.00'	900524	4.72'
C90	3.00'	900000	4.71'
C91	3.00'	900000	4.71'
C92	3.00'	900000	4.71'
C93	3.00'	900000	4.71'
C94	3.00'	900524	4.72'
C95	29.00'	42828	2.25'
C96	29.00'	145321	7.54'
C97	3.00'	632606	3.32'
C98	29.00'	22321	11.41'
C99	3.00'	900000	4.71'
C100	3.00'	900000	4.71'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C101	1879.00'	00729	0.81'
C102	1879.00'	00030	0.28'
C103	1879.00'	00038	1.44'

ITEM: PUBLIC HEARINGS (PUBLISHED NOTICES) TO ADOPT AN URGENCY ORDINANCE AND CONSIDER A REGULAR/STANDARD ORDINANCE BY THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING REQUIREMENTS OF THE PENAL CODE RELATING TO THE RECRUITMENT AND TRAINING OF LAW ENFORCEMENT OFFICERS

RECOMMENDATION: The Council to Consider the Following Items:

- 1. Hold a Public Hearing; and**
- 2. Adopt Urgency Ordinance Amending Title 9 "Public Peace and Welfare" of the Lathrop Municipal Code by Adding New Chapter 9.02 Titled "Peace Officer Standards And Training" to Accept Requirements of the Penal Code Relating to the Recruitment and Training of Law Enforcement Officers.**
- 3. Hold a Public Hearing; and**
- 4. First Reading and Introduction of an Ordinance Amending Title 9 "Public Peace and Welfare" of the Lathrop Municipal Code by Adding New Chapter 9.02 Titled "Peace Officer Standards And Training" to Accept Requirements of the Penal Code Relating to the Recruitment and Training of Law Enforcement Officers.**

SUMMARY:

The Commission on Peace Officer Standards and Training (POST) was established by the Legislature in 1959 to set minimum selection and training standards for California law enforcement. POST funding consists of the State General Fund and the State Penalty Fund, which received money from penalty assessments on criminal and traffic fines. The POST Program is voluntary and incentive-based. Participating agencies agree to abide by the standards established by POST. More than 600 agencies participate in the POST Program and are eligible to receive the Commission's services and benefits, which include:

- job-related assessment tools
- research improved officer selection standards
- management counseling services
- development of new training courses
- reimbursement for training, and
- quality leadership training programs

POST also awards professional certificates to recognize peace officer achievement and proficiency.

APRIL 11, 2022 CITY COUNCIL REGULAR MEETING**PUBLIC HEARING TO CONSIDER URGENCY AND REGULAR ORDINANCE
ACCEPTING PEACE OFFICER STANDARDS AND TRAINING REQUIREMENTS**

The City of Lathrop Police Department will seek participation in the Commission on Peace Officer Standards and Training (POST) Reimbursable Program for the Lathrop Peace Officers. In order to join, an Ordinance from the City of Lathrop will be required to declare the City's intent to enter the POST Program.

Tonight, staff recommends that the City Council of the City of Lathrop hold a public hearing, and consider an Urgency Ordinance accepting the requirements of the POST Program, effective immediately through July 15, 2022. A minimum of four (4) affirmative votes of Council members are required to approve the proposed Urgency Ordinance.

Additionally, staff recommends that the City Council of the City of Lathrop hold a second public hearing, introduce, and conduct the first reading of an Ordinance accepting the requirements of the POST Program. Council is also asked to set the second reading and adoption of the Ordinance for the Regular Meeting of June 13, 2022. This ordinance will become effect on the 31st day after the second reading, specifically July 14, 2022. The adoption of the Urgency Ordinance would allow Officers to be enrolled into the POST Program until the regular Ordinance has taken effect.

BACKGROUND:

The City of Lathrop has contracted for police services with the San Joaquin County Sheriff's Office (SJCSO) since 1990. Most recently, Lathrop executed a five-year contract with the SJCSO on April 17, 2017 that expires on June 30, 2022. As part of a comprehensive and ongoing review of the delivery of services, and to remedy the systematic inability of the City to control the costs of public safety services provided through its existing contract with the SJCSO, the City began examining alternative service delivery models for police services.

At the March 22, 2021 Special City Council Meeting, Council approved Resolution 21-4852 approving the creation of Capital Improvement Project GG 21-11, to begin the creation of the new Lathrop Police Department, and implement the transition of law enforcement services from the San Joaquin County Sheriff to the City. The City anticipates that it will commence providing its own law enforcement services on July 1, 2022.

At the November 8, 2021 Regular City Council Meeting, Council approved Resolution 21-4989 authorizing the establishment of the Lathrop Police Department effective January 1, 2022, in accordance with all requirements necessary for certification as a Member Agency with the California Commission on Peace Officer Standards and Training. Provided, however, that the San Joaquin County Sheriff's Office shall remain the provider of law enforcement services to the City of Lathrop through June 30, 2022, with the Lathrop Police Department established for purposes of set-up and preparation to begin providing law enforcement services to the City of Lathrop commencing on July 1, 2022. Furthermore, the City Council directed that all duly appointed sworn peace officers of the Lathrop Police Department be granted peace officer authority as outlined in California Penal Code Section 830.1.

CITY MANAGER'S REPORT **Page 3**
APRIL 11, 2022 CITY COUNCIL REGULAR MEETING
PUBLIC HEARING TO CONSIDER URGENCY AND REGULAR ORDINANCE
ACCEPTING PEACE OFFICER STANDARDS AND TRAINING REQUIREMENTS

In order to seek and qualify to receive aid from the State of California under the provisions of Section 13522, Chapter 1 of Title 4, Part 4 of the California Penal Code, the City Council of the City of Lathrop must adopt an Ordinance accepting the requirements of the Penal Code relating to the recruitment and training of Law Enforcement Officers.

Tonight, staff recommends that the City Council of the City of Lathrop hold a public hearing and adopt an Urgency Ordinance accepting the requirements of the POST Program, effective immediately through July 15, 2022.

Additionally, staff recommends that the City Council of the City of Lathrop hold a second public hearing, introduce, conduct the first reading of an Ordinance accepting the requirements of the POST Program, and set the second reading for the Regular Meeting of June 13, 2022. If adopted by Council at its regular meeting of June 13, 2022, the regular ordinance will become effect on the 31st day after the second reading, specifically July 14, 2022.

REASON FOR RECOMMENDATION:

In order to join the POST Program, a codified Ordinance from the City of Lathrop will be required to declare the City's intent to enter the POST program and acceptance of its requirements. The adoption of the Urgency Ordinance would allow Officers to be enrolled into the POST Program until the regular Ordinance has taken effect.

FISCAL IMPACT:


None.

ATTACHMENTS:

- A. Urgency Ordinance Approving an Amendment to Title 9 "Public Peace and Welfare" of the Lathrop Municipal Code by Adding New Chapter 9.02 Titled "Peace Officer Standards And Training" to Accept Requirements of the Penal Code Relating to the Recruitment and Training of Law Enforcement Officers, effective immediately through July 15, 2022.
- B. Ordinance Approving an Amendment to Title 9 "Public Peace and Welfare" of the Lathrop Municipal Code by Adding New Chapter 9.02 Titled "Peace Officer Standards And Training" to Accept Requirements of the Penal Code Relating to the Recruitment and Training of Law Enforcement Officers, effective on the 31 day after the second reading, on July 14, 2022.

CITY MANAGER'S REPORT
APRIL 11, 2022 CITY COUNCIL REGULAR MEETING
PUBLIC HEARING TO CONSIDER URGENCY AND REGULAR ORDINANCE
ACCEPTING PEACE OFFICER STANDARDS AND TRAINING REQUIREMENTS

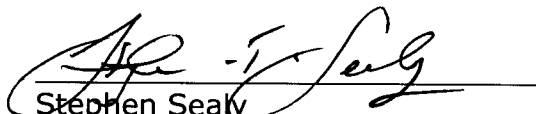
APPROVALS:



Teresa Vargas
Government Services Director
City Clerk

3/28/22


Date



Stephen Sealy
Police Commander

3/31/2022


Date



Raymond Bechler
Chief of Police

3/30/2022


Date



Salvador Navarrete
City Attorney

3.29.2022

Date



Stephen J. Salvatore
City Manager

3.31.22

Date

URGENCY ORDINANCE NO. 22-

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING TITLE 9 "PUBLIC PEACE AND WELFARE" OF THE LATHROP MUNICIPAL CODE BY ADDING NEW CHAPTER 9.02 TITLED "PEACE OFFICER STANDARDS AND TRAINING" TO ACCEPT REQUIREMENTS OF THE PENAL CODE RELATING TO THE RECRUITMENT AND TRAINING OF LAW ENFORCEMENT OFFICERS

WHEREAS, Government Code section 65858 allows a city to adopt an interim ordinance as an urgency measure to prevent a current and immediate threat to the public health, safety or welfare; and

WHEREAS, the City of Lathrop has contracted for police services with the San Joaquin County Sheriff's Office (SJCSO) since 1990. Most recently, Lathrop executed a five-year contract with the SJCSO on April 17, 2017 that expires on June 30, 2022; and

WHEREAS, as part of a comprehensive and ongoing review of the delivery of services, and to remedy the systematic inability of the City to control the costs of public safety services provided through its existing contract with the SJCSO, the City began examining alternative service delivery models for police services; and

WHEREAS, on March 22, 2021, the City Council adopted Resolution 21-4852 approving the creation of Capital Improvement Project GG 21-11, to begin the creation of the new Lathrop Police Department, and implement the transition of law enforcement services from the San Joaquin County Sheriff to the City; and

WHEREAS, it is anticipated that the City will commence providing its own law enforcement services on July 1, 2022; and

WHEREAS, on November 8, 2021, the City Council adopted Resolution 21-4989 authorizing the establishment of the Lathrop Police Department in accordance with all requirements necessary for certification as a Member Agency with the California Commission on Peace Officer Standards and Training and directed that all duly appointed sworn peace officers of the Lathrop Police Department be granted peace officer authority as outline in California Penal Code Section 830.1; and

WHEREAS, in order to seek and qualify to receive aid from the State of California under the provisions of Section 13522, Chapter 1 of Title 4, Part 4 of the California Penal Code, the City Council of the City of Lathrop must adopt this Urgency Ordinance accepting the requirements of the Penal Code relating to the recruitment and training of Law Enforcement Officers; and

WHEREAS, the adoption of the Urgency Ordinance would allow Officers to be enrolled into the POST Program until the regular Ordinance has taken effect; and

WHEREAS, the City Council conducted a duly noticed public hearing and following the hearing of this urgency ordinance will act upon the non-urgency ordinance accepting the requirements of the Penal Code relating to the recruitment and training of Law Enforcement Officers; and

WHEREAS, the City Council finds that the current and immediate threat to the public health, safety, and welfare exists as described in the findings above, and finds that an urgency ordinance is needed to provide sufficient time for the time for the regular Ordinance to be heard and acted upon by the City Council; and

WHEREAS, the City Council has duly considered all written and verbal testimony presented during this April 11, 2022 public hearing.

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

Section 1.

CHAPTER 9.02 PEACE OFFICER STANDARDS AND TRAINING

9.02.010 Qualification for Aid Desired.

The City of Lathrop declares that it desires to qualify to receive aid from the State of California under the provisions of Section 13522, Chapter 1 of Title 4, Part 4 of the California Penal Code.

9.02.020. Adherence to State Standards

Pursuant to Penal Code Section 13510, Chapter 1, of Title 4, Part 4 of the California Penal Code, the City of Lathrop will adhere to the standards for recruitment and training of peace officers established by the Commission on Peace Officer Standards and Training.

9.02.030. Commission Inquiries

Pursuant to Section 13512, Chapter 1 of Title 4, Part 4 of the California Penal Code, the Commission and its representatives may make such inquiries as deemed necessary to ascertain that the peace officer personnel of the City of Lathrop adhere to the standards for recruitment and training established by the California Commission on Peace Officer Standards and Training.

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 become effective immediately upon passage and adoption if adopted by at least four-fifths (4/5) vote of the City Council and shall be in effect for a period of 95 days from the date of adoption unless sooner terminated or extended by the City Council.

Section 5. Publication.

The Mayor shall sign this Ordinance and the City Clerk shall cause the same to be published within fifteen (15) days after its passage at least once in a newspaper of general circulation published and circulated in the City.

THIS URGENCY ORDINANCE was regularly introduced, **PASSED AND ADOPTED** at the regular meeting of the City Council of the City of Lathrop on the 11th day of April 2022, by the following vote, to wit:

AYES:

NOES:

ABSENT:

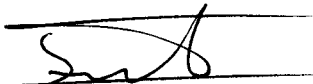
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

ORDINANCE NO. 22-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING TITLE 9 "PUBLIC PEACE AND WELFARE" OF THE LATHROP MUNICIPAL CODE BY ADDING NEW CHAPTER 9.02 TITLED "PEACE OFFICER STANDARDS AND TRAINING" TO ACCEPT REQUIREMENTS OF THE PENAL CODE RELATING TO THE RECRUITMENT AND TRAINING OF LAW ENFORCEMENT OFFICERS

WHEREAS, the City of Lathrop has contracted for police services with the San Joaquin County Sheriff's Office (SJCSO) since 1990. Most recently, Lathrop executed a five-year contract with the SJCSO on April 17, 2017 that expires on June 30, 2022; and

WHEREAS, as part of a comprehensive and ongoing review of the delivery of services, and to remedy the systematic inability of the City to control the costs of public safety services provided through its existing contract with the SJCSO, the City began examining alternative service delivery models for police services; and

WHEREAS, on March 22, 2021, the City Council adopted Resolution 21-4852 approving the creation of Capital Improvement Project GG 21-11, to begin the creation of the new Lathrop Police Department, and implement the transition of law enforcement services from the San Joaquin County Sheriff to the City; and

WHEREAS, it is anticipated that the City will commence providing its own law enforcement services on July 1, 2022; and

WHEREAS, on November 8, 2021, the City Council adopted Resolution 21-4989 authorizing the establishment of the Lathrop Police Department in accordance with all requirements necessary for certification as a Member Agency with the California Commission on Peace Officer Standards and Training and directed that all duly appointed sworn peace officers of the Lathrop Police Department be granted peace officer authority as outline in California Penal Code Section 830.1; and

WHEREAS, in order to seek and qualify to receive aid from the State of California under the provisions of Section 13522, Chapter 1 of Title 4, Part 4 of the California Penal Code, the City Council of the City of Lathrop must adopt this Ordinance accepting the requirements of the Penal Code relating to the recruitment and training of Law Enforcement Officers.

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

Section 1.

CHAPTER 9.02 PEACE OFFICER STANDARDS AND TRAINING

9.02.010 Qualification for Aid Desired.

The City of Lathrop declares that it desires to qualify to receive aid from the State of California under the provisions of Section 13522, Chapter 1 of Title 4, Part 4 of the California Penal Code.

9.02.020. Adherence to State Standards

Pursuant to Penal Code Section 13510, Chapter 1, of Title 4, Part 4 of the California Penal Code, the City of Lathrop will adhere to the standards for recruitment and training of peace officers established by the Commission on Peace Officer Standards and Training.

9.02.030. Commission Inquiries

Pursuant to Section 13512, Chapter 1 of Title 4, Part 4 of the California Penal Code, the Commission and its representatives may make such inquiries as deemed necessary to ascertain that the peace officer personnel of the City of Lathrop adhere to the standards for recruitment and training established by the California Commission on Peace Officer Standards and Training.

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 11th day of April 2022, and was **PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Lathrop on the ____ day of ____ 2022, by the following vote, to wit:

AYES:

NOES:

ABSENT:

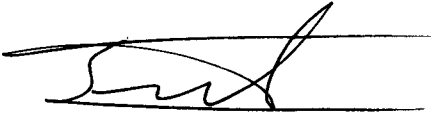
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

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